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
December 12, 2023 | 1:00 PM

Review of the Agenda (Mayor Gil McDougal)

A. Governing Body

1. Certificate of Achievement for Excellence in Financial Reporting for FY22 (Jennifer Hallman, Director)
2. Planning and Zoning Commission Appointments
3. Housing Authority Appointment
4. Villa Rica Development Authority Appointment

B. Community Development (Tracy Jarvis, Director)

1. VA-12-23 - 133 W. Bankhead Highway - Variance to Reduce Drive-Thru Queuing Spaces Required and Public Hearing (Ron Johnson, Planning & Zoning Administrator)
2. 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)
3. VA-09-23 - Variance Request from Stream Buffer Standards for 11 Gordon Street and Public Hearing (Ron Johnson, Planning & Zoning Administrator)
4. TA-02-23 - Text Amendment to Establish Wholesale Businesses in the C1 Zoning District and Public Hearing (Ron Johnson, Planning & Zoning Administrator)
5. CU-04-23 - 419 Main Street - Special Exception Use to operate a Shipping Container Food Hall/Shared Kitchen and Public Hearing (Ron Johnson, Planning & Zoning Administrator)
6. Alcohol Beverage License for Arpit/Nilesh Patel (C. David Mecklin, Jr., City Attorney)

C. Human Resources (Lena Taylor, Director)

1. 2023 Personnel Policy Revision (Lena Taylor, Director)
2. Updated Employee Incentive Pay (Lena Taylor, Director)

D. Information Technology (Jim Chambers, Director)

1. Replacement of Servers (Jim Chambers, Director)
2. SAN Replacement (Jim Chambers, Director)

E. Police (Michael Mansour, Chief)

1. FLOCK Camera Grant (Captain Keith Shaddix)

F. Public Works (Hal Burch, Director)

1. Purchase of 2023 F150 For Distribution (Chris Maddox, Fleet Manager)

G. Finance (Jennifer Hallman, Finance Director)

1. FY23 Budget Amendment #180 - #188 (Jennifer Hallman, Director)
2. FY24 Budget Amendment #16 - #168 (Jennifer Hallman, Director)
3. Write off Customer Receivables (Jennifer Hallman, Director)

H. City Manager (Tom Barber)

1. Audio/Video Equipment Purchase, (Ken Denney, PIO)
2. Street Design Coordination with BM&K (Tom Barber, City Manager)
3. Survey Required for Construction of Villa Rica Parkway (Tom Barber, City Manager)
4. Amendment to South Street Improvements with Georgia & West, Inc. (Tom Barber, City Manager)
5. Relocation of WIC Office to Powell Park (Tom Barber, City Manager)

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: Certificate of Achievement for Excellence in Financial Reporting for FY22
AGENDA DATE: 12/12/23

DATE PREPARED: 11/17/23
PREPARED BY: Jennifer Hallman, Finance Director

AMOUNT: n/a
GL ACCOUNT #: n/a
FUNDING SOURCE: n/a
BUDGETED ITEM? n/a

PURPOSE: The City received GFOA's Certificate of Achievement for Excellence in Financial Reporting for FY22. This is the third consecutive year the City has received this award.

BACKGROUND: (Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to City of Villa Rica for its annual comprehensive financial report for the fiscal year ended September 30, 2022. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

STAFF RECOMMENDATION:

IMPACT:

MOTION:

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Villa Rica
Georgia

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2022

Christopher P. Morrill

Executive Director/CEO

GOVERNMENT FINANCE OFFICERS ASSOCIATION

NEWS RELEASE

FOR IMMEDIATE RELEASE

11/15/2023

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
Email: mlevine@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **City of Villa Rica** for its annual comprehensive financial report for the fiscal year ended September 30, 2022. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.

The Government Finance Officers Association of the United States and Canada

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Finance Department

City of Villa Rica, Georgia

The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morrill

Date: 11/15/2023

CITY OF VILLA RICA
City Council Packet

SUBJECT: Housing Authority Board Reappointment

CITY COUNCIL AGENDA DATE: December 12, 2023

DATE: December 12, 2023

PREPARED BY: Theresa Campbell, City Clerk

PURPOSE: Approve the reappointment of Amalie W. Hyneman to the Housing Authority Board.

BACKGROUND: Amalie Hyneman's term has expired and would like to continue serving. Amalie was appointed to the board in 2003 by a previous mayor.

STAFF RECOMMENDATION: Approval of the reappointment of Amalie W. Hyneman to the Housing Authority Board

MOTION: I move to approve the reappointment of Amalie W. Hyneman to the Housing Authority for a five (5) year term beginning 5/01/2023 and ending 04/30/2028.

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: December 12th, 2023

DATE PREPARED: November 30th, 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 ____ **Date** 9-7-23

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: December 12th, 2023

DATE: November 30th, 2023 (revised December 12, 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.

On November 14th, the City Council approved variance #1 below subject to a master on main for all units, however the applicant has advised staff after the meeting that they will NOT have master on main plans. The applicant is requesting the council to reconsider the condition in lieu of this new information.

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.* **The applicant is proposing 100% one-car garages.**
    - Recommendation: Denial
    - Reasons: Self-Imposed and economic-based.
    - Council approved this variance on November 14th with a condition that all units have a master bedroom on the main level. The applicant is requesting that this condition be removed.
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.* **The applicant is requesting 23' driveway lengths. The development has sidewalks, therefore 35' is required; a difference of 12'.**
    - Recommendation: Denial
    - Reasons: Self-imposed and economic-based.

Should the Council approve the variances, the following conditions should be considered:

1. The development shall have gated entry/exit.
2. The developer shall maintain all infrastructure (right-of-ways, sewer, water and refuse services) as private. The developer shall be responsible for all billing for these services.
3. A compactor dumpster or compact hauler shall be required for the development and the developer shall be responsible for all billing services to residents.
4. The developer shall be responsible to install master meters for all water/sewer infrastructure.
5. All roadways shall have 12' travel lanes for a total of 24', with an additional lane for parallel parking along each street.

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 #**

<u>Engineer Details</u>

Name: **License #**

Firm:

Address: , ,

Email: **Phone #:**

<u>Traffic Engineer Details</u>

Name: **License #**

Firm:

Address: , ,

Email: **Phone #:**

<u>Property Information : Existing</u>

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.

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.

Conditions of Approval (if applicable):

N/A

Public Comments:

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

Conclusion:

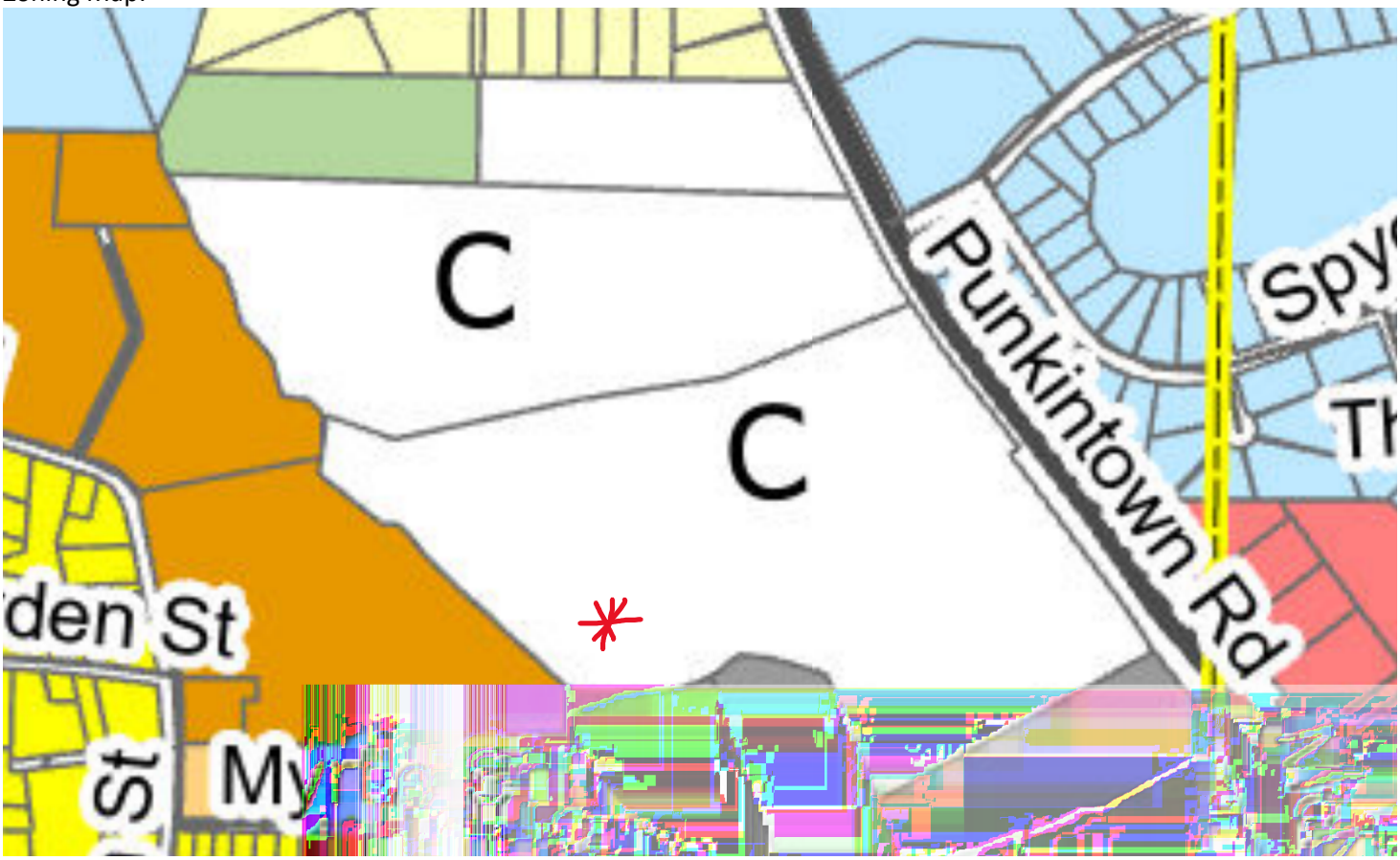
In conclusion, this planning report has provided an analysis of the variance request and recommended a course of action for the City Council consideration. The decision should be made in accordance with the city's zoning regulations, comprehensive plan, and the best interests of the community.

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

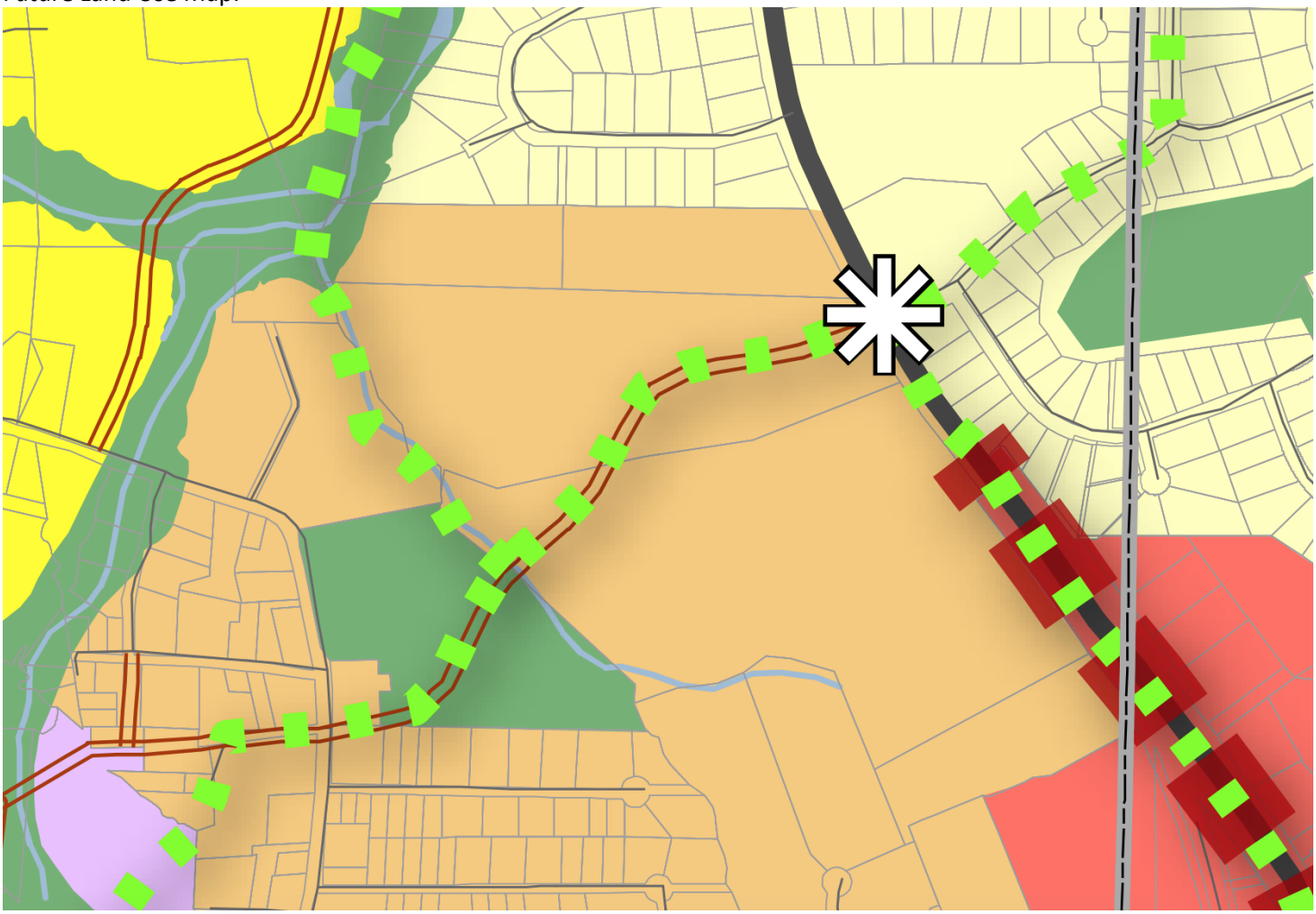
Sincerely,
Ronald Johnson
Planning & Zoning Administrator
rjohnson@villarica.gov | (678) 840-1238

Attachments:

Zoning Map:



Future Land Use Map:



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

eFiled and eRecorded
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

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	561.00'	144.23'	143.83'	S56°01'57"W	14°43'48"
C2	561.00'	98.36'	98.23'	S43°38'41"W	10°02'44"
C3	549.00'	317.74'	313.33'	S55°10'40"W	33°09'39"
C4	549.00'	121.76'	121.51'	S78°06'43"W	12°42'27"
C5	369.00'	260.41'	255.04'	S64°14'56"W	40°26'01"
C6	470.12'	333.34'	326.40'	N63°50'08"E	40°37'32"
C7	462.00'	369.86'	360.06'	N61°31'54"E	45°52'07"
C8	648.00'	34.63'	34.62'	N40°09'10"E	3°03'42"
C9	648.00'	245.58'	244.11'	N52°32'26"E	21°42'50"

LINE TABLE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N80°29'37"W	26.09'	L54	N34°23'42"E	20.27'
L2	S80°54'48"W	56.69'	L55	N04°00'07"E	25.04'
L3	N80°35'49"W	17.75'	L56	N27°07'57"E	58.83'
L4	S72°24'20"W	37.94'	L57	N25°29'23"E	39.66'
L5	S89°17'17"W	8.98'	L58	N09°43'26"W	63.85'
L6	N78°13'15"W	13.32'	L59	N46°43'53"W	10.25'
L7	S60°21'45"W	28.79'	L60	N28°04'31"W	62.00'
L8	N87°20'26"W	27.19'	L61	N08°35'09"W	14.18'
L9	N84°34'44"W	26.54'	L62	N33°05'59"W	61.83'
L10	S24°36'33"W	14.43'	L63	N57°25'55"W	28.36'
L11	S76°16'37"W	50.87'	L64	N88°43'03"W	12.32'
L12	N89°03'30"W	12.61'	L65	N88°46'57"W	16.79'
L13	N04°55'10"W	20.03'	L66	N01°09'11"E	199.75'
L14	N42°50'08"W	58.07'	L67	S88°45'18"E	29.11'
L15	N53°45'50"W	84.67'	L68	S01°09'11"W	199.75'
L16	N18°13'18"W	26.63'	L69	S26°50'45"E	136.52'
L17	N52°33'10"W	90.52'	L70	S26°50'45"E	205.72'
L18	N08°10'25"W	28.02'	L71	S24°55'41"E	56.14'
L19	N78°07'33"W	23.74'	L72	S24°55'41"E	6.61'
L20	N40°51'51"W	68.74'	L73	S26°08'27"E	127.14'
L21	N48°07'54"W	44.05'	L74	S26°08'27"E	34.09'
L22	N50°54'46"W	107.85'	L75	S31°50'41"E	75.86'
L23	N30°28'05"W	61.63'	L76	S31°50'41"E	24.14'
L24	N45°31'38"W	59.60'	L77	S36°49'47"E	144.29'
L25	N45°16'21"W	18.71'	L78	S36°49'47"E	149.87'
L26	N45°16'21"W	22.73'	L79	S36°49'47"E	138.62'
L27	N73°22'41"W	16.99'	L80	S52°57'15"W	36.43'
L28	N53°06'58"W	32.40'	L81	S36°42'19"E	6.75'
L29	N53°06'58"W	15.24'	L82	S36°42'19"E	69.00'
L30	N50°36'40"W	48.23'	L83	S53°10'13"W	28.41'
L31	N63°58'44"W	25.15'	L84	S36°49'47"E	10.00'
L32	N46°25'04"W	41.93'	L85	S53°10'13"W	210.11'
L33	N25°50'04"W	26.94'	L86	N36°49'47"W	155.51'
L34	N03°31'10"E	47.73'	L87	N36°49'47"W	178.17'
L35	N03°36'14"W	50.98'	L88	N36°49'47"W	166.31'
L36	N05°10'56"E	20.79'	L89	N36°49'47"W	137.91'
L37	N35°22'42"E	19.11'	L90	N53°10'13"E	274.98'
L38	N43°47'07"W	38.32'	L91	N59°02'44"E	276.44'
L39	N62°14'39"W	12.61'	L92	N59°02'44"E	256.64'
L40	N31°50'30"W	26.07'	L93	N53°10'13"E	21.79'
L41	N72°07'44"W	14.99'	L94	S71°48'27"E	30.06'
L42	S56°59'28"W	10.92'	L95	N63°23'51"E	131.20'
L43	N84°41'24"W	31.67'	L96	N38°37'18"E	209.44'
L44	S05°01'29"W	27.20'	L97	N84°27'57"E	242.21'
L45	S82°23'51"W	31.66'	L98	N84°27'57"E	242.21'
L46	S73°12'11"W	38.22'	L99	N38°37'18"E	209.48'
L47	N71°57'43"W	10.14'	L100	N63°23'51"E	128.36'
L48	N02°21'23"W	16.13'	L101	N18°11'34"E	36.03'
L49	N15°50'55"W	33.86'	L102	N36°49'47"W	302.49'
L50	N24°23'57"W	19.78'	L103	N00°00'00"W	36.95'
L51	N67°27'40"W	45.05'	L104	N00°00'00"E	151.28'
L52	N53°35'16"W	59.45'	L105	N29°08'11"W	199.84'
L53	N18°53'26"W	18.19'			

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 10/28/2022
(OWNER 2 – Mr. Clay C. Condon) (DATE)

Delena C. Condon 10/28/22
(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)

CITY OF VILLA RICA GEORGIA 1826

APPROVED,
10/24/2022 1:50 PM
Bobby C. Elliott, P.E.
City Engineer

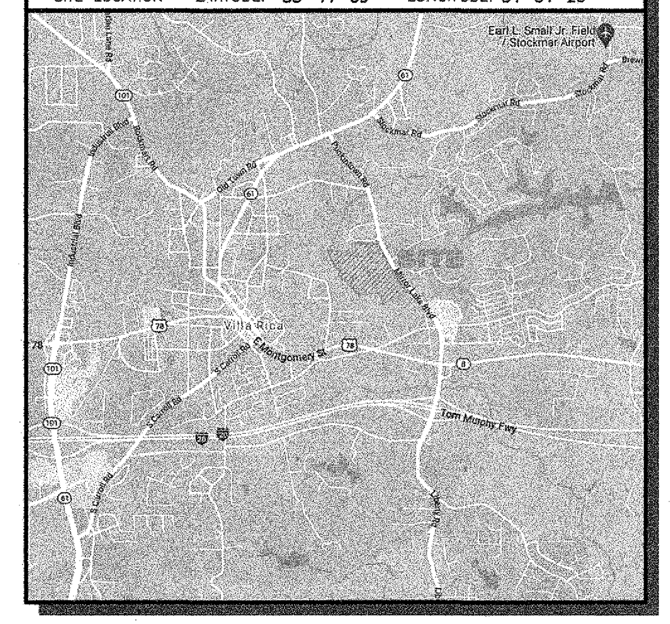
SURVEYOR'S CERTIFICATE TO CITY

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"



GENERAL NOTES

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITIES NAMED HEREON. NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY PERSONS OR ENTITIES OTHER THAN THOSE SHOWN HEREON.

REVISIONS LISTED ON THIS SURVEY APPLY ONLY TO THE SPECIFIC CHANGES REFERENCED, AND DO NOT CONSTITUTE AN UPDATE OF OTHER DATA ON THIS SURVEY. THE "SURVEY DATE" SHOWN HEREON IS THE APPLICABLE DATE AS RELATED TO PROVISIONS OF STATUTES OF LIMITATION UNLESS SPECIFICALLY NOTED OTHERWISE.

THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA BASED ON THE FLOOD INSURANCE RATE MAPS FOR THIS AREA. THE FIRST MAP NUMBER FOR THIS AREA IS 13045C0157E, AND THE DATE OF SAID MAP IS 8/15/2019. THE SECOND MAP NUMBER FOR THIS AREA IS 13045C0156D, AND THE DATE OF SAID MAP IS 9/19/2007. THIS DETERMINATION WAS MADE BY GRAPHICALLY DETERMINING THE POSITION OF THIS SITE ON SAID FIRM MAPS UNLESS OTHERWISE NOTED.

A PORTION OF LOT 1 IS LOCATED IN FLOOD ZONE "A" PER MAP #13045C0156D, DATED 9/19/2007.

THE DATUM FOR THIS SITE WAS ESTABLISHED UTILIZING GLOBAL POSITIONING SYSTEMS, AND BASED ON POSITIONAL VALUES FOR THE VIRTUAL REFERENCE STATION NETWORK DEVELOPED BY eGPS SOLUTIONS. THE HORIZONTAL REFERENCE FRAME IS NORTH AMERICAN DATUM OF 1983(2011)–STATE PLANE COORDINATE SYSTEM OF GEORGIA–WEST ZONE. THE VERTICAL REFERENCE FRAME IS NORTH AMERICAN VERTICAL DATUM OF 1988. ANY DIRECTIONS OR DIMENSIONS SHOWN ARE A RECTANGULAR, GROUND LEVEL PROJECTION OF THE STATE PLANE COORDINATE SYSTEM.

ZONING AND SETBACKS SHOULD BE CONFIRMED AND VERIFIED BY PLANNING AND ZONING PRIOR TO DESIGN OR CONSTRUCTION ACTIVITIES.

SETBACKS SHOWN ON SURVEY BASED ON SITE PLAN BY HAINES GIPSON & ASSOCIATES.

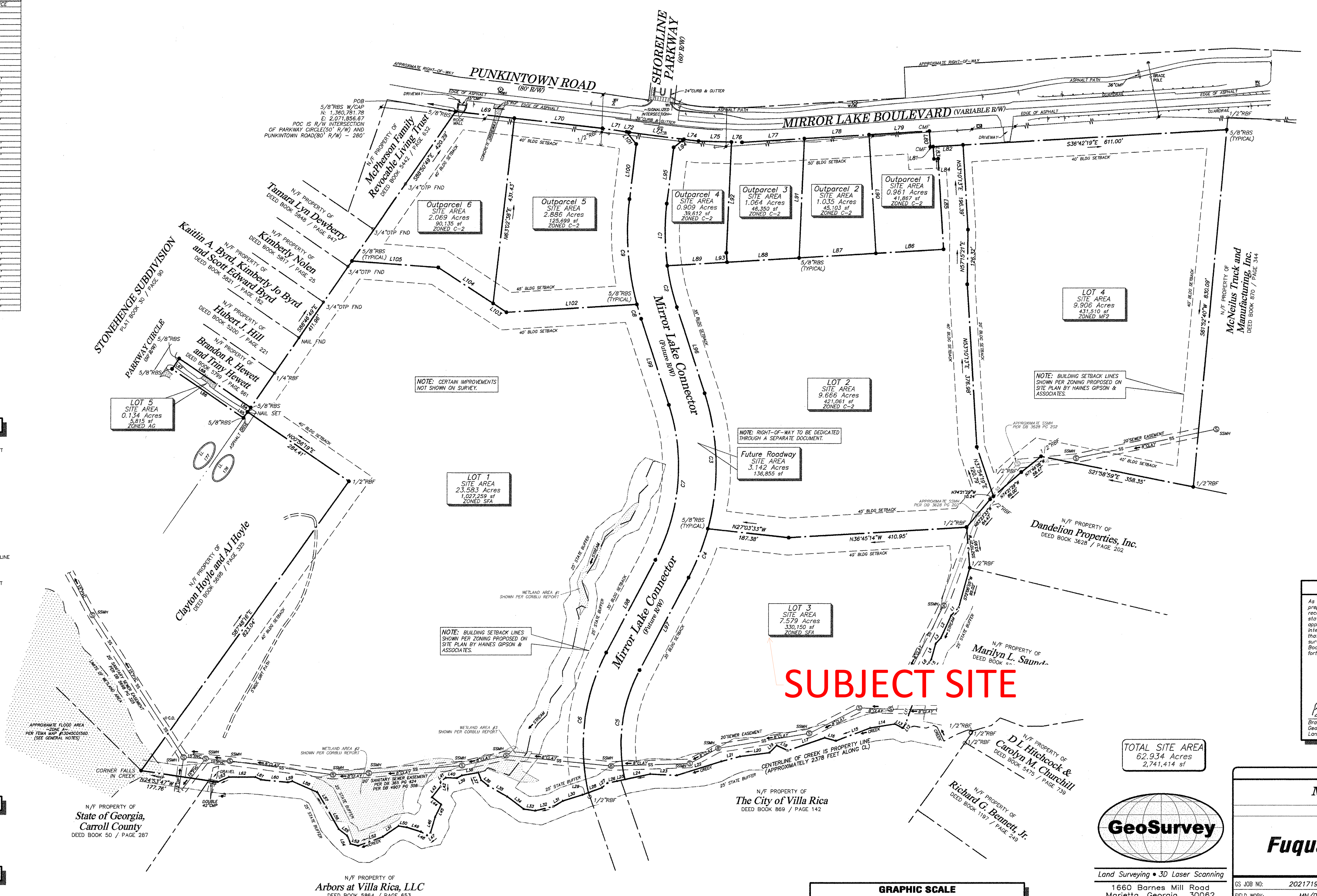
5/8" REBAR TO BE SET AT PROPERTY CORNERS UPON PLAT APPROVAL.

PLEASE NOTE: RIGHT-OF-WAY TO BE DEDICATED THROUGH A SEPARATE DOCUMENT.

RIGHT-OF-WAY LINES SHOWN ON THIS SURVEY THAT ARE NOT ACTUAL BOUNDARIES OF THE SUBJECT TRACT(S) ARE DEPICTED GRAPHICALLY AND ARE SHOWN APPROXIMATELY FOR INFORMATIONAL PURPOSES ONLY. SAID RIGHT-OF-WAY LINES SHOULD NOT BE UTILIZED FOR DESIGN PURPOSES.

SURVEY REFERENCES

1> SURVEY FOR W.A. HUMPHRIES, DATED MAY 7, 1989, LAST REVISED DECEMBER 2, 1992, BY ARMSTRONG LAND SURVEYING, INC., RECORDED IN CARROLL COUNTY RECORDS, PLAT BOOK 45, PAGE 20.
2> PROPERTY SURVEY FOR McNEILUS TRUCK & MFG., INC., DATED MARCH 21, 1995, BY CRAWFORD & ASSOCIATES, INC., RECORDED IN CARROLL COUNTY RECORDS, PLAT BOOK 53, PAGE 4.
3> BOUNDARY SURVEY OF TRACT 1 FOR LEON PRIEST & DOROTHY PRIEST, DATED SEPTEMBER 6, 2001, BY KENNETH L. NUTT.
4> BOUNDARY SURVEY OF TRACT 2 FOR LEON PRIEST & DOROTHY PRIEST, DATED SEPTEMBER 6, 2001, BY KENNETH L. NUTT.
5> BOUNDARY SURVEY OF TRACT 3 FOR LEON PRIEST & DOROTHY PRIEST, DATED SEPTEMBER 6, 2001, BY KENNETH L. NUTT, RECORDED IN CARROLL COUNTY RECORDS, PLAT BOOK 78, PAGE 285.
6> BOUNDARY SURVEY FOR DANDELION PROPERTIES, INC., DATED MAY 25, 2006, BY CRAWFORD & ASSOCIATES C.H.F., INC., RECORDED IN CARROLL COUNTY RECORDS, PLAT BOOK 89, PAGE 232.
7> SURVEY OF STONEHENGE SUBDIVISION, DATED NOVEMBER 16, 1984, LAST REVISED ON AUGUST 14, 1985, BY EDWIN McCONNELL, RECORDED IN CARROLL COUNTY RECORDS, PLAT BOOK 30, PAGE 90.
8> PLAT OF PROPERTY DIVISION FOR ARBOUR VALLEY COMMUNITIES, DATED SEPTEMBER 9, 2019, LAST REVISED JANUARY 10, 2022, BY BARRETT-SIMPSON, INC., RECORDED IN CARROLL COUNTY RECORDS, PLAT BOOK 107, PAGE 901.
9> ALTA/NSPS SURVEY FOR FUQUA DEVELOPMENT, LP, DATED NOVEMBER 30, 2021, LAST REVISED APRIL 20, 2022, BY GEOSURVEY, LTD.



TOTAL SITE AREA

62.934 Acres
2,741,414 sf

LEGEND

STANDARD ABBREVIATIONS	
AC	AIR CONDITIONER
BH	BORE HOLE
BSL	BUILDING SETBACK LINE
CI	CURB INLET
CMP	CORRUGATED METAL PIPE
CMF	CONCRETE MONUMENT FND
CO	SANITARY CLEANOUT
CPED	COMMUNICATION PEDESTAL
CTP	CRIMPED TOP PIPE
DI	DROP INLET
DIP	DUCTILE IRON PIPE
DWCB	DOUBLE WING CATCH BASIN
FNC	FENCE
FND	FOUND
GM	GAS METER
INV	INVERT
JB	JUNCTION BOX
MH	MANHOLE
OCS	OUTLET CONTROL STRUCTURE
OTP	OPEN TOP PIPE
PM	POWER METER
PKS	PK NAIL SET
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
RCP	REINFORCED CONCRETE PIPE
RBR	IRON REINFORCING BAR
RBS	5/8"RBR SET CAPPED LSF 621
SS	SANITARY SEWER
SWCB	SINGLE WING CATCH BASIN
TRANS	ELECTRIC TRANSFORMER
WF	WETLAND FLAG

STANDARD SYMBOLS
OVERHEAD TRAFFIC SIGNAL LIGHT
POWER POLE
GUY WIRE
POWER LINE
LIGHT POLE
ELECTRIC TRANSFORMER
WATER VAULT
GAS VALVE
GAS METER
WATER VALVE
WATER METER
FIRE HYDRANT
UNDERGROUND ELECTRIC LINE
UNDERGROUND GAS LINE
UNDERGROUND COMMUNICATION LINE
UNDERGROUND WATER LINE
PHOTO POSITION INDICATOR
REGULAR PARKING SPACE COUNT
HANDICAP PARKING SPACE
TREE POSITION INDICATOR
SIGN

CLOSURE STATEMENT

THE FIELD CLOSURE UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 167,022, AND WAS UNADJUSTED. A TRIMBLE "S" SERIES TOTAL STATION AND TRIMBLE TSC-3 DATA COLLECTOR WERE USED TO COLLECT THIS FIELD DATA.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 825,167 FEET. ERP INIT.

IF YOU DIG

Know what's **below.**
Call before you dig.
Dial 811
Or Call 800-282-7411

GRAPHIC SCALE

0 50 100 250 500
1"= 100'

GEORGIA SURVEYOR CERTIFICATION

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

Brad Cash
Bradley D. Cash
Georgia Registered
Land Surveyor # 2840

GEORGIA REGISTERED No. 2840 PROFESSIONAL LAND SURVEYOR BRADLEY D. CASH

GeoSurvey
Land Surveying • 3D Laser Scanning
1660 Barnes Mill Road
Marietta, Georgia 30062
Phone: (770) 795-9900
Fax: (770) 795-8880
www.geosurvey.com
EMAIL: info@geosurvey.com
Certificate of Authorization #LSF-000621

RECONFIGURATION PLAT
Mirror Lake Boulevard
FOR
Fuqua Development, LP

GS JOB NO: 20217191	DRAWING SCALE: 1"= 100'	SURVEY DATE: October 23, 2022
FIELD WORK: MN/DT	CITY: VILLA RICA STATE: GA	REVISIONS (SEE GENERAL NOTES)
PROJ MGR: ERP	COUNTY: CARROLL	No. Date Description
REVIEWED: BDC	LAND LOT: 176 & 177	
DWG FILE: 20217191-01.dwg	DISTRICT: 2nd	

VILLA RICA TOWNHOMES VARIANCE

SITE PLAN

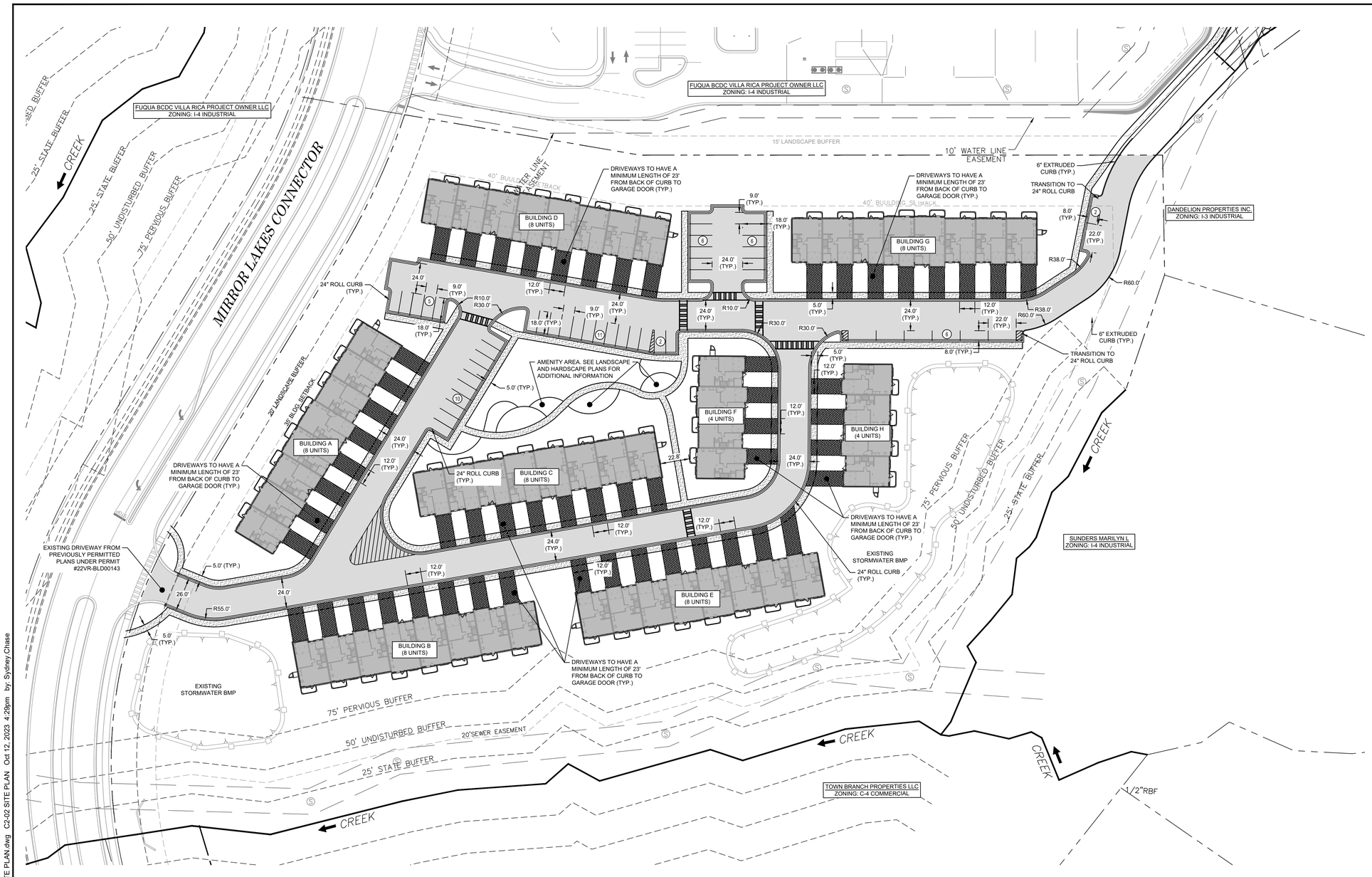
0 15' 30' 60'
scale: 1" = 30'

10.13.23

b+c STUDIO

PREPARED FOR CITY OF VILLA RICA, GA

LANDSCAPE ARCHITECTURE | DESIGN + PLANNING



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. Utility 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 400
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
		ISSUANCE 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: V050180085

GEORGIA REGISTERED No. PE043951 PROFESSIONAL ENGINEER 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

Drawing name: K:\AMT_CIV\L\019598011_Villa Rica\CAD\Plansheets\C0-10 - VARIANCE SITE PLAN.dwg C2-02 SITE PLAN Oct 12, 2023 4:29pm by: Sydney.Chase

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.

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

By: _____
Jeffrey S. Fuqua, President

[CORPORATE SEAL]

Signed, sealed and delivered in the presence of:

_____
Unofficial Witness

_____
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

Ronald Johnson

From: Addison, Luke <Luke.Addison@flournoydev.com>
Sent: Monday, December 11, 2023 8:04 PM
To: Ronald Johnson
Subject: EXTERNAL EMAIL: Flournoy Villa, Rica variances

Follow Up Flag: Flag for follow up
Flag Status: Flagged

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.

Ron,
Thanks again for your time this afternoon. I look forward to seeing you again tomorrow night.
Per your request, I am writing to you, staff, and council members to provide some clarity into our variance request for the townhome single car garage, and councils approval in last months meeting conditioned upon the "master being on main." Shortly following last months council meeting, I realized that I'd unintentionally given inaccurate information about the "master being on main" which led to the motion by councilman Momtahan for approval of the single car garage conditioned upon the "master being on main." In the moment I'd interpreted "master on main" to mean that the master bedroom would be on the front side/facade of the townhome floorplan, facing Main street..."master on main (street)." In fact, our 2 and 3 bedroom townhome floorplans have the bedrooms positioned on the second level. This is entirely necessary to provide for a comfortable, spacious living room and kitchen area on the ground floor/main level, while keeping the total square footage and townhome footprint efficient from a construction cost and rental rate standpoint. Our townhome design is Class A architecture, construction materials, and interior finishes. Residents will not be moving into our townhomes to get the most square footage for their buck. Rather, our residents will recognize that the premium rent they're paying is for the "quality over the quantity (i.e. square footage)." Simply put, placing the master bedroom on the ground level would require one of two things:
1) drastically reducing the living and kitchen area on the ground floor to try and accommodate for a very small "master" bedroom also on the ground floor.
OR
2) increasing the townhome square footage which would require a compromise in the level of quality of architectural design and finishes, as well as a reduction in the total number of townhome units.
Neither option 1 or 2 are feasible for us, nor do I think that is the city's desire.

Shortly before Thanksgiving, I reached out to councilman Momtahan to try and better understand his intent for conditioning the single car garage variance with the "master being on main." As I understood his explanation, for him to consider supporting a single car garage, he wants to ensure that we are committed to building what our townhome rendering shows. I can state that we fully intend to build exactly what is shown in the rendering, which is exactly how the townhomes have been designed inside and out.
I'd like for staff to support and for council to consider conditioning our single car garage variance upon our townhomes matching/being tied to what's shown in the rendering. I believe most everyone agreed that the rendering is very attractive and certainly a step above the standard/cookie cutter townhome design. We like it too! And we think the overall design and its offerings it will be very popular/marketable for those looking for a Class A+ townhome in the market.

I hope this helps, but I'm happy to address any questions prior to our during the meeting tomorrow night. I will be available all day tomorrow should you or anyone else like to reach out.

Thanks again Ron for your guidance over the last several months!

CITY OF VILLA RICA

City Council Packet

SUBJECT: VA-09-23 – 11 Gordon Street –Stream Buffer Variance

CITY COUNCIL AGENDA DATE: December 12th, 2023

DATE: November 30th, 2023

PREPARED BY: Ronald Johnson, Planning and Zoning Administrator

FISCAL IMPACT: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Kenneth Wood of PEC+ is requesting a variance for an encroachment of 30,000 square feet into the 75' stream buffer and 8,000 square feet into the 50' Stream Buffer in order to pursue construction of a mixed-use or apartment structure.

BACKGROUND: The applicant proposes to construct a 318-unit apartment complex within several buildings on the site. The applicant will either construct a commercial component or rezone to permit the apartments outright. The applicant states that the purpose of the request is because the encroachment is a necessity in order to develop the site because of topographic conditions, utility easements and the creeks on site. Any use that would utilize the land would be confronted with these difficulties.

STAFF RECOMMENDATION: APPROVAL w/ Conditions

Based on our analysis, we recommend that the City Council **approve** the variance request submitted by Ken Wood, PEC+ for the property at 11 Gordon Street. Our recommendation is based on the following findings:

- The topography of the site features a forked creek that renders 40% of the site unusable.
- The site features water lines and sewer lines that cross the property.
- The site features extensive wetlands and floodplains.

Conditions:

- The variance shall only be applicable to the site plan submitted. Changes to the site plan that are not substantially similar in nature to the plan submitted before Council (including, but not limited to: height, unit counts and site layout) shall be strictly prohibited. The variance shall be automatically rescinded should the site plan or a substantially similar site plan, fail to receive an LDP within eighteen (18) months of approval.

PLANNING COMMISSION: N/A

MOTION:

I move to approve the variance request by Kenneth Wood for property located at 11 Gordon Street to encroach into the city's 75' stream buffer by 30,000 SF and the 50' stream buffer by 8,000 square feet.

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:_____

APPLICANT

Applicant Name: KEN WOOD, PEC+

Address: 350 RESEARCH COURT STE 200 **City:** NORCROSS **State:** GA **Zip:** 30092

Phone: (757) 508-6593 **Fax:** ( ) _____-_____ **Email:** KEN@PEC.PLUS ; HTODD@PEC.PLUS

Agent Name: _____

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

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

Owner Name *(If different from applicant)*: JACQUELINE S WALDROP

Address: 643 OLD TANYARD RD **City:** VILLA RICA **State:** GA **Zip:** 30180

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: Gordon Street (11) @ E Montgomery St (Hwy 78)

V05 0150030

PETITION TO ENCROACH 34000 SF INTO THE UNDISTURBED CITY SETBACK, AND 9200 SF INTO THE IMPERVIOUS SETBACK

I, KEN WOOD***, 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.***

_____ 8/28/23

Signature of Applicant **Date**

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

↓

City Council Action

← **DENIAL**

→ **APPROVAL**

Planners & Engineers Collaborative+

10/18/2023

Re: **Variance Letter of Intent – Petition to Encroach in Impervious Setback and Undisturbed City Buffer**
East Gordon Street at West Gordon (26.06 +/- acres)
PEC+ Project No. 21217.00

Dear Community Development officials,

This variance application is being submitted on behalf of the developer and applicant to encroach in approximately 34,000 square feet into the undisturbed city buffer, and approximately 9,200 square feet into the impervious setback area. The approval of the proposed variance would facilitate the development of a new, 318-unit multi-family apartment community on the 26.06-acre site.

Proposed Development and Property Description

The proposed development consists of 318-multi-family units (apartments) and 529 parking spaces to be constructed on a site that is presently zoned CMU. The units will be split between nine different buildings located throughout the property. There will be a site density of 12.2 units per acre which is supported by the CMU zoning district, which allows a maximum of 16 units per acre. This location is suitable for multi-family footprints that can step to grade. In addition to being an oddly-shaped, oblong property, there are several streams that traverse the subject, effectively splitting it into several, smaller triangular-shaped pieces. Other constraints include floodplain, a railroad bordering the southeast property line, existing waterlines that cross the site, four different sanitary sewer lines and one water line built across the site, wetlands, and unsuitable soils and rock. Because of these conditions, approximately 40% of the site is unbuildable.

Requested Variance

The applicant is proposing to encroach approximately 34,000 square feet into the undisturbed city buffer, and approximately 9,200 square feet into the impervious setback area.

Variance Rationale

The strict application of the ordinance would result in a practical difficulty in the use of the property, which is not self-imposed or motivated solely by economic gain. Considering the size, shape, and topography of the site, along with the constraints of the significant stream and floodplain area, complying strictly with the stream buffer ordinance may render the property virtually unusable. By granting the variance, the property owner can overcome these practical difficulties and make reasonable use of their land, taking into account its unique characteristics.

The site has an extreme hardship of size, shape, topography, in addition to special circumstances. The shape of the property is odd as a triangle with angles that make development challenging. The topography is one of the most challenging portions of this development. It slopes heavily in usable areas (those not in a buffer or inundated with water) and very flat in low areas creating limited areas of development. Special circumstances that exists on the property include the number of existing sanitary sewer lines and water lines that traverse the property. Buildable area is further limited by the way these lines cross the site. These lines cannot be relocated as they serve the downtown area and surrounding lines.

Encroaching into the stream buffers is necessary for the development to create adequate fire turnaround space and parking for the community. In terms of the undisturbed city buffer, these encroachments are strategic and the minimum relief necessary to safely grade the new community, due to the streams that traverse the property.

Granting the proposed variance is not only reasonable but also supports the best interests of the community. It enables the property owner to utilize their land responsibly, enhances the value of adjacent properties, and contributes to the overall welfare and progress of the community.

350 Research Ct, Ste. 200, Peachtree Corners, Georgia 30092 ▪ 48 Atlanta Street, Marietta, Georgia 30060
Main: (770) 451-2741 ▪ Fax: (770) 451-3915
www.pecatl.com

Conclusion

The applicant and owner respectfully request that the City of Villa Rica City Council, Planning Commission and Planning Staff approve and support the Applicant's stream buffer variance request to allow for the development of this property. This would facilitate the development of a new, 318-unit multi-family apartment community that would contribute to the advancement of the purpose and intent of the City's comprehensive plan. The developer and their representatives welcome the opportunity to meet with all interested parties and representatives.

Sincerely,
Planners and Engineers Collaborative, Inc.

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

Re: Planning Report
11 East Gordon Street
VA-09-23
Applicant's Name: Ken Wood, PEC+
Property Owner: Jacqueline S Waldrop
Land Lot 161, District 6
Parcel # V05 0150030
Lot Size: 24.88 Ac.
Ward: 1
City Council Member: Shirley Marchman
Planning Board Member: Doug Lang
City of Villa Rica, Carroll County, Georgia

Dear Ms. Campbell:

This planning report is prepared in response to the variance application submitted by Ken Wood, PEC+ for the property located at 11 East Gordon Street. 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 Mixed Use (CMU) and is located within the Downtown Activity Center area. The property is bound by the Norfolk Southern line and East Church Street to the south, the Cleghorn Street/Anderson Road neighborhood to the north and east, and Stone Street to the west. The site is directly adjacent to the Olive Tree restaurant and across from the city's Department of Public Works and Main Street offices. There are no records of permits ever issued for this site and the site is considered vacant. The site is located within the Carroll County portion of the city and does not border any unincorporated areas. The property features a stream that forms two branches within the site, which is the subject of this application.

Variance Request:

The applicant is seeking a variance from the following zoning regulation(s):
Stream buffer encroachment (found within the Villa Rica Development Code): 30,000 SF into the 75' Stream Buffer; 8,000 SF into the 50' Stream Buffer

Description of Variance Request:

The applicant is requesting to encroach into the city's stream buffers only. The request has been submitted based on the topography of the site, and the current hilly land features, which make the site difficult to construct upon. The site hosts a

forked river and extensive floodplain. The applicant submits that the site would be rendered virtually unusable without the variance relief. In addition, there are existing waterlines that cross the site, five different sanitary sewer lines built across the site, wetlands, and unsuitable soils and rock. The applicant indicates that 40% of the site is unusable.

The applicant is proposing approximately a dozen intrusions into the stream buffer areas. The 50' stream buffer area is impacted with grading activities in all locations highlighted on the attached stream buffer plan. The 75' stream buffer is impacted with both grading and hardscape installations (parking spaces and turnaround areas) in the southernmost portions of the areas impacted. One proposed building also has HVAC equipment located in the 75' stream buffer.

Site Analysis:

The site has extensive topographic issues and water and sewer lines that make development challenging. The staff agrees with the applicants concerns and can confirm that without the stream buffer variances, a development of any type that can use most of the land area on the parcel would need a variance from this regulation. Accessing portions of the lot would require these buffers to cross the creeks.

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:
   As mentioned, the property has extensive waterlines, topography, soil, sewer lines, and wetlands present, which would necessitate a variance from stream buffers for most developments that would utilize the acreage of the site and be considered the highest and best use for the site.

2. No Detriment to Public Health, Safety, or Welfare:
   The applicant proposes on-site stormwater facilities and will remediate the surrounding lands. No impacts to public health, safety or welfare are anticipated.

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. Developments of this type and style in downtown areas tend to increase property values for surrounding tracts, particularly commercial tracts such as the Olive Tree property.

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. The request appears to be the minimum necessary in order to utilize the site for the highest and best use.

Recommendation:

Based on our analysis, we recommend that the City Council **approve with conditions** the variance request submitted by Ken Wood, PEC+ for the property at 11 Gordon Street. Our recommendation is based on the following findings:

- The topography of the site features a forked creek that renders 40% of the site unusable.
- The site features water lines and sewer lines that cross the property.
- The site features extensive wetlands and floodplains.
- To our knowledge, the natural condition of the site has caused this property to be undeveloped in over 200 years.

Conditions of Approval (if applicable):

The following condition shall be applicable to the request:

- The variance shall only be applicable to the site plan submitted. Changes to the site plan that are not substantially similar in nature to the plan submitted before Council (including, but not limited to: height, unit counts and site layout) shall be strictly prohibited. The variance shall be automatically rescinded should the site plan or a substantially similar site plan, fail to receive an LDP within eighteen (18) months of approval.

Public Comments:

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

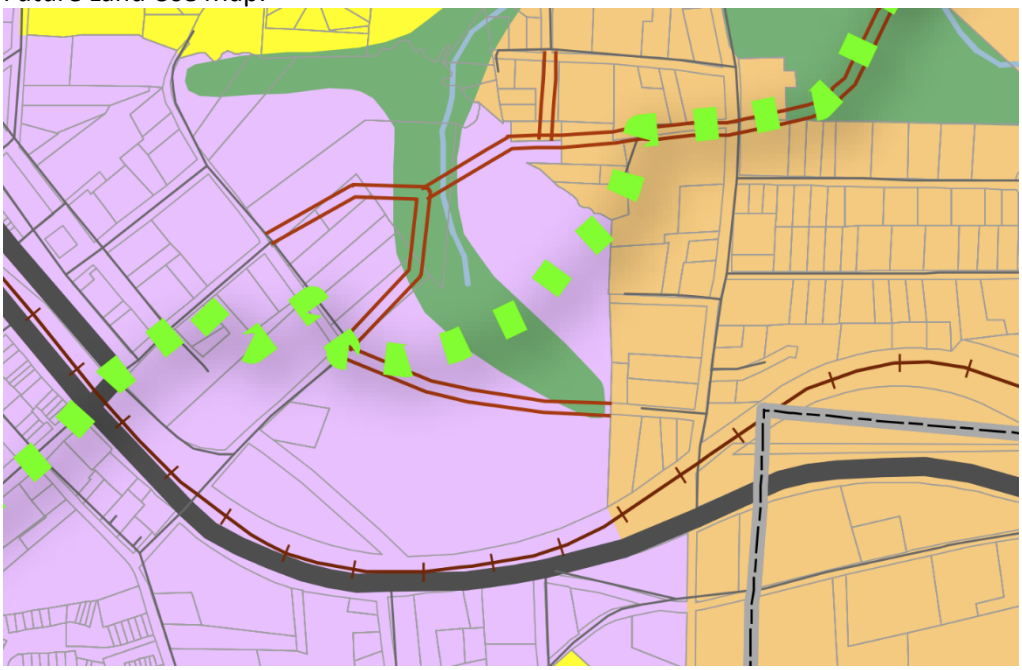
Conclusion:

In conclusion, this staff 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 town's zoning regulations, comprehensive plan, and the best interests of the community.

Attachments:

Zoning Map:

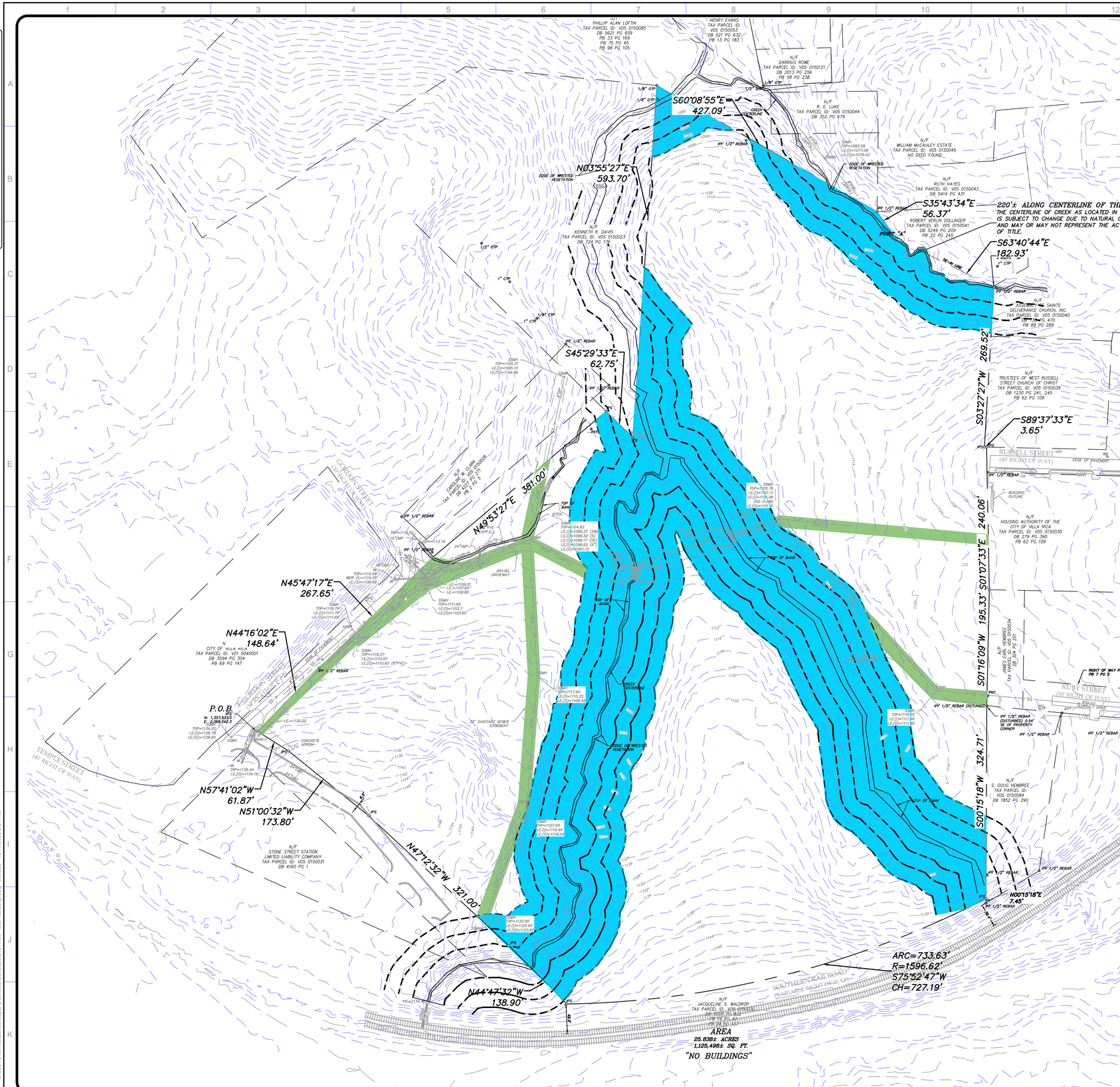
Future Land Use Map:

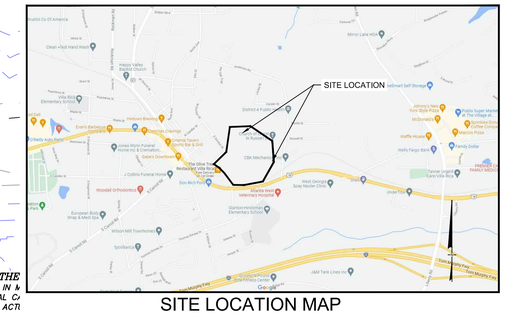


Please let me know if you require any additional information or have any questions regarding this report.

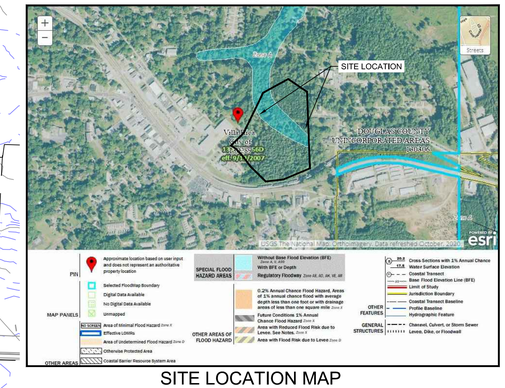
Sincerely,
Ronald Johnson
Planning & Zoning Administrator
rjohnson@villarica.gov | (678) 840-1238

This drawing is the property of Planners and Engineers Collaborative and is not to be copied in whole or in part. It is not to be used on any other project and is to be returned upon request. © Planners and Engineers Collaborative





SITE LOCATION MAP
NOT TO SCALE



SITE LOCATION MAP
NOT TO SCALE

UTILITY LINES
(SANITARY SEWER /
WATER / STORM)
41,735 SF

STREAMS/BUFFERS
WETLANDS/UNUSABLE
LAND
362,314 SF

TOTAL IMPACTS = 9.27 ACRES

JUSTIFICATION:
The Site has a extreme hardship of Size, Shape, Topography, and also special circumstances. The shape of the property odd as a triangle with many angles that make development challenging. The topography is one of the most challenging portions of this development. It slopes heavily in usable areas and very flat in low areas creating limited areas of development. The way the stream buffers cross the site creates limited areas that can be developed. In addition to the site issues the special circumstances that exists on the property is the number of existing sanitary sewer lines that traverse the property. There are 4 different sanitary outfalls that run across the property and serve the downtown area. There is also a waterline that serves the city that runs through the middle of the site. This is a major tract of land for the development of the downtown area and these sewer lines, creek locations, topography, and shape/size provide a real hardship for relief for this property.

24 HOUR CONTACT:
BRYAN FLINT

GEORGIA811
www.Georgia811.com
Know what's below. Call before you dig.

P: (770) 451-2741 F: (770) 451-3915
WWW.PEC.PLUS
PEC+
Planners & Engineers Collaborative+
LAND PLANNING + LANDSCAPE ARCHITECTURE + CIVIL ENGINEERING
ARBORISTS + SURVEYING & CONSTRUCTION + WATER RESOURCES
350 RESEARCH COURT STE 200
PEACHTREE CORNERS, GA 30092

PROJECT

EAST GORDON STREET AT WEST GORDON

A WALKABLE DOWNTOWN MASTER PLANNED RESIDENTIAL DEVELOPMENT
AT
GORDON STREET AT EAST GORDON

CITY OF VILLA RICA, CAROLL COUNTY JURISDICTION

FOR

ARROWHEAD REAL ESTATE

MUNICIPALITY PROJECT #

REVISIONS

NO.	DATE	BY	DESCRIPTION

THIS SEAL IS ONLY VALID IF COUNTER SIGNED AND DATED WITH AN ORIGINAL SIGNATURE.

GEORGIA REGISTERED No. 34393 PROFESSIONAL ENGINEER KENNETH J WOOD

GSWCC LEVEL II DESIGN PROFESSIONAL
CERTIFICATION # 0000059389 EXP. 10/28/2021

SITE HARDSHIP EXHIBIT

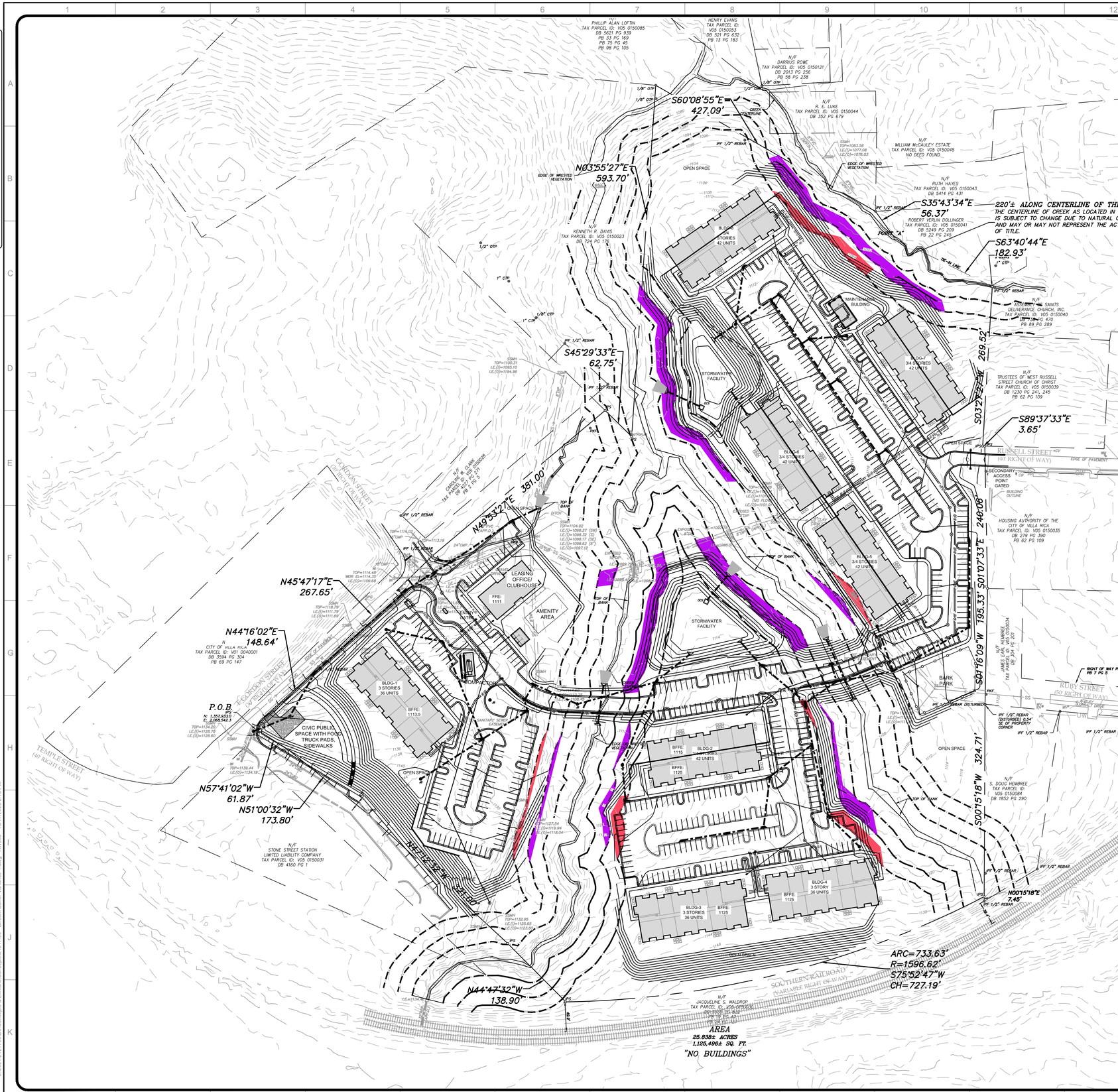
0 40 80 160 320

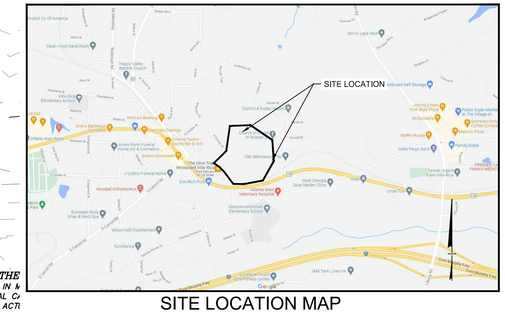
SCALE: 1" = 80'
DATE: 10/17/2023
PROJECT: 21217.00

GRID NORTH
GEORGIA WEST ZONE

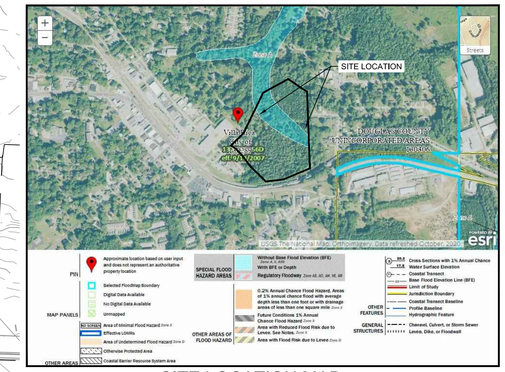
SH1
SHEET

This drawing is the property of Planners and Engineers Collaborative and is not to be copied in whole or in part. It is not to be used on any other project and is to be returned upon request. © Planners and Engineers Collaborative





SITE LOCATION MAP
NOT TO SCALE



SITE LOCATION MAP
NOT TO SCALE

IMPERVIOUS SETBACK DISTURBANCE
9,200 SF TOTAL

UNDISTURBED CITY BUFFER DISTURBANCE
33,943 SF TOTAL

JUSTIFICATION:
The Site has a extreme hardship of Size, Shape, Topography, and also special circumstances. The shape of the property odd as a triangle with many angles that make development challenging. The topography is one of the most challenging portions of this development. It slopes heavily in usable areas and very flat in low areas creating limited areas of development. The way the stream buffers cross the site creates limited areas that can be developed. In addition to the site issues the special circumstances that exists on the property is the number of existing sanitary sewer lines that traverse the property. There are 4 different sanitary outfalls that run across the property and serve the downtown area. There is also a waterline that serves the city that runs through the middle of the site. This is a major tract of land for the development of the downtown area and these sewer lines, creek locations, topography, and shape/size provide a real hardship for relief for this property.

24 HOUR CONTACT:
BRYAN FLINT

GEORGIA811
www.Georgia811.com
Know what's below. Call before you dig.

P: (770) 451-2741 F: (770) 451-3915
WWW.PEC.PLUS
PEC+
Planners & Engineers Collaborative+
LAND PLANNING + LANDSCAPE ARCHITECTURE + CIVIL ENGINEERING
ARBORISTS + SURVEYING & CONSTRUCTION + WATER RESOURCES
350 RESEARCH COURT STE 200
PEACHTREE CORNERS, GA 30092

PROJECT

EAST GORDON STREET AT WEST GORDON

A WALKABLE DOWNTOWN MASTER PLANNED RESIDENTIAL DEVELOPMENT
AT
GORDON STREET AT EAST GORDON

CITY OF VILLA RICA, CAROLL COUNTY
JURISDICTION

FOR

ARROWHEAD REAL ESTATE

MUNICIPALITY PROJECT #

REVISIONS

NO.	DATE	BY	DESCRIPTION

THIS SEAL IS ONLY VALID IF COUNTER SIGNED AND DATED WITH AN ORIGINAL SIGNATURE.

GEORGIA REGISTERED No. 34393 PROFESSIONAL ENGINEER KENNETH J WOOD

GSWCC LEVEL II DESIGN PROFESSIONAL
CERTIFICATION # 0000059389 EXP. 10/28/2021

STREAM BUFFER VARIANCE

0 40 80 160 320

SCALE: 1" = 80'
DATE: 10/17/2023
PROJECT: 21217.00

GRID NORTH
GEORGIA WEST ZONE

SB1
SHEET

Planners & Engineers Collaborative+

10/18/2023

Re: **Variance Criteria Responses – Petition to Encroach into the Impervious Setback and Undisturbed City Buffer**
East Gordon Street at West Gordon (26.06 +/- acres)
PEC+ Project No. 21217.00

Please see below the responses to the criteria for granting development standards variances as outlined in the City of Villa Rica Stream Protection Ordinance:

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

Granting the stream buffer variance will not be injurious to the public health, safety, morals, and general welfare of the community. The unique size, shape, and topography of the property present significant challenges for development. The triangular shape with multiple angles makes it difficult to design and construct buildings efficiently. The topography is characterized by steep slopes in usable areas and very flat terrain in low areas, limiting the suitable areas for development. Despite these challenges, granting the variance will facilitate the development of the downtown area, which will contribute to the overall economic growth and vitality of the community, thereby promoting the general welfare.

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 use and value of the areas adjacent to the property will not be substantially adversely affected by granting the stream buffer variance. The irregular shape and limited areas of development on the site ensure that neighboring properties are not excessively impacted. By carefully designing and planning the development, we can minimize any potential negative effects on adjacent properties, preserving their use and property values. The focus will be on creating a harmonious and aesthetically pleasing integration with the surrounding environment, ensuring that adjacent properties are not negatively affected.

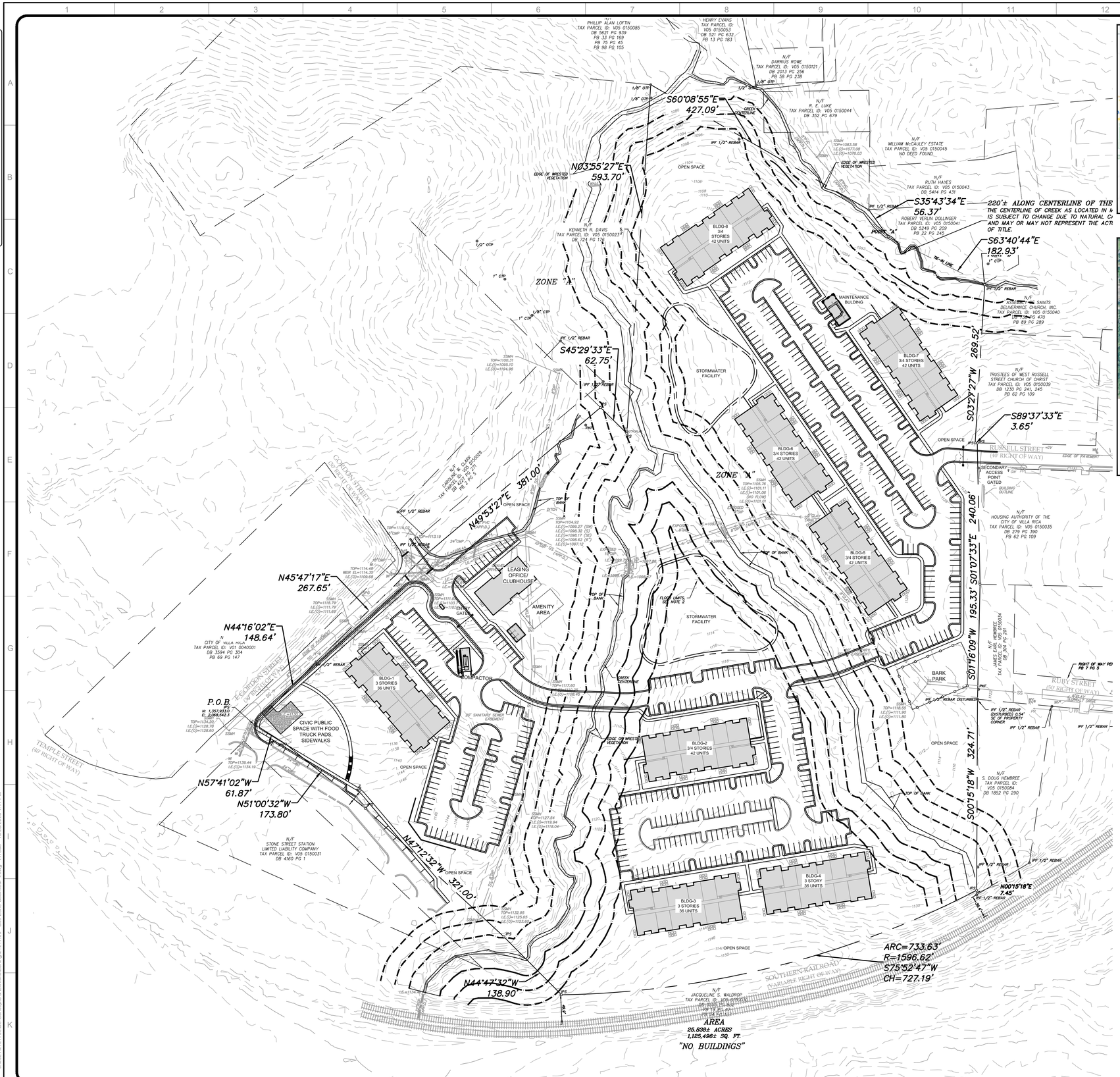
iii) Practical Difficulty: The strict application of the terms of this ordinance will result in a practical difficulty in the use of the property. This situation shall not be self-imposed, nor be based on a perceived reduction of, or restriction on, economic gain.

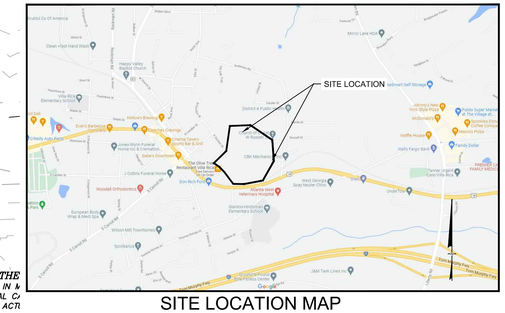
The strict application of the stream buffer ordinance would result in practical difficulties in the use of the property. The size, shape, and topography of the site, combined with the presence of existing sanitary sewer lines, create a unique and challenging circumstance for development. The numerous angles and triangular shape of the property, coupled with the limited usable areas due to topographical variations, present significant hurdles. The presence of multiple sanitary sewer lines further complicates development efforts. Granting the variance will provide relief and allow for the efficient use of the property, avoiding self-imposed hardships and facilitating the development without a perceived reduction of economic gain.

Sincerely,
Planners and Engineers Collaborative, Inc.

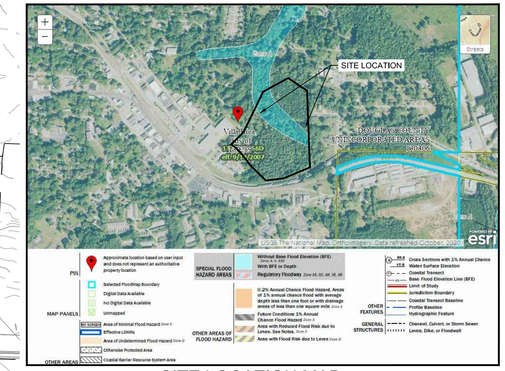
350 Research Ct, Ste. 200, Peachtree Corners, Georgia 30092 ▪ 48 Atlanta Street, Marietta, Georgia 30060
Main: (770) 451-2741 ▪ Fax: (770) 451-3915
www.pecatl.com

This drawing is the property of Planners and Engineers Collaborative and is not to be copied in whole or in part. It is not to be used on any other project and is to be returned upon request. © Planners and Engineers Collaborative





SITE LOCATION MAP
NOT TO SCALE



SITE LOCATION MAP
NOT TO SCALE

SITE DATA:	
SITE AREA	26.06 ACRES
ZONING	
EXISTING ZONING	CMU - COMMERCIAL MIXED USE
EXISTING FUTURE LAND USE	MIXED USE
ZONING JURISDICTION	CITY OF VILLA RICA
USE CALCULATIONS	
TOTAL SITE AREA	26.06 ACRES
TOTAL CIVIC PUBLIC INSTITUTIONAL AREA	0.48 ACRES CIVIC
LEASING/FITNESS CENTER/BUSINESS CENTER	6,000 SF
MULTIFAMILY APARTMENTS	318 UNITS
GROSS DENSITY	12.20 UNITS PER ACRE GROSS
SETBACK REQUIREMENTS	
FRONT PROPERTY SETBACK	15 FEET
SIDE PROPERTY SETBACK	10 FEET
REAR PROPERTY SETBACK	20 FEET
SETBACK FROM ALL RIGHT OF WAYS	15 FEET FRONTAGE
REQUIRED BUFFERS	NONE
DEVELOPMENT STANDARDS	
MIN DEVELOPMENT SIZE	10,000 SF
MINIMUM FRONTAGE	60 FEET
MAX BUILDING HEIGHT	35 FEET
MIN UNITS SQUARE FOOTAGE	750 SF
MAXIMUM LOT COVERAGE / IMPERVIOUS	60 % OF SITE / 75 % OF SITE
OPEN SPACE CALCULATIONS	
DEDICATED OPEN SPACE	4 ACRES (15% OF SITE)
OPEN SPACE REQUIRED	15%
OPEN SPACE PROVIDED	11.56 ACRES OPEN
OPEN SPACE PROVIDED % OF SITE	44.38 % OF SITE
PARKING REQUIREMENTS	
CIVIC SPACE PARKING PROVIDED	12 SPACES
TOTAL PARKING REQUIRED	423 SPACES (1-1BD / 1.6-2BD / 1.8 - 3 BD)
GUEST PARKING REQUIRED 1 SP/ 3 DWELLINGS	105 SPACES
TOTAL REQUIRED PARKING	528 SPACES (1.67 REQUIRED)
TOTAL PROVIDED PARKING	528 SPACES (1.67 SP/UNIT)

24 HOUR CONTACT:
BRYAN FLINT

GEORGIA811
www.Georgia811.com
Know what's below. Call before you dig.

P: (770) 451-2741 F: (770) 451-3915
WWW.PEC.PLUS
PEC+
Planners & Engineers Collaborative+
LAND PLANNING + LANDSCAPE ARCHITECTURE + CIVIL ENGINEERING
ARBORISTS + SURVEYING & CONSTRUCTION + WATER RESOURCES
350 RESEARCH COURT STE 200
PEACHTREE CORNERS, GA 30092

PROJECT

EAST GORDON STREET AT WEST GORDON

A WALKABLE DOWNTOWN MASTER PLANNED RESIDENTIAL DEVELOPMENT

AT

GORDON STREET AT EAST GORDON

CITY OF VILLA RICA, CAROLL COUNTY JURISDICTION

FOR

ARROWHEAD REAL ESTATE

MUNICIPALITY PROJECT #

REVISIONS

NO.	DATE	BY	DESCRIPTION

THIS SEAL IS ONLY VALID IF COUNTER SIGNED AND DATED WITH AN ORIGINAL SIGNATURE.

GEORGIA REGISTERED No. 34393 PROFESSIONAL ENGINEER KENNETH J WOOD

GSWCC LEVEL II DESIGN PROFESSIONAL CERTIFICATION # 0000059389 EXP. 10/28/2021

MASTER SITE REZONING PLAN

0 40 80 160 320

SCALE: 1" = 80'
DATE: 10/23/2023
PROJECT: 21217.00

GRID NORTH
GEORGIA WEST ZONE

Z4
SHEET

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: TA-02-23 – Text Amendment to Establish Wholesale Businesses within the C1 Zone

AGENDA DATE: December 12, 2023

DATE PREPARED: November 30, 2023
PREPARED BY: Ronald Johnson, Planning & Zoning Administrator

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

PURPOSE: Arpit Realty, LLC seeks a Text Amendment in order to establish Wholesale Businesses as a permitted use within the C1 Zone.

BACKGROUND: The current Villa Rica Zoning Ordinance does not address commercial wholesale businesses in the city. The applicant is interested in establishing such use at property owned on Old Liberty Road. As such, 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. The ordinance would permit Wholesale Businesses in the C1 zone by right.

PLANNING COMMISSION RECOMMENDATION: APPROVAL (3-2)

STAFF RECOMMENDATION: Approval w/ Conditions

Reasons: Wholesale businesses and clubs are very popular and are generally not open to the public. The applicant is interested in operating a wholesale business in the C1 Zone, to which staff does not see any land use issues with for the C1 Zone as a whole.

Condition: Wholesale shall be limited to 10,000 SF in the C1 Zone.

IMPACT: N/A

MOTION:

(1) I move to approve the requested Text Amendment from Arpit Realty, LLC, limited to 10,000 square feet in the C1 Zone.

SC | SMITH CONERLY LLP

402 Newnan Street
Carrollton, Georgia 30117
phone: 770-834-1160
fax: 770-834-1190
smithconerly.com

CHARLES S. CONERLY
cconerly@smithconerly.com

August 25, 2023

Via: ***Hand Delivery***
& Electronic Mail to rjohnson@villarica.gov

Ronald Johnson
Planning and Zoning Administrator
City of Villa Rica
571 West Bankhead Highway
Villa Rica, GA 30180

Re: ***Arpit Realty, LLC***
Application for UDC Text Amendment
Property Tax Parcel Nos. 01460250021 & 01460250019

Dear Ronald:

I hope this letter finds you well. As you know, I represent Arpit Realty, LLC ("Arpit"), which owns the above two parcels consisting of a total of 2.14 acres and located along Mirror Lake Blvd. The property is currently zoned C2 (Commercial Medium Density), and Arpit would like to develop the property as a wholesale business to sell and supply merchandise and other supplies to retail convenience stores.

Arpit believes that such a use fits within the definition of "Business, Wholesale" in the Zoning Ordinance of the City of Villa Rica, Georgia (the "Ordinance"). However, that use is not specifically listed among the permitted uses in Section 4.14 (C2-Commercial Medium Density) of the Ordinance. By way of the enclosed application, Arpit is requesting a UDC Text Amendment to add "Business, Wholesale" as a permitted use in Section 4.14 of the Ordinance.

As always, feel free to follow up with any questions or if you need anything further from me.

Best regards,

SMITH CONERLY LLP

Charles S. Conerly

APPLICATION FOR
UDC TEXT AMENDMENT / ZONING MAP AMENDMENT

☒ UDC TEXT AMENDMENT ☐ ZONING MAP AMENDMENT
ANNEXATION

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: Arpit Realty, LLC

Address: 900 Hillwood Circle **City:** Villa Rica **State:** GA **Zip:** 30180

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

Agent Name: Charles S. Conerly

Address: 402 Newnan Street **City:** Carrollton **State:** GA **Zip:** 30117

Phone: (770) 834 - 1160 **Fax:** (770) 834 - 1190 **Email:** cconerly@smithconerly.com

Owner Name *(If different from applicant)*: ____

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

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

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

REZONING REQUEST

Existing Zoning: C2 (Commercial Medium Density) (Douglas County) **Requested Zoning:** Same

Property Address: Old Liberty Rd & Mirror Lake Blvd. **Nearest Intersection:** Same

Present Use of Property: Undeveloped

Proposed Use: Business Wholesale

Size of Tract: 2.14 (total) **Land Lot Numbers:** 146 & 175 **Districts:** 2nd Douglas County

Gross Density: TBD **units per acre** **Net Density:** TBD **units per acre**

Property Tax Parcel Number: 01460250021 & 01460250019 Douglas County

(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: ____

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, Charles S. Conerly, as attorney for Arpit Realty, LLC, ***hereby state that all of the above statements and statements contained in the documents submitted with this application are true.***

Signature of Applicant 08/25/23 **Date**

Required Materials to Accompany the Application for Zoning Map Amendment:
The Community Development Manager may waive informational requirements upon finding that the information is not required to determine compliance with UDC requirements.

☐ 1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.

☐ 2. A site development plan prepared in conformance with submittal requirements (unless waived by Community Development Manager or requested zoning district is Single-Family Residential).

☐ 3. A written statement describing the following:

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

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

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

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

e. The proposed time schedule and phasing for development;

f. The source/method for providing utility/infrastructure services to the property;

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

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

☐ 4. Additional exhibits, as may be required by the Community Development Director.

Required Materials to Accompany the Application for UDC Text Amendment:
The Community Development Manager may waive informational requirements upon finding that the information is not required to determine compliance with UDC requirements.

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

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 25th day of August, 2023.

Arpit Realty, LLC
Applicant's Name – Printed

Signature of Applicant

Charles S. Conerly
Applicant's Attorney, if applicable – Printed

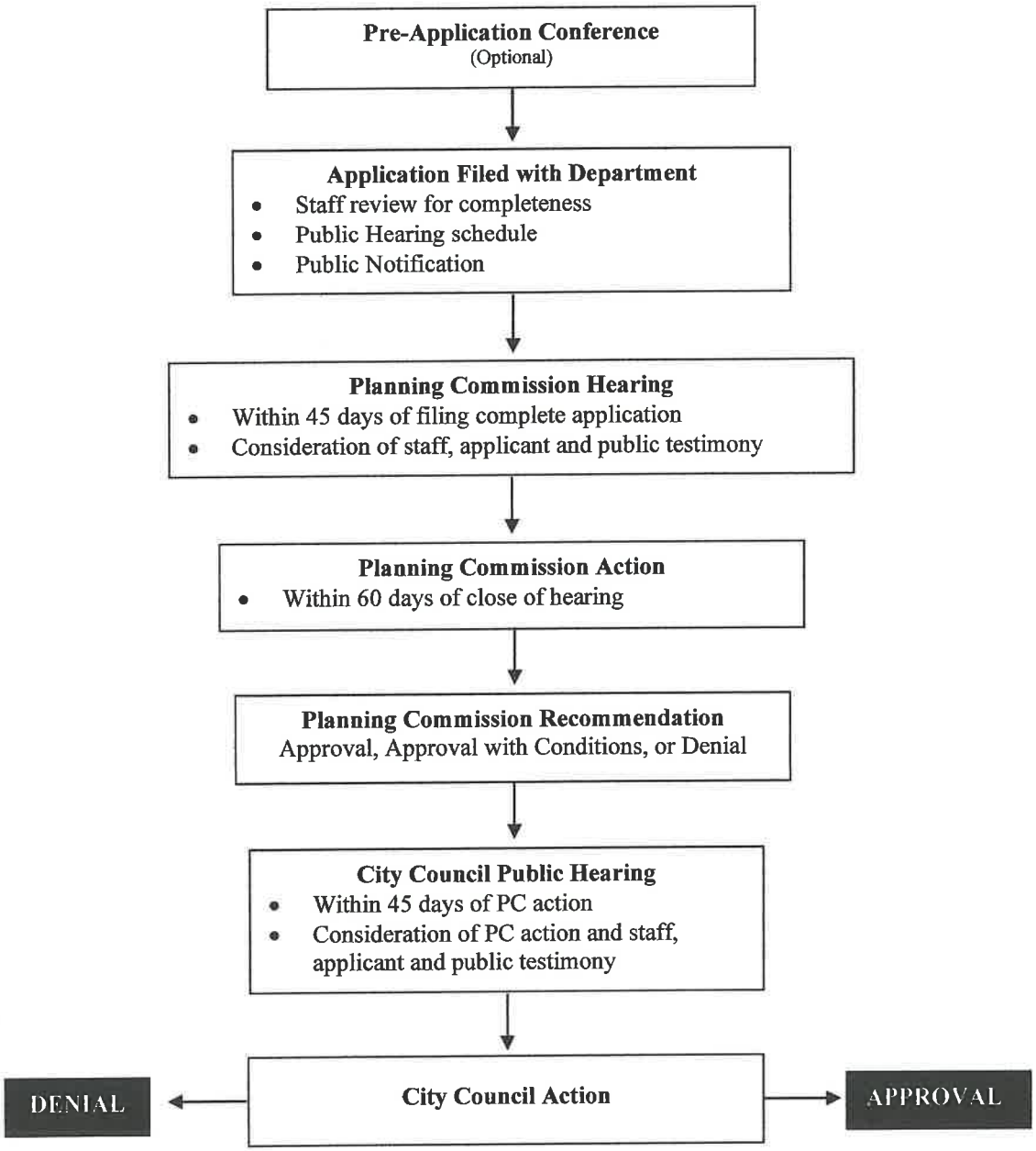
Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 25th day of August, 2023.

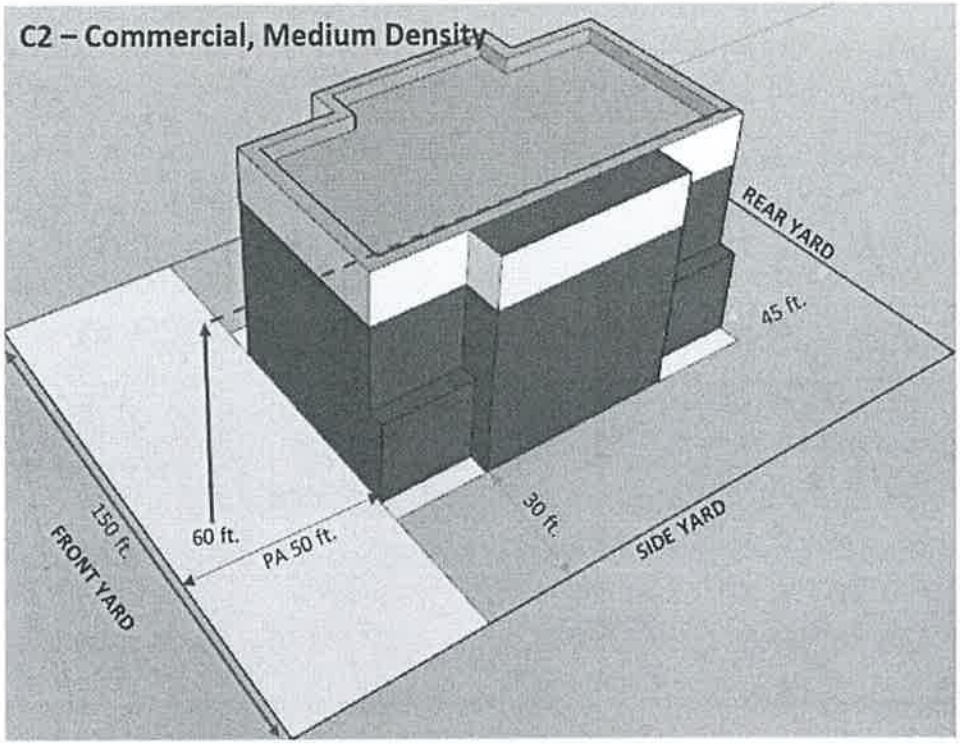
Karen Earnest
Notary Public

KAREN EARNEST
NOTARY PUBLIC
EXP. JULY 26, 2025
CARROLL COUNTY, GEORGIA

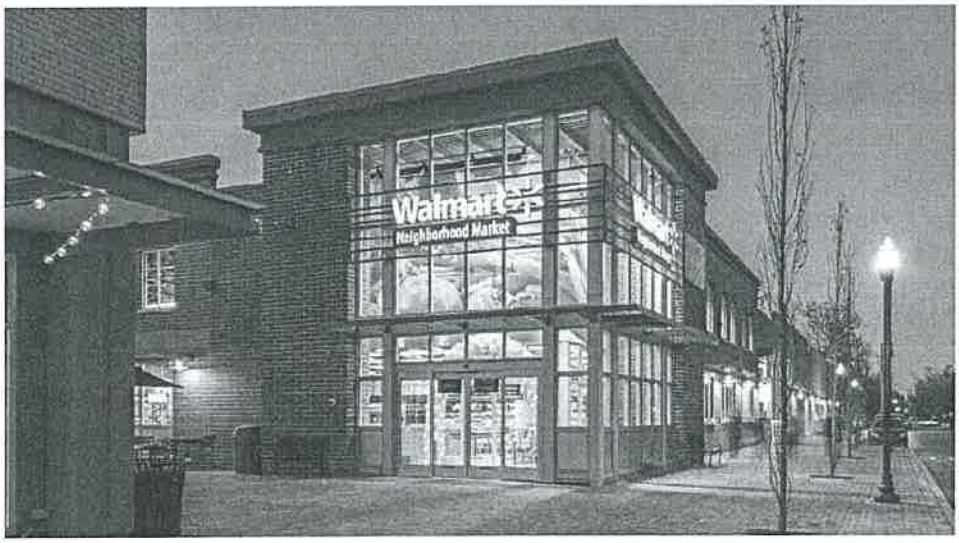
1. *Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.*


Pre-Application Conference
(Optional)
Application Filed with Department
Staff review for completeness
Public Hearing schedule
Public Notification
Planning Commission Hearing
Within 45 days of filing complete application
Consideration of staff, applicant and public testimony
Planning Commission Action
Within 60 days of close of hearing
Planning Commission Recommendation
Approval, Approval with Conditions, or Denial
City Council Public Hearing
Within 45 days of PC action
Consideration of PC action and staff, applicant and public testimony
City Council Action
DENIAL
APPROVAL

Sec. 4.14. C2—Commercial, Medium-Density.



The plan shown does not reflect all requirements contained in this Ordinance.



	C2 Commercial Medium-Density
Minimum Lot Size	2.5 ac.
Minimum Lot Width	150 ft.
Minimum Lot Frontage	50 ft.

Maximum Building Height[9]	Principal	60 ft.
	Accessory	26 ft.
Front Setback[1, 10]		PA: 50 ft. MA: 45 ft. MC: 45 ft. RC: 40 ft. LR: 35 ft.
Side Setback[2]	Principal	10 ft.
	Accessory	10 ft. / 30 ft.[4]
Rear Setback[2]	Principal	45 ft.
	Accessory	15 ft. / 45 ft.[6]
Minimum Distance from Structures on Same Lot		10 ft.
Minimum Ground Floor Area (Per Unit)	1 story	N/A
	2+ story	N/A
Total Minimum Living Area (Per Unit)		N/A
Minimum Living Area Facade Width		N/A
Maximum Lot Coverage (structures and buildings)		50%
Maximum Lot Coverage (all impervious surfaces)		80%

1 See accessory structure location restrictions *Section 8.02 - Accesory Uses and Structure Standards*

2 Check buffer yard standards *Section 7.05 - Landscaping Standards* and/or apply any applicable easement widths

9 See height exemptions per *Section 7.10 - Height Standards*

10 The front building setback may be reduced to a minimum of twenty-five (25) feet for single-family residential subdivision streets within major plats, minor plats, and horizontal property regimes

District Intent

The intent of the Commercial, Medium-Density (C2) District is to encourage the establishment of business and institutional uses that serve a regional market and require convenient access to high-volume transportation routes such as interstate highways or major arterial. In addition to the permitted uses identified in C1, C2 includes:

Special Exception Required

1) Agriculture
   a) farm equipment sales and service
2) Commercial
   a) motor vehicle sales, small
3) Light and Heavy Industrial
   a) Auction facility (excluding livestock)

Permitted Uses

1) Agricultural
   a) winery
2) Communications / Utilities
   a) essential services, minor
   b) essential services, major

3) Institutional

a) educational institution, excluding p-12, public

b) educational institution, p-12 only, public

c) educational institution, excluding p-12, private

d) educational institution, p-12 only, private

e) bus/train terminal

f) parking lot or structure (as primary use)

g) clinic

h) community center

i) healthcare facilities, medical and emergency

j) lodge or private club

k) publicly owned buildings or facilities

4) Parks & Recreation

a) Campground/rv park

b) nature preserve

5) Commercial

a) car wash

b) filling station

c) motor vehicle parts sales (without on-site repair)

d) motor vehicle repair and service, minor

e) motor vehicle sales, large

f) truck stop/travel center

g) banquet or assembly hall

h) conference/convention center

i) entertainment complex

j) commercial services

k) daycare center (child/adult)

l) fitness center

m) hotels/motels

n) kennel, inside runs/groomers

o) storage, self-service

p) administrative/professional office

q) bank/financial/investment institution

r) data processing/call center

s) employment service

t) medical/dental laboratories

u) veterinarian clinic and animal hospitals

v) bar/tavern

w) coffee shop

x) microbrewery/brew-pub

y) wine and craft beer boutiques

z) restaurants

aa) restaurants, fast food

bb) retail, small scale (less than 15,000 sf.)

cc) retail, medium-scale (greater than 15,000 sf, less than 35,000 sf)

dd) retail, large-scale, (greater than 35,000 sf)

ee) business, wholesale

SC | SMITH CONERLY LLP

402 Newnan Street
Carrollton, Georgia 30117
phone: 770-834-1160
fax: 770-834-1190
smithconerly.com

CHARLES S. CONERLY
cconerly@smithconerly.com

August 25, 2023

Via: ***Hand Delivery***
& Electronic Mail to rjohnson@villarica.gov

Ronald Johnson
Planning and Zoning Administrator
City of Villa Rica
571 West Bankhead Highway
Villa Rica, GA 30180

Re: ***Arpit Realty, LLC***
Application for UDC Text Amendment
Property Tax Parcel Nos. 01460250021 & 01460250019

Dear Ronald:

I hope this letter finds you well. As you know, I represent Arpit Realty, LLC ("Arpit"), which owns the above two parcels consisting of a total of 2.14 acres and located along Mirror Lake Blvd. The property is currently zoned C2 (Commercial Medium Density), and Arpit would like to develop the property as a wholesale business to sell and supply merchandise and other supplies to retail convenience stores.

Arpit believes that such a use fits within the definition of "Business, Wholesale" in the Zoning Ordinance of the City of Villa Rica, Georgia (the "Ordinance"). However, that use is not specifically listed among the permitted uses in Section 4.14 (C2-Commercial Medium Density) of the Ordinance. By way of the enclosed application, Arpit is requesting a UDC Text Amendment to add "Business, Wholesale" as a permitted use in Section 4.14 of the Ordinance.

As always, feel free to follow up with any questions or if you need anything further from me.

Best regards,

SMITH CONERLY LLP

Charles S. Conerly

APPLICATION FOR
UDC TEXT AMENDMENT / ZONING MAP AMENDMENT

☒ UDC TEXT AMENDMENT ☐ ZONING MAP AMENDMENT
ANNEXATION

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: Arpit Realty, LLC

Address: 900 Hillwood Circle **City:** Villa Rica **State:** GA **Zip:** 30180

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

Agent Name: Charles S. Conerly

Address: 402 Newnan Street **City:** Carrollton **State:** GA **Zip:** 30117

Phone: (770) 834 - 1160 **Fax:** (770) 834 - 1190 **Email:** cconerly@smithconerly.com

Owner Name *(If different from applicant)*: ____

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

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

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

REZONING REQUEST

Existing Zoning: C2 (Commercial Medium Density) (Douglas County) **Requested Zoning:** Same

Property Address: Old Liberty Rd & Mirror Lake Blvd. **Nearest Intersection:** Same

Present Use of Property: Undeveloped

Proposed Use: Business Wholesale

Size of Tract: 2.14 (total) **Land Lot Numbers:** 146 & 175 **Districts:** 2nd Douglas County

Gross Density: TBD **units per acre** **Net Density:** TBD **units per acre**

Property Tax Parcel Number: 01460250021 & 01460250019 Douglas County

(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: ____

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, Charles S. Conerly, as attorney for Arpit Realty, LLC, ***hereby state that all of the above statements and statements contained in the documents submitted with this application are true.***

Signature of Applicant 08/25/23 **Date**

Required Materials to Accompany the Application for Zoning Map Amendment:
The Community Development Manager may waive informational requirements upon finding that the information is not required to determine compliance with UDC requirements.

☐ 1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.

☐ 2. A site development plan prepared in conformance with submittal requirements (unless waived by Community Development Manager or requested zoning district is Single-Family Residential).

☐ 3. A written statement describing the following:

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

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

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

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

e. The proposed time schedule and phasing for development;

f. The source/method for providing utility/infrastructure services to the property;

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

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

☐ 4. Additional exhibits, as may be required by the Community Development Director.

Required Materials to Accompany the Application for UDC Text Amendment:
The Community Development Manager may waive informational requirements upon finding that the information is not required to determine compliance with UDC requirements.

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

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 25th day of August, 2023.

Arpit Realty, LLC
Applicant's Name – Printed

Signature of Applicant

Charles S. Conerly
Applicant's Attorney, if applicable – Printed

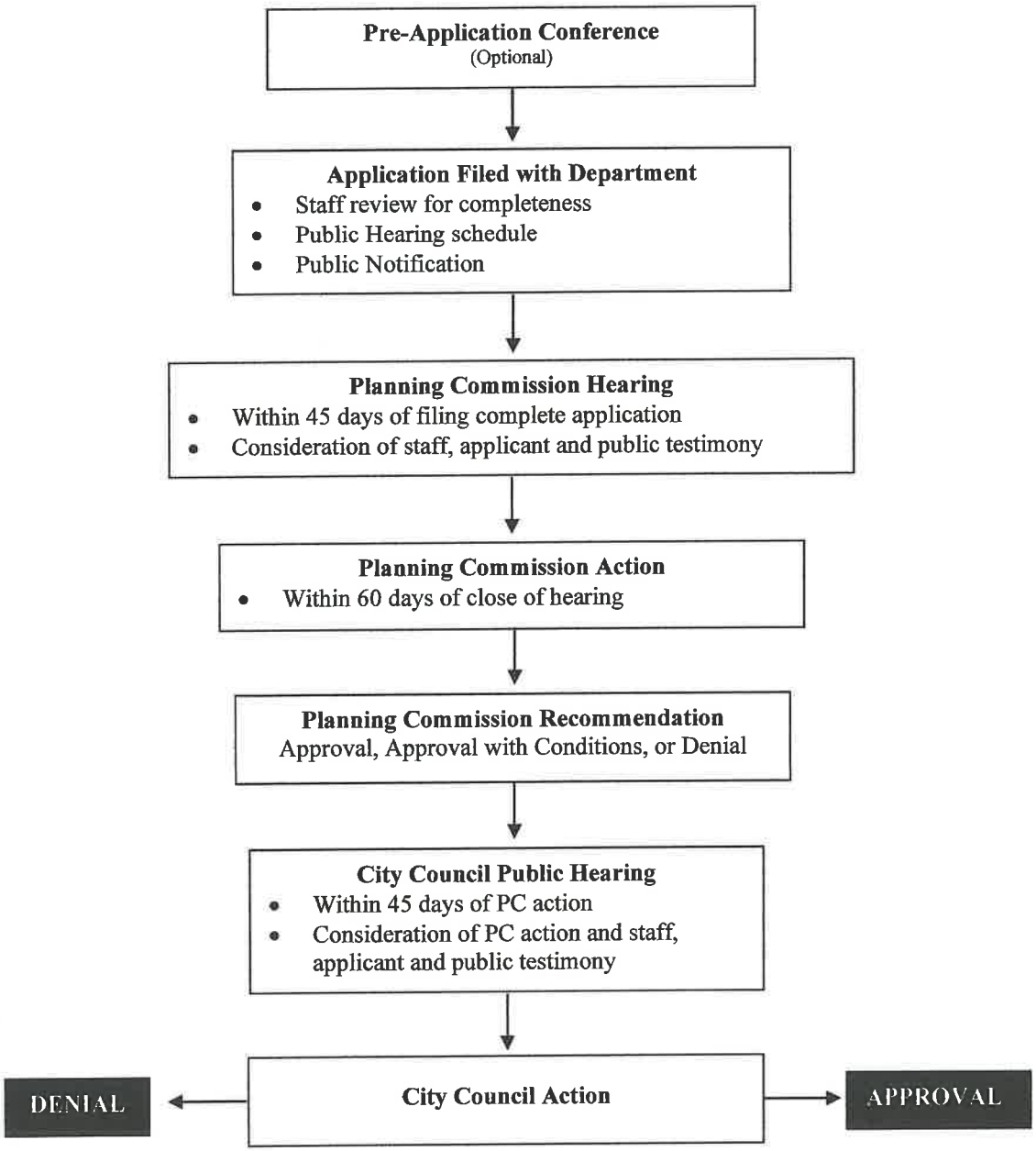
Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 25th day of August, 2023.

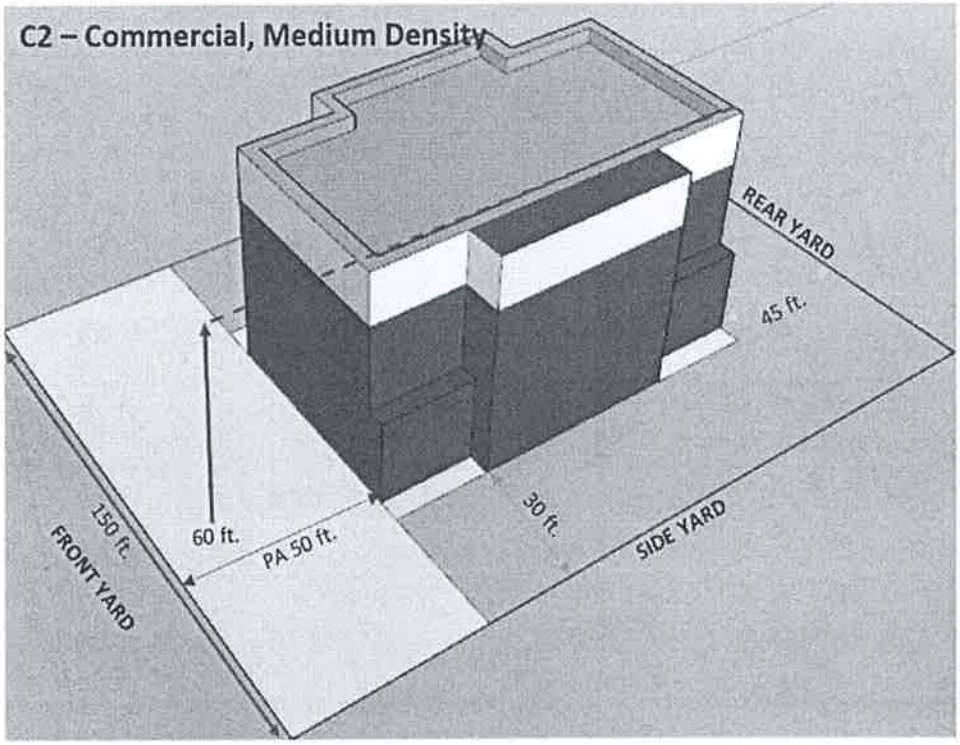
Karen Earnest
Notary Public

KAREN EARNEST
NOTARY PUBLIC
EXP. JULY 26, 2025
CARROLL COUNTY, GEORGIA

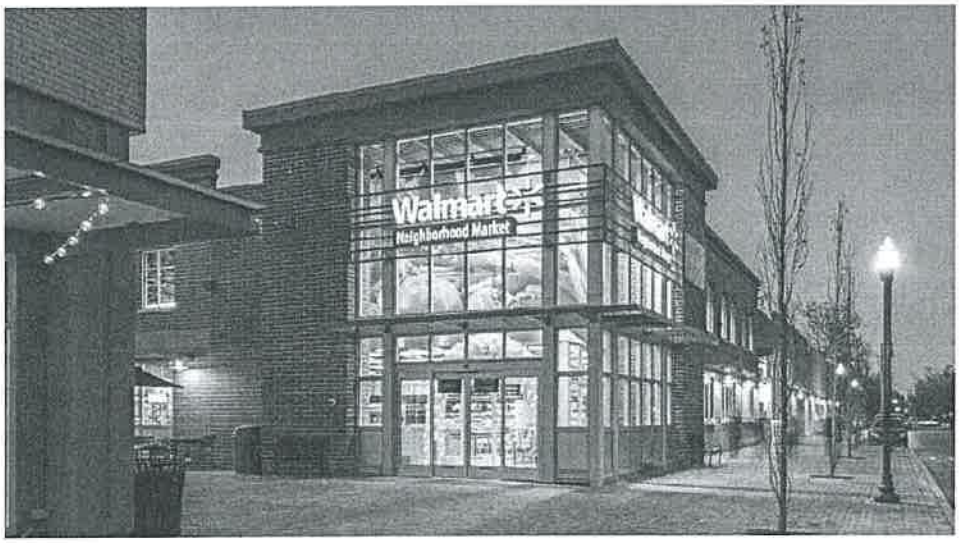
1. *Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.*


Pre-Application Conference
(Optional)
Application Filed with Department
Staff review for completeness
Public Hearing schedule
Public Notification
Planning Commission Hearing
Within 45 days of filing complete application
Consideration of staff, applicant and public testimony
Planning Commission Action
Within 60 days of close of hearing
Planning Commission Recommendation
Approval, Approval with Conditions, or Denial
City Council Public Hearing
Within 45 days of PC action
Consideration of PC action and staff, applicant and public testimony
City Council Action
DENIAL
APPROVAL

Sec. 4.14. C2—Commercial, Medium-Density.



The plan shown does not reflect all requirements contained in this Ordinance.



	C2 Commercial Medium-Density
Minimum Lot Size	2.5 ac.
Minimum Lot Width	150 ft.
Minimum Lot Frontage	50 ft.

Maximum Building Height[9]	Principal	60 ft.
	Accessory	26 ft.
Front Setback[1, 10]		PA: 50 ft. MA: 45 ft. MC: 45 ft. RC: 40 ft. LR: 35 ft.
Side Setback[2]	Principal	10 ft.
	Accessory	10 ft. / 30 ft.[4]
Rear Setback[2]	Principal	45 ft.
	Accessory	15 ft. / 45 ft.[6]
Minimum Distance from Structures on Same Lot		10 ft.
Minimum Ground Floor Area (Per Unit)	1 story	N/A
	2+ story	N/A
Total Minimum Living Area (Per Unit)		N/A
Minimum Living Area Facade Width		N/A
Maximum Lot Coverage (structures and buildings)		50%
Maximum Lot Coverage (all impervious surfaces)		80%

1 See accessory structure location restrictions *Section 8.02 - Accesory Uses and Structure Standards*

2 Check buffer yard standards *Section 7.05 - Landscaping Standards* and/or apply any applicable easement widths

9 See height exemptions per *Section 7.10 - Height Standards*

10 The front building setback may be reduced to a minimum of twenty-five (25) feet for single-family residential subdivision streets within major plats, minor plats, and horizontal property regimes

District Intent

The intent of the Commercial, Medium-Density (C2) District is to encourage the establishment of business and institutional uses that serve a regional market and require convenient access to high-volume transportation routes such as interstate highways or major arterial. In addition to the permitted uses identified in C1, C2 includes:

Special Exception Required

1) Agriculture
   a) farm equipment sales and service
2) Commercial
   a) motor vehicle sales, small
3) Light and Heavy Industrial
   a) Auction facility (excluding livestock)

Permitted Uses

1) Agricultural
   a) winery
2) Communications / Utilities
   a) essential services, minor
   b) essential services, major

3) Institutional

a) educational institution, excluding p-12, public

b) educational institution, p-12 only, public

c) educational institution, excluding p-12, private

d) educational institution, p-12 only, private

e) bus/train terminal

f) parking lot or structure (as primary use)

g) clinic

h) community center

i) healthcare facilities, medical and emergency

j) lodge or private club

k) publicly owned buildings or facilities

4) Parks & Recreation

a) Campground/rv park

b) nature preserve

5) Commercial

a) car wash

b) filling station

c) motor vehicle parts sales (without on-site repair)

d) motor vehicle repair and service, minor

e) motor vehicle sales, large

f) truck stop/travel center

g) banquet or assembly hall

h) conference/convention center

i) entertainment complex

j) commercial services

k) daycare center (child/adult)

l) fitness center

m) hotels/motels

n) kennel, inside runs/groomers

o) storage, self-service

p) administrative/professional office

q) bank/financial/investment institution

r) data processing/call center

s) employment service

t) medical/dental laboratories

u) veterinarian clinic and animal hospitals

v) bar/tavern

w) coffee shop

x) microbrewery/brew-pub

y) wine and craft beer boutiques

z) restaurants

aa) restaurants, fast food

bb) retail, small scale (less than 15,000 sf.)

cc) retail, medium-scale (greater than 15,000 sf, less than 35,000 sf)

dd) retail, large-scale, (greater than 35,000 sf)

ee) business, wholesale

SC | SMITH CONERLY LLP

402 Newnan Street
Carrollton, Georgia 30117
phone: 770-834-1160
fax: 770-834-1190
smithconerly.com

CHARLES S. CONERLY
cconerly@smithconerly.com

December 4, 2023

Via: Electronic Mail to rjohnson@villarica.gov

Ronald Johnson
Planning and Zoning Administrator
City of Villa Rica
571 West Bankhead Highway
Villa Rica, GA 30180

Re: Arpit Realty, LLC
Application for UDC Text Amendment (Application No. TA-02-23)
Property Tax Parcel Nos. 01460250021 & 01460250019

Dear Ronald:

I hope you are well and that you and yours are enjoying this holiday season. As you know, I represent Arpit Realty, LLC ("Arpit") with respect to its pending application for a UDC Text Amendment (i.e., Application No. TA-02-23). Specifically, Arpit seeks to amend the Zoning Ordinance of the City of Villa Rica, Georgia (the "Ordinance") by adding *Business, Wholesale* as a permitted use in Section 4.14 of the Ordinance.

The Ordinance defines *Business, Wholesale* as follows: "[a] business establishment that generally sells commodities in large quantities or by the piece to retailers, jobbers, other wholesale establishments, or manufacturing establishments. The commodities are basically for future resale, for use in the fabrication of a product or for use by a business service." But while the Ordinance defines the land use, it does not currently establish it as a permitted use within the Table of Land Uses or in the text of the Ordinance.

That said, the Ordinance states the intent of the C-2 (Commercial, Medium-Density) District is to encourage land uses that "serve a regional market" and are located on corridors with high traffic volumes. The *Business, Wholesale* use is compatible with both of these desired outcomes in C-2.

Furthermore, although not directly serving the public, *Business, Wholesale* serves a necessary function to encourage retail land uses within the commercial district and its strategic location in close proximity to these uses is warranted. These "back of house" operations ultimately support the commercial growth that is desired in the City of Villa Rica.

Finally, it should be noted that the Arpit property itself is a good example of how the *Business, Wholesale* use is suitable and complimentary to adjacent commercial uses. The Arpit property is located at the intersection of Highway 78 and Mirror Lake Boulevard and in close proximity to Interstate 20 (all corridors with high traffic volumes). Access to the property on a service road (Old Liberty Road) provides egress at a signalized intersection at Conners Road and Mirror Lake Boulevard. And it is completely surrounded by commercially-zoned tracts.

As always, feel free to follow up with any questions or if you need anything further from me.

Best regards,

SMITH CONERLY LLP

Charles S. Conerly

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: CU-04-23 – 419 Main Street – Special Exception Use to operate a Shipping Container Food Hall/Shared Kitchen and Public Hearing

AGENDA DATE: December 12th, 2023

DATE PREPARED: November 30, 2023
PREPARED BY: Ronald Johnson, Planning & Zoning Administrator

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

PURPOSE: Michael Rickman seeks a Special Exception Use Permit to operate a Food Hall/Shared Kitchen operation constructed using shipping containers.

BACKGROUND: The applicant came before the City Council on November 14th, 2023 to request Shipping Containers to be considered in the CBD, CMU, C2 and I2 zoning categories, which was approved by council without conditions. The property in question is in the CBD Zone. The applicant will be required to fulfill all development regulations and supplementary regulations for shipping containers.

STAFF RECOMMENDATION: APPROVAL with Conditions

Reasons: This will be a new concept that will permit for flex-space in our downtown, which currently has a very high occupancy rate.

Conditions:

1. The container village shall be constructed as presented in the architectural plans submitted with this application.
2. All architectural plans shall be entered into the legal record.

IMPACT: N/A

MOTION:

(1) I move to approve the requested Special Exception Use Permit by Michael Rickman, as presented.

APPLICATION FOR SPECIAL EXCEPTION

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

Date of Application: November 15th, 2023

APPLICANT

Applicant Name: Michael Rickman
Address: 224 W Montgomery Street **City:** Villa Rica **State:** GA **Zip:** 30180
Phone: (770) 365 - 1967 **Fax:** ( ) ____ - ____ **Email:** mr@radga.com
Agent Name: Michael Rickman
Address: 224 W Montgomery Street **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 Street **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.)

SPECIAL EXCEPTION

TYPE OF EXCEPTION (Select One): X **Conditional Use Permit** ____ **Development Standards Variance**

Name: Shipping Containers
Special Exception Location (attach location map): 419 Main Street, Villa Rica, GA 30180
Proposed Use: Food Hall w/ Shared Kitchen
Square Footage of Site: 7290 SF
Assessor's Parcel Number: N/A
Describe Proposed Special Exception: We propose to use shipping containers as a food hall with a shared kitchen. The containers will be structured on elevated concrete piers without disrupting the existing site. The top will also be a roof deck for outdoor sitting and dining.

(For Office Use Only)

Total Amount Paid $____ Cash____ Check #____ Received by: ____

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

Planning Commission: Approved Denied Date: ____ Conditions: No Yes How many: ____

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

Manager's Signature: ____ Date: ____

APPLICATION FOR
SPECIAL EXCEPTION

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

I, 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 11/15/2023 **Date**

Required Materials to Accompany the Application:

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

1) Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
2) A site development plan prepared in conformance with all application requirements;
3) *A written statement describing the following:*
   a) The proposed use;
   b) The effect the proposed development may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code;
   c) Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;
   d) The areas that are most likely to be directly affected by such change and the likely effects;
   e) Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts, or other social or economic conditions in the areas and zoning districts affected.
4) Any other exhibits as may be required by the Community Development Manager.

APPLICATION FOR
SPECIAL EXCEPTION

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

Has the applicant[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 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 15 day of NOVEMBER 20 23.

MICHAEL RICKMAN
Applicant's Name – Printed

Signature of Applicant

Applicant's Attorney, if applicable – Printed

Signature of Applicant's Attorney, if applicable

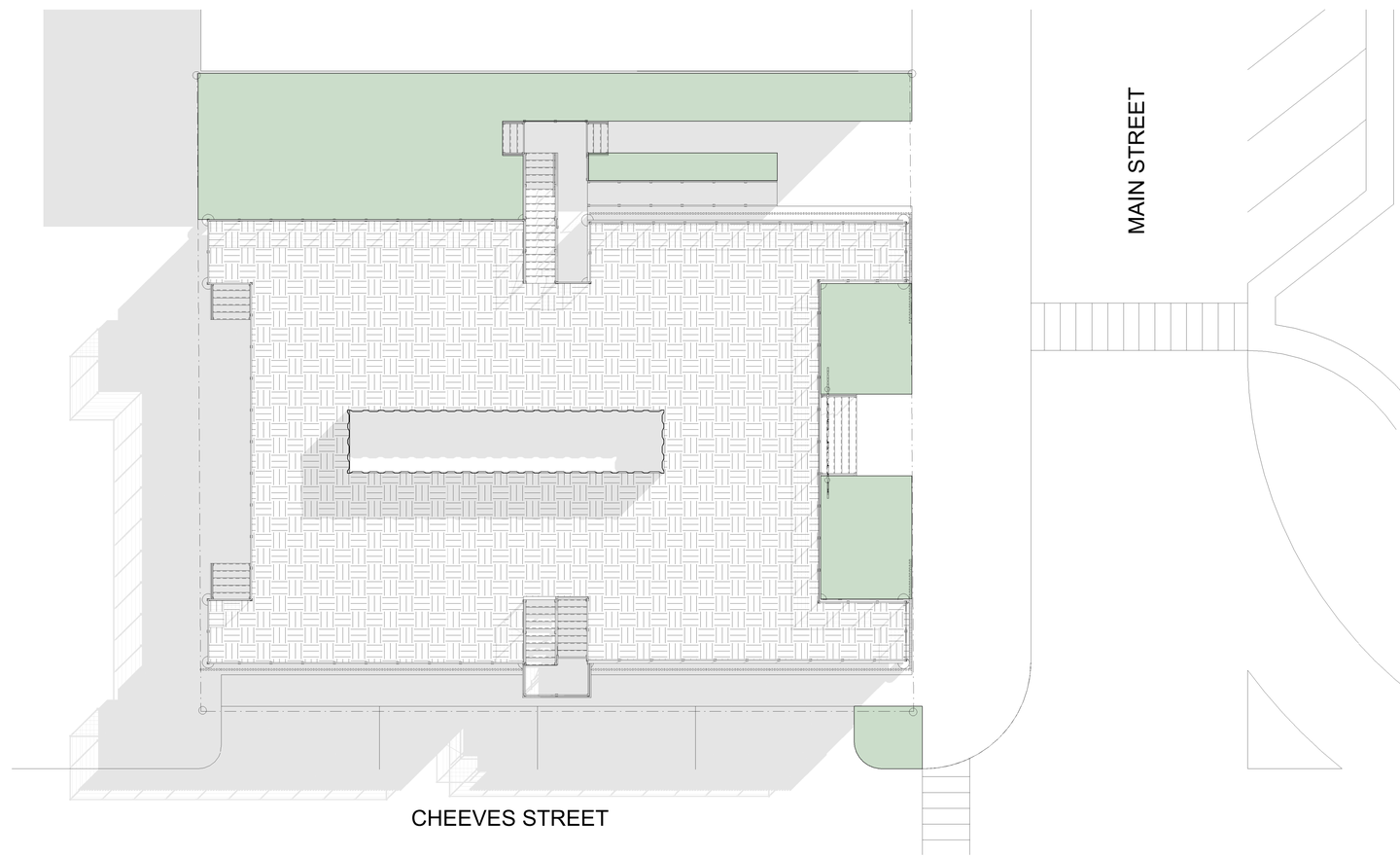
Sworn to and subscribed before me this 15 day of November, 2023.

Rachel Lauren Cook
Notary Public

RACHEL LAUREN COOK NOTARY PUBLIC GEORGIA EXPIRES 10 16 2027 DOUGLAS COUNTY

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

© 2022 RAD



A4 | A3 | A30 Architectural Site Plan
SCALE 1/8" = 1'-0"

PRINT DATE: 11/15/2023 12:20:25 PM
FILE INFO: Autodesk Docs://419 Main 4.0/419 Main 4.0 Updated.rvt

RICKMAN
ARCHITECTURE +
DESIGN

224 W MONTGOMERY ST
VILLA RICA, GA 30180
radga.com
678 282 7974

PROJECT
ROBBIES FOOD HALL
419 Main St Villa Rica, GA 30180

CLIENT
BRANDON THOMPSON

#	DATE	DESCRIPTION

DRAWN BY: TP
REVIEWED BY: MR

This drawing is the property of Rickman A & D, LLC., and is not to be reproduced or copied in whole or in part. It is only to be used for the project and site specifically identified herein. Scales as stated hereon are valid on the original drawing only. These plans were prepared in this office under our personal supervision, and to the best of our knowledge comply with state and local codes. We will generally administer construction.

PROFESSIONAL STAMP

JOB #
22044

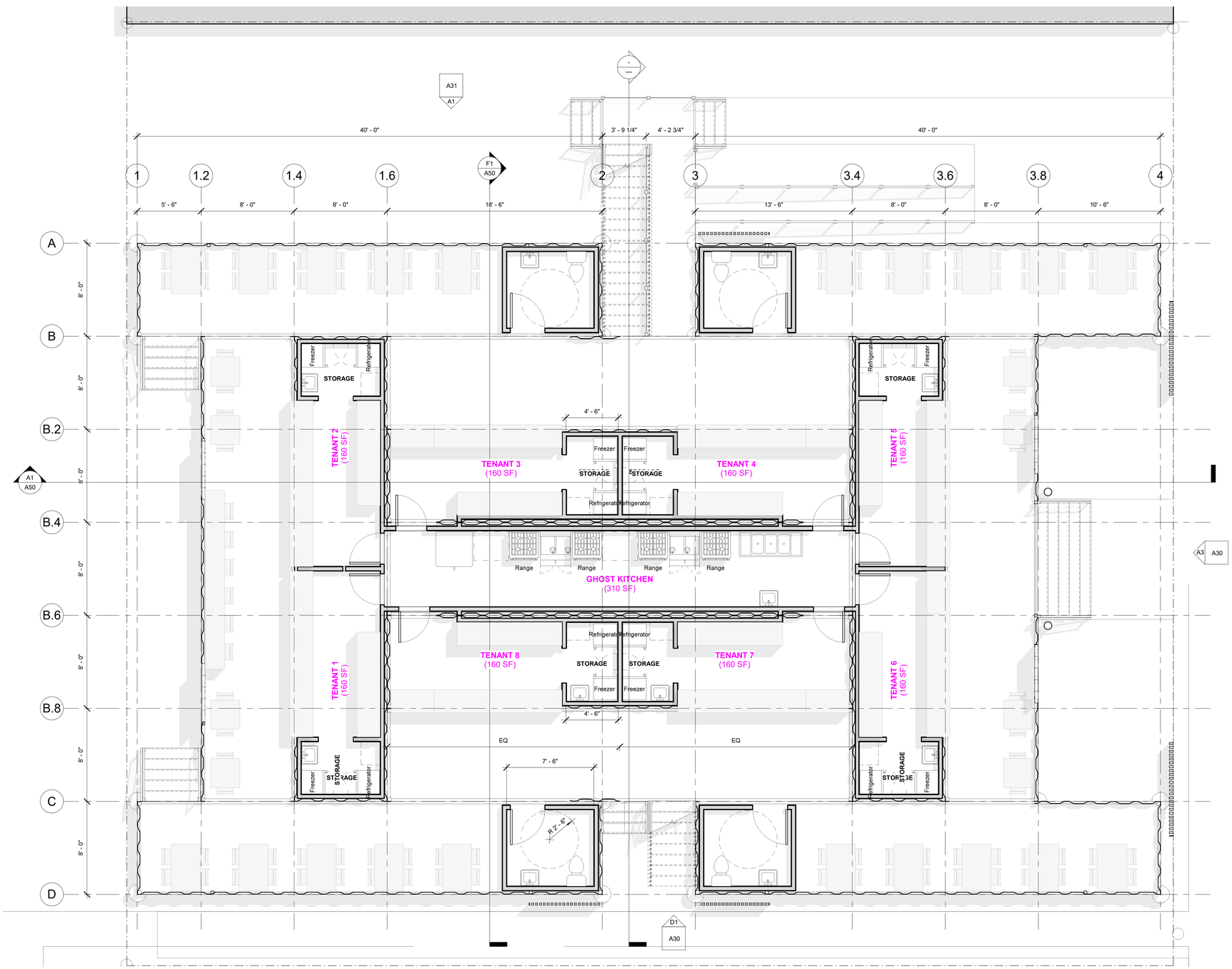
PHASE
SCHEMATIC DESIGN

DATE
11/12/2023

SHEET TITLE
Architectural Site Plan

A10

© 2022 RAD



A1 A3 A30 Floor Plan
SCALE 1/4" = 1'-0"

PRINT DATE: 11/15/2023 12:20:19 PM
FILE INFO: Autodesk Docs://419 Main 4.0/419 Main 4.0/419 Main 4.0 Updated.rvt

RICKMAN ARCHITECTURE + DESIGN

224 N MONTGOMERY ST
VILLA RICA, GA 30180
radga.com
678 282 7974

PROJECT
ROBBIES FOOD HALL
419 Main St Villa Rica, GA 30180

CLIENT
BRANDON THOMPSON
419 Main St Villa Rica, GA 30180

#	DATE	DESCRIPTION

DRAWN BY: TP
REVIEWED BY: MR

This drawing is the property of Rickman A & D, LLC., and is not to be reproduced or copied in whole or in part. It is only to be used for the project and site specifically identified herein. Scales as stated hereon are valid on the original drawing only. These plans were prepared in this office under our personal supervision, and to the best of our knowledge comply with state and local codes. We will generally administer construction.

PROFESSIONAL STAMP

JOB #
22044

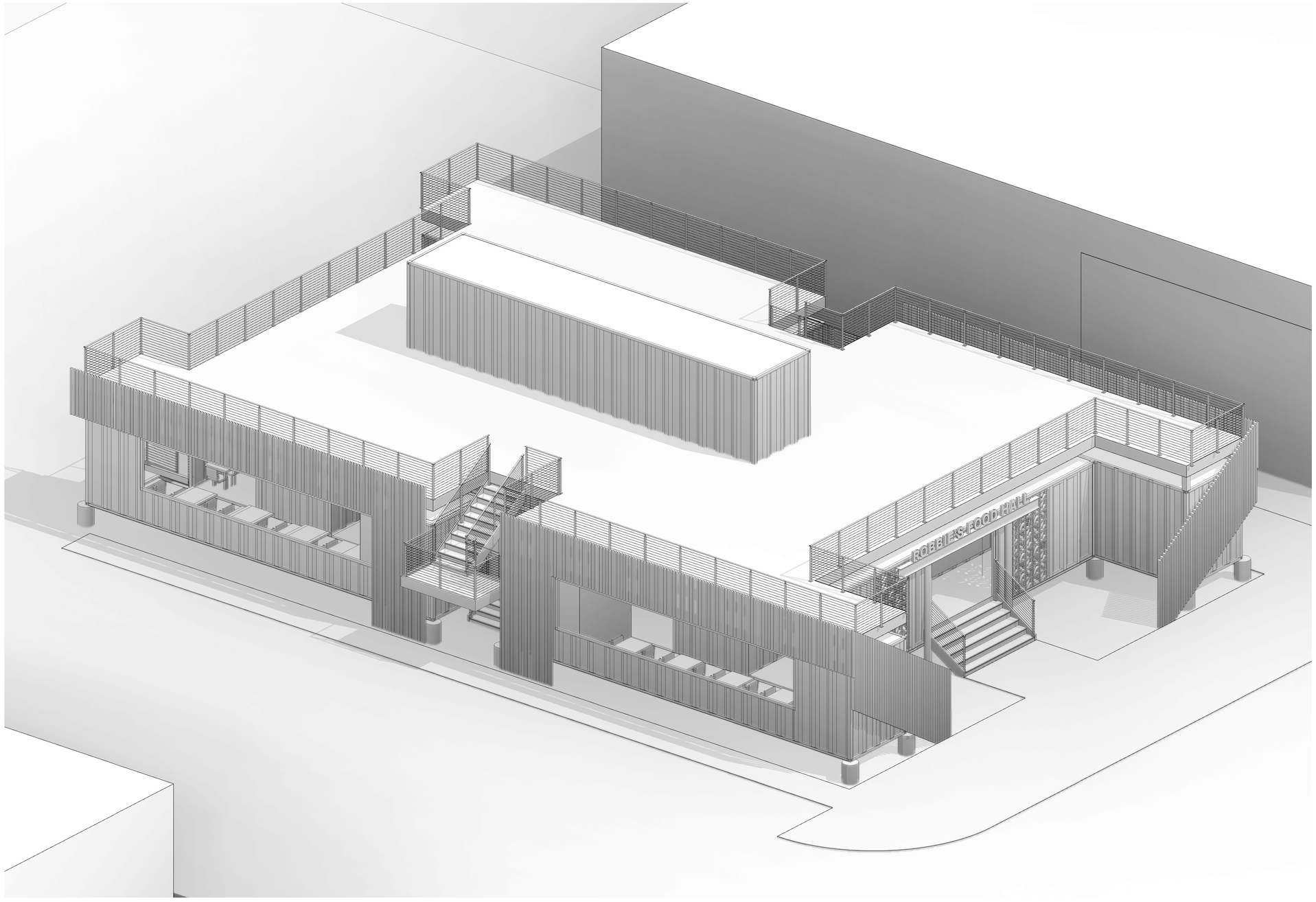
PHASE
SCHEMATIC DESIGN

DATE
11/12/2023

SHEET TITLE
Ground Level Floor Plan

A20

© 2022 RAD



A1 Axon
SCALE

RICKMAN
ARCHITECTURE +
DESIGN

224 W MONTGOMERY ST
VILLA RICA, GA 30180
radga.com
678 282 7874

PROJECT

ROBBIES FOOD HALL

419 Main St Villa Rica, GA 30180

CLIENT

BRANDON THOMPSON

#	DATE	DESCRIPTION

DRAWN BY: TP
REVIEWED BY: MR

This drawing is the property of Rickman A & D, LLC., and is not to be reproduced or copied in whole or in part. It is only to be used for the project and site specifically identified herein. Scales as stated hereon are valid on the original drawing only. These plans were prepared in this office under our personal supervision, and to the best of our knowledge comply with state and local codes. We will generally administer construction.

PROFESSIONAL STAMP

JOB #

22044

PHASE

SCHEMATIC DESIGN

DATE

11/12/2023

SHEET TITLE

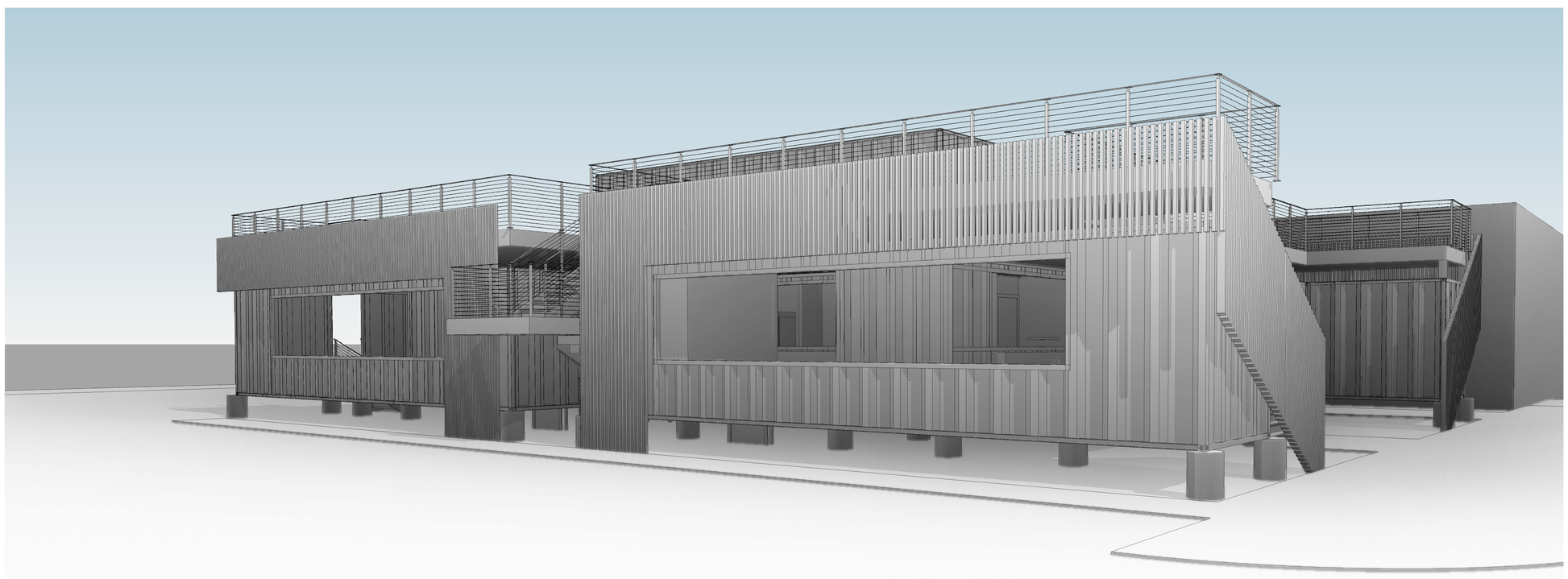
Axonometric Views

A40

PRINT DATE: 11/15/2023 12:20:40 PM
FILE INFO: Autodesk Docs://419 Main 4.0/419 Main 4.0 Updated.rvt

© 2022 RAD

F3 Main Street Perspective
SCALE



A1 Side Street Perspective
SCALE

RICKMAN ARCHITECTURE + DESIGN

224 N MONTGOMERY ST
VILLA RICA, GA 30180
radga.com
678 282 7974

PROJECT
ROBBIES FOOD HALL
419 Main St Villa Rica, GA 30180

CLIENT
BRANDON THOMPSON
419 Main St Villa Rica, GA 30180

#	DATE	DESCRIPTION

DRAWN BY: TP
REVIEWED BY: MR

This drawing is the property of Rickman A & D, LLC., and is not to be reproduced or copied in whole or in part. It is only to be used for the project and site specifically identified herein. Scales as stated hereon are valid on the original drawing only. These plans were prepared in this office under our personal supervision, and to the best of our knowledge comply with state and local codes. We will generally administer construction.

PROFESSIONAL STAMP

JOB #
22044

PHASE
SCHEMATIC DESIGN

DATE
11/12/2023

SHEET TITLE
Perspective Views

A41

PRINT DATE: 11/15/2023 12:20:58 PM
FILE INFO: Autodesk Docs://419 Main 4.0/419 Main 4.0 Updated.rvt

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.

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.

ROBBIE'S FOOD HALL

ROBBIE'S FOOD HALL

ROBBIE'S FOOD HALL

ROBBIE'S FOOD HALL

December 4,2023

Hello,
Thank you for contacting me regarding the shipping container food hall, my family and I are on board. Its ok with us as long as it doesn't interfere with our commute. I am the property owner but my daughter and grandson's live there. If you have any questons feel free to call or email me anytime.

Thanks again,

Sandra Easter

Sandra Tyson Easter
470-261-1062 Sandraeaster62@gmail.com

Tiffany Easter
Gabriel Adair
Preston Easter

City of Villa Rica

Mayor Gil McDougal • Shirley Marchman • Leslie McPherson • Danny Carter • Matt Momtahan • Michael Young

November 30th, 2023

NOTICE OF PUBLIC HEARING

CU-04-23

The City of Villa Rica Planning Commission and City Council will hold public hearings to consider a Special Exception Use Permit application submittal by Brandon Thompson, Villa Rica, GA to construct a Food Hall made with shipping containers located at 419 Main Street Villa Rica, GA 30180.

The current tax rolls indicate that you own property adjacent to the subject area. You are being notified of the nearby request pursuant to *Section 11.05* of the City of Villa Rica Zoning Ordinance.

The public hearings will be held at 6:00 p.m. on Tuesday, December 12th, 2023; and 6:00 p.m. by the City of Villa Rica City Council, at the Holt-Bishop Justice Center, Municipal Court Room, 101 Main Street, Villa Rica, Georgia.

Comments may be presented at the public hearing or filed in writing prior to the public hearing. For any additional information, please contact the Office of Community Development at 678.840.1238.

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

Re: Planning Report
419 Main Street
CU-04-23
Applicant's Name: Michael Rickman
Property Owner: Brandon Thompson
Land Lot 161, District 6
Parcel # V01 0010003
Lot Size: 0.15 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 Special Use Permit extension application submitted by Michael Rickman for the property located at 419 Main Street. The purpose of this report is to provide an analysis of the special exception request and make recommendations for the City Council's consideration.

Background:

The parcel in question has been known locally as "Robbie's Tire Shop" for several decades and functioned as an auto repair business. The building was constructed in 1927 in the art deco style. The building was removed from the site and the concrete foundation slab has been kept in place, which is proposed to be utilized for the base of the shipping containers.

Impact of Special Exception Request:

The applicant would be able to construct a new food hall and shared kitchen concept and supply additional retail space downtown. The containers will be structured on elevated concrete piers without disrupting the existing foundation. The top will feature a roof deck for outdoor sitting and dining. The architectural plans submitted will feature at least seven shipping containers.

Site Analysis:

The site is located on the edge of the Central Business District (CBD) zone and located within the downtown on the northwest corner of Main Street and Cheeves Street. It is located adjacent to several retail businesses, offices, and Hixtown Brewing. The site sits south of the city-owned parking lot for the recently purchased World Changers Church.

Review of Criteria for Granting a Special Exception:

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;**
   Yes, retail and restaurant uses are permitted in the CBD.

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 commercial in nature and feature a brewery, retail, office and restaurant uses.

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 will be in tandum with other uses in the area, however the shipping containers would be a new construction technique that has not been deployed in Villa Rica previously. The use of shipping containers in commercial areas for primary uses have been explored and deployed in other communities, including Atlanta, Alpharetta and other areas with thriving commercial scenes.

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 of shipping containers 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 request submitted by Michael Rickman for the property at 419 Main Street.

Approval with Conditions

Conditions of Approval (if applicable):

1. The container village shall be constructed as presented in the architectural plans submitted with this application.
2. All architectural plans shall be entered into the legal record.

Public Comments:

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

Conclusion:

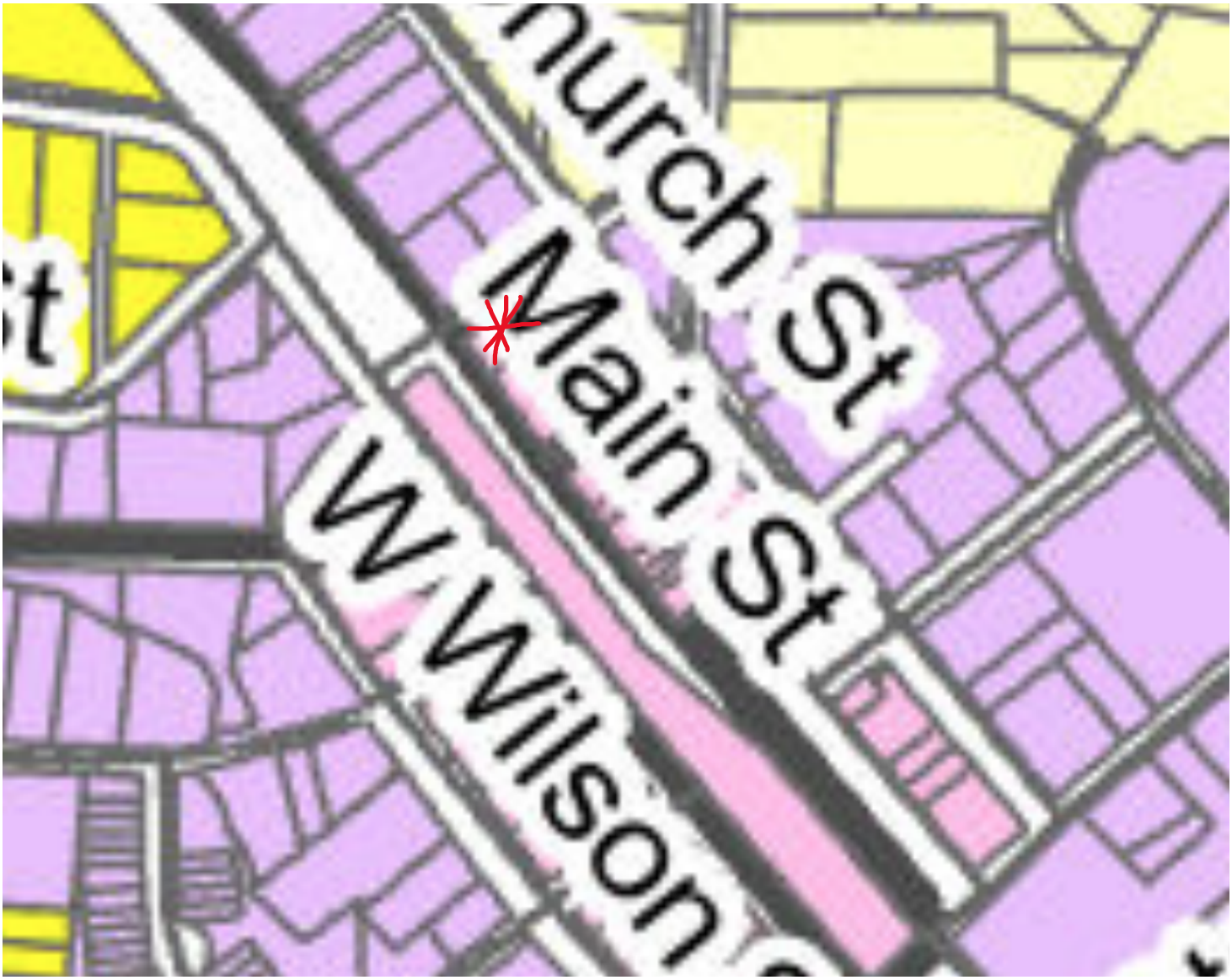
In conclusion, this planning report has provided an analysis of the special exception request and recommended a course of action for the City Council consideration. The decision should be made in accordance with the city's zoning regulations, comprehensive plan, and the best interests of the community.

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:



CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT:	Arpit/Nilesh Patel - Alcoholic beverage license
AGENDA DATE:	December 12, 2023
DATE PREPARED:	December 8, 2023
PREPARED BY:	C. David Mecklin, Jr., City Attorney
AMOUNT:	N/A
GL ACCOUNT #:	N/A
FUNDING SOURCE:	N/A
BUDGETED ITEM?	N/A
PUBLIC HEARING:	N/A

PURPOSE: The City continues to evaluate and award licenses for the construction and operation of packages stores in the City of Villa Rica pursuant to the Alcoholic Beverage Ordinance.

BACKGROUND: Several months ago, the City solicited applications for District 4. In response, the City received one application from Arpit/Nilesh Patel for the construction and operation of a package store on Rockmart Road at the intersection with Paradise Road in Villa Rica, Georgia. Staff has reviewed the submitted application and find it to be in compliance with the requirements of the City Ordinance.

STAFF RECOMMENDATION: Staff recommends that the Council approve the resolution set forth below which awards a presumptive license to the applicant, Arpit/Nilesh Patel, in accordance with the terms of the Motion.

IMPACT:

MOTION: I move to approve the request of issuance of a Distilled Spirits Retail License Permit to the business of Arpit/Nilesh Patel conditioned upon compliance with all requirements of the City of Villa Rica Alcoholic Beverage Ordinance.

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	$100.00	Pouring Restaurant – All	$100.00	Pouring Supper Club	$500.00
Package Wine	$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

✓ Package Beer, Package Wine, & Distilled Spirits $500.00

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

✓ Package Beer, Package Wine, & Package Distilled Spirits $5,000.00

PART I

1. Type of Ownership

☐ Individual ☐ Partnership ☑ Corporation

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

Full Name Address

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

Arpit & Harsh Corporation

Federal Tax ID: ___

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

Full Name	Address	% Interest
Arpit Nilesh Patel	900 Hillwood Circle, Villa Rica, GA 30180	100

Describe the principle business of the Corporation/Partnership:

Any lawful purpose; real estate management

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:

Full Name	Address	
Arpit Nilesh Patel	900 Hillwood Circle, Villa Rica, GA 30180	SSN:

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:

Al's Beverage

4. Address of business for which application is made:

0 Rockmart Road, Villa Rica, GA 30180 Carroll County M/P #V03 0120365

Phone Number: 678-481-7758

Business Home

Mailing Address: 900 Hillwood Circle, Villa Rica, GA 30180

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?
   ☐ 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

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
Terry Dobbin	313 Hiram Suicle Rd.	Dallas GA 30157	30 yrs
Devendar Patel	113 Fountain OAK	Villarica GA	39 yrs
Samir Patel	801 Tupelo way	Villarica GA	39 yrs

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

Place of Birth	Date of Birth
Indian 8/29/1983	08/29/1983

PART III

VERIFICATION

State of Georgia, Carroll County

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

Applicants Signature (FULL NAME IN INK)

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

This 13th day of July, 20 23.

Notary Public

My Commission Expires: 10/13/2026

(Seal)

J ELAN VAUGHN
COMMISSION # W-00578348
NOTARY PUBLIC
EXPIRES 10-13-2026
CARROLL COUNTY, GEORGIA

Carroll County, GA

Summary

Parcel Number	V03 0120365
Location Address	ROCKMART RD
Legal Description	V/2.50AC ROCKMART RD/BY-PASS CTY146-2 (Note: Not to be used on legal documents)
Class	C3-Commercial (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District	VILLA RICA (District 03)
Millage Rate	31.33
Acres	2.5
Homestead Exemption	No (S0)
Landlot/District	195 / 06
Water	Public
Sewer	Public Sewer
Electric	Electricity
Gas	Pipe Gas
Topography	Level
Drainage	Good
Road Class	City
Parcel Road Access	Paved

View Map

Owner

ARPIT REALTY LLC
900 HILLWOOD CIRCLE
VILLA RICA, GA 30180

Tax Commissioner Link

Click here for tax information.

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	Comm-Rockmart Rd	Acres	108,900	0	0	2.5	0

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
6/17/2022	6081 305		$400,000	Land Market Sale	MATTHEWS CAROL S & GARY	ARPIT REALTY LLC
5/1/1989	629 043	36 74	$0	Not Fair Market	REID MRS H L(ZELMA)	MATTHEWS CAROL S & GARY

Valuation

		2023	2022	2021	2020	2019
	Previous Value	$131,250	$131,250	$131,250	$131,250	$131,250
	Land Value	$400,000	$131,250	$131,250	$131,250	$131,250
+	Improvement Value	$0	$0	$0	$0	$0
+	Accessory Value	$0	$0	$0	$0	$0
=	**Current Value**	**$400,000**	**$131,250**	**$131,250**	**$131,250**	**$131,250**

Photos

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

The Carroll County Tax Assessors makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem purposes.
| User Privacy Policy | GDPR Privacy Notice
Last Data Upload: 8/4/2023, 5:58:17 PM

Contact Us

Developed by Schneider GEOSPATIAL

eFiled and eRecorded
DATE: 06/17/2022
TIME: 12:25 PM
DEED BOOK: 6081
PAGE: 305 - 307
FILING FEES: $25.00
TRANSFER TAX: $400.00
INTANGIBLE TAX: $0.00
PARTICIPANT ID: 1277837356
PT61: 022-2022-003582
RECORDED BY: WT
CLERK: Alan J. Lee
Carroll County, GA

Return Recorded Document to:
C. S. Vaughn, LLC
418 Westview Drive
Villa Rica, GA 30180

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF Carroll File #: **20981-22**

This Indenture made this **17th** day of **June, 2022**, between **Gary R. Mathews and Carol S. Mathews**, of the County of **Walton**, State of **Georgia,** as party or parties of the first part, hereinafter called Grantor, and **Arpit Realty, LLC**, 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,

> **ALL THAT TRACT or parcel of land lying and being in Land Lot 195 of the 6th District of Carroll County, Georgia, and being more particularly described as Exhibit "A" attached hereto and made a part of this instrument by specific reference thereto.**

This Deed is given subject to all easements and restrictions of record, if any.

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

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

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

Signed, sealed, and delivered on this
the **17th** day of **June, 2022**,
in the presence of:

Witness

(Seal)
Gary R. Mathews

Notary Public

My Commission Expires: 1/23/2024

(Notary Seal)

C STACI VAUGHN NOTARY PUBLIC EXPIRES GEORGIA Jan. 23, 2024 HARALSON COUNTY

Witness

(Seal)
Carol S. Mathews

Notary Public
My Commission Expires: 1/23/2024

(Notary Seal)

C STACI VAUGHN NOTARY PUBLIC EXPIRES GEORGIA Jan. 23, 2024 HARALSON COUNTY

EXHIBIT "A"

0 Rockmart Road
Villa Rica, GA 30180

ALL THAT TRACT or parcel of land lying and being in Land Lot 195 of the 6th District of Carroll County, Georgia, containing 2.50 acres, more or less, and being the property identified as TRACT 1 on a plat of survey entitled, "Survey for Development Authority of Carroll County," dated November 8, 1988, last revised October 11, 2001, a copy of which is recorded in Plat Book 76, Page 49, in the Office of the Clerk of the Superior Court of Carroll County, Georgia, which plat and the record thereof are by reference incorporated herein. Said property being a portion of that described in that certain Warranty Deed dated May 23, 1989 from Emma Zelma Rabun Reid to Carol S. Matthews and Gary R. Matthews and recorded with the Clerk of the Superior Court of Carroll County, Georgia at Deed Book 629, Page 43.

Secretary of State

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

CONTROL NUMBER : 0413940
EFFECTIVE DATE : 03/11/2004
JURISDICTION : GEORGIA
REFERENCE : 0044
PRINT DATE : 03/11/2004
FORM NUMBER : 311

CHANDLER B. SHARMA
1126 PONCE DE LEON AVENUE
ATLANTA, GA 30306

CERTIFICATE OF INCORPORATION

I, Cathy Cox, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby certify under the seal of my office that

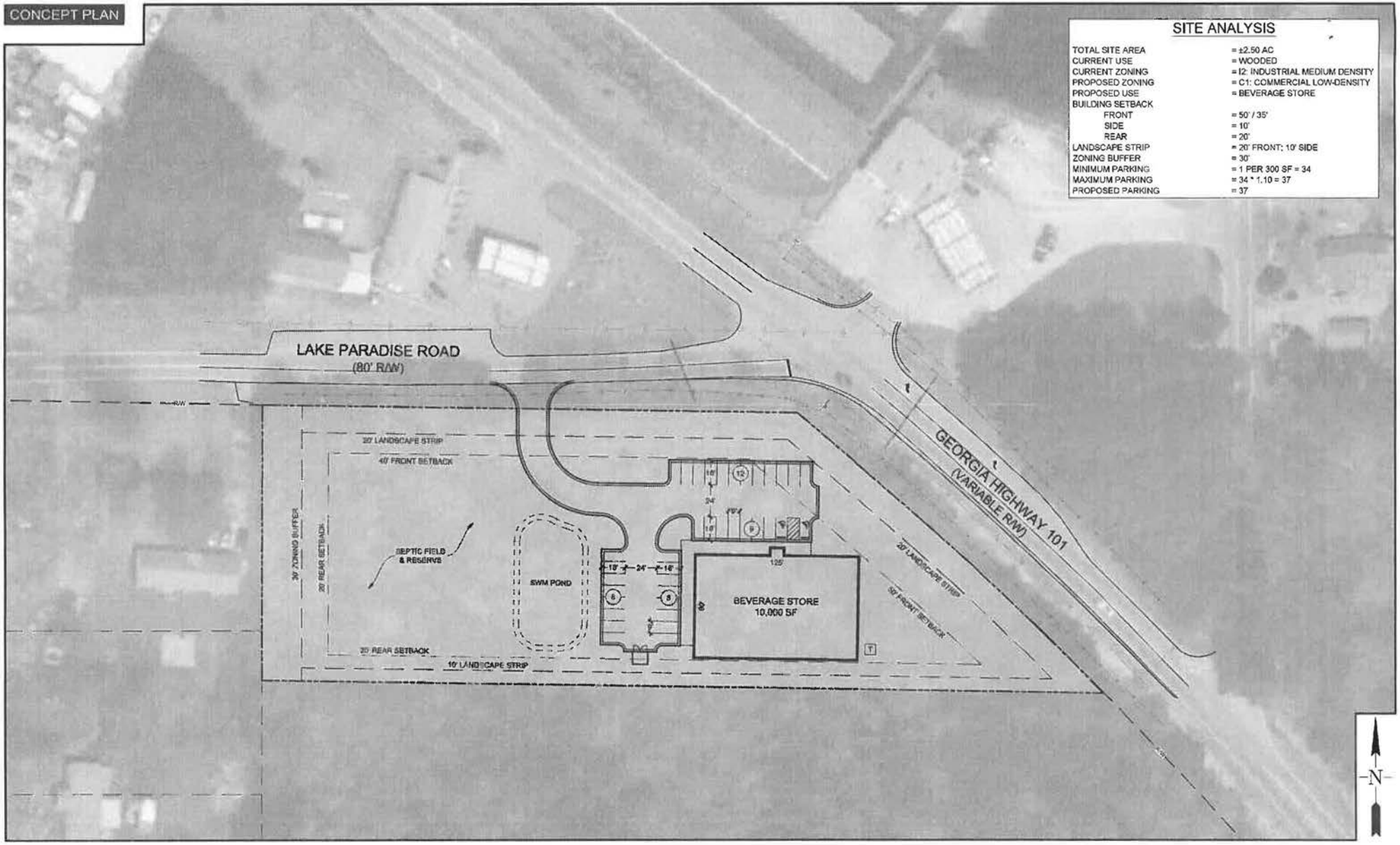
ARPIT & HARSH CORPORATION
A DOMESTIC PROFIT CORPORATION

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.

Cathy Cox
Secretary of State

CONCEPT PLAN



SITE ANALYSIS

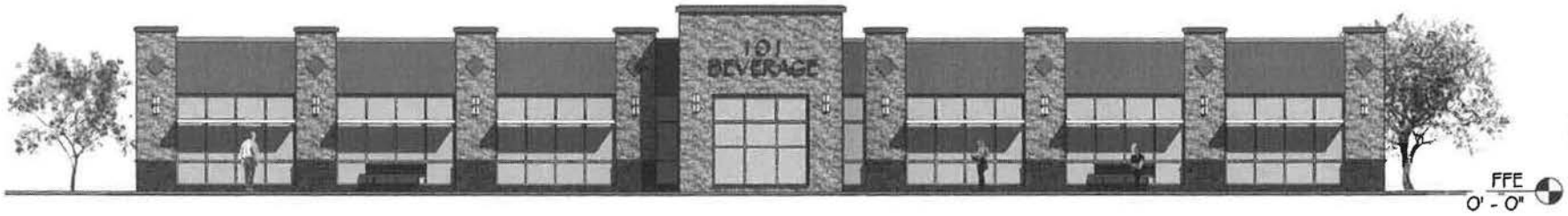
TOTAL SITE AREA	= ±2.50 AC
CURRENT USE	= WOODED
CURRENT ZONING	= I2: INDUSTRIAL MEDIUM DENSITY
PROPOSED ZONING	= C1: COMMERCIAL LOW-DENSITY
PROPOSED USE	= BEVERAGE STORE
BUILDING SETBACK	
FRONT	= 50' / 35'
SIDE	= 10'
REAR	= 20'
LANDSCAPE STRIP	= 20' FRONT; 10' SIDE
ZONING BUFFER	= 30'
MINIMUM PARKING	= 1 PER 300 SF = 34
MAXIMUM PARKING	= 34 * 1.10 = 37
PROPOSED PARKING	= 37

ENGINEERS • SURVEYORS
HRC
LANDSCAPE ARCHITECTS

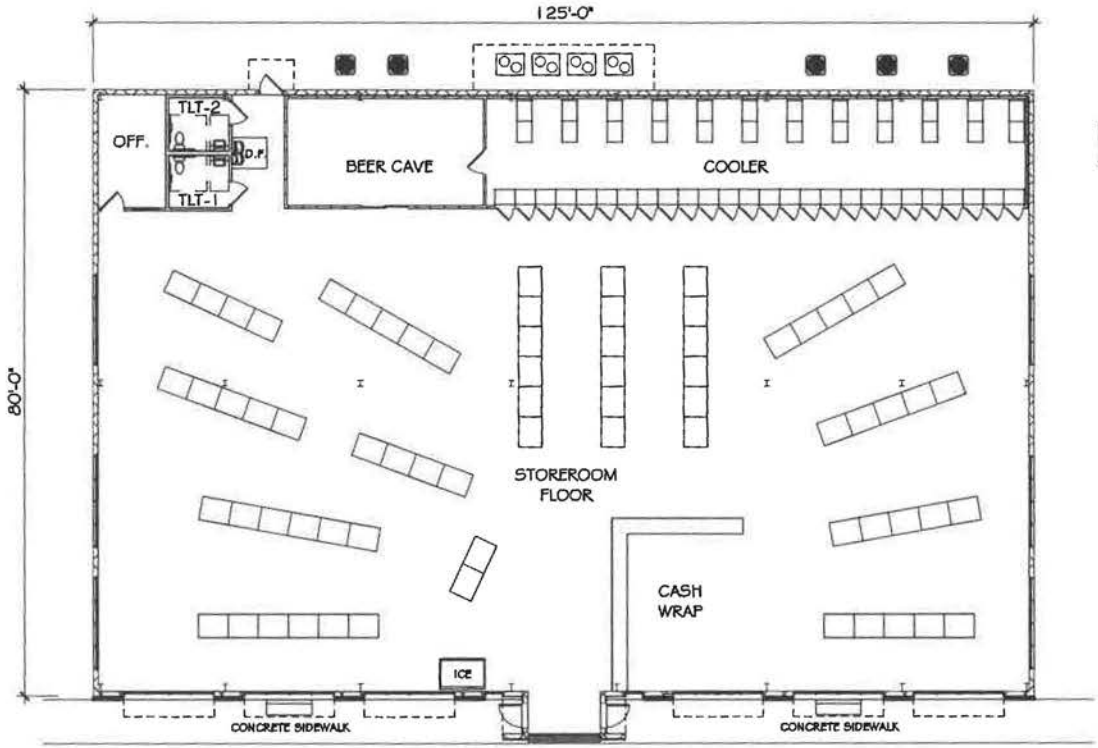
ARPIT REALTY, LLC - LAKE PARADISE BEVERAGE STORE

CITY OF VILLA RICA, GEORGIA

DATE: 6/1/23
PROJECT #H27191
SCALE: 1" = 30'
0 30 60



1 PRELIMINARY FRONT ELEVATION
PFP-1 3/32" = 1'-0"



BUILDING AREA: 10,000 SF

2 PRELIMINARY FLOOR PLAN
PFP-1 1/16" = 1'-0"

THIS DRAWING IS THE PROPERTY OF BELL & ASSOCIATES ARCHITECTS

5/25/2023 3:29:05 PM

ARCHITECT

BELL & ASSOCIATES ARCHITECTS, INC.
126 LOVVORN ROAD
CARROLLTON, GA 30116
P) 770.830.8856

CLIENT

ARPIT PATEL

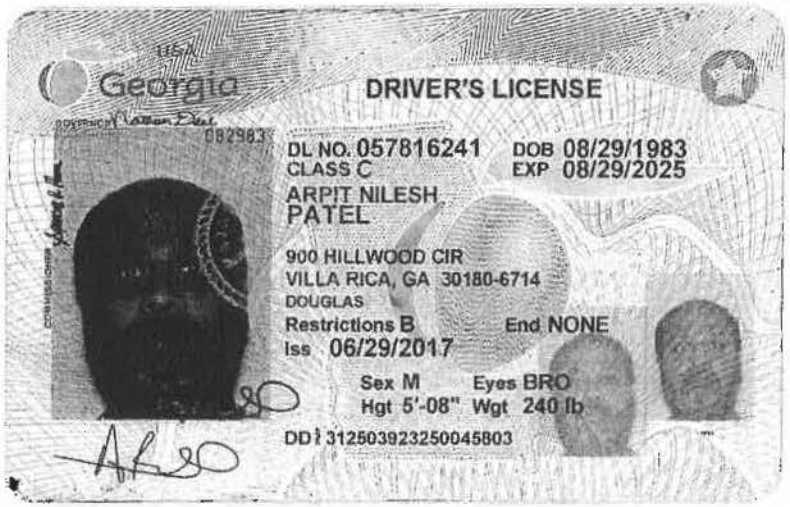
PROJECT

A NEW BEVERAGE STORE
HIGHWAY 101 & LAKE PARADISE RD
VILLA RICA, GA

PROJECT NO. 2216-D07

ISSUANCE:
1 PRELIM 05/25/23
2
3
4
5
6
7
8
9
10

SHEET NO.
PFP-1



USA

Georgia

DRIVER'S LICENSE

COUNTERSIGNED 082983

DL NO. 057816241 DOB 08/29/1983
CLASS C EXP 08/29/2025

ARPIT NILESH
PATEL

900 HILLWOOD CIR
VILLA RICA, GA 30180-6714
DOUGLAS

Restrictions B End NONE
Iss 06/29/2017

Sex M Eyes BRO
Hgt 5'-08" Wgt 240 lb

DD 312503923250045803

LEASE AGREEMENT

Between

ARPIT REALTY, LLC
A Georgia limited liability company
as Landlord

and

ARPIT & HARSH CORPORATION
A Georgia For-Profit Corporation
as Tenant

LEASE AGREEMENT

THIS LEASE AND AGREEMENT (the "Lease") is made and entered into effective as of the 1st day of July, 2023, by and between ARPIT REALTY, LLC, a Georgia limited liability company (the "Landlord"), and ARPIT & HARSH CORPOTION, a Georgia For-Profit Corporation (the "Tenant").

W I T N E S SE T H:

WHEREAS, Landlord or Landlord's affiliate is the owner of fee simple title to certain real property located in the County of Carroll, State of Georgia and described in Exhibit A attached hereto (the "Land") upon which a building will be constructed located on Rockmart Road, being Carroll County Map/Parcel No. V03 0120365, together with related site improvements (the Land and the Improvements, together with all licenses, rights, privileges and easements appurtenant thereto shall be collectively referred to herein as the "Premises");

WHEREAS, Tenant desires to lease from Landlord, and Landlord, in and for consideration has agreed to lease to Tenant the Premises upon the terms and conditions as more particularly hereinafter provided and described;

NOW, THEREFORE, for and in consideration of the premises hereof, the sums of money to be paid hereunder, and the mutual and reciprocal obligations undertaken herein, the parties hereto do hereby covenant, stipulate and agree as follows:

ARTICLE I.

AGREEMENT TO LEASE

1.1 Demise. Landlord does hereby demise, let and lease unto Tenant, and Tenant does hereby hire, lease and take as Tenant from Landlord the entire Premises upon those terms and conditions hereinafter set forth.

1.2 Condition. Tenant acknowledges and agrees that the Premises is and shall be leased by Landlord to Tenant in its present "as is" condition and that Landlord makes absolutely no representations or warranties whatsoever with respect to the Premises or the condition thereof. Tenant acknowledges that Landlord has not investigated and does not warrant or represent to Tenant that the Premises is fit for the purposes intended by Tenant or for any other purpose or purposes whatsoever, and Tenant acknowledges that the Premises is to be leased to Tenant in its existing condition, i.e., "as-is", on and as of the Effective Date. Tenant acknowledges that Tenant shall be solely responsible for any and all actions, repairs, permits, approvals and costs required for the rehabilitation, renovation, use, occupancy and operation of the Premises in accordance with applicable governmental requirements, including, without limitation, all governmental charges and fees, if any, which may be due or payable to applicable authorities. Tenant agrees that, by leasing

the Premises, Tenant warrants and represents that Tenant has examined and approved all things concerning the Premises which Tenant deems material to Tenant's leasing and use of the Premises. Tenant further acknowledges and agrees that (a) neither Landlord nor any agent of Landlord has made any representation or warranty, express or implied, concerning the Premises or which have induced Tenant to execute this Lease except as contained in this Lease, and (b) any other representations and warranties are expressly disclaimed by Landlord.

1.3 Quiet Enjoyment. Landlord covenants and agrees that so long as Tenant shall timely pay all rents due to Landlord from Tenant hereunder and keep, observe and perform all covenants, promises and agreements on Tenant's part to be kept, observed and performed hereunder, Tenant shall and may peacefully and quietly have, hold and occupy the Premises free of any interference from Landlord; subject, however, and nevertheless to the terms, provisions and conditions of this Lease.

ARTICLE II.

TERM

2.1 Term. The initial term of this Lease (the "Initial Term") shall, unless sooner terminated as elsewhere provided in this Lease, commence on the Rental Commencement Date and shall terminate and expire at 11:59 p.m. on the date immediately preceding the Twentieth (20th) anniversary of the Effective Date. The Initial Term, together with any properly exercised Option Period (defined in Section 2.4 below) shall be collectively referred to herein as the "Term".

2.2 Rental Commencement Date. For the purposes of this Lease, the "Rental Commencement Date" shall be the 1st day of the month following the completion of the construction of the improvements located on the property.

2.3 Effective Date. For the purposes of this Lease, the "Effective Date" shall be the date set forth in the first paragraph of this Lease.

2.4 Option to Renew. Tenant shall not have the option to automatically renew this lease. Tenant shall renegotiate a new lease with Landlord Six (6) months prior to the termination of this Agreement if Tenant shall wish to continue leasing the premises.

Notwithstanding the foregoing, Tenant shall not be entitled to extend the Term of this Lease if, at the time of renegotiating the lease, an Event of Default has occurred and is continuing. If Tenant does not elect to renegotiate, or shall not be entitled pursuant to the preceding sentence to extend the Term of this Lease for an additional Option Period, all remaining rights of renewal shall automatically expire.

2.5 Termination. Notwithstanding any present or future law to the contrary, this Lease shall not be terminated by Tenant for any failure of Landlord to perform pursuant to the terms and conditions of this Lease or otherwise for any reason except as expressly provided herein.

ARTICLE III.

RENT

3.1 Base Rent. Beginning on the Rental Commencement Date, and subject to proration as set forth below, Tenant shall pay annual base rent for the Premises during the Initial Term in equal monthly installments of Twenty Thousand Dollars ($20,000.00) ("Base Rent"), together with any sales and use taxes thereon, if any are ever imposed in the State where the Premises is located. Tenant shall also be responsible for the payment of all Property Taxes the Premise is subject to throughout the Term of this Lease. Such Base Rent shall be paid in advance, on the first (1st) day of each calendar month commencing on the first (1st) day of the calendar month immediately following the Rental Commencement Date, it being agreed that Base Rent payable with respect to the period between the Rental Commencement Date and the first day of the following calendar month shall be due at the time that the first payment of Base Rent is due.

For the purposes of this Lease, the term "Lease Year" shall mean and be defined as each twelve-month period commencing on the first day of the calendar month immediately following the Rental Commencement Date; provided, however, that the first Lease Year shall include the period from the Rental Commencement Date to the first day of the next following calendar month after the Rental Commencement Date. Base Rent shall be proportionately prorated for any extended or partial Lease Year (i.e., the first Lease Year and/or the final Lease Year).

3.2 Reserved.

3.3 Additional Rent; Rent Defined. If Landlord shall make any expenditure for which Tenant is responsible or liable under this Lease, or if Tenant shall become obligated to Landlord under this Lease for any sum other than Base Rent or as hereinabove provided, the amount thereof shall be deemed to constitute additional rent ("Additional Rent") and shall be due and payable by Tenant to Landlord, together with all applicable sales taxes thereon, if any, simultaneously with the next succeeding monthly installment of Base Rent or at such other time as may be expressly provided in this Lease for the payment of the same.

For the purpose of this Lease, the term "Rent" shall mean and be defined as all Base Rent, all governmental fees and applications, property taxes, third-party management fees, if Landlord elects to have the lease managed, and Additional Rent due from Tenant to Landlord hereunder.

3.4 Payment of Rent. Each of the foregoing amounts of Rent and other sums shall be paid to Landlord without demand and without deduction, set-off, claim or counterclaim of any nature whatsoever which Tenant may have or allege to have against Landlord, and all such payments shall, upon receipt by Landlord, be and remain the sole and absolute property of Landlord. All such Rent and other sums shall be paid to Landlord in legal tender of the United States at the address to which notices to Landlord are to be given or to such other party or to such other address as Landlord may designate from time to time by written notice to Tenant. If Landlord shall at any time accept any such Rent or other sums after the same shall become due and payable, such acceptance shall not excuse a delay upon subsequent occasions, or constitute or be construed as a waiver of any of Landlord's rights hereunder. At the request of Landlord, Tenant shall pay Base

Rent and any Additional Rent hereunder by electronic funds transfer or by wire, provided Landlord provides to Tenant appropriate wire instructions or electronic transfer instructions.

3.5 Past Due Rent. If Tenant fails to make any payment of Rent or any other sums or amounts to be paid by Tenant within five (5) days of the date such payment is due and payable, Tenant shall pay to Landlord an administrative late charge of five percent (5%) of the amount of such payment. In addition, any past due payment of Rent shall bear interest from the date such payment became due to the date of payment thereof by Tenant at a rate which is equal to the lesser of (i) twelve percent (12%) per annum, or (ii) the maximum interest rate then allowable under the laws of the State in which the Premises is located. Such late charge and interest shall constitute Additional Rent and shall be due and payable with the next installment of Rent due hereunder.

3.6 No Diminution or Abatement of Rent. No abatement, diminution or reduction (i) of Rent, charges or other compensation, or (ii) of Tenant's other obligations hereunder shall be allowed to Tenant or any person claiming under Tenant, under any circumstances or for any reason whatsoever, except as expressly provided otherwise herein.

ARTICLE IV.
USE AND OPERATION OF PREMISES

4.1 Permitted Use. Tenant covenants that it shall, throughout the Term of this Lease, use and occupy the Premises only for lawful purposes which do not conflict with covenants, restrictions or other matters of record affecting title to the Premises; notwithstanding the foregoing provision however, the following uses shall be prohibited on the Premises:

a) Any obnoxious odor, noise or sound which can be heard or smelled outside of the Building, provided that any usual paging system shall be allowed and further provided that typical restaurant odors shall not be deemed prohibited hereby if such restaurant facilities have been properly constructed and maintained so as not to pollute.
b) Any operation primarily used as a warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation.
c) Any mobile home, trailer court, labor camp, junk yard or stock yard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance).
d) Any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located in the rear or side of any building).
e) Any establishment which has as its principal business the selling or exhibiting of pornographic materials, including, without limitation any adult book or film store and any adult entertainment nightclub.
f) Any establishment which has as its principal business operating a so called "head shop" engaged primarily in the sale of rolling paper and other drug paraphernalia.

4.2 Reserved.

4.3 Compliance With Laws. Tenant, at its expense, shall at all times keep and maintain the Premises in compliance with all applicable federal and state laws, ordinances, statutes, rules,

regulations, orders, directions and requirements of all federal, state, county and municipal governments and of all other governmental agencies or authorities having or claiming jurisdiction over the Premises or the business activities conducted thereon or therein and of all of their respective departments, bureaus, agencies or officers, and of any insurance underwriting board or insurance inspection bureau having or claiming such jurisdiction or any other body exercising similar functions and of all insurance companies from time to time selected by Tenant to write policies of insurance covering the Premises and any business or business activity conducted thereon or therein. However, notwithstanding the foregoing, should there be a de minimis issue of non-compliance with applicable law which does not have a material adverse effect on the Premises, Tenant shall not be obligated to correct such de minimis violation but Tenant shall have the indemnity obligations set forth in Section 18.2 with respect to any such de minimis violation, including indemnity against any fines or penalties imposed against the Premises as a result of such de minimis violations, if any.

Notwithstanding the generality of the foregoing, but subject to the provisions set forth in the last sentence of the preceding paragraph, Tenant shall, at its sole expense, maintain the Premises in full compliance with all applicable federal, state or municipal laws, ordinances, rules and regulations currently in existence or hereafter enacted or rendered governing accessibility for the disabled or handicapped, including, but not limited to, any applicable provisions of The Architectural Barriers Act of 1968, The Rehabilitation Act of 1973, The Americans With Disabilities Act, the accessibility code(s), if any, of the State in which the Premises is located, and all regulations and guidelines promulgated under any of the foregoing, as the same may be amended from time to time (collectively the "Accessibility Laws").

Notwithstanding the generality of the foregoing, Tenant hereby agrees and covenants that any non-compliance with the law, or any conviction of unlawful or illegal actions by Tenant, shall be considered a default under the terms of this Agreement.

4.4 Compliance With Restrictions, Etc. Tenant, at its expense, shall comply with all restrictive covenants or other title exceptions affecting the Premises and comply with and perform all of the obligations set forth therein to the extent that the same are applicable to the Premises or to the extent that the same, if not complied with or performed, would impair or prevent the continued use, occupancy and operation of the Premises. Further, in addition to Tenant's payment obligations under this Lease, Tenant shall pay (i) all sums charged, levied or assessed under any restrictive covenants, declaration, reciprocal easement agreement or other title exceptions affecting the Premises promptly as the same become due and shall furnish Landlord evidence of payment thereof, and (ii) any fees, charges, fines, costs, assessments, taxes, demands, orders, directives, or other requirements by any governmental agency asserting jurisdiction, or under any Environmental Laws which arise from or relate to Tenant's use of, or Tenant's activities at, the Premises, including, but not limited to, Storage Tank System registration fees, any applicable fees, and any consultant or attorneys' fees related to or arising under any Environmental Laws.

4.5 Hazardous Materials and Sewage.

a) Definitions. The following terms shall have the following meanings:

i. "De Minimis Release" shall mean a Release which is (i) not reportable under any governmental authority under any applicable Environmental Laws, or (ii) not above action levels established by Georgia EPD.

ii. "Environmental Laws or Environmental Requirements", as used herein, shall mean all applicable federal, state, and local government laws (including common law), rules, regulations, statutes, codes, ordinances, directives, guidance documents, cleanup or other standards, and any other governmental requirements or standards which pertain to, regulate, or impose liability or standards of conduct concerning the use, storage, human exposure to, handling, transportation, release, cleanup or disposal of Hazardous Materials.

iii. "Hazardous Materials" shall mean and be defined as any and all toxic or hazardous substances, chemicals, materials or pollutants, of any kind or nature, which are regulated, governed, restricted or prohibited by any federal, state or local law, decision, statute, rule, or ordinance currently in existence or hereafter enacted or rendered, and shall include (without limitation), all oil, gasoline and petroleum based substances.

iv. "Material Release" shall mean any Release other than a De Minimis Release.

v. "Pre-Existing Environmental Condition" means presence of: (i) Hazardous Materials in soil, groundwater or surface water on or about the Premises which first existed or first occurred prior to the Effective Date; or (ii) any other environmental condition which first existed or first occurred prior to the Effective Date.

vi. "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment any Hazardous Materials on, over, under, from or affecting the Premises or the air, soil, water vegetation, buildings, personal property, persons or animals thereon, whether occurring before or during the Term of this Lease.

vii. "Storage Tank System" means a complex of one or more underground or aboveground storage tanks and their associated underground, above ground, and/or connected piping and related fuel dispensing, pumping, mechanical, control and detectional equipment, as more particularly located on the Land.

b) Environmental Compliance. Tenant shall comply with all laws, including Environmental Laws, relating to the use, storage, transportation, dispensing, sale or Release of Hazardous Materials at the Premises, except for any noncompliance of a de minimis nature or for which the result of noncompliance would not have a material adverse effect on the Premises. Without limiting the foregoing, Tenant shall comply with all laws, including Environmental Laws, relating to Storage Tank Systems, their construction, operation, maintenance, calibration and alarm systems, and promptly shall implement any and all upgrade requirements promulgated by any government agency having jurisdiction at the earliest possible time, but in no event, no later than any applicable deadline announced or promulgated by the government agency. Tenant shall not intentionally Release, and shall use commercially reasonable efforts to prevent any employee, contractor, agent, sublessee, invitee or licensee from Releasing, any Hazardous Materials on the Premises, into the air or the surrounding land, surface water or ground water; provided, however, a De Minimis Release on the Premises shall not be a violation of or a default of Tenant under the Lease (but Tenant shall have the remediation and indemnity obligations set forth in Section 4.5(c) and 4.5(d) below). Tenant shall provide Landlord with copies of all reports, studies,

complaints, claims, directives, citations, demands, inquiries, notices of violation, or orders relating to Hazardous Materials at or emanating from or to the Premises, at any time, or any alleged non-compliance with Environmental Laws at the Premises, reasonably promptly (and in no event later than fifteen (15) days) after such documents are provided to or generated by Tenant. Tenant also shall notify Landlord of any Material Release of Hazardous Materials at, on, under or from the Premises promptly upon notification of Tenant thereof, and promptly shall abate and remove any such Releases as required in this Article. A Material Release in and of itself shall not be a violation of or a default under this Lease, unless such Material Release shall result from the intentional acts of Tenant or from Tenant's failure to use commercially reasonable efforts to prevent any employee, contractor, agent, lessee, invitee or licensee from Releasing, any Hazardous Materials on the Premises, into the air or the surrounding land, surface water or ground water; provided, however, Tenant's failure to respond or take action after a Material Release as otherwise required in this Lease shall be a default hereunder. Any fuel spills immediately shall be removed and cleaned up using absorbent or other appropriate materials. All reporting, investigation and/or remediation requirements under any Environmental Law with respect to any and all Releases of Hazardous Materials at, on, from or near the Premises are the responsibility of Tenant.

c) Tenant's Responsibility for Hazardous Materials. Hazardous Materials at the Premises shall be the responsibility of Tenant and Tenant shall be liable for and responsible for such Hazardous Materials, including without limitation, at Tenant's sole cost (i) any Pre-Existing Environmental Condition (provided, however, that Tenant represents that based on the environmental information in Tenant's files, there are no known Pre-Existing Environmental Conditions on the date of this Lease, and based on such information, the possibility of such a Pre-Existing Environmental Condition is remote); (ii) permitting, reporting, assessment, testing, investigation, treatment, removal, remediation, transportation and disposal of such Hazardous Materials as directed by any governmental agency, as required by Environmental Laws; (iii) damages, costs, expenditures and claims for injury to persons, property, the Premises and surrounding air, land, surface water, and ground water resulting from such Hazardous Materials; (iv) claims by any governmental agency or third party associated with injury to surrounding air, land, surface water and ground water or other damage resulting from such Hazardous Materials; (v) damages for injury to the buildings, fixtures, appurtenances, equipment and other personal property of Landlord to the extent caused by such Hazardous Materials; (vi) fines, costs, fees, assessments, taxes, demands, orders, directives or any other requirements imposed in any manner by any governmental agency asserting jurisdiction, or under any Environmental Laws with respect to such Hazardous Materials; (vii) damages, costs and expenditures for injury to natural resources to the extent caused by such Hazardous Materials as directed by any governmental agency or otherwise as required by applicable law, including Environmental Laws; (viii) compliance with Environmental Laws regarding the use, storage, transportation, release, disposal, dispensing or sale of Hazardous Materials; and (ix) any other liability or obligation related to such Hazardous Materials. Except as otherwise provided in Section 4.5(f) below, Landlord is not required to incur any costs, fees (including attorney, consultant and expert witness fees) or expenses for environmental compliance, testing, investigation, assessment, remediation or cleanup relating to Hazardous Materials, and should Landlord incur any such reasonable costs, expenses or

fees relating to Hazardous Materials at the Premises or surrounding lands or surface water or ground water, Tenant shall promptly reimburse Landlord for said costs, expenses or fees (except to the extent such costs, fees or expenses arise from other property owned by Landlord, if any).

d) Tenant's Environmental Indemnification. Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space of the Premises, and sums paid in settlement of claims, attorneys' fees, consultation fees, and expert fees) which arise before, or during the term of the Lease as a result of Hazardous Materials (provided, however, that Tenant represents that based on the environmental information in Tenant's files, there are no known Pre-Existing Environmental Conditions on the date of this Lease, and based on such information, the possibility of such a Pre-Existing Environmental Condition is remote). This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation or site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Materials present in the soil or ground water on or under the Premises. Without limiting the foregoing, if the presence of any Hazardous Materials on the Premises results in any contamination of the Premises, Tenant shall promptly take all actions at its sole expense as are recommended by environmental consultants of Tenant and are necessary to return the Premises to the condition required by the appropriate governmental authority; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises. Should Tenant obtain a "no further action" closure letter or similar evidence of the completion of remediation from Georgia EPD (an "NFA Letter") Tenant shall have no obligation to further remediate the Premises, but Tenant shall continue to indemnify, defend and hold harmless Landlord for any claims, judgments, damages, penalties, fines, costs, liabilities, or losses as more particularly set forth in the beginning of this paragraph. Notwithstanding the foregoing, as more particularly provided for in Section 4.6(b), upon the end of the Lease Term, should Tenant obtain an NFA Letter, Tenant's indemnity obligations under this subsection shall be modified as more particularly set forth in Section 4.6(b).

e) Tenant's Notification Obligation. Tenant promptly shall notify Landlord of any of the following:

   i. any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Tenant's operation of the Premises, if such communication would enlarge or materially change or has the potential to materially change Tenant's or Landlord's obligations or liabilities under the Environmental Laws;

   ii. any correspondence, communication or notifications as are required by either the Federal or State Emergency Planning and Community Right to Know Acts if such communication would enlarge or materially change or has the potential to materially change Tenant's or Landlord's obligations or liabilities under the Environmental Laws;

iii. any material change in Tenant's operations on the Premises that will enlarge or materially change or has the potential to materially change Tenant's obligations or liabilities under the Environmental Laws;

iv. any Material Release or suspected Material Releases of any and all Hazardous Materials at, from or near the Premises. In addition, within thirty (30) days of Landlord's written request, Tenant shall provide to Landlord a copy of Tenant's "Leaseback Environmental Status Report" or a similar report if such report is no longer created by Tenant, which describes all testing and test results of the Premises during the prior year. Such request of Tenant shall not be made by Landlord more than twice in any calendar year.

f) Landlord's Right of Entry. If there has been a Material Release, at Landlord's sole expense and sole discretion, Landlord may enter upon the Premises (without interfering with Tenant's business and operations on the Premises) and make any inspection, tests, borings, measurements, investigation or assessment Landlord deems necessary in the exercise of its reasonable judgment in order to determine the presence of Hazardous Materials. Provided, however, that Landlord shall not conduct any soil borings or other invasive testing procedures unless there has been a Material Release or Landlord has a reasonable basis to suspect there has been a Material Release on the Premises. Landlord shall select a qualified environmental consultant to complete such tasks and shall not conduct any such inspections or other activities described herein without consulting and coordinating such efforts with the Tenant's environmental team. Nothing herein shall be deemed to require Landlord to conduct any such testing, measurement, investigation or assessment. Landlord shall give Tenant a minimum of five (5) days written notice prior to conducting any such inspection, tests, borings, measurements, investigation or assessment, so that Tenant may have the opportunity to be present and to receive split test samples and/or to observe such testing. Landlord agrees to consult with and coordinate such actions with Tenant's environmental team. In conducting any such inspections, and testing, Landlord shall not unduly interrupt or interfere with the conduct of Tenant's business. Notwithstanding any other provisions of this Lease to the contrary, Landlord shall be solely responsible for any costs, claims, damages, expenses or liabilities that arise as a result of Landlord's inspections and testing to the extent attributable to the negligence or misconduct of Landlord or Landlord's agents. Provided, however, no notice from Landlord to Tenant shall be required under urgent or emergency conditions. Tenant shall be provided with a copy of each report setting forth the results of any test performed by Landlord promptly upon receipt. Landlord's right of entry and inspection shall include the right to inspect Tenant's records required to be maintained pursuant to Environmental Laws.

g) Tenant's Environmental Records. Landlord shall have the right to require Tenant to provide to Landlord access to Tenant's file with respect to environmental matters affecting the Premises upon two (2) business days prior written notice. Upon such request, not to be made more than once in any calendar year, Tenant shall provide a copy of all new correspondence, reports and other written material in Tenant's environmental file for the Premises.

4.6 Resolution of Environmental Matters at Expiration or Termination of Tenancy.

a) Tenancy Close-Out Environmental Assessment and Report. Not later than (i) thirty (30) days prior to the expiration of the Lease or (ii) ninety (90) days after an earlier termination of the tenancy, whichever may apply, Tenant shall submit to the Landlord (i) a copy of all of Tenant's records relating to obligations under this Article IV, and (ii) a report of any environmental assessment pursuant to ASTM and/or prevailing industry standards, conducted by a qualified, and adequately insured consultant firm, to (1) identify and assess the presence of Hazardous Materials on, in, at, and, where information indicates migration of Hazardous Materials off site and it is practical to do so, off site of the Premises; (2) all records relating to the determination of the integrity and tightness of all Storage Tank Systems on the Premises; and (3) determine any needed remedial actions needed or pending regulatory obligations performance or resolution of which is required to comply with Environmental Laws or restore the Premises as set forth in this Section 4.6. Tenant shall update and supplement such report as needed through the date of the end of the tenancy to reflect any change in conditions or new information pertaining to the methodology or findings of the report. Tenant shall not be in default under this Lease for failure to complete the matters in this paragraph if Tenant is actively and diligently pursuing such matters.
b) Remedial and Corrective Actions; Closure of Storage Tank Systems: Not later than (i) the expiration of the Lease, (ii) six (6) months after the earlier termination of the Lease, (iii) or such longer time as is approved in writing by Governmental Authorities, if any is required, or as may be necessary to complete such corrective action in compliance with Governmental Authorities, and in any event, as consented to by Landlord, which consent shall not be unreasonably withheld, Tenant shall provide Landlord with written evidence and assurances that, as of the date of the end of the tenancy, or as soon as reasonably practicable thereafter, the Premises and any Storage Tank Systems left at the Premises comply (or will comply if any remediation is required) with all Environmental Laws and, where applicable, any required regulatory closures or NFA Letter have been obtained. Upon delivery of the evidence required hereunder, Tenant shall no longer have any indemnity obligations under this Lease with respect to any new suit or claim brought against Landlord or the Premises after the end of the Term regarding any Release that occurred on the Premises during the Term.

4.7 Right to Contest. Tenant may, at its sole cost and expense, contest, or cause to be contested, by appropriate legal proceedings conducted in good faith and with due diligence, the application of laws, ordinances, statutes or regulations to the Premises, including the application of Environmental Laws or Environmental Requirements to the Premises, provided Tenant indemnifies and holds Landlord harmless from any expenses (including reasonable attorney's fees) or liability arising out of such contest, and posts any bond or security required by law in connection with such contest.

4.8 Sewage. Tenant shall not discharge or permit to be discharged from the Premises any sewage other than that which is normal waste water for the business conducted by Tenant on, in or from the Premises. Any sewage which is produced or generated in connection with the use or operation of the Premises shall be handled and disposed of by Tenant as required by and in compliance with all applicable local, state and federal laws, ordinances and rules or regulations.

4.9 Survival. The provisions of this Article IV shall survive expiration or termination of the tenancy but nothing herein shall obligate Tenant for any environmental conditions first existing on the Premises after the date of expiration or termination of Tenant's tenancy hereunder.

ARTICLE V.

TAXES AND ASSESSMENTS

5.1 Real Estate Taxes and Assessments. From and after the Effective Date and continuing throughout the Term of this Lease Tenant's obligations with respect to Real Estate Taxes (as hereinafter defined) shall be as follows:

a) As used herein, "Real Estate Taxes" shall mean all taxes, assessments and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, and each and every installment thereof which during the Term hereof or prior to the Term of the Lease shall be or have been charged, laid, levied, assessed, or imposed upon, or arise in connection with, the use, occupancy or possession of the Premises or any part thereof, including, without limitation, ad valorem real and personal property taxes, and all taxes charged, laid, levied, assessed or imposed in lieu of or in addition to any of the foregoing by virtue of all present or future laws, ordinances, requirements, orders, directions, rules or regulations of federal, state, county and municipal governments and of all other governmental authorities whatsoever.

b) Tenant shall pay directly to the taxing authorities all Real Estate Taxes on or before the date such Real Estate Taxes are due and payable. Landlord, with Tenant's cooperation, shall cause the taxing authorities to deliver all bills for Real Estate Taxes directly to Tenant or should any taxing authority refuse to deliver a tax bill directly to Tenant, Landlord shall deliver said tax bill to Tenant no later than twenty (20) days after receipt from the taxing authority. Upon written request from Landlord, Tenant shall deliver to Landlord evidence of the payment of the Real Estate Taxes for the calendar year no later than twenty (20) days after the date Tenant has paid the Real Estate Taxes.

c) Reserved.

d) Landlord agrees that Tenant has the first right to manage and conduct all negotiations of the Real Estate Taxes and shall also have the right to contest the validity or the amount of any Real Estate Taxes by such appellate or other proceedings as may be appropriate in the jurisdiction, and may, if applicable, defer payment of such obligations if payment would operate as a bar to such contest, and, if applicable, pay same under protest, or take such other steps as Tenant may deem appropriate, provided, however, that Tenant indemnifies Landlord from any expense (including reasonable attorney's fees) or liability arising out of such contest, pursues such contest in good faith and with due diligence, posts any bond or security required by law in connection with such contest, gives Landlord written notice of its intention to contest, and takes no action which shall cause or allow the institution of any foreclosure proceedings or similar action against the Premises. Landlord shall, at Tenant's expense, cooperate in the institution and prosecution of any such proceedings initiated by Tenant, if so requested by Tenant, and shall execute any documents which Landlord may reasonably be required to execute and shall make any appearances which Landlord may reasonably be required to make in connection with such proceedings. Further provided,

that if Landlord receives any letters or communications from any taxing entity regarding the purchase price of the Premises paid by Landlord, or any other purchaser, or any request or information regarding the appraisal of the Premises, Landlord shall promptly forward such communications to Tenant for Tenant to respond. Landlord agrees not to respond directly to such requests, but rather to forward all such requests to Tenant.

e) If Tenant elects not to institute proceedings to contest the validity or the amount of any Real Estate Taxes, Landlord may do so, after giving Tenant fifteen (15) days prior written notice, and Tenant shall cooperate and shall make any appearances which Tenant may reasonably be required to make in such proceedings but shall not be obligated to incur any expense in connection therewith; provided, however, that Landlord pursues such contest in good faith and with due diligence and Landlord shall take no action which shall cause or allow the institution of any foreclosure proceedings or similar action against the Premises which might result in the termination of this Lease.

f) Should any of the proceedings referred to in the preceding two paragraphs (d) and (e) of this Section 5.1 result in reducing the total annual Real Estate Taxes, Tenant shall be entitled to receive all refunds by the taxing authorities attributable to the Premises for any period for which Tenant has paid Real Estate Taxes after deducting therefrom payment of all of the reasonable expenses incurred by Landlord and Tenant, if any, incurred in any such proceeding in which a refund is paid. If no refund shall be secured in any such proceeding, the party instituting the proceeding shall bear the entire cost, or if Landlord institutes the proceeding at Tenant's request, Tenant shall bear the entire cost.

g) Except for Real Estate Taxes, nothing in this Article 5 shall require Tenant to pay or reimburse Landlord for the payment of (i) any income, profit, inheritance, estate, succession, gift, franchise, margin or transfer taxes which are or may be imposed upon Landlord, its successors or assigns, by whatever authority imposed or however designated, (ii) any tax imposed upon the sale of all or a part of the Premises by Landlord, or (iii) any tax, assessment, charge or levy imposed or levied upon or assessed against any property of Landlord other than the Premises or any income to, or business activity of, Landlord not in connection with the Premises. Nothing herein shall require Tenant to pay or reimburse Landlord for the payment of any tax if Tenant's payment of such tax or reimbursement of Landlord for the payment of such tax would violate any applicable law.

h) Tenant shall pay and discharge, when due, all taxes assessed during the Term of this Lease against any leasehold interest or personal property of any kind owned by or placed in the Premises by Tenant. In addition to the Rent and any other sums or amounts required to be paid by Tenant to Landlord pursuant to the provisions of this Lease, Tenant shall also pay to Landlord, simultaneously with such payment of such Rent or other sums or amounts, the amount of any applicable sales, use or excise tax on any such Rent or other sums or amounts so paid by Tenant to Landlord, whether the same be levied, imposed or assessed by the State in which the Premises is located or any other federal, state, county or municipal governmental entity or agency. Any such sales, use or excise taxes shall be paid by Tenant to Landlord at the same time that each of the amounts with respect to which such taxes are payable are paid by Tenant to Landlord.

ARTICLE VI.

UTILITIES

6.1 From and after the Rental Commencement Date Tenant shall be liable for and shall pay directly all charges, rents and fees (together with any applicable taxes or assessments thereon) when due for water, gas, electricity, air conditioning, heat, septic, sewer, refuse collection, telephone and any other utility charges or similar items in connection with the use or occupancy of the Premises during the Term of this Lease. From and after the Effective Date Landlord shall not be responsible or liable in any way whatsoever for the impairment, interruption, stoppage, or other interference with any utility services to the Premises not caused by Landlord, its agents, employees, contractors or licensees. In any event no interruption, termination or cessation of utility services to the Premises shall relieve Tenant of its duties and obligations pursuant to this Lease, including, without limitation, its obligation to pay all Rent as and when the same shall be due hereunder.

ARTICLE VII.

RESERVED

7.1 Reserved.

ARTICLE VIII.

INSURANCE

8.1 Insurance by Tenant. From and after the Effective Date and continuing throughout the Term of this Lease, Tenant shall, at its sole cost and expense, maintain in full force and effect the following types and amounts of insurance coverage:

a) Special form insurance on the Improvements, including all permitted alterations, changes, additions and replacements thereof and thereto, including without limitation, insurance against loss or damage caused by: (i) fire, windstorm and other hazards and perils generally included under extended coverage; (ii) sprinkler leakage; (iii) vandalism and malicious mischief; and (iv) boiler and machinery, all in an amount which reasonably assures there will be sufficient proceeds to replace the Improvements in the event of a loss against which such insurance is issued. Such insurance shall (i) contain an agreed amount endorsement or equivalent clause within the policy with respect to the Improvements, (ii) provide for no deductible in excess of ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00), and (iii) contain endorsements insuring against liability for "demolition costs" and "increased cost of construction", as well as "ordinance or law" coverage and an "enforcement" endorsement if any of the Improvements or the use of the Premises shall at any time constitute legally non-conforming structures or uses. All insurance required hereunder, and all other insurance maintained by Tenant on the Improvements in excess of or in addition to that required hereunder, shall be carried in favor of Landlord and Tenant, as their respective interests may appear.

b) Commercial general liability and property damage insurance providing coverage against liability for personal and bodily injury, death and property damage having limits of not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) per occurrence with a general aggregate of not less than TEN MILLION AND NO/100 DOLLARS

($10,000,000.00), and with an umbrella liability policy in the amount of FIVE MILLION AND NO/100 DOLLARS ($5,000,000.00). Such insurance shall cover at least the following hazards: (i) premises and operations; (ii) products and completed operations; (iii) independent contractors; (iv) blanket contractual liability for all written and oral contracts; and (v) contractual liability covering the indemnities contained in Article XVIII hereof to the extent the same is available. Such insurance, and any and all other liability insurance maintained by Tenant in excess of or in addition to that required hereunder, shall name Landlord as an additional insured with a waiver of subrogation in favor of Landlord.

c) Workers' compensation insurance or employee liability insurance, in the minimum amounts required by the state in which the Premises is located, if any.

d) Builders' risk insurance in accordance with the requirements of this Article, but only prior to the commencement of and during the construction of any permitted rehabilitation, replacement, reconstruction, restoration, renovation or alteration to the Premises.

e) Flood hazard insurance if any portion of the Improvements is currently or at any time in the future located in a federally designated "special flood hazard area" and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (and any successor thereto) in an amount which reasonably assures that there will be sufficient proceeds to replace the Improvements in the event of a loss against which such insurance is issued.

f) Environmental Insurance covering the Premises and the Underground Storage Tank System (i) in an amount of at least $1,000,000.00 per occurrence, and $5,000,000 in the aggregate, or in such greater amount as may be required by law, providing coverage for remediation of any Hazardous Materials contamination at the Premises, and (ii) in the amount of at least $1,000,000 per occurrence providing coverage for compensation of any related personal injuries and third-party liability.

g) If Tenant's use of the Premises involves selling or distributing alcoholic beverages for off premises consumption, Tenant shall provide, keep and maintain in full force and effect liquor liability insurance in the amount of not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00), with umbrella policy of at least $5,000,000.

h) In addition, Tenant shall, at Landlord's reasonable request, provide, keep and maintain in full force and effect such other insurance for such risks and in such amounts as may from time to time be commonly insured against in the case of business operations in the same county where the Premises is located, similar to those contemplated by this Lease to be conducted by Tenant on the Premises.

8.2 Carriers and Features. Tenant shall provide to Landlord copies of insurance certificates evidencing all insurance required by this section simultaneously with execution of this Lease, and Landlord has approved the same. All insurance policies required to be carried by Tenant as provided in this Article shall be issued by insurance companies approved by Landlord authorized to do business in the State in which the Premises is located. The insurance companies must have: (i) an investment grade rating for claims paying ability assigned by a credit rating agency approved by Landlord and (ii) a general policy rating of A minus or better and a financial class of VII or better by A.M. Best Company, Inc. (with the exception of the environmental insurance policy described above). All such policies shall be for periods of not less than one year and Tenant shall renew the same at least thirty (30) days prior to the expiration thereof. All such policies shall name Landlord as additional insured and any wholly or principally owned subsidiaries of Landlord that

may now or hereafter exist, as well as any mortgagee or collateral assignee of Landlord, and shall require not less than thirty (30) days written notice to Landlord prior to any cancellation thereof or any change reducing coverage thereunder. Landlord shall not be liable for any insurance premiums thereon or subject to any assessments thereunder. Tenant shall pay the premiums for all insurance policies which Tenant is obligated to carry under this Article VIII and, at least fifteen (15) days after the date any such insurance must be in effect, and at least five (5) days before the expiration date of the prior policy, deliver to Landlord a copy of the policy or policies, or a certificate or certificates thereof, along with evidence that the premiums therefor have been paid for at least the next ensuing quarter-annual period.

8.3 Failure to Procure Insurance. In the event Tenant shall fail to procure insurance required under this Article and fail to maintain the same in full force and effect continuously during the Term of this Lease, Landlord shall be entitled to immediately procure the same and Tenant shall promptly reimburse Landlord for such premium expense as Additional Rent.

8.4 Self-Insurance.

a) Notwithstanding anything else contained herein, should Tenant or Guarantor have a net worth of $100,000,000 (excluding goodwill) during any part of the Term of this Lease, Tenant may self-insure for some or all insurance obligations contained hereunder for so long as Tenant maintains said net worth requirement, except to the extent insurance is required by the State where the Premises is located and such State does not allow such liability to be self-insured. If Tenant desires to self-insure pursuant to this Section 8.4(a), Tenant shall deliver to Landlord at least thirty (30) days prior to self-insuring a notice that it intends to self-insure hereunder, together with financial statements evidencing that Tenant has met the net worth requirement set forth above. If at any time during the Term, Tenant is self-insuring pursuing to this Section 8.4(a) and Tenant's net worth falls below the minimum net worth requirement set forth above, then Tenant shall no longer be entitled to self-insure under this Subsection, and Tenant shall procure all insurance otherwise required by this Article VIII. If Tenant is self-insuring under this Subsection, rather than delivering the insurance certificate called for at the times set forth in Section 8.2 above, Tenant shall deliver a certificate of self-insurance to Landlord.
b) Tenant may increase its self-insured retention on the liability insurance to be carried by Tenant under Section 8.1(b) and (g) above to amounts reasonably agreed to by Tenant and Landlord.

ARTICLE IX.
ADDITIONS, ALTERATIONS AND REMOVALS

9.1 Prohibition. Except as hereinafter expressly provided in Section 9.2, no portion of the Premises shall be demolished, removed, modified or altered by Tenant in any manner whatsoever.

9.2 Permitted Renovations. Tenant shall be entitled and obligated to undertake all alterations to the Premises required by any applicable law or ordinance including, without limitation, any alterations required by any Accessibility Laws. Tenant shall be entitled to make Minor Alterations, as defined herein, to the Premises only with Landlord's prior consent, and with prior notice to Landlord. As used herein, "Minor Alterations" shall mean an alteration to the Premises the cost of which does not exceed $500,000 and which does not decrease the value or the square footage of the Improvements. Except for Minor Alterations, Tenant shall not be entitled to make any alterations or renovations to the Premises without Landlord's consent, which shall not be unreasonably withheld. It shall be reasonable for Landlord to withhold its consent to any alteration, modification or renovation if such alteration, modification or renovation decreases the value of the Improvements or the Premises, or decreases the square footage of the Improvements. In performing any alterations or renovations to the Premises, including Minor Alterations, Tenant shall meet and comply with all of the following conditions:

a) Before the commencement of any such alterations, Tenant shall furnish to Landlord plans and specifications therefor or a detailed itemization thereof; provided, however, for non-structural Minor Alterations Tenant shall have no obligation to deliver plans and specifications or an itemization of the work to Landlord before commencement of such work.
b) Before the commencement of any such alterations, Tenant shall obtain the approval (if any is required) thereof by all governmental departments or authorities having or claiming jurisdiction of or over the Premises, as more particularly required by Section 4.3 hereof.
c) Tenant represents and warrants to Landlord that all such alterations will be performed in a good and workmanlike manner, in accordance with the terms, provisions and conditions of this Lease, and for structural alterations (other than Minor Alterations), in accordance with the plans and specifications or itemization thereof approved by Landlord.
d) Landlord shall have the right to inspect any such work at all times during normal working hours and to maintain at the Premises for that purpose (at its own expense) such inspector(s) as it may deem necessary so long as such inspections do not interfere with Tenant's work (but Landlord shall not thereby assume any responsibility for the proper completion of the alterations in accordance with the terms of this Lease, nor any liability arising from the improper performance thereof).
e) All such alterations shall be performed at Tenant's cost and expense and free of any expense to Landlord and free of any liens on Landlord's title, as more particularly provided for in Section 15.2 hereof.
f) Upon substantial completion of any such alterations Tenant shall procure a certificate of occupancy or other written approval, from the appropriate governmental authorities verifying the substantial completion thereof and shall provide a copy of same to Landlord, but only if such certificate of occupancy or other written approval is required by the governmental authority.
g) Tenant shall, and hereby agrees to, indemnify and save and hold Landlord harmless from and against and reimburse Landlord for any and all loss, damage, cost and expense (including, without limitation, reasonable attorneys' fees) incurred by or asserted against Landlord which is occasioned by or results, directly or indirectly, from any construction or renovation activities conducted upon the Premises; whether or not the same is caused by or is the fault of Tenant or any contractor, subcontractor, laborer, supplier, materialman or any other third party.

9.3 Permitted Access Easements. Tenant shall be entitled to enter into reciprocal access easements between the Premises and any adjoining property; provided, however, such reciprocal access easement requires Landlord's consent which will not be unreasonably withheld.

ARTICLE X.

MAINTENANCE AND REPAIRS

10.1 Repairs by Tenant. From and after the Effective Date and continuing throughout the Term of this Lease Tenant shall at all times and at its sole cost and expense, put, keep, replace and maintain the Premises (including, without limitation, the roof, plumbing systems, electric systems and HVAC systems) in good repair and in good, safe and substantial order and condition, shall make all repairs and replacements thereto, both inside and outside, structural and non-structural, ordinary and extraordinary, howsoever the necessity or desirability for repairs may occur, and whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise, and shall use all reasonable precautions to prevent waste, damage or injury. Tenant shall also, at its own cost and expense, put, keep, replace and maintain all landscaping, signs, sidewalks, roadways, driveways and parking areas within the Premises in good repair and in good, safe and substantial order and condition and free from dirt, standing water, rubbish and other obstructions or obstacles, ordinary wear and tear excepted. Tenant shall be responsible for providing to Landlord an annual report of HVAC inspections, maintenance and repairs. Failure to provide said annual HVAC reports shall constitute default under the terms of this Lease.

10.2 Landlord's Obligation. Landlord shall not be required to make any alterations, reconstructions, replacements, changes, additions, improvements or repairs of any kind or nature whatsoever to the Premises or any portion thereof (including, without limitation, any portion of the Improvements) at any time during the Term of this Lease.

ARTICLE XI.

DAMAGE OR DESTRUCTION

11.1 Restoration and Repair. If, during the Term of this Lease, the Improvements shall be destroyed or damaged in whole or in part by fire, windstorm or any other cause whatsoever, Tenant shall give Landlord immediate notice thereof and shall repair, reconstruct or replace the Improvements, or the portion thereof so destroyed or damaged (whichever is reasonably required), at least to the extent of the value and character thereof existing immediately prior to such occurrence. All work shall be started as soon as practicable and completed, at Tenant's sole cost and expense. Tenant shall, however, promptly take such action as is necessary to assure that the Premises (or any portion thereof) does not constitute a nuisance or otherwise present a health or safety hazard. There shall be no abatement or reduction in Rent as a result of a casualty. Notwithstanding anything to the contrary if there is a casualty to the Premises in the last two (2) Lease Years of the Term or of the then current Option Term which damages the Improvements by more than twenty five percent (25%), then Tenant, at its option, may terminate this Lease, by delivering written notice of termination to Landlord within thirty (30) days of the event of casualty. All Rent shall be paid through the date of Landlord's receipt of Tenant's notice of termination. In the event of such termination, Landlord shall be entitled to any and all insurance proceeds relating

to such casualty to be paid under all insurance policies to be carried under Article VIII of this Lease or any other insurance policies carried by Tenant on the Premises, or in the event Tenant has self-insured pursuant to Section 8.4, then Tenant shall pay to Landlord the amount that would have been payable to Landlord had Tenant carried the insurance otherwise required by Article VIII.

11.2 Escrow of Insurance Proceeds. In the event of a casualty resulting in a loss payment for the Improvements in an amount greater than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00), the proceeds of all insurance policies maintained by Tenant shall be deposited in Landlord's name in an escrow account at a bank or other financial institution designated by Landlord, and shall be used by Tenant for the repair, reconstruction or restoration of the Improvements. Such proceeds shall be disbursed periodically by Landlord upon certification of the architect or engineer having supervision of the work that such amounts are the amounts paid or payable for the repair, reconstruction or restoration. Tenant shall, at the time of establishment of such escrow account and from time to time thereafter until said work shall have been completed and paid for, furnish Landlord with adequate evidence that at all times the undisbursed portion of the escrowed funds, together with any funds made available by Tenant, is sufficient to pay for the repair, reconstruction or restoration in its entirety. Tenant shall obtain and make receipted bills available to Landlord and, upon completion of said work, full and final waivers of lien. Upon the final completion of the repair, reconstruction or restoration, any un-disbursed portion of the escrowed funds, plus any interest earned thereon, shall be delivered to Landlord. In the event of a casualty resulting in a loss payment for the Improvements in an amount equal to or less than the amount stated above, the proceeds shall be paid to Tenant, and shall be applied towards repair, reconstruction and restoration.

11.3 Uninsured Losses. Nothing contained herein shall relieve Tenant of its obligations under this Article if the destruction or damage is not covered, either in whole or in part, by insurance.

ARTICLE XII.

CONDEMNATION

12.1 Complete Taking. If the whole of the Premises shall be taken or condemned for any public or quasi-public use or purpose, by right of eminent domain or by purchase in lieu thereof, or if a substantial portion of the Premises shall be so taken or condemned such that the portion or portions remaining is or are not sufficient and suitable, in the mutual reasonable judgment of Landlord and Tenant, for the continued operation of the business contemplated by this Lease to be conducted thereon, therein or therefrom so as to effectively render the Premises untenantable, then this Lease and the Term hereby granted shall cease and terminate as of the date on which the condemning authority takes possession and all Rent shall be paid by Tenant to Landlord up to that date or refunded by Landlord to Tenant if Rent has previously been paid by Tenant beyond that date.

12.2 Partial Taking. If a portion of the Premises is taken, and the portion or portions remaining can, in the mutual reasonable judgment of Landlord and Tenant, be adapted and used for the conduct of Tenant's business operation, then the Tenant shall promptly restore the remaining portion or portions thereof to a condition comparable to their condition at the time of such taking or condemnation, less the portion or portions lost by the taking, and this Lease shall continue in

full force and effect except that the Rent payable hereunder shall, if necessary, be equitably adjusted to take into account the portion or portions of the Premises lost by the taking.

12.3 Award. The entire award for the Premises or the portion or portions thereof so taken shall be apportioned between Landlord and Tenant as follows: (i) if this Lease terminates due to a taking or condemnation, Landlord shall be entitled to the entire award; and (ii) if this Lease does not terminate due to such taking or condemnation, Tenant shall be entitled to the award to the extent required for restoration of the Premises, and Landlord shall be entitled to the balance of the award not applied to restoration. If this Lease does not terminate due to a taking or condemnation, Tenant shall, with due diligence, restore the remaining portion or portions of the Premises in the manner hereinabove provided. In such event, if the proceeds of the award to be applied to restoration exceed $500,000, then the proceeds of the award to be applied to restoration shall be deposited with a bank or financial institution designated by Landlord as if such award were insurance proceeds, and the amount so deposited will thereafter be treated in the same manner as insurance proceeds are to be treated under Section 11.2 of this Lease until the restoration has been completed and Tenant has been reimbursed for all the costs and expenses thereof. Upon the final completion of the repair, reconstruction or restoration, any funds in such account, together with any interest earned thereon, shall be delivered to Landlord. If the award is insufficient to pay for the restoration, Tenant shall be responsible for the remaining cost and expense of such restoration.

12.4 Disputes. If Landlord and Tenant cannot agree in respect of any matters to be determined under this Article, a determination shall be requested of the court having jurisdiction over the taking or condemnation; provided, however, that if said court will not accept such matters for determination, either party may have the matters determined by a court otherwise having jurisdiction over the parties.

ARTICLE XIII.

LANDLORD'S RIGHT TO INSPECT

13.1 Landlord and its agents shall have the right to enter upon the Premises or any portion thereof at any reasonable time to inspect, by giving to Tenant one (1) business days prior notice, the operation, sanitation, safety, maintenance and use of the same, or any portions of the same and to assure itself that Tenant is in full compliance with its obligations under this Lease (but Landlord shall not thereby assume any responsibility for the performance of any of Tenant's obligations hereunder, nor any liability arising from the improper performance thereof). In making any such inspections, Landlord shall not unduly interrupt or interfere with the conduct of Tenant's business. Notwithstanding any other provisions of this Lease to the contrary, Landlord shall be solely responsible for any costs, claims, damages, expenses or liabilities that arise as a result of Landlord's inspection to the extent attributable to the negligence or misconduct of Landlord or Landlord's agents.

ARTICLE XIV.

ASSIGNMENT AND SUBLETTING BY TENANT

14.1 Tenant may assign its interest in this Lease or sublet the whole or any part of the Premises only with the prior written consent of Landlord provided that (i) Tenant shall deliver to Landlord

a copy of the instrument(s) of assignment or sublease, and (ii) any such assignee or sublessee shall agree in writing to assume and perform all of the terms and conditions of this Lease on Tenant's part to be performed with respect to the assigned or subleased estate from and after the commencement date of such assignment or subletting. If the Landlord consents to any assignment or subletting of this Lease, Tenant shall remain primarily liable and responsible under this Lease in the event of any such assignment or sublease and any such assignment or sublease shall not operate to release Tenant from its obligations hereunder. Any assignment of this Lease or subletting of the Premises without notification to Landlord shall not be effective as to Landlord and Landlord shall not be bound thereby until receipt of such notification. Any assignment of this Lease or subletting of the Premises for an unlawful or prohibited use or a use restricted by matters of title shall be void and of no force and effect. Notwithstanding the foregoing, B&J MART LLC, as Tenant, and Bhavika Patel, as Guarantor, may be released from continuing liability under this Lease should Tenant assign this Lease to an entity that has both (i) at the time of said assignment, a net worth (excluding goodwill) of $160,000,000 as evidenced by audited financial statements of assignee evidencing said net worth delivered by Tenant to Landlord at the time of such assignment, and (ii) experience and creditworthiness substantially similar to Tenant at the time of said assignment. Landlord agrees that with regard to any sublease or other occupancy agreement entered into by Tenant on or in the Premises, so long as this Lease is in place and Tenant has not committed an Event of Default hereunder, all income from any said sublease or occupancy agreement shall belong to Tenant and Landlord hereby waives any claims with respect to the income from any sublease or any occupancy rights granted by Tenant on the Premises, which shall remain the Property of Tenant. Should Tenant sublease any part of the Premises or otherwise enter into any occupancy agreements during the Term, nothing in this Lease shall obligate Landlord to recognize the rights of any subtenants or other parties in occupancy of the Premises.

ARTICLE XV.
LANDLORD'S INTEREST NOT SUBJECT TO LIENS

15.1 Liens, Generally. Tenant shall not create or cause to be imposed, claimed or filed upon the Premises, or any portion thereof, or upon the interest of Landlord therein, any lien, charge or encumbrance whatsoever. If, because of any act or omission of Tenant, any such lien, charge or encumbrance shall be imposed, claimed or filed, Tenant shall, at its sole cost and expense, cause the same to be fully paid and satisfied or otherwise discharged of record (by bonding or otherwise) and Tenant shall indemnify and save and hold Landlord harmless from and against any and all costs, liabilities, suits, penalties, claims and demands whatsoever, and from and against any and all attorneys' fees, at both trial and all appellate levels, resulting or on account thereof and therefrom. In the event that Tenant shall fail to comply with the foregoing provisions of this Section 15.1, Landlord shall have the option of paying, satisfying or otherwise discharging (by bonding or otherwise) such lien, charge or encumbrance and Tenant agrees to reimburse Landlord, upon demand and as Additional Rent, for all sums so paid and for all costs and expenses incurred by Landlord in connection therewith, together with interest thereon as provided in this Lease, until paid. The terms and conditions of this section shall in no way limit Tenant's right to place a lien upon any of Tenant's personalty or trade fixtures located on the Premises. In addition, Tenant shall have the unconditional right to grant mortgages (a "Leasehold Mortgage") covering the leasehold interest created by this Lease and in and to the Improvements and any fixtures, furnishings,

machinery or equipment owned by Tenant and located therein. The following terms and provisions shall apply to any Leasehold Mortgage:

i. Tenant may give notice to Landlord that all notices under this Lease should also be given to the holder of the Leasehold Mortgage (the "Leasehold Mortgagee"), and upon receipt of such notice, Landlord will copy the Leasehold Mortgagee on any notices of default sent under this Lease, at the address provided by Tenant. A Leasehold Mortgagee may, but shall not be obligated to, cure any default or perform any obligation to be performed by Tenant hereunder in the same period of time provided for Tenant to perform or cure any non-performance hereunder.

ii. No assignment of this Lease to a Leasehold Mortgagee, or foreclosure by a Leasehold Mortgagee against Tenant's interest under this Lease or its interest in the Improvements and/or any subleases thereof, shall be deemed an assignment in violation of this Lease. Landlord agrees that any Leasehold Mortgagee who has been identified by Tenant as a Leasehold Mortgagee may notify Landlord that such Leasehold Mortgagee has succeeded to the interest of "Tenant" hereunder, and Landlord thereafter shall treat such Leasehold Mortgagee as the Tenant hereunder without any obligation to inquire into the validity of such Leasehold Mortgagee's right to succeed to the interest of "Tenant" hereunder.

15.2 Mechanics Liens. Landlord's interest in the Premises shall not be subjected to liens of any nature by reason of Tenant's construction, alteration, renovation, repair, restoration, replacement or reconstruction of any improvements on or in the Premises, or by reason of any other act or omission of Tenant (or of any person claiming by, through or under Tenant) including, but not limited to, mechanics' and materialmen's liens. All persons dealing with Tenant are hereby placed on notice that such persons shall not look to Landlord or to Landlord's credit or assets (including Landlord's interest in the Premises) for payment or satisfaction of any obligations incurred in connection with the construction, alteration, renovation, repair, restoration, replacement or reconstruction thereof by or on behalf of Tenant. Tenant has no power, right or authority to subject Landlord's interest in the Premises to any mechanic's or materialmen's lien or claim of lien. If a lien, a claim of lien or an order for the payment of money shall be imposed against the Premises on account of work performed, or alleged to have been performed, for or on behalf of Tenant, Tenant shall, within thirty (30) days after written notice of the imposition of such lien, claim or order, cause the Premises to be released therefrom by the payment of the obligation secured thereby or by furnishing a bond or by any other method prescribed or permitted by law. If a lien is released, Tenant shall thereupon establish the release as a matter of record by recording or filing it in the appropriate office of land records of the County in which the Premises is located, and shall furnish Landlord with a copy of same.

15.3 Contest of Liens. Tenant may, at its option, contest the validity of any lien or claim of lien if Tenant shall have first posted an appropriate and sufficient bond in favor of the claimant or paid the appropriate sum into court, if permitted by law, and thereby obtained the release of the Premises from such lien. If judgment is obtained by the claimant under any lien, Tenant shall pay the same promptly after such judgment shall have become final and the time for appeal therefrom has expired without appeal having been taken. Tenant shall, at its own expense, defend the interests of Tenant and Landlord in any and all such suits; provided, however, that Landlord may, at its election, engage its own counsel and assert its own defenses, in which event Tenant shall cooperate

with Landlord and make available to Landlord all information and data which Landlord deems necessary or desirable for such defense.

15.4 Notices of Commencement of Construction. If required by the laws of the State of Georgia, in which the Premises is located, prior to commencement by Tenant of any work on the Premises Tenant shall record or file a notice of the commencement of such work (the "Notice of Commencement") in the land records of the County in which the Premises is located, identifying Tenant as the party for whom such work is being performed, stating such other matters as may be required by law and requiring the service of copies of all notices, liens or claims of lien upon Landlord. Any such Notice of Commencement shall clearly reflect that the interest of Tenant in the Premises is that of a leasehold estate and shall also clearly reflect that the interest of Landlord as the fee simple owner of the Premises shall not be subject to mechanics or materialmen's liens on account of the work which is the subject of such Notice of Commencement. A copy of any such Notice of Commencement shall be furnished to and approved by Landlord and its attorneys prior to the recording or filing thereof, as aforesaid.

ARTICLE XVI.
SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE

16.1 Subordination. This Lease, Tenant's interest hereunder and Tenant's leasehold interest in and to the Premises are hereby agreed by Tenant to be and are hereby made junior, inferior, subordinate and subject in right, title, interest, lien, encumbrance, priority and all other respects to any mortgage or mortgages now or hereafter in force and effect upon or encumbering Landlord's interest in the Premises, or any portion thereof, and to all collateral assignments by Landlord to any third party or parties of any of Landlord's rights under this Lease or the rents, issues and profits thereof or therefrom as security for any liability or indebtedness, direct, indirect or contingent, of Landlord to such third party or parties, and to all future modifications, extensions, renewals, consolidations and replacements of, and all amendments and supplements to any such mortgage, mortgages or assignments, and upon recording of any such mortgage, mortgages or assignments, the same shall be deemed to be prior in dignity, lien and encumbrance to this Lease, Tenant's interest hereunder and Tenant's leasehold interest in and to the Premises irrespective of the dates of execution, delivery or recordation of any such mortgage, mortgages or assignments; provided, however, such subordination shall be upon the express condition that the validity of this Lease shall be recognized by the holder of any such mortgage or assignment, and that, notwithstanding any default by the Landlord with respect to such mortgage or assignment, such holder of such mortgage or assignment shall agree, pursuant to a Subordination, Non-Disturbance and Attornment Agreement in a form reasonably acceptable to lender, Landlord and Tenant that Tenant's possession and right of use under this Lease in and to the Premises shall not be disturbed by such mortgagee or ground lessor unless and until an Event of Default shall have occurred and be continuing and, as a result of such Event of Default, this Lease or Tenant's right to possession hereunder shall have been terminated in accordance with the provisions of this Lease. The foregoing subordination provisions of this Section shall be automatic and self-operative without the necessity of the execution of any further instrument or agreement of subordination on the part of Tenant. However, if Landlord or the holder or proposed holder of any such mortgage, mortgages or assignments shall request that Tenant execute and deliver any further instrument or agreement

of subordination of this Lease, Tenant's interest hereunder or Tenant's leasehold interest in the Premises to any such mortgage, mortgages or assignments in confirmation or furtherance of or in addition to the foregoing subordination provisions of this Section, Tenant shall execute and deliver the same to the requesting party within ten (10) business days following Tenant's receipt of such a written request.

16.2 Attornment. Tenant shall and hereby agrees to attorn, and be bound under all of the terms, provisions, covenants and conditions of this Lease, to any successor of the interest of Landlord under this Lease for the balance of the Term of this Lease remaining at the time of the succession of such interest to such successor. In particular, in the event that any proceedings are brought for the foreclosure of any mortgage or security interest encumbering or collateral assignment of Landlord's interest in the Premises, or any portion thereof, Tenant shall attorn to the purchaser at any such foreclosure sale and recognize such purchaser as Landlord under this Lease, subject, however, to all of the terms and conditions of this Lease. Tenant agrees that neither the purchaser at any such foreclosure sale nor the foreclosing mortgagee or holder of such security interest or collateral assignment shall have any liability for any act or omission of Landlord, be subject to any offsets or defenses which Tenant may have as claim against Landlord, or be bound by any advance rents which may have been paid by Tenant to Landlord for more than the current period in which such rents come due.

16.3 Rights of Mortgagees and Assignees. At the time of giving any notice of default to Landlord, Tenant shall mail or deliver to the holders of any mortgage on the Premises or holder of security interest in or collateral assignment of this Lease who have, in writing, notified Tenant of their interests (individually a "Mortgagee") a copy of any such notice. No notice of default or termination of this Lease by Tenant shall be effective until every Mortgagee shall have been furnished a copy of such notice by Tenant. In the event Landlord fails to cure any default by it under this Lease, any Mortgagee shall have, at its option, a period of thirty (30) days within which to remedy such default of Landlord or to cause such default to be remedied. In the event that a Mortgagee elects to cure any such default by Landlord, then Tenant shall accept such performance on the part of such Mortgagee as though the same had been performed by Landlord, and for such purpose Tenant hereby authorizes any Mortgagee to enter upon the Premises to the extent necessary to exercise any of Landlord's rights, powers and duties under this Lease. If any Mortgagee promptly commences and diligently pursues to cure a default by Landlord which is reasonably capable of being cured by that Mortgagee, then Tenant will not terminate this Lease or cease to perform any of its obligations under this Lease so long as the Mortgagee is, with due diligence, engaged in the curing of such default.

ARTICLE XVII.

END OF TERM

17.1 Surrender of Premises. Tenant shall, on or before the last day of the Term of this Lease or upon the sooner termination thereof, peaceably and quietly surrender and deliver to Landlord the Premises (including, without limitation, all Improvements and all additions thereto and replacements thereof made from time to time over the Term of this Lease), in good order, condition and repair, and free and clear of all liens and encumbrances other than those which exist on the Rental Commencement Date or are otherwise specifically approved and acknowledged by

Landlord in writing and free of Tenant's Personal Property. In addition, Tenant shall comply with the close out requirements of Section 4.6 of this Lease.

The provisions of this Article 17.1 shall survive the termination or expiration of this Lease.

17.2 Holding Over. If Tenant or any other person or party shall remain in possession of the Premises or any part thereof following the expiration of the Term or earlier termination of this Lease or should Tenant leave any of Tenant's Personal Property on the Premises, without an agreement in writing between Landlord and Tenant with respect thereto, the person or party remaining in possession shall be deemed to be a tenant at sufferance, and during any such holdover, the Rent payable under this Lease by such tenant at sufferance shall be **double the rate or rates** in effect immediately prior to the expiration of the Term or earlier termination of this Lease. In no event, however, shall such holding over be deemed or construed to be or constitute a renewal or extension of this Lease.

ARTICLE XVIII.
LIABILITY OF LANDLORD; INDEMNIFICATION

18.1 Liability of Landlord. Except as otherwise provided in this Lease, Landlord shall not be liable to Tenant, its employees, agents, business invitees, licensees, customers, clients, or guests for any damage, injury, loss, compensation or claim, including, but not limited to, claims for the interruption of or loss to Tenant's business, based on, arising out of or resulting from any cause whatsoever (except the gross negligence or willful misconduct of Landlord, its successors and assigns, and their respective directors, officers, employees and agents), including, but not limited to: (i) repairs to any portion of the Premises; (ii) interruption in Tenant's use of the Premises; (iii) any accident or damage resulting from the use or operation (by Landlord, Tenant or any other person or persons) of any equipment within the Premises, including without limitation, heating, cooling, electrical or plumbing equipment or apparatus; (iv) the termination of this Lease by reason of the condemnation or destruction of the Premises in accordance with the provisions of this Lease; (v) any fire, robbery, theft, mysterious disappearance or other casualty; (vi) the actions of any other person or persons; and (g) any leakage or seepage in or from any part or portion of the Premises, whether from water, rain or other precipitation that may leak into, or flow from, any part of the Premises, or from drains, pipes or plumbing fixtures in the Improvements. Any storage or placement by the Tenant or its employees of goods, property or personal effects in or about the Premises shall be done at the sole risk of the Tenant.

18.2 Indemnification of Landlord. Subject to the limitations set forth in Section 18.1 above, Tenant shall defend, indemnify and save and hold Landlord harmless from and against any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, costs and expenses of every kind or nature (except as may arise through the gross negligence or willful misconduct of Landlord, its successors and assigns, and their respective directors, officers, employees and agents) , including reasonable attorneys' fees and court costs, incurred by Landlord, arising directly or indirectly from or out of: (i) any failure by Tenant to perform any of the terms, provisions, covenants or conditions of this Lease on Tenant's part to be performed; (ii) any accident, injury or damage which shall happen at, in or upon the Premises, however occurring; (iii) any matter or thing growing out of the condition, occupation,

maintenance, alteration, repair, use or operation by any person of the Premises, or any part thereof, or the operation of the business contemplated by this Lease to be conducted thereon, thereat, therein, or therefrom; (iv) any failure of Tenant to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any governmental authority, including, without limitation, the Accessibility Laws; or (v) any other act or omission of Tenant, its employees, agents, invitees, customers, licensees or contractors. Tenant's indemnity obligations under this Article and elsewhere in this Lease arising prior to the expiration or earlier termination of this Lease shall survive any such expiration or termination, subject to the limitations in Section 4.6(b) and subject to Tenant's release from continuing liability under Article XIV hereof (after an assignment to an assignee that meets the net worth requirements set forth in the first paragraph of Article XIV hereof).

18.3 Notice of Claim or Suit / Notice of Environmental Matters. Tenant shall promptly notify Landlord of any claim, action, proceeding or suit involving the Premises which is instituted or threatened against Tenant or Landlord of which Tenant receives notice or of which Tenant acquires knowledge. In the event Landlord is made a party to any action for damages or other relief against which Tenant has indemnified Landlord, as aforesaid, Tenant shall defend Landlord, pay all costs and shall provide effective counsel to Landlord in such litigation or, at Landlord's option, shall pay all reasonable attorneys' fees and costs incurred by Landlord in connection with its own defense or settlement of said litigation.

18.4 Limitation on Liability of Landlord. In the event Tenant is awarded a money judgment against Landlord, Tenant's sole recourse for satisfaction of such judgment shall be limited to execution against the Premises. In no event shall any officer, director, employee or shareholder of Landlord be personally liable for the obligations of Landlord hereunder. Nothing in this section shall limit Landlord's liability for or Tenant's ability to recover against Landlord for, any gross negligence or willful misconduct by Landlord or Landlord's agents against Tenant or any other person on, in or about the Premises, including the grossly negligent acts of Landlord or Landlord's agents while inspecting the Premises pursuant to any of the terms or provisions of this Lease.

ARTICLE XIX.

DEFAULT

19.1 Events of Default. Each of the following events shall be an event of default hereunder by Tenant and shall constitute a breach of this Lease (individually an "Event of Default"):

a) If Tenant shall fail to pay, when due, any Rent, or portion thereof, or any other sum due to Landlord from Tenant hereunder, and such failure shall continue for a period of ten (10) days after notice from Landlord; provided, however, after Tenant's first failure to pay in any calendar year during the Term, the cure period shall be five (5) days instead of ten (10) days.
b) If Tenant shall violate or fail to comply with or perform any other term, provision, covenant, agreement or condition to be performed or observed by Tenant under this Lease, and such violation or failure shall continue for a period of thirty (30) days after written notice thereof from Landlord; provided, however, Tenant shall have more than thirty (30) days to cure the non-monetary default as is necessary provided Tenant commences to cure

said default within thirty (30) days of receipt of Landlord's notice, Tenant diligently pursues said cure to completion, and Tenant completes said cure within one hundred and eighty (180) days of receipt of Landlord's notice, or longer if Tenant is diligently pursuing remediation of a Material Release in, on or under the Premises in compliance with the applicable governmental authority.

c) If, at any time during the Term of this Lease, Tenant shall file in any court, pursuant to any statute of either the United States or of any State, a petition in bankruptcy or insolvency, or for reorganization or arrangement, or for the appointment of a receiver or trustee of all or any portion of Tenant's property, including, without limitation, its leasehold interest in the Premises, or if Tenant shall make an assignment for the benefit of its creditors or petitions for or enters into an arrangement with its creditors.

d) If, at any time during the Term of this Lease, there shall be filed against Tenant in any courts pursuant to any statute of the United States or of any State, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Tenant's property, including, without limitation, its leasehold interest in the Premises, and any such proceeding against Tenant shall not be dismissed within sixty (60) days following the commencement thereof.

e) If Tenant's leasehold interest in the Premises or property therein shall be seized under any levy, execution, attachment or other process of court where the same shall not be vacated or stayed on appeal or otherwise within sixty (60) days thereafter, or if Tenant's leasehold interest in the Premises is sold by judicial sale and such sale is not vacated, set aside or stayed on appeal or otherwise within ninety (90) days thereafter.

f) If Tenant commits an anticipatory breach of this Lease, as defined herein. As used herein, "Anticipatory Breach" shall mean either (i) Tenant's repudiation of the Lease in writing, or (ii) Tenant's failure to pay Rent or other amounts due under this Lease as and when they are due and payable, after any applicable notice period as set forth in this Section 19.1.

19.2 Remedies on Default. If any of the Events of Default hereinabove specified shall occur, Landlord, at any time thereafter, shall have and may exercise any of the following rights and remedies:

a) Landlord may, pursuant to written notice thereof to Tenant, terminate this Lease and, peaceably or pursuant to appropriate legal proceedings, re-enter, retake and resume possession of the Premises for Landlord's own account and, for Tenant's breach of and default under this Lease, recover promptly from Tenant any and all rents and other sums and damages due or in existence at the time of such termination, including, without limitation, (i) all Rent and other sums, charges, payments, costs and expenses agreed and/or required to be paid by Tenant to Landlord hereunder, (ii) all costs and expenses of Landlord in connection with the recovery of possession of the Premises, including reasonable attorneys' fees and court costs, and (iii) all costs and expenses of Landlord in connection with any reletting or attempted reletting of the Premises or any part or parts thereof, including, without limitation, brokerage fees, attorneys' fees and the cost of any alterations or repairs which may be reasonably required to so relet the Premises, or any part or parts thereof.

b) Landlord may, pursuant to any prior notice required by law, and without terminating this Lease, peaceably or pursuant to appropriate legal proceedings, re-enter, retake and resume possession of the Premises for the account of Tenant, make such alterations of and repairs

to the Premises as may be reasonably necessary in order to relet the same or any part or parts thereof and relet or attempt to relet the Premises or any part or parts thereof for such term or terms (which may be for a term or terms extending beyond the Term of this Lease), at such rents and upon such other terms and provisions as Landlord, in its sole, but reasonable, discretion, may deem advisable. If Landlord relets or attempts to relet the Premises, Landlord shall at its sole discretion determine the terms and provisions of any new lease or sublease and whether or not a particular proposed new tenant or sublessee is acceptable to Landlord. Upon any such reletting, all rents received by the Landlord from such reletting shall be applied, (a) first, to the payment of all costs and expenses of recovering possession of the Premises, (b) second, to the payment of any costs and expenses of such reletting, including brokerage fees, attorneys' fees and the cost of any alterations and repairs reasonably required for such reletting; (c) third, to the payment of any indebtedness, other than Rent, due hereunder from Tenant to the Landlord, (d) fourth, to the payment of all Rent and other sums due and unpaid hereunder, and (e) fifth, the residue, if any, shall be held by the Landlord and applied in payment of future Rents as the same may become due and payable hereunder. If the rents received from such reletting during any period shall be less than that required to be paid during that period by the Tenant hereunder, Tenant shall promptly pay any such deficiency to the Landlord and failing the prompt payment thereof by Tenant to Landlord, Landlord shall immediately be entitled to institute legal proceedings for the recovery and collection of the same. Such deficiency shall be calculated and paid at the time each payment of rent shall otherwise become due under this Lease, or, at the option of Landlord, at the end of the Term of this Lease. Landlord shall, in addition, be immediately entitled to sue for and otherwise recover from Tenant any other damages occasioned by or resulting from an Event of Default under this Lease other than a default in the payment of rent. No such re-entry, retaking or resumption of possession of the Premises by the Landlord for the account of Tenant shall be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention shall be given to the Tenant or unless the termination of this Lease be decreed by a court of competent jurisdiction. Notwithstanding any such re-entry and reletting or attempted reletting of the Premises or any part or parts thereof for the account of Tenant without termination, Landlord may at any time thereafter, upon written notice to Tenant, elect to terminate this Lease or pursue any other remedy available to Landlord for Tenant's previous breach of or default under this Lease. Landlord, in the exercise of its reasonable business judgment, shall minimize or mitigate Landlord's damages as a result of the Event of Default of Tenant under this Lease.

c) Landlord may, (i) without re-entering, retaking or resuming possession of the Premises, sue for all Rent and all other sums, charges, payments, costs and expenses due from Tenant to Landlord hereunder as they become due under this Lease, taking into account that Tenant's right and option to pay the Rent hereunder on a monthly basis in any particular Lease Year is conditioned upon the absence of a default on Tenant's part in the performance of its obligations under this Lease, or (ii) at Landlord's option, dispossess Tenant and to the fullest extent permitted by law, collect the difference between the total of all Rent provided for in this Lease for the remainder of the Term and the reasonable rental value for the Premises for such period, such difference discounted to the present value.

In addition to the remedies hereinabove specified and enumerated, Landlord shall have and may exercise the right to invoke any other remedies allowed at law or in equity as if the remedies of re-entry, unlawful detainer proceedings and other remedies were not herein provided. Accordingly, the mention in this Lease of any particular remedy shall not preclude Landlord from having or exercising any other remedy at law or in equity. Nothing herein contained shall be construed as precluding the Landlord from having or exercising such lawful remedies as may be and become necessary in order to preserve the Landlord's right or the interest of the Landlord in the Premises and in this Lease, even before the expiration of any notice periods provided for in this Lease, if under the particular circumstances then existing the allowance of such notice periods will prejudice or will endanger the rights and estate of the Landlord in this Lease and in the Premises; provided, however, that nothing herein shall entitle Landlord to receive more than Landlord is otherwise entitled to receive under this Lease.

19.3 Landlord May Cure Tenant Defaults. If an Event of Default shall occur, other than the payment of Rent, Landlord may, after notice to Tenant and a reasonable time to perform after such notice (or without notice if, in Landlord's reasonable opinion, an emergency exists) perform the same for the account and at the expense of Tenant. If, at any time and by reason of such default, Landlord is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of any sum of money, or is compelled to incur any expense in the enforcement of its rights hereunder or otherwise, such sum or sums, together with interest thereon at the highest rate allowed under the laws of the State of Georgia, shall be deemed Additional Rent hereunder and shall be repaid to Landlord by Tenant promptly when billed therefor, and Landlord shall have all the same rights and remedies in respect thereof as Landlord has in respect of the rents herein reserved.

19.4 Waiver of Landlord's Lien. Landlord hereby expressly waives all liens, constitutional, statutory or otherwise, which it may have with regard to Tenant's personal property, trade fixtures, furniture, equipment, stock, goods, merchandise, inventory, and other property placed on the Premises during the term of this Lease.

19.5 Rights Cumulative. The rights and remedies provided and available to Landlord in this Lease are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any other.

ARTICLE XX.

NOTICES

20.1 Any notice required or permitted to be given under this Lease shall be deemed given if delivered personally or sent by (a) United States registered or certified mail, postage prepaid, return receipt requested, or (b) overnight courier service, and addressed as follows:

If to Landlord: ARPIT REALTY, LLC
Attention: Arpit Patel

_____

_____

If to Tenant: ARPIT & HARSH CORPORATION
Attn: Arpit Patel

_____

_____

or to such other address as may be designated by either party by written notice to the other. Except as otherwise provided in this Lease, every notice, demand, request or other communication hereunder shall be deemed to have been given or served upon actual receipt thereof. Accordingly, a notice shall not be effective until actually received. Notwithstanding the foregoing, any notice mailed to the last designated address of any person or party to which a notice may be or is required to be delivered pursuant to this Lease shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the person or party to which the notice is directed or the failure or refusal of such person or party to accept delivery of the notice.

ARTICLE XXI.

MISCELLANEOUS

21.1 "Triple Net" Lease. Landlord and Tenant acknowledge and agree that both parties intend that this Lease shall be and constitute what is generally referred to in the real estate industry as a "triple net" or "absolute net" lease, such that Tenant shall be obligated hereunder to pay all costs and expenses incurred with respect to, and associated with, the Premises and the business operated thereon and therein, including, without limitation, all taxes and assessments, utility charges, insurance costs, maintenance costs and repair, replacement and restoration expenses (all as more particularly herein provided) together with any and all other assessments, charges, costs and expenses of any kind or nature whatsoever related to, or associated with, the Premises and the business operated thereon and therein; provided, however, that Landlord shall nonetheless be obligated to pay any debt service on any mortgage encumbering Landlord's fee simple interest in the Premises, and Landlord's personal income taxes with respect to the rents received by Landlord under this Lease. Except as expressly provided in this Lease, Landlord shall bear no cost or expense of any type or nature with respect to, or associated with, the Premises.

21.2 Estoppel Certificates. At any time and from time to time, Landlord and Tenant shall, at no cost to the non-requesting party, promptly and in no event later than twenty (20) days after a request from either Tenant (or any Leasehold Mortgagee), or Landlord, execute, acknowledge and deliver to the requesting party or any present or proposed mortgagee of the leasehold estate or the fee estate, or any proposed assignee, a certificate in the form set forth on Exhibit B, certifying: (i) that the Lease is in full force and effect and has not been modified (or if modified, setting forth all modifications), or if the Lease is not in full force and effect, the certificate shall so specify the reasons therefore; (ii) the commencement and expiration dates of the Lease Term; (iii) the date to which the rentals have been paid under the Lease and the amount thereof then payable; (iv) whether there are then any existing known defaults by Tenant (or Landlord) in the performance of its obligations under this Lease, and, if there are any such known defaults, specifying the nature and extent thereof; (v) that no notice has been received by Landlord (or Tenant) of any default under this Lease which has not been cured, except as to defaults specified in the certificate; (vi) the

capacity of the person executing such certificate, and that such person is duly authorized to execute the same on behalf of Landlord; (vii) an agreement to provide notice of default to any mortgagee of the leasehold estate (or fee estate) and the same opportunity provided herein (within the same time period) to Landlord or Tenant to cure said default; (viii) the number of options remaining in the term, if any; and (ix) any other information reasonably requested by Tenant or Landlord or its present or proposed assignee or mortgagee. If Landlord or Tenant shall fail or refuse to sign an estoppel certificate in accordance with the provisions of this Section within the time period set forth above following a request by the other party to this Lease, the party failing to respond irrevocably constitutes and appoints the other party as its attorney-in-fact for the sole purpose of executing and delivering the certificate to any such third party.

21.3 Brokerage. Landlord and Tenant hereby represent and warrant to each other that they have not engaged, employed or utilized the services of any business or real estate brokers, salesmen, agents or finders in the initiation, negotiation or consummation of the business and real estate transaction reflected in this Lease. On the basis of such representation and warranty, each party shall and hereby agrees to indemnify and save and hold the other party harmless from and against the payment of any commissions or fees to or claims for commissions or fees by any real estate or business broker, salesman, agent or finder resulting from or arising out of any actions taken or agreements made by them with respect to the business and real estate transaction reflected in this Lease.

21.4 No Partnership or Joint Venture. Landlord shall not, by virtue of this Lease, in any way or for any purpose, be deemed to be a partner of Tenant in the conduct of Tenant's business upon, within or from the Premises or otherwise, or a joint venturer or a member of a joint enterprise with Tenant.

21.5 Entire Agreement. This Lease contains the entire agreement between the parties and, except as otherwise provided herein, can only be changed, modified, amended or terminated by an instrument in writing executed by the parties. It is mutually acknowledged and agreed by Landlord and Tenant that there are no verbal agreements, representations, warranties or other understandings affecting the same; and that Tenant hereby waives, as a material part of the consideration hereof, all claims against Landlord for rescission, damages or any other form of relief by reason of any alleged covenant, warranty, representation, agreement or understanding not contained in this Lease. This Lease shall not be changed, amended or modified except by a written instrument executed by Landlord and Tenant.

21.6 Waiver. No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon Landlord or Tenant unless in writing and executed by Landlord or Tenant, as the case may be. Neither the failure of Landlord or Tenant to insist upon a strict performance of any of the terms, provisions, covenants, agreements and conditions hereof, nor the acceptance of any Rent by Landlord with knowledge of a breach of this Lease by Tenant in the performance of its obligations hereunder, shall be deemed a waiver of any rights or remedies that Landlord or Tenant may have or a waiver of any subsequent breach or default in any of such terms, provisions, covenants, agreements and conditions.

21.7 Time. Time is of the essence in every particular of this Lease, including, without limitation, obligations for the payment of money.

21.8 Costs and Attorneys' Fees. If either party shall bring an action to recover any sum due hereunder, or for any breach hereunder, and shall obtain a judgment or decree in its favor, the court may award to such prevailing party its reasonable costs and reasonable attorneys' fees, specifically including reasonable attorneys' fees incurred in connection with any appeals (whether or not taxable as such by law). Landlord shall also be entitled to recover its reasonable attorneys' fees and costs incurred in any bankruptcy action filed by or against Tenant, including, without limitation, those incurred in seeking relief from the automatic stay, in dealing with the assumption or rejection of this Lease, in any adversary proceeding, and in the preparation and filing of any proof of claim.

21.9 Captions and Headings. The captions and headings in this Lease have been inserted herein only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of, or otherwise affect, the provisions of this Lease.

21.10 Severability. If any provision of this Lease shall be deemed to be invalid, it shall be considered deleted therefrom and shall not invalidate the remaining provisions of this Lease.

21.11 Successors and Assigns. The agreements, terms, provisions, covenants and conditions contained in this Lease shall be binding upon and inure to the benefit of Landlord and Tenant and, to the extent permitted herein, their respective successors and assigns.

21.12 Applicable Law. This Lease shall be governed by, and construed in accordance with, the laws of the State in which the Premises is located.

21.13 Recordation of Memorandum of Lease. At either party's option, a short form memorandum of this Lease, in the form attached hereto as Exhibit C shall be recorded or filed among the appropriate land records of the County in which the Premises is located, and Tenant shall pay the recording costs associated therewith. In the event of a discrepancy between the provisions of this Lease and such short form memorandum thereof, the provisions of this Lease shall prevail.

21.14 Waiver of Jury Trial. TENANT AND LANDLORD HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER OF THEM OR THEIR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT TO LANDLORD'S ACCEPTING THIS LEASE.

21.15 Counterparts. This Lease may be executed in counterparts by the parties hereto and each shall be considered an original, but all such counterparts shall be construed together and constitute one Lease between the parties hereto.

21.16 Not a Security Arrangement. The parties hereto agree and acknowledge that this transaction is not intended as a security arrangement or financing secured by real property, but shall be construed for all purposes as a true operating lease.

21.17 Tenant's Personal Property. During the term of this Lease Tenant may, at Tenant's expense, place or install such furniture, trade fixtures, equipment, machinery, furnishings, face plates of signage and other articles of movable personal property (collectively, "Tenant's Personal Property") on the Premises as may be needed for the conduct of Tenant's business. It is expressly understood that the term Tenant's Personal Property as used herein shall in no event extend to leasehold improvements, fixtures or similar "vanilla shell" items such as light fixtures, HVAC equipment, or other fixtures and equipment, including any canopies, permanently affixed to the Premises.

21.18 Maintenance Records and Contracts. Tenant shall keep and maintain at all times complete and accurate books and records regarding the maintenance and repair of the Premises, and upon the request of Landlord not to be made more than once in any calendar year, Tenant shall furnish to Landlord within thirty (30) days of such request, copies of all maintenance and repair records for the Premises in Tenant's possession for that year, including any maintenance or service contracts.

21.19 Personal Property. During the term of this Lease, Tenant may, at Tenant's expense, place or install such furniture, trade fixtures, equipment, machinery, furnishings, face plates or signage and other articles of movable personal property (collectively, "Tenant's Personal Property") on the Premises as may be needed for the conduct of Tenant's business. It is expressly understood that the term Tenant's Personal Property as used herein shall in no event extend to leasehold improvements, fixtures or similar "vanilla shell" items such as light fixtures, HVAC equipment, or other fixtures and equipment, including any canopies, permanently affixed to the Premises.

Notwithstanding the foregoing, Tenant shall be required to maintain, in good and working condition, subject to normal wear and tear, all of Landlord's equipment and structures currently located at subject leased property, including, but not limited to, the following equipment: the two Gilbarco Fuel Dispenser stations, the two manual fuel dispensers, two five ton heating and air units, the three cooler units and compressors, the thirteen door walking coolers, the four beer cavern walk-in doors and cooler, the key cutting machine Promatic 100, the garland stove with oven, the Pitco fryer, the two eight-foot prep tables, the Lincoln impinger pizza machine oven, the pizza warmer, the four-foot food warmer, the six-foot food warmer, the Scottman icemaker; the two door freezer 8/steel, the two door refrigerator 8/steel, the white refrigerator, the ATM Model # TYAH077937, and the Ruby CI cash register. If any of the aforementioned Landlord equipment or structures shall not be maintained in good and working order by Tenant, then the failure to maintain said equipment or structures shall constitute a breach of this agreement. In additional to default, Tenant shall be liable to Landlord for any replacement costs required to replace Landlord's personal property if the Tenant fails to maintain the Landlord's personal property in good and working condition, subject to normal wear and tear.

21.20 Inventory. Tenant hereby agrees that Tenant shall purchase all the current inventory located at the leased premises as of the date of execution of this Agreement. The amount owed by

Tenant to Landlord for all the inventory shall be determined by a walk-through with Tenant and Landlord with an accounting of all inventory items which shall be attached to this agreement as Exhibit "E" once completed. The cost of all the items shall be calculated at the following rates: all fuel shall be purchased at cost; all alcohol products shall be purchased at Twenty Percent (20%) of retail prices; all tobacco, vape, e-cigs, and nicotine products shall be purchased at Twenty Percent (20%) of retail prices; all consumables shall be purchased at Thirty Percent (30%) of retail prices; and all other items, including non-consumables, shall be purchased at Forty Percent (40%) of retail prices. Tenant and Landlord shall complete a current inventory to determine the final amount owed by Tenant to Landlord under this provisions. The total, along with the inventory report shall be attached to this Agreement as Exhibit "E" and shall be made binding herewith. Tenant shall have Six (6) months to pay to Landlord the amounts owed for Inventory under this provision. Should Tenant not pay to Landlord the full amount hereunder at the end of the Six (6) months given by Landlord to Tenant to pay for all inventory then interest shall accrue on the unpaid balance at a rate of Ten Percent (10%) per annum until the total amount owed for all Inventory is paid in full.

In the event of any default under this Agreement, all inventory and personal property owned by Tenant located on the leased premises at the time of default shall become the sole property of Landlord.

21.21 Landlord's Cooperation. Landlord agrees, upon Tenant's request, but at no cost or expense to Landlord, to provide such information as is reasonably necessary to assist Tenant in procuring any permits or licenses necessary to operate the Premises as a convenience store with gas facilities or any other permitted use hereunder.

21.22 Substitution. There shall be no substitution of the Premises of this Lease. The Premises subject to this Lease is the only property subject to this agreement. If Tenant seeks a substitution of leased Premises not in agreement with Landlord then any nonperformance by Tenant under the terms of this Lease due to the desire of a substitution shall be deemed a default under the terms of this Lease.

21.23 Right of Refusal to Purchase. Tenant shall have the right of first refusal to purchase the Leased premises. Said right shall be limited to Ninety (90) days after the Landlord offers the property for sale to Tenant. If the Tenant does not exercise the right to purchase within the 90 day period then the Tenant's inaction shall be deemed as a refusal and Landlord shall have the right to sell the leased premises to any other prospective purchaser.

21.24 RESERVED.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed on or as of the day and year first above written.

"LANDLORD"

ARPIT REALTY, LLC

By:_____
Name: Arpit Patel
Title: Managing Member

_____
Witness

_____
Notary Public

J ELAN VAUGHN
COMMISSION # W-00578348
NOTARY
PUBLIC
EXPIRES 10-13-2026
CARROLL COUNTY, GEORGIA

"TENANT"

ARPIT & HARSH CORPORATION

By:_____
Name: Arpit Patel
Title: CEO

_____
Witness

_____
Notary Public

J ELAN VAUGHN
COMMISSION # W-00578348
NOTARY
PUBLIC
EXPIRES 10-13-2026
CARROLL COUNTY, GEORGIA

EXHIBIT A
DESCRIPTION OF PROPERTY

Carroll County Map/Parcel No. V03 0120365
Being approximately 2.5 acres, more or less on
Rockmart Road, Villa Rica, GA 30180

ALL THAT TRACT or parcel of land lying and being in Land Lot 195 of the 6th District of Carroll County, Georgia, containing 2.50 acres, more or less, and being the property identified as TRACT 1 on a plat of survey entitled, "Survey for Development Authority of Carroll County," dated November 8, 1988, last revised October 11, 2001, a copy of which is recorded in Plat Book 76, Page 49, in the Office of the Clerk of the Superior Court of Carroll County, Georgia, which plat and the record thereof are by reference incorporated herein. Said property being a portion of that described in that certain Warranty Deed dated May 23, 1989 from Emma Zelma Rabun Reid to Carol S. Matthews and Gary R. Matthews and recorded with the Clerk of the Superior Court of Carroll County, Georgia at Deed Book 629, Page 43.

This Lease Agreement being contingent on the approval and the grant of a Liquor License Application by the City of Villa Rica, Georgia, Community & Development Department.

The City of Villa Rica

Personnel Policies

Effective

~~January 1, 2021~~December 1, 2023

TABLE OF CONTENTS

Statements of Philosophy, Mission and Vision 1

Statement of Our Philosophy 1

Statement of Our Mission and Vision 1

Mission Statement 1

Vision Statement 1

General Information 2

City Government 2

Policy Revisions & Amendments 2

Effective Date of Policies & Procedures 2

Georgia Open Records Act 2

Personnel Policies 3

Code of Conduct 3

Standards of Conduct 4

Equal Employment Opportunity (EEO) Policy 5

Prohibited Conduct 5

Sexual or Other Unlawful Harassment 5

Americans with Disabilities Act Amendments Act (ADAAA) ..... 6~~5~~

Employee Personnel Records and Privacy 6

At-Will Policy 7

Immigration Law Compliance 7

Fraternization Policy 7

Workplace Violence Policy ..... 8~~887~~

Safety Policy ..... 9~~8~~

Appointments 10

Regular Appointments 10

Temporary Appointments 10

Limited Term Appointments 10

Emergency Appointments 10

Interim Appointments and Salary Adjustment Calculation 10

Probationary Period ..... 11~~10~~

Employment of Relatives 11

Promotions and Transfers ..... 12~~111112~~

Promotions 12

Intra-Departmental Transfers 12

Inter-Departmental Transfers 12

Voluntary Transfer ..... 13~~12~~

Demotion (In-Voluntary/Voluntary) ..... 13~~12~~

Re-Employment (Break in Service) 13

Hiring Process 13

Temporary Employees 14

Drug and Alcohol-Free Workplace Policy 15

Policy 15

Prohibited Conduct ~~s~~ ..... 16~~15~~

Prohibited Substances ..... 16~~15~~

When Testing is Required 16

Pre-Employment 16

Random Testing ..... 17~~16~~

Reasonable Suspicion ..... 17~~16~~

Safety Sensitive Positions ..... 17~~16~~

Commercial Motor Vehicle Operators ..... 17~~16~~16~~17~~

Return to Work/Fitness for Duty 17

Positive Test Results ..... 18~~17~~

Employee Assistance ..... 18~~17~~

Confidentiality ..... 18~~17~~

Consumption of Alcohol While Off Duty at City Events ..... 18~~17~~

Tobacco Use and Smoke-Free Policy ..... 19~~18~~

Compensation and Performance ..... 21~~19~~19~~20~~

Work Weeks and Hours of Work ..... 21~~19~~19~~20~~

Overtime ..... 21~~19~~19~~20~~

On Call/Call out Pay ..... 21~~19~~19~~20~~

Meal/Break Periods ..... 22~~20~~

Nursing Mothers ..... 22~~20~~20~~21~~

Attendance Policy ..... 22~~20~~20~~21~~

Compensation Policy ..... 23~~21~~

Performance Reviews ..... 23~~21~~21~~22~~

Merit Pay Increases ..... 24~~21~~21~~22~~

Cost of Living Adjustment ~~s~~ ..... 24~~21~~21~~22~~

Incentive Pay ..... 24~~22~~

Payroll Advance ~~s~~ ..... 24~~22~~22~~23~~

~~Pay advances will not be granted to employees by the City~~ ..... 24~~22~~22~~23~~

Pay Frequency ..... 24~~22~~22~~23~~

Payroll Deductions ..... 24~~22~~22~~23~~

~~Employee~~ Benefits ..... 25~~23~~23~~24~~

Health Insurance Portability and Accountability Act of 1996 (HIPAA) Purpose 23

Scope 23

Definitions 23
Policy Statements 23
Physical Safeguards 24
Technical Safeguards 24
Reporting and Incident Management 24
Training and Awareness 24
Qualifying Life Events 25
Employee Benefits ....27~~252526~~
Wellness Program 25
Group Health, Dental and Vision Insurance ....28~~262627~~
Life Insurance ....28~~262627~~
Supplemental Insurance ....29~~262627~~
Disability Insurance ....29~~262627~~
Deferred Compensation Plan - 457(b) ....29~~272728~~
Retirement ....29~~272728~~
Employee Assistance Program ....29~~272728~~
Discounted Participation Fees and Facility Rentals ....30~~272728~~
Training and Certification ....30~~272728~~
Tuition Reimbursement Program ....30~~282829~~
Eligibility Requirements for Tuition Assistance ....31~~282829~~
Paid Time Off ....33~~303032~~
Paid Holidays ....33~~303032~~
Vacation and Sick Leave ....33~~303032~~
Eligibility ....33~~303032~~
Use of Vacation ....33~~303032~~
Accrual of Vacation ....34~~313133~~

Carry Over of Vacation .....34~~313133~~

Payment for Unused, Accrued Vacation .....34~~313133~~

Use of Sick Leave .....34~~313133~~

Personal Leave .....35~~313134~~

Donation of Leave 32

Eligibility 32

Guidelines 32

~~Donation of Sick/Vacation Time .....32~~

~~Requesting Donated Sick/Vacation Time .....32~~

Jury, Civil, and Voting Leave .....36~~333335~~

Bereavement Leave .....37~~333335~~

Military Leave .....37~~333336~~

Personal Leave of Absence .....38~~343436~~

Worker's Compensation Leave for On-the-Job Injury 34

Family and Medical Leave Act (FMLA) .....39~~363638~~

~~Scope of Policy .....40363638~~

~~Policy .....40363639~~

Procedures 37

~~Procedures .....41373739~~

Progressive Discipline .....44~~38384~~239

Progressive Discipline Steps 39

~~Serious Misconduct .....40~~

Employee Appeal Process 40

Grievance Procedure .....46~~404043~~

Retaliation 41

Review of Complaint 41

Intentional False Claims 41

Separations....48~~424245~~

Types of Separation ....48~~424245~~

Return of City Property ....48~~424245~~

Notice of Resignation ....48~~424245~~

Job References ....48~~424245~~

Reduction in Force....49~~424246~~

Job Abandonment ....50~~434347~~

Dress Code....51~~444448~~

General Expectations ....51~~444448~~

Jewelry, Piercings and Tattoos ....51~~444448~~

Personal Grooming ....52~~454548~~

Casual Fridays ....52~~454549~~

Operating City Vehicles and Equipment ....53~~464650~~

Purpose ....53~~464650~~

Definitions ....53~~464650~~

Applicability ....53~~464650~~

Safety Belt Use and Maintenance....54~~474751~~

Distracted Driving ....54~~474751~~

Business Use Only....54~~474751~~

Take Home Vehicles 47

Disciplinary Action....55~~484852~~

Use of Technology Resources ....56~~485249~~

Purpose and Application....56~~485249~~

Business Use Only....56~~494952~~

Ownership and Access to Technology Resources ....57~~494953~~

General Guidelines for Acceptable Use ....57~~494953~~

Installation and Use of Software....58~~515154~~

Use of Personal Mobile Devices....59~~515155~~

Security Awareness and Training....59~~515155~~

Email Policy: ....61~~535356~~

Clean Desk Policy....62~~545458~~

Social Media Policy....65~~565660~~

Other City Policies....66~~565661~~

~~All other policies in this Handbook apply with equal force to employee use of social media websites. In particular, employees are expected to follow the City's Equal Employment Opportunity policy when participating in social media websites. The City considers behavior that is inappropriate in the workplace to be inappropriate on the Internet as well, meaning that the City's Equal Employment Opportunity Policy concerning discrimination, harassment, and retaliation applies equally to the treatment of employees in the workplace or on the Internet....66~~565661~~

Disciplinary Action....66~~565661~~

Other Employment Policies....68~~575762~~

Employee Privacy Policy....68~~575762~~

Search and Inspection of City Property....68~~575762~~

Confidential Information....68~~575762~~

Duty to Report Criminal Charges/Determinations....68~~575762~~

Criminal Charges....68~~575762~~

Criminal Determinations....69~~585863~~

Political Activity....69~~585863~~

Whistleblower Policy....58

Weapons Policy....59

Inclement Weather and Emergency Circumstances....71~~595964~~

Outside Employment....71~~606065~~

Gifts and Gratuities....72~~606066~~

Bulletin Boards/Solicitation & Distribution....72~~606066~~

Use of City Property....73~~616166~~

Statements of Philosophy, Mission and Vision

Statement of Our Philosophy

We believe Villa Rica deserves quality services delivered in a professional, courteous and efficient manner. We are dedicated to ~~the excellence of services~~provide excellent services to the citizens and businesses in the City.

We recognize that people are our most valuable asset in delivering services to the citizens and businesses in the City and we believe that each employee deserves:

- A challenging, satisfying, positive, and rewarding work environment;
- Respect, recognition, and reward;
- A safe, healthy, discrimination-~~-~~free, and drug-~~-~~free work place; and
- The opportunity to pursue and achieve their personal and career goals.

Statement of Our Mission and Vision

Mission Statement
The City of Villa Rica, with its hometown charm, provides services with integrity, a skilled workforce, economic development opportunities, while ensuring fiscal responsibility in a safe environment.

Vision Statement
The City of Villa Rica, a safe, thriving, and diverse community that seeks to enhance the quality of life, preserve its historic character, while promoting well-planned growth.

General Information

City Government

The City of Villa Rica operates under a council-manager form of government which includes a Mayor, five Council Members, and a City Manager. The City Council provides for the execution of all powers, functions, rights, privileges, duties and immunities of the City and its officers, agencies and employees. The City Council appoints a City Manager who is responsible for proper administration of all the affairs of the City, including the implementation and execution of the Personnel Rules, Regulations, Procedures, and Policies.

Policy Revisions & Amendments

The Director of Human Resources may make revisions to or recommend amendments to these policies, as necessary, in order to maintain legal compliance, operational~~operative~~ effectiveness and desired workplace conditions.~~.~~ Upon doing so, the Director of Human Resources will present the changes to the City Manager. If agreeable, final approval will be made by the City Council.

Effective Date of Policies & Procedures

Policies and Procedures will become effective upon adoption by the City of Villa Rica and will supersede and repeal the old policies. All policies or parts of policies in conflict with these policies are herewith repealed. Employees must sign an acknowledgement form that policy changes and additions have been received and reviewed.

Georgia Open Records Act

As public servants, employee of the City of Villa Rica are subject to the Georgia Open Records Act (Georgia Open Records Act, § 50-18-70, *et seq*). Under this act, all public records are available for inspection and copying unless they are specifically exempted from disclosure under the law. This law outlines the process for how members of the public can request and inspect governmental records.

According to the O.C.G.A § 50-18-70 (b) (2), the term "public record" includes "all documents, papers, letters, maps, books, tapes, photographs, computer based or generation information, data, data fields, or similar material prepared and maintained or received by an agency or by a private person or entity in the performance of a service or function for or on behalf of an agency or when such documents have been transferred to a private person or entity by an agency for storage or future governmental use".

Personnel Policies

Code of Conduct

Since its inception, the City and its employees have been committed to ethical practices, honesty, fair dealing, and full compliance with all the laws affecting the City's activities. This code of conduct is general in nature and is not meant to cover all possible situations. In order to support the mission of the City, employees are committed to the following principles:

1. Quality: Everything we do has our signature on it. Anything worth doing is worth doing right. Services we provide and work we perform should be a source of pride for us and for the citizens of this community.

2. Respect: The City, and each employee, is obliged to treat all people within this organization and throughout the community with the highest respect. In return, the City expects its employees to be treated in the same manner. As a guide, we should strive to treat each citizen, customer, and fellow employee in the same way we would treat a member of our own family under similar circumstances. The use of profanity in the workplace is not allowed and may subject employees to discipline, up to and including termination.

3. Efficiency and Economy: The City strives to provide innovative, high quality services and responsible stewardship of the community's resources to benefit current and future generations.

4. Loyalty: Each City employee has the duty to actively support the goals and mission of the City and to act in accordance with its needs and goals. This commitment to the organization means that we are to act only in the best interest of the community and avoid any perception to the contrary. The interests of the City community and this municipal government can never be served by compromising our principles.

5. Integrity: All City employees have a responsibility to adhere to these basic principles of conduct and to all policies and ordinances of the City in their daily activities on behalf of the community. Citizens observe our actions each day. Even minor mishaps and policy violations can project a negative view in the mind of the public. For example, littering, smoking in restricted areas, and violations of parking ordinances and traffic laws can damage the respect that citizens have for municipal government employees. We are all held to a high standard and must avoid any appearance of violation of the City policies, ordinances, and laws.

6. Principles of Ethical Conduct: Every employee has the obligation to conduct himself/herself according to the highest ethical standards and to comply with these principles of ethical conduct and all policies of the City.

    a. Equipment and property of the City must only be used for purposes that are proper in conducting the work of the City.
    b. All payments for goods or services must be for proper purposes and shall be set forth in documentation supporting the payment.

c. All entries made to the financial records must be true, complete, accurate and consistent with generally accepted accounting principles, with no omissions.

7. Conflict of Interest: Never engage in business with the City government, either directly or indirectly, which is inconsistent with the conscientious performance of your City governmental duties. We are held to a high standard to avoid the appearance of dispensing special favors or privileges to anyone.

Standards of Conduct

Each employee has an obligation to observe and follow the City's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with his/her job performance, the job performance of others, or the orderly and efficient operation of a department or the City's services, corrective disciplinary measures will be taken. All employees also share an obligation to safeguard the integrity of the City's reputation and assure the continuation of ethical business practices.

Disciplinary action may include a verbal counseling, written warning, suspension without pay, and termination from employment. However, the City reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The City will deal with each situation individually and nothing in this Handbook should be construed as a promise of specific treatment in a given situation or any policy that one form of disciplinary action will necessarily precede another.

By way of illustration only, the following misconduct may result in disciplinary action, up to and including termination:

1. Violation of the City's policies set forth in this Handbook or in the City's charter or any City resolution or ordinance;
2. Insubordination;
3. Excessive absenteeism or tardiness;
4. Violation of the City's Drug-Free Workplace Policy, including possession, use or sale of drugs or alcohol during working hours, reporting to work under the influence of drugs or alcohol, or unlawful use of drugs or alcohol;
5. Possession of dangerous instruments on City property, including illegal firearms;
6. Unsatisfactory job performance;
7. Suspicion of theft or dishonesty;
8. Violation of the City's Equal Employment Opportunity Policy or disrespect toward fellow employees, customers, visitors or other members of the public;
9. Violation of the City's Workplace Violence Policy;
10. Gossiping or discussing/disclosing confidential business or personnel matters;
11. Failure to work with a positive attitude;
12. Failure to help and support other employees;
13. Violation of any policies or procedures set forth in this Handbook;
14. Disrespectful or unprofessional conduct;
15. Unauthorized or inappropriate use or disclosure of confidential information or trade secrets;
16. Violating the City's Dress Code Policy, including wearing one's City work uniform while off duty; and
17. Other misconduct as determined by the City;.
17.18. Careless disregard for City property.

These examples are not all-inclusive. The City emphasizes that discipline and termination decisions may be based on an assessment of all relevant factors, including the severity of the infraction and the employee's work record, as determined by the City.

Equal Employment Opportunity (EEO) Policy

The City is committed to maintaining a workplace that is free of inappropriate or unlawful conduct on the basis of race, color, religion, sex, national origin, age, disability, veteran status, genetic information, or other protected status as provided by law. In keeping with this commitment, the City prohibits the unlawful treatment of employees, including harassment, discrimination, and retaliation, by anyone, including any supervisor, coworker, contractor, subcontractor, vendor, or citizen of the City. It is the City's policy to comply with all applicable federal, state, and local laws.

Prohibited Conduct

Discrimination, harassment, retaliation, and/or improper conduct consists of misconduct that includes unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, such as race, color, religion, sex, national origin, age, disability, veteran status, genetic information, or any other protected group status as provided by law. This relates to all aspects of employment, including but not limited to, recruitment, hiring, placement, promotion, demotion, transfer, lay-off, recall, discipline, termination, compensation, and benefits. All such conduct is prohibited.

Sexual or Other Unlawful Harassment

Unlawful harassment can take many forms, and includes conduct based on an individual's sex as well as his or her race, color, religion, national origin, age, disability, veteran status, genetic information, or any other protected group status as provided by law. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on a protected class constitute harassment when (1) submission to the conduct is an explicit or implicit term or condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Inappropriate conduct may include explicit sexual propositions; sexual innuendo; suggestive comments; sexually oriented or protected-status "kidding" or "teasing;" "practical jokes;" jokes about protected-status traits; foul or obscene language or gestures; displays of foul, obscene, or offensive material and protected-status traits; sexually-related or protected-status related emails and text messages; and physical contact, such as patting, pinching, or brushing against another's body.

The City prohibits any type of sexual or other unlawful harassment. Any person who feels that he or she has witnessed or been subject to harassment is obligated to report to supervision and should follow the City's Complaint Procedure set forth in this Handbook.

Americans with Disabilities Act Amendments Act (ADAAA)

It is the City's policy to provide equal employment opportunity to applicants and employees with covered disabilities under the Americans with Disabilities Act (ADA) or other applicable law. This policy applies to all aspects of employment and application for employment. As required by the ADA or other applicable law, the City will provide reasonable accommodations to qualified individuals with a disability in the

workplace unless such accommodations present an undue hardship or if the individual is a direct threat to the health or safety of the individual or others.

A disability is defined as an impairment that substantially limits a major life activity or having a record of such an impairment or being regarded as having such an impairment. A disability has been broadly defined and has been found to include, but are not limited to:

- Alcoholism
- Eating Disorders
- Fragrance sensitivity
- Allergies
- Sleep Disorders
- Personality Disorders
- Epilepsy
- Diabetes
- Cancer
- HIV
- Learning Disabilities

An individual with a disability may request a reasonable accommodation at any time during the application process or during employment. Reasonable accommodations are changes made to the work environment or to the manner or circumstances in which the job customarily is performed that allow an individual with a disability to perform all essential job functions. The City is not required, however, to provide an accommodation if doing so would cause an undue hardship to the City or if the individual is a direct threat to the health or safety of the individual or others in the workplace.

All requests for accommodations will be addressed in connection with an interactive dialogue with the affected individual. To request an accommodation, which may include unpaid leave or modification of your working environment, an individual should complete an Accommodation Request Form and return it to the Human Resources Director. Upon receiving a request for accommodation, the City will seek an interactive process with the individual to clarify his or her needs and identify the appropriate reasonable accommodation. During this process, the City may request reasonable documentation, including medical documentation, of the individual's disability and need for a reasonable accommodation. Failure to provide required medical information or to otherwise participate in a meaningful way in the interactive dialogue process regarding an accommodation request may result in denial of an accommodation. Because of the personal nature of some disability issues, the City will take every reasonable effort to ensure confidentiality during the review process.

Individuals will be notified of the City's decision regarding their request for an accommodation. Any individual believing that a reasonable accommodation has not been provided should follow the City's Complaint Procedure set forth in this Handbook.

Employee Personnel Records and Privacy

A personnel file is maintained for each employees of the City. The official personnel files for all employees are located at City Hall and under the direct supervision of the Human Resources department. Workers Compensation Files, Medical Records, medical information related to ADA or FMLA documents necessary for the administration of employer benefit programs, and any investigatory information will be kept in a separate confidential file. I-9 and Workers Compensation documents are each maintained in

separate files.

At-Will Policy

Employment with the City is voluntary and at-will, meaning that the relationship between the City and all of its employees is subject to termination by the employee or the City at-will is defined as with or without cause, and with or without notice, at any time at the option of the City or the employee. Nothing in these policies shall be interpreted to be in conflict with or to eliminate or modify in any way the employment-at-will status of any employee of the City.

This policy of employment-at-will may not be modified by any officer or employee and shall not be modified in any publication or document. The only exception to this policy is a written employment agreement approved at the discretion of the City Council. This Handbook is not intended to be and shall not be construed as creating a contract of employment of any kind.

Immigration Law Compliance

The City employs only United States citizens and those non-U.S. citizens authorized to work in the United States in compliance with all applicable federal and state laws.

In addition, in accordance with state law, the City utilizes E-Verify to verify the work eligibility of its employees. E-Verify is an Internet-based system operated by Department of Homeland Security in partnership with Social Security Administration that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify works by electronically comparing the information on an employee's Form I-9 with SSA and DHS records to verify the identity and employment eligibility of each newly hired employee.

As mandated by E-Verify and state law, the City displays its E-Verify identification number and registration date on the City's official website, and also displays both the English and Spanish Notices of E-Verify Participation and the Right to Work Posters at City Hall.

Fraternization Policy

The City prohibits dating or romantic relationships between a supervisor and a subordinate employee who reports either directly or indirectly to that supervisor. This prohibition applies to all employees regardless of their marital status. In the event a supervisor and subordinate desire to date or enter into a romantic relationship, the supervisor should immediately notify the Human Resources Director so that the City may take appropriate steps to avoid any adverse impact in the workplace. This may include the transfer, reassignment, or resignation of one (or both) of the employees involved. The City may, at its discretion, also require any participants in a consensual romantic and/or sexual relationship to execute a Consensual Relationship Agreement. The City will address these situations as confidentially and discreetly as possible. When a violation of this policy is determined to have occurred, appropriate disciplinary action, up to and including discharge, will be taken. Please also see the City's policy on Employment of Relatives.

Workplace Violence Policy

The City is committed to providing its employees a safe environment for working and conducting business. In this regard, the City will not tolerate any threats, threatening behavior, acts of violence, or any related disruptive conduct which interferes with or disrupts the City's safe working environment. This prohibition applies to City employees, vendors, customers, and visitors, whether or not the conduct occurs on or off City property.

Threats, threatening behavior, acts of violence, or related disruptive conduct includes conduct against persons or property that is sufficiently severe, offensive, or intimidating that it disturbs, interferes with, or prevents normal work functions or activities. Specific examples of conduct that may be considered "threats, threatening behavior, acts of violence, or any related disruptive conduct" include, but are not limited to, the following:

1. Hitting or shoving an individual;
2. Threatening to harm an individual or his or her family, friends, or associates, or their property;
3. The intentional destruction or threat of destruction of property owned, operated, or controlled by the City;
4. Harassing or threatening individuals through any form of written or electronic communications;
5. Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the City;
6. Harassing surveillance of another City employee and making a credible threat with intent to place the other person in reasonable fear of his or her safety; and
7. Unlawful possession of firearms, weapons, or any other dangerous devices on City Property except as provided for by the Business Security and Employee Privacy Act, which, subject to several exceptions, allows employees who are licensed to carry concealed weapons to store firearms in their personal vehicles while on City property, as long as the firearm is properly concealed in a glove box, trunk, or other enclosed compartment within the vehicle. Firearms, weapons, or any other dangerous devices may not be stored or concealed in City vehicles.

All employees are responsible for refraining from making threats; engaging in threatening behavior, acts of violence, or related disruptive conduct; and for seeking assistance to resolve personal issues that may lead to acts of violence in the workplace. If you feel that you have experienced or witnessed conduct that is prohibited under this policy, you are to follow the City's Complaint Procedure set forth in this Handbook.

Safety Policy

The City of Villa Rica is committed to a strong safety program that protects its staff, its property and the public from accidents. Employees at every level, including management, are responsible and accountable for the City's overall safety initiatives.

All employees are responsible for maintaining a safe working environment. Employees and supervisors will regularly review all safety manuals that are applicable for their job duties and adhere to them at all times. If the job duties require the use of Personal Protective Equipment (PPE), employees will utilize all PPE equipment for the duration of the job duties assigned..

Supervisors will be held accountable for the health and safety of workers under their supervision and are required to report any safety policy violations.

Supervisors are responsible to ensure that machinery and equipment are safe and that workers work in compliance with established safe work practices and procedures. Workers must receive adequate training in their specific work tasks to protect their health and safety.

Employees will be subject to discipline, up to and including termination from employment, for violating this policy.

Appointments

Regular Appointments

Regular appointments to full and part-time positions will occur after the recruitment process has been completed. Regular appointments are for no specified term limit. Full-time appointments require a work commitment of 30 or more hours per week and are eligible for employer sponsored benefits. Part-time appointments will have a work commitment of 29 or fewer hours per week and are not eligible for employer sponsored group benefits, but are eligible for holiday pay. All employees shall serve a 180-day probationary period.

Temporary Appointments

Temporary appointments may be made for special project(s) or other work of a temporary nature. The services to be rendered by an appointee for a temporary period are not to exceed six (6) months in any twelve-month period. The Department Head will consult with the Human Resources Director to assure budgetary compliance. Temporary appointments are subject to the approval of the City Manager. Temporary employees are ineligible for benefits and privileges provided to regular status employees.

Limited Term Appointments

Vacancies created by a leave of absence without pay may be filled by limited term appointment. The normal selection procedures will be followed in order to fill the position under a limited term appointment. A person holding a limited term appointment may be terminated when the person replaced returns to the position. Transfer from limited term to regular appointment may be made if the person being replaced fails to return on the termination of leave. Employees holding limited term appointments shall be eligible for holiday pay only. No other rights or privileges shall be granted to these employees.

Emergency Appointments

When an emergency involving serious impairment of the public business makes it impossible to fill a vacant position through the competitive process, the Department Head subject to the approval of the City Manager, may appoint any qualified person to such a position on a temporary basis in order to continue public business and prevent serious inconvenience to the public. Any such person shall be employed only during such emergency and for a period not to exceed ninety (90) days, during which the normal selection procedures will be followed in order to fill the position under a regular appointment.

Interim Appointments and Salary Adjustment Calculation

Upon appointment to an interim position an employee's pay will be adjusted to the minimum of the pay grade associated with the vacant position or ten percent (10%) added to their current rate of pay, whichever is greater. Salary adjustments for interim appointments are temporary in nature and will be discontinued once the position is filled.

Probationary Period

All new employees hired by the City will serve a probationary period for the first 180 days of employment. This probationary period is intended, primarily, to allow the City and employee to determine whether the

employee is able to adequately perform in the assigned job position and whether the position is a good fit for the employee. This policy also applies to an employee who has been promoted to a higher-level position or transferred to a different position, regardless of pay grade level.

~~At~~ Before the end of the probationary period, an employee's performance will be reviewed, and a decision made regarding his or her continued employment or whether any extended probationary period is needed. If additional time is needed to evaluate an employee in a position, a Department Head may request an extension of the employee's probationary period, which may be allowed upon approval by the City Manager.

Employment of Relatives

It is the City's policy that immediate family of current City employees will not be employed by the City where:

1. One of the parties would have authority or practical power to supervise, appoint, remove; or discipline the other.
2. Where one party would be responsible for auditing the work of the other.
3. One party would handle confidential material that creates improper or inappropriate access to that material by the other.
4. Any other circumstances exist that might lead to potential conflict amoung~~nt~~ the parties or conflict between the interest of one or both parties and the best interest of the City.

This policy applies to promotions, demotions, transfers, reinstatements, and new employees. No employee will be penalized as a result of a departmental reorganization which places him/her in violation of this policy.
~~not to employ relatives by blood or marriage within the same department. If a conflict of this policy occurs because of the marriage of two employees, one employee will be transferred in order to comply with this policy. If a transfer would violate this policy, it may be denied.~~

For purposes of this policy, relatives include an employee's spouse, children, step-children, mother, father, mother-in-law, father-in-law, brothers, and sisters. The definition is extended to any other person who is domiciled in the employee's household and who is otherwise recognized by law as a dependent of the employee.

No person related within the second degree by affinity or consanguinity to the Mayor, any member of the City Council, or any employee appointed by the Mayor or City Council shall be appointed or selected to any office, position, clerkship, or other position of employment or service with the City. This prohibition shall not apply, however, to any person who has been continuously employed by the City for a period of two years prior to the election of the Mayor or Councilperson or appointment of any employee by the Mayor and City Council.

In addition, the City Manager shall not approve the appointment to any supervisor's work group any person who is related within the second degree by affinity or consanguinity to that supervisor, nor shall the appointment of any member of the immediate family of any Department Head be approved unless the City Manager determines it is necessary because of the lack of qualified applicants for such position. No family member of any elected or appointed official of the City shall be hired into a position that violates the above policy for the duration of that elected or appointed official's term of office.

Promotions and Transfers

The City of Villa Rica is committed to employ, in its best judgment, the best qualified candidates for approved positions while engaging in recruitment and selection practices that are in compliance with all applicable employment laws. It is the policy of the City to provide equal employment opportunity to all applicants and employees. ***All transfers, promotions, demotions are subject to a 180 day (six month) probationary period. ~~t~~Transfers, promotions, demotions are subject to~~at~~ the discretion of the City Manager.***

Promotions

Vacancies in higher positions in the City service are filled when possible by promotion from lower classes. No consideration shall be given to political or partisan endorsement for promotions; only merit and fitness for promotion shall be considered.

Intra-Departmental Transfers

The appropriate Department Head may, at any time, transfer an employee in the classified service under his/her jurisdiction from one position to another in the same class in the same department. An intra-departmental transfer of an employee to a position of another class is made only with the approval of the Human Resources Director and only between classes within the same pay range. The Human Resources Director must be notified of such changes in assignment.

Inter-Departmental Transfers

Employees who have completed the six (6) months probationary period in the position they currently hold and are in good standing (without disciplinary action within the last six (6) months),may apply for an inter-departmental transfer to a higher pay grade. Sworn Police may apply for inter-departmental transfers upon completing two years of service in those departments are subject to departmental policies and procedures.

A transfer of an employee from one department to another must have the approval of both Department Heads concerned and the Human Resources Director. The employee will be transferred at a time agreed upon by the two Department Heads; however, the transfer will take place no later than four (4) weeks after the employee is selected to fill the position. When an employee transfers to another department, they may not request to transfer again until they have completed one year of service in that department. Employees who transfer into the Police Department as sworn personnel must complete two years of service in that department before being eligible to request another transfer.

Voluntary Transfer

An employee (in good standing without disciplinary action within the last six (6) months) may be transferred at his/her own request to a vacant position in a lower class, subject to the approval of his/her Department Head, the Department Head of the department in which the vacancy exists, and the Human Resources Director. The Human Resources Director determines whether the employee is qualified to perform the duties and responsibilities of the lower class of positions. An employee who is so transferred to a new, lower pay grade position will be considered as a voluntary demotion.

Demotion (In-Voluntary/Voluntary)

An employee may be reduced to a lower-class position under three (3) conditions:

- poor job performance,
- as disciplinary action, or
- Voluntary request by the employee.

When an employee is demoted his/her pay will be reduced accordingly based on the circumstances of the in-voluntary or voluntary demotion.

Demotions as a result of poor job performance or disciplinary actions will result in the loss of pay (hourly difference) received at the time the promotion. No adjustment will be made based on merit increases received during the period of time the employee served in the promoted position.

Voluntary demotions after a promotion – The employee's salary will be adjusted back to the level previous to the promotion, adjusted for any COLA.

Other Demotions will result in a pay adjustment that brings the employee's pay to the same pay range penetration level in the new pay grade as the penetration level in the previous pay grade

All transfers, promotions, demotions are subject to a 180 day (six month) probationary period.

Re-Employment (Break in Service)

A regular status employee, who separates employment from the City in good standing and is eligible for re-employment, may be re-employed, provided the absence is for a period not to exceed 90 days. Upon re-employment, the employee's ~~leave balance will be zero~~sick leave balance will be reinstated, but vacation leave balance will be zero if the vacation leave was paid out at the time of separation. Persons re-employed after a period of absence greater than 90 days will be treated as newly employed. The date of employment will be counted from the date of rehire.

Hiring Process

~~Text, including background checks, etc..~~ Every reasonable effort will be made to attract qualified applicants for available jobs, to include posting vacant positions on the City website, on online job boards, with local career centers, etc.

The recruitment process begins when a position becomes vacant or when a new position is requested. Human Resources and the Department Head will work together on an accurate job description. Human Resources will post the vacant position in the appropriate places/websites.

All applications must be fully completed, signed and dated by the applicant to be considered. Resumes may be submitted in addition to the application but will not replace it. Any applicant supplying false or misleading information is subject to immediate disqualification or termination, if hired.

Reviewing applications is the responsibility of the Department Head and supervisor for that position. Qualified candidates will be contacted for interviews. The candidate will be interviewed by the Department Head and supervisor. In the absence of either the Department Head or Supervisor, a member of the Human Resources team will attend the interview.

Department Heads and supervisors will contact Human Resources when a candidate has been selected for an offer. Human Resources will offer the position and if accepted the pre-employment process will begin. Applicants must undergo a criminal background check and a driver's history record will be obtained. Applicants may be disqualified from employment due to information contained in these reports. Applicants for positions that are expected to operate a motor vehicle must be at least (18) eighteen years old and will be required to present a valid Georgia State driver's license upon employment with any necessary endorsements. Applicants with poor driving records, as determined by the City, may be disqualified for employment in positions requiring driving, the operation of vehicles or equipment. The City will require the applicant successfully pass a medical drug screening. The offer of employment may be rescinded based on the results of the drug screening.

Temporary Employees

With City Manager ~~Department Head~~ approval, temporary employees may be hired to temporarily replace regular employees on approved leave, when the workload exceeds the ability of the normal staff to accomplish the work on a timely and quality basis, or to temporarily fill a vacancy until a regular employee is hired. Temporary employees are eligible for overtime pay as required by law. Temporary employees do not receive retirement, paid time off, health insurance, holidays, or any other benefits not required by law. A temporary employee is subject to layoff if no other appropriate position is available upon the return of the employee whose position was temporarily being filled.

Drug and Alcohol-Free Workplace Policy

Policy

It is the City's policy to provide a safe, healthy, and secure work environment for all employees. It is also the City's policy to ensure that all employees perform their job duties in a safe, efficient, and productive manner. Finally, it is the City's policy to ensure that its equipment and facilities are maintained and used appropriately so as not to pose a risk of harm. The use of drugs and the misuse of alcohol and other legal, but illicitly used, substances are inconsistent with these policies. Accordingly, to protect the health, safety, and welfare of employees, citizens, and visitors, the City has adopted this Drug and Alcohol-Free Workplace Policy.

Prohibited Conducts

The following conduct is strictly prohibited and constitutes a violation of this policy for which employees may be subject to disciplinary action, up to and including termination of employment:

1. Use, possession, sale, purchase, trade, offer to purchase, sell, or trade drugs, alcohol, or any otherwise legal, but illicitly used, substance on or in City property or at any time while an employee is on duty or performing any work for the City.

2. Hindering, obstructing, or refusing to cooperate or participate in any investigation involving suspected violations of this policy. This includes, but is not limited to, providing false, misleading, or incomplete information in response to any inquiry from a supervisor related to a suspected violation of this policy. It also includes refusing to undergo a lawfully required drug or alcohol test(s).

3. Hindering, delaying, or obstructing a lawfully required drug or alcohol test(s), including but not limited to, tampering with a sample or interfering in any way with the chain of custody.

4. Reporting to work or engaging in any work activity whatsoever on behalf of the City under the influence of drugs, alcohol, or an otherwise legal, but illicitly used, substance.

5. Abusing or misusing prescription drugs or over the counter medication or misusing other products, such as inhaling or sniffing products like adhesives and aerosols. This includes, but is not limited to, the use, possession, sale or solicitation for the purpose of purchase or sale any prescription medication for which the employee lacks a valid prescription. However, nothing in this policy precludes the appropriate use of legally prescribed medications.

Prohibited Substances

For purposes of this policy, the terms “drug” and “alcohol” mean substances listed in O.C.G.A. § 34-9-411. The term “otherwise legal but illicitly used substance” means prescription drugs, over-the-counter drugs, or other products not being used for their intended purposes or in accord with the terms of the prescription by the person to whom the prescription is written and the misuse of other products, such as inhaling or sniffing products like adhesives and aerosols.

When Testing is Required

Pre-Employment

All individuals who are offered employment by the City are required to undergo testing for the presence drugs and alcohol as a condition of employment. The City will test such employees for the presence of alcohol and drugs listed in O.C.G.A. § 34-9-411 using urinalysis or hair samples. If the results of such tests indicate the presence of illegal drugs or alcohol in the applicant, the City may deny employment to the applicant.

Random Testing

Employees holding a safety sensitive position may be subject to unannounced testing for the presence of drugs or alcohol based on random selection and conducted by urinalysis or hair samples. To ensure that the selection process is random, employees covered by this policy will be placed in a common pool and employee names will be drawn from the pool of all names. Refusal to submit to a random drug screening

within 24 hours of notification will result in disciplinary action up to and including termination of employment.

Reasonable Suspicion
The City may require an employee to submit to testing for presence of drugs or alcohol when there is reasonable suspicion to believe the employee is under the influence of drugs, alcohol, or an otherwise legal but illicitly used substance or controlled substance, or when the City is required by law, regulation, or contract. Such testing may be conducted by urinalysis or hair samples. Circumstances that may cause reasonable suspicion may include, but are not limited to:

1. Observed use of drugs or alcohol;
2. Personal observation of the employee's job performance, appearance, behavior, speech, or odor creating reasonable suspicion that the employee has used drugs or alcohol in violation of this policy or is impaired by drugs or alcohol;
3. The observance of drugs, drug paraphernalia, alcohol, or containers indicating the presence of drugs or alcohol in an area where the employee had primary control or access, including but not limited to, desks, lockers, equipment, machines or vehicles;
4. Involvement in accidents, including motor vehicle accidents, or other actions that provide reasonable suspicion to believe the employee may be under the influence of drugs or alcohol; or
5. Facts indicating that the employee diluted, tainted, tampered or interfered with any breath, blood or urine sample, or any test(s) required under this policy, or that the employee attempted to do the same.

Safety Sensitive Positions
For purposes of this policy, safety sensitive positions include, but are not limited to, law enforcement officers, medics, drivers of City vehicles that carry passengers, water and wastewater treatment plants, water distribution, grounds maintenance, building/fleet maintenance, streets, sanitation/solid waste and recreation. Additional positions may be regarded as safety sensitive positions subject to the provisions of the policy in the discretion of the City with or without notice.

Commercial Motor Vehicle Operators
Employees who drive commercial motor vehicles and/or require a commercial driver's license for their jobs with the City may be subject to additional requirements regarding drug and alcohol use and may be subject to testing under additional circumstances.

Return to Work/Fitness for Duty
After an employee has been away from work for an~~in~~ excess of two (2) weeks and has been under a physician's care, the employee may be subject to testing.

Positive Test Results

The first positive drug test for an employee will result in a retest and an appointment with our Employee Assistance Program (EAP) provider will be required. A second positive result within six (6) months, will result in further disciplinary action, up to and including termination.

Employee Assistance

The City will attempt to assist employees who voluntarily report substance abuse problems prior to a

positive test in finding effective treatment. For more detailed information regarding providers of employee assistance, including drug and alcohol abuse, mental health providers, and other persons, entities, or organizations available to assist employees with personal or behavioral problems, any employee may contact the Human Resources Director. The City maintains a resource file of such providers, which will be available upon request to the Human Resources Director.

Confidentiality

All reports of test results for drug and alcohol, searches, or any employee referral, or participation in an assistance program will be treated as confidential. Any unlawful or unauthorized access to or disclosure of such information by an employee is prohibited and may subject the employee to disciplinary action, up to and including termination of employment. The confidentiality of such information shall not apply to any use by or communication to the City Attorney, or where the information is relevant to the City's defense in an administrative or legal action. Such information may also be disclosed to the extent required by any federal, state or local law, statute, ordinance, or regulation.

Consumption of Alcohol While Off Duty at City Events

There may be occasions where alcohol is available at events that are organized or sponsored by the City. Employees who are working at or during these events may not consume alcohol while they are on duty. Employees who are off duty may consume alcohol so long as doing so would not otherwise violate the terms of this policy but must do so responsibly and conduct themselves professionally at all times during the event. Employees who drink excessively and/or act inappropriately may be subject to disciplinary action, up to and including termination from employment.

Tobacco Use and Smoke-Free Policy

The City recognizes that smoking and/or the use of nicotine products (including smokeless tobacco) can adversely affect the health of City employees, their families and those who are subject to secondhand smoke. This policy is intended, therefore, to help create a safe and healthy work environment for all employees and citizens.

It is the policy of the City of Villa Rica to comply with all applicable regulations regarding smoking in the work place and to provide a tobacco and smoke-free work environment within all City owned buildings, facilities and vehicles to promote the well-being of City employees, citizens and those who do business with the City. Smoking and/or the use of nicotine products (including smokeless) is prohibited at all City buildings (inside and outside), at city sponsored events, in City-owned vehicles and equipment, and on all City property including sidewalks, parking lots and parks.

Tobacco use is defined as the use of tobacco leaves that may be smoked (in cigarettes, cigars and pipes), applied to gums (as dipping and chewing tobacco), or inhaled (as snuff). The use of vaporizers is also prohibited.

City Department Heads and supervisors are expected to strictly enforce the no-smoking/no tobacco policy in all City buildings, facilities, vehicles and equipment.

Employees who violate this policy will be subject to disciplinary action, up to and including termination.

The City imposes a surcharge to health insurance premiums for employees who utilize nicotine products.

Compensation and Performance

Work Weeks and Hours of Work

A normal work day and work week for full-time employees generally is considered eight (8) hours per day, five (5) days per week. The work week is defined as running from Sunday through Saturday. Actual work hours during each day, and work days during each week, may vary depending on an employee's job position.

Overtime

The City complies with the requirements of the Fair Labor Standards Act and any applicable local law with respect to wages and hours. Please understand that there may be times when you will need to work overtime. However, all overtime must be approved in advance by your supervisor. Any employee, who works unauthorized hours or overtime, including arriving early or staying late, working through meal or break periods, or working from home, may be subject to disciplinary action, up to and including termination of employment.

Non-exempt hourly employees will be paid overtime at a rate of one and one-half times their regular hourly rate for all hours worked over 40 in a week. Exempt salaried employees do not receive overtime pay. Exempt salaried employees are subject to deductions from their salaries only for lawful reasons.

Section 7(k) of the FLSA provides that employees engaged in fire protection or law enforcement may be paid overtime on a "work period" basis. A "work period" may be from 7 consecutive days to 28 consecutive days in length. For work periods of at least 7 but less than 28 days, overtime pay is required when the number of hours worked exceeds the number of hours that bears the same relationship to 171 (police) as the number of days in the work period bears to 28. For example, ~~fire protection personnel are due overtime under such a plan after 106 hours worked during a 14-day work period, while~~ law enforcement personnel must receive overtime after 86 hours worked during a 14-day work period.

If an employee feels he or she has been subject to an improper salary deduction, has been improperly classified as exempt or non-exempt, or has not been paid overtime for any hours worked over 40 in a week, the employee should notify the City using the Complaint Procedure set forth in this Handbook. In the event it is determined that an improper salary deduction was made or that an employee was not paid any overtime due, the City will reimburse the employee.

On Call/Call out Pay

On call status is a privilege, therefore an employee must be in close proximity to the City in order to arrive quickly and access the situation. When on call the employee is not allowed to drink alcoholic beverages or use any substance that impairs their ability to drive legally or perform their required job duties.

On call pay is paid at the rate of $125.00 per week that an employee is on call, whether they are called out or not. When an emergency occurs and more workers are necessary to mitigate the situation those employees who are called to report will receive one half ($62.50) of the on-call stipend. Hourly employees called out will be paid for hours worked according to the Fair Labor Standards Act (FLSA)

overtime regulations, in addition to the on call stipend.

On-call pay must be entered into the payroll system prior to payroll processing. If the on call stipend pay is entered into the payroll system after payroll is processed, the stipend will be added to the following regularly scheduled payroll cycle.

Meal/Break Periods

Meal and/or break periods are not required by the Fair Labor Standards Act and are not formally designated by the City but may be authorized by a Department Head. Any meal and/or break period may only be taken as approved by the employee's Department Head. Breaks from 0 to 20 minutes in length will be treated as hours worked. However, any breaks longer than 20 minutes or bona fide meal period of 30 minutes or more in which an employee is totally relieved of duties will not count as hours worked. Employees are responsible for clocking in and out, or otherwise accurately recording their time, for such break or meal periods. Employees in public view of customers must leave their work area during a meal period.

Nursing Mothers

It is the policy of the City of Villa Rica to provide reasonable break time for an employee to express milk for her nursing child for one (1) year after the child's birth. Each time such employee has need to express the milk, the City will make reasonable effort to provide a clean place or location, in close proximity to the work area, where the employee can express her milk in privacy.

Attendance Policy

All employees are expected to be present and on time to perform the duties for which they were hired. If an employee is going to be late or absent from work, the employee must notify his or her immediate supervisor at least 30 minutes prior to their starting time. The employee is required to ~~speak with~~ contact his or her supervisor directly, or, if the supervisor is not available, with the Department Head. It is not acceptable for an employee to have another person call for him or her, or for the employee to leave a message or a voicemail with a co-worker.

Excessive absenteeism or tardiness will result in disciplinary action, up to and including termination.
The following guidelines do not apply to pre-approved medical appointments or pre-approved vacation.

Excessive absenteeism or tardiness is generally considered:

- More than one occasion of unexcused absence;
- Three occasions of excused absence or tardiness in a one-month period;
- Six or more occasions of excused absence or tardiness within a six-month period; or
- An unacceptable pattern of absences and/or tardiness over an individual's employment history.

It is important to understand that individual circumstances may dictate that fewer time being tardy or

absences than listed above still may be considered excessive absenteeism or tardiness. An employee's attendance simply is one aspect of job performance and will be considered together with overall performance and attitude.

Employees who are absent for three (3) days without notifying the City, will be assumed to have voluntarily abandoned their employment with the City and will be removed from the payroll.

Compensation Policy

All job classifications and/or positions of employment with the City shall have assigned pay ranges establishing the minimum and maximum levels of compensation employees in such classifications and/or positions generally will receive. Within such pay ranges, employees may be eligible to receive periodic pay increases on the basis of merit.

Performance Reviews

Every employee's job performance is important to the City and is critical to the services we provide to citizens. The City believes more frequent, but less formal feedback is most helpful to employees. Therefore, your supervisor and/or Department Head may provide you with feedback and/or a review of your job performance periodically throughout the year. These reviews may be verbal or in writing.

New employees and employees in new job positions will generally be reviewed before the end of their Probationary Periods. In addition, all employees will receive an annual performance review from their supervisor and/or Department Head, which will be conducted on or around the anniversary date of their employment with the City or date of their last promotion, transfer, or demotion into their current position. Normally, this review will be postponed or delayed beyond an employee's anniversary date or date of promotion, transfer, or demotion into their current position to reflect any period of time greater than 30 days in which an employee was out of work during the prior year. These reviews will be completed on an approved form and provide an assessment of each employee's job performance and progress.

These reviews are intended to provide a basis for better understanding between ~~you~~ the employee and ~~your~~ the supervisor and/or Department Head regarding ~~your~~ the employee's job performance, potential, and development within the City. Please understand, however, that a positive performance review does not guarantee an increase in compensation, a promotion, or continued employment. All compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of the City. A poor performance review, however, could result in the employee being placed back on a probationary period at the discretion of the City Manager.

~~Of course, i~~If employees ever have questions or would like feedback on their job performance, they are encouraged to discuss it openly with their supervisor and/or Department Head.

Merit Pay Increases

~~Text~~ Merit increases shall be based upon quality and quantity of work and upon other performance measures. Due consideration will be given to length of service and will correspond with salary range.

Cost of Living Adjustments

~~Text~~Council may approve a percentage cost of living adjustment for each employee. Such increases would be effective on the first day of the City's fiscal year and contingent on funds available to be budgeted for such increases.

Incentive Pay

At the end of each calendar year the City may pay employees incentive pay. Incentive Pay will be based on how well the health plan has performed over the last fiscal year and is limited to no more than 50% of the increase in Fund Balance to the Self-Funded Insurance Fund in the most recently ended fiscal year, per Council approval.~~.~~ ~~-~~The Incentive Pay will be a minimum of ~~be limited to~~ $500~~300~~ per full-time employee and $250~~150~~ per~~to~~ part-time employees, grossed up for taxes.~~.~~

Payroll Advance~~s~~

Pay advances will not be granted to employees by the City.

Pay Frequency

All employees are paid on a bi-weekly basis. When the pay day is on a holiday, employees normally will be paid on the last working day before the holiday. Upon receipt of your paycheck, each employee shall review it for accuracy. If there is a discrepancy in your paycheck, including any vacation/sick time balances, you must advise your Human Resources~~Department Head~~ immediately. All paychecks will be direct deposited. ~~On pay day, paychecks may be given to the Department Head or his or her designee but will not be given to another person unless authorized in writing.~~

Payroll Deductions

Federal and state laws require the City to make certain deductions from your earnings, including income tax and Federal Insurance Contributions Act (FICA) withholdings. The City may also be required to make deductions from your earnings pursuant to any garnishment proceedings filed against you. No deductions, other than those legally required, will be made from your paycheck without your consent. You may authorize deductions for participation in medical, dental insurance, and other benefits the City offers. If you believe any improper deductions have been made from your paycheck, you should report the matter in writing to the Human Resources Department.

~~Employee~~ Benefits

Note: The information in this Handbook is current when published but the benefits provided may have changed since publication of this Handbook. The benefits below may be added to, terminated or changed by the insurer at any time. Please consult the insurance broker or provider, if you have a question about your benefits or coverage.

Health Insurance ~~Protatbility~~Portability and Accountability Act of 1996 (HIPAA)
~~Text~~
~~1.~~Purpose

This policy establishes guidelines for employees of City of Villa Rica to ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA) and its regulations. The policy outlines the responsibilities of employees regarding the protection and confidentiality of individually identifiable health information.

~~2. **~~**Scope**~~**

This policy applies to all employees, contractors, and agents of City of Villa Rica~~[Company Name]~~ who have access to protected health information (PHI) in any form, including electronic, written, or verbal.

~~3. **~~**Definitions**~~**

~~- **~~Protected Health Information (PHI)~~:**-~~ Individually identifiable health information transmitted or maintained in any form or medium, whether electronically, on paper, or orally.

~~- **~~Covered Entity~~:**~~ -Any organization that electronically transmits, processes, or stores PHI.

~~- **~~Business Associate~~:**~~- An individual or entity contracted by a covered entity to perform services that involve the use or disclosure of PHI.

~~- **~~Workforce Member~~:**~~- Any employee, contractor, or agent of City of Villa Rica ~~[Company Name]~~ who has access to PHI.

~~4. **~~**Policy Statements**~~**

~~4.1 **~~**Confidentiality and Privacy**~~**

~~4.1.1~~ All workforce members must maintain the confidentiality and privacy of PHI and adhere to HIPAA regulations at all times.

~~4.1.2~~ Workforce members should only access PHI when necessary to perform their job responsibilities.

~~4.1.3~~ PHI should never be accessed, used, or disclosed for personal reasons or any other purposes unrelated to job responsibilities.

~~4.1.4~~ Workforce members should not disclose PHI to individuals who are not authorized to access it or who do not have a legitimate need for the information.

~~4.2~~ **Physical Safeguards**

~~4.2.1~~ All physical PHI, including documents, files, and other tangible materials, must be stored securely in locked cabinets or rooms when not in use.

~~4.2.2~~ Workforce members should ensure that workstations and electronic devices are protected with strong passwords and are ~~logged off or~~ locked when unattended.

~~4.2.3~~ When disposing of physical PHI, it must be properly shredded or destroyed to prevent unauthorized access.

Technical Safeguards

Workforce members should adhere to the organization's policies and procedures regarding the use of electronic systems and devices to protect the confidentiality and integrity of PHI.

Electronic systems and devices containing PHI should be password protected and encrypted as required by HIPAA regulations.

Workforce members should regularly update their passwords to all devices and websites that contain PHI and ensure they are not shared with unauthorized individuals.

All electronic PHI should be transmitted securely using encryption methods or other secure means of communication.

Reporting and Incident Management

Any unauthorized access, use, disclosure, or suspected breach of PHI must be immediately reported to the designated HIPAA Privacy Officer (Human Resources) or the appropriate supervisor.

Workforce members must cooperate fully in any investigation or remediation process related to potential HIPAA violations or incidents.

Any employee who violates this policy may be subject to disciplinary action, up to and including termination, as well as legal consequences as outlined by HIPAA regulations.

Training and Awareness

All workforce members will receive appropriate training on HIPAA regulations, this policy, and related procedures.

Training will be provided during the onboarding process and periodically thereafter to ensure continued awareness and compliance.

Workforce members must complete all required HIPAA training and acknowledge their understanding of this policy.

Qualifying Life Events

Outside of the annual open enrollment, eligible employees may be able to change some of their benefit elections if a qualifying life event has happened. Such live events include:

- Marriage
- Divorce or legal separation
- Birth or adoption of an eligible child
- Death of your spouse or covered child
- Change in your spouse's work status that affects his or her benefits
- Change in your work status that affects your benefits
- Change in residence or work site that affects your eligibility for coverage
- Change in your child's eligibility for benefits
- Receiving Qualified Medical Child Support Order (QMCSO)

If you experience one of these qualifying life events, you must notify Human Resources within 30 days of the event if you need to make changes to your benefits.

Employee Benefits

The City may offer certain benefits to its employees and their dependents. Benefits are not offered to spouses of City employees who are employed and offered coverage through their employer. All benefits are accompanied by eligibility requirements which must first be met by the employee and dependents (if applicable) before being eligible for coverage. All provisions for the various benefits and eligibility for same are governed by each benefit plan instrument which may be a plan document or certificate of coverage, or both. All employees will receive information explaining the plans in detail. This information also may be available in Human Resources at City Hall. In general, however, the following summarizes certain benefits the City may offer to employees. Any conflicting provisions contained in the applicable plan documents are controlling over the summaries provided below.

Elected Officials may be eligible for different or additional benefits not available to regular employees, in accordance with the provisions of the applicable benefit policy.

All rights and benefits are determined in accordance with the provisions of the applicable benefit policy, and employee, elected official, and appointed official benefits are effective only if such individuals are eligible for the benefit (including any insurance) and remain covered or insured in accordance with policy terms. Any benefit policy is subject to amendment, suspension, modification, or termination in accordance with any provision thereof or at the discretion of the City without the consent, notice to or concurrence of any person covered or insured thereunder.

Wellness Program

The City of Villa Rica is proud to offer to its ~~employees~~employees' wellness'~~s health related~~ programs; that will allow employees to attain ownership of their physical and health condition. These enhancement programs will allow the employees to become knowledgeable about their health and wellbeing. The programs are designed to educate employees on preventable conditions and diseases. The City of Villa strongly encourages employees to participate in all wellness programs being offered.

The development of creating a healthy workforce expresses the City's values and support of the employees' health. The purpose of the wellness program offered by the City is to:

(a) Increase employee's productivity

(b) Lower absenteeism

(c) Reduce stress

(d) Decrease accidents

(e) Reduce Health Cost

The City of Villa Rica strongly believes wellness programs are an effective way to partner with their employees to encourage healthier lifestyles. These services will continue to be provided based upon the availability of funds and other relevant factors.

Group Health, Dental and Vision Insurance

The City may offer, if economically feasible, medical, dental, and/or vision coverage for eligible employees and their eligible dependents. Medical insurance may be offered for purchase by the employee and may be subsidized by the City at a level approved by the City Council on an annual basis. Employees are eligible to be covered for medical insurance on the first (1st) of the month following thirty (30) days of employment.

Life Insurance

The City may offer, if economically feasible, basic life insurance to eligible employees to help them protect their family in the event of the employee's death. Basic life insurance may be offered for purchase by the employee and may be subsidized by the City at a level approved by the City Council on an annual basis. In addition to the basic life insurance, the City may offer eligible employees the opportunity to purchase supplemental life and accidental death and dismemberment insurance on themselves and dependent life insurance on their eligible dependents. Employees are eligible to be covered for life insurance on the first (1st) of the month following thirty (30) days of employment.

Supplemental Insurance

The City may offer, if economically feasible, supplemental insurance for eligible employees and their eligible dependents. Supplemental insurance coverage may be offered for purchase by the employee and may be subsidized by the City at a level approved by the City Council on an annual basis. Employees are eligible to be covered for supplemental insurance on the first (1st) of the month following thirty (30) days of employment.

Disability Insurance

The City may offer, if economically feasible, Short Term Disability (STD) and/or Long-Term Disability

(LTD) coverage to eligible employees to provide them a portion of their salary when they are unable to work as a result of an off-the-job disability. STD and/or LTD insurance may be offered for purchase by the employee and/or subsidized by the City at a level approved by Council on an annual basis. Employees are eligible to be covered for STD or LTD insurance on the first (1st) of the month following thirty (30) days of employment. Currently the City provides Long Term Disability for eligible employees.

Deferred Compensation Plan - 457(b)

The City may make available a deferred compensation program. The Deferred Compensation Program is a voluntary, tax-deferred program designed to help supplement eligible employees' income at retirement. Through this program, eligible employees may designate an amount to be deducted from their gross salary on a before-tax basis each pay period and placed in an investment account selected by the employee. Currently, the City will contribute one half of the employee's contribution, not to exceed 3% of the employee's salary. Employees are eligible to contribute after successfully completing new hire probationary period of 180 days (six months).

Retirement

The City maintains a pension plan with the Georgia Municipal ~~Assn~~ Employee Benefit System (GMEBS) through Georgia Municipal Association (GMA). The City currently pays for the employees' pension plan at 100%. This is a non-matching plan and the employee is vested after ten (10) years of employment.

Employee Assistance Program

The City of Villa is dedicated to the health and wellbeing of their employees. The City offers an Employee Assistance Program (EAP), ~~through Tanner Medical Center. This service~~ which provides counseling for issues such as personal and family concerns, job stress, alcohol or drug problems, and emotional trauma. This program is confidential and results will not be shared with the City or your supervisor unless you give permission to do so. More information is available in Human Resources. ~~or you can contact Tanner EAP at 770-834-8327.~~

Discounted Participation Fees and Facility Rentals

Effective January 1, 2019, City employees will be eligible for a free recreation facility rental ($300 value) once per calendar year.

~~Educational Assistance~~Training and Certification

The City recognizes that the skills and knowledge of its employees are critical to the success of the organization. —The educational assistance program encourages personal development through formal education so that employees can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable jobs within the City. To maintain eligibility employees must remain in an active pay status and be performing their job satisfactorily through completion of each course. Regular full-time employees are eligible for education assistance.

The City has the sole discretion to determine whether a course relates to an employee's current job duties or a foreseeable-future position. Employees should contact Human Resources for more information or questions about educational assistance.

Employees who wish to attend job-related classes/courses/seminars that are directly related to their current position, are responsible for submitting requests to their Department Head, who will obtain approval from the City Manager. ~~When~~ Once the request is approved, all arrangements, including travel arrangements, will be made by the by ~~Finance~~the requesting department.~~, who will notify the requesting department once arrangements are complete. All training and testing must be approved in advance by the City Manager.~~

The City will pay the cost of courses for all required, job-related training/certification as specified here: (i.e., water or wastewater certification programs)

Course/training/certification	one (1) time
Course/training/certification test	one (1) time
~~Refresher Course for re-test~~	~~one (1) time~~

If an employee fails to acquire certification required for their position within 12 months of position start date, a determination will be made whether the employee should be reassigned or terminated.

While educational assistance is expected to enhance employee performance and professional abilities, the City cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases. *If an employee terminates employment with the City within six months of completing training*, *all expenses incurred will be reimbursed to the City*. Successful completion of training or certifications may result in pay adjustments at the discretion of the City Manager.

Tuition Reimbursement Program

The City of Villa Rica believes strongly in the benefits of education. In an effort to provide incentive and assistance toward continuing education, educational reimbursement is available to career service employees to reimburse a portion of pre-approved expenses for educational courses which directly relates to the employee's present job or a reasonably attainable promotional objective. All courses must be pre-approved.

Eligibility Requirements for Tuition Assistance

1. Only full time (minimum of 30 hours) regular status employees who have successfully completed their probationary period; who are rated as satisfactory or better on their last evaluation; and have completed one (1) year of service are eligible to apply for assistance. Specific mandated training is not included under this program.
2. ~~B.~~ Educational training must be obtained at an accredited educational institution.
3. ~~C.~~ Courses must be taken on the employee's own time.
4. ~~D.~~ Qualifying courses must:
    i. directly relate to duties and responsibilities of the employee's current position or

ii. must enhance the employee's potential for advancement to a position with the City to which the individual has a reasonable expectation of advancing.

iii. approved courses may range from obtaining GED certification to technical courses such as electronics, engineering, computers through Master level studies.

5. Employee eligibility will be determined by the City Manager prior to enrollment in the course. Applications received after the course(s) have begun shall not be considered for educational reimbursement.
6. There will be no duplicate payments for the same course. If the course is reimbursable under any State or Federal Educational benefits (including V.A.) or any other outside agencies, grants (HOPE Grant), etc., the City will provide educational reimbursement only for the cost above those paid by the other outside sources. The employee is required first to apply for any outside benefits for which he/she is eligible.
7. Actual tuition fees, laboratory fees, technology fees, distance learning fees, instructional fees, and work manuals necessary to the course, are reimbursable. Application fees, miscellaneous administrative fees, graduation fees, test and examination fees, evaluation fees, parking fees, activity fees, athletic fees, data cards, student services fees, health fees, food, mileage, lodging, etc. are not subject to reimbursement.
8. Upon successful completion of a course, educational reimbursement will be as follows for tuition and pre-authorized expenses:

~~***Undergraduate Programs***~~	
~~*GRADE*~~	~~*REIMBURSEMENT*~~
~~A~~	~~100 % up to $600.00~~
~~B~~	~~75% up to $450.00~~
~~C~~	~~50% up to $300.00~~
~~Below a C~~	~~No reimbursement~~

~~***Graduate Programs***~~	
~~*GRADE*~~	~~*REIMBURSEMENT*~~
~~A~~	~~100 % up to $1,000.00~~
~~B~~	~~75% up to $750.00~~
~~C~~	~~50% up to $500.00~~
~~Below a C~~	~~No reimbursement~~

Undergraduate Programs

GRADE	REIMBURSEMENT
A	100 % up to $600.00
B	75% up to $450.00
C	50% up to $300.00
Below a C	No reimbursement

Graduate Programs

GRADE	REIMBURSEMENT
A	100 % up to $1,000.00
B	75% up to $750.00
C	50% up to $500.00
Below a C	No reimbursement

9. Any course that is provided on a pass/fail basis only, as approved by the City under this program, will be eligible for 75% educational reimbursement for successful completion of the course.
10. Course books are considered permanent property of the student and are not subject to reimbursement.
11. Reimbursement shall follow the employee's presentation of eligible reimbursement expenses and the employee's grade reports upon receipt to the Human Resources Department. Reimbursement requested more than ninety (90) days after completion of course will not be honored.
12. If an employee terminates employment with the City within two years of completing a program of study or six months from completing a course, all expenses incurred will be reimbursed to the City.

Paid Time Off

Paid Holidays

The City observes the following holidays during the year:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24th
Christmas Day	December 25th

If a holiday falls on a Sunday, it will normally be observed on the following Monday, and if the holiday falls on a Saturday, it will normally be observed on the preceding Friday. An employee who is not on approved paid leave status and who fails to report on his or her scheduled work days before and after the holiday will not be paid for the holiday. Holidays that occur during an employee's approved vacation~~annual~~ or sick leave will not be charged against the employee's annual or sick leave. An exempt employee who is required to work on a designated holiday during the regular work cycle may receive a commensurate day off at a later date. This date must be agreed upon by the Department Head and City Manager and scheduled within three (3) months of the holiday worked.~~ Employees on Military, FMLA and/or Worker's Comp leave shall not received holiday pay.~~

Any hourly employee that work on a designated holiday will be compensated for the holiday and actual hours worked in accordance with the Fair Labor Standards Act (FLSA).

Permanent part-time employees will be eligible for Holiday Pay based on their regular work commitment, provided they are in pay status the day before and the day after the Holiday.

Vacation and Sick Leave

Eligibility

All regular, full-time employees are eligible to accrue vacation and sick leave.

Use of Vacation

Vacation may only be taken with approval. ~~An employee who wishes to take vacation must provide three (3) days advance notice to his or her supervisor by submitting a vacation request; unless the vacation is used for a legitimate, unexpected illness or emergency.~~

The City appreciates as much notice as possible, preferably thirty (30) days, when an employee knows he or she expects to miss work for an extended scheduled absence, such as a planned vacation. When possible, vacation will be allowed in accordance with employee requests, taking operating requirements into

account. Generally speaking, length of employment determines priority when scheduling vacation.

Employees must input vacation leave requests into the payroll system. Approval ~~Requests for vacation leave must be made in writing three (3) days in advance and~~ will be granted at the discretion of your supervisor or department head.

Accrual of Vacation
All regular full-time City employees (including police officers on all shifts) accrue vacation leave credits on the following basis. The accrual rate increases on the employee's anniversary date.

Years of Service	Hours per pay-period	Hours Per Year	Days Per Year
0-6 months			
7-12 months	3.0769	80	10
After 1 Year- 4 years	3.0769	80	10
After 4 years through 9 years	3.69	96	12
After 9 years – 14 years	4.62	120	15
15+ years	6.15	160	20

New employees will not have access to vacation time until they successfully complete their new hire probationary period.

Carry Over of Vacation
In the event that vacation is not used by the end of the next benefit year, employees may carry forward a maximum of 240 hours or thirty days. When the unused vacation reaches 240 hours, additional accruals will stop, until the accrued balance falls below 240 hours.

Payment for Unused, Accrued Vacation
Employees may be paid for unused, accrued vacation upon termination of employment. Employees who are subject to layoff or reduction, who retire, or who otherwise voluntarily terminate their employment may receive unused, accrued vacation if they provide two weeks' notice of their termination and depart on good terms, as determined in the sole discretion of the City.

Use of Sick Leave
Full-time employees will begin to accrue sick leave immediately upon employment. Eligible employees will accrue sick leave at the rate of 12 days per year, one day for every full month of service. In the event that sick leave is not used by the end of the benefit year, employees may carry forward any unused sick leave up to 720 hours or 90 days. Upon termination of employment the employee shall not be paid for any sick leave earned and not taken. Sick leave must be earned prior to being used. Any employee who is out for three (3) consecutive days requires a return to work release from a licensed medical provider.

Paid sick leave can be used in a minimum increment of 30 minutes. Eligible employees may use sick leave for an absence due to their own illness or injury or that of a dependent. A dependent is defined as a family member that resides in the employee's household.

Personal Leave

Employees will be able to convert up to three days or 24 hours of sick leave to personal leave at the end of each year. This leave is designed to allow the employee to attend to personal business without using vacation time. In order to convert sick leave to personal leave the employee must have at least 40 hours remaining after the conversion. Personal leave must be approved by the Department Head in advance. If personal leave is not used by December 31 of the year in which it was converted, it will be forfeited.

Donation of Leave

The City of Villa Rica recognizes that employees may have a family medical emergency or be affected by a major disaster, resulting in a need for additional time off in excess of their available sick/vacation time. To address this need, all eligible employees will be allowed to donated accrued paid sick or vacation hours from their unused balance to their co-workers in need of additional paid time off, in accordance with the policy outlined below. The employee participation is strictly voluntary.

Eligibility

Employees that have successfully completed their probationary period will ~~Employees must be employed with the City of Villa for a minimum of 6 months to~~ be eligible to donate and/or received donated sick/vacation time.

Guidelines

Employees who would like to a make a request to received donated sick/vacation time from their co-workers must have a situation that meets the following criteria:

Medical Emergency, defined as a medical condition of the employee or an immediate family member that will require the prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the exhausted of all paid leave available. An immediate family member is defined as a spouse, child or parent.

Major disaster, defined as a disaster declared by the president under §401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), or as a major disaster or emergency declared by the president pursuant to 5 U.S.C. §6391 for federal government agencies. An employee is considered to be adversely affected by a major disaster if the disaster has caused severe hardship to the employee or to a family member of the employee that requires the employee to be absent from work.

Donation of Sick/Vacation Time

- The donation of sick/vacation time is strictly voluntary.
- The donation of sick/vacation time is on an hourly basis, without regard to the dollar value of the donated or used leave.

- Employees wishing to donate leave must have a minimum of 40 hours of sick/vacation leave in their available balance after the donation.
- Employees who are currently on an approved leave of absence cannot donate sick/vacation time.
- Has not been disciplined for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave.

Requesting Donated Sick/Vacation Time

Employees who would like to request donated sick/vacation time are required to complete a Donation of sick/vacation Time Request Form and submit it to Human Resources.

Requests for donations of sick/vacation time must be approved by Human Resources, the Department Head, and the City Manager.

If the recipient employee has available sick/vacation time in his or her balance, this time will be used prior to any donated sick/vacation time. Donated sick/vacation time may only be used for time off related to the approved request.

Employees who receive donated sick/vacation time may receive no more than 480 hours (12 weeks) within a rolling 12-month period.

Nothing in this policy will be construed to limit or extend the maximum allowable absence under the Family and Medical Leave Act.

~~The city allows employees to donate a portion of their accrued vacation or sick leave to another who has exhausted all accrued leave and compensatory time due to a serious health condition experienced by the employee or their immediate family members. Employees interested in donating leave to another employee should obtain a "Donor Form" from Human Resources. This request must be approved by the City Manager. This program is for exceptional instances only.~~

Jury, Civil, and Voting Leave

An employee shall be given time off without loss of pay when performing jury duty or when subpoenaed to appear before a court, public body, or commission in connection with City business. Employees must provide notice of jury summons or subpoena and should make arrangements with their supervisor as soon as a summons or subpoena is received. Employees are expected to promptly return to work if they are excused from jury duty or appearance for testimony during their regular working hours.

Employees also may be given up to two (2) hours of unpaid leave to vote on the day of an election. However, such leave may only be taken during the hours specified by your Department Head. This provision does not apply to employees whose hours of work begin at least two hours after the polls open or end at least two hours before the polls close.

Bereavement Leave

Upon approval by the Department Head, bereavement leave up to three (3) working days per calendar year typically will be granted with pay for an employee's absence from duty in the event of death in the immediate family, as defined below. Bereavement leave will be granted for the death of any of the following persons: spouse, parent or stepparent, child or stepchild, sibling, grandparent, grandchildren, or

any of the above listed members of the employee's current spouse's family, or any person who is domiciled in the employee's household. Employees who must travel over 200 miles from their home, may be granted and additional two days of bereavement leave. Employees must be scheduled to work during the time they are off for bereavement leave. Any additional approved time off will be taken without pay or may be charged against the employee's available vacation. The City reserves the right to deny any request based on operational and staffing needs and further reserves the right to require an employee to document the death of a family member.

Military Leave

The City will comply with its obligations for those employees who serve in any branch of the United States uniformed military services, including providing any necessary time off, in accordance with federal, state, and local law. Military duty, for the purpose of this policy, includes any ordered military duty in the service of the State of Georgia or the United States of America. This includes schools conducted by the armed forces of the United States.

Regular full-time employees are entitled to 18 days ~~144 hoursdays~~ of leave with pay per federal fiscal year (October to September) while engaged in the performance of military duty including going to and from such duty during normal working hours. The portion of any military leave in excess of 18 days~~144 hoursdays~~ will be unpaid. However, employees may use any available vacation for the absence. If the Governor calls out the unit, full pay can be awarded for a thirty-day period at the City Manager's discretion. Employees do not accrue vacation or sick time during periods of unpaid Military Leave of Absence. Holiday pay is need awarded during periods of unpaid Military Leave of Absence.

Subject to the terms, conditions and limitations of the plan, the service member will be allowed to continue health insurance benefits for the term of the military leave. Employees returning from military duty will be treated as though they were continuously employed for purposes of determining benefits based on length of service, such as job seniority and pension status.

Currently, the Uniformed Services Employment and Reemployment Rights Act (USERRA) provides for unpaid leave and reemployment rights to veterans whose cumulative period of uniformed service does not exceed five (5) years while employed by the same employer; however, employees should contact the Human Resources Director to discuss current leave allotments and application to their individual situation. Employees on such leave will be required to follow any timeliness, notice, and/or reapplication requirements of USERRA or other applicable law with respect to their return to work. In addition, the Family and Medical Leave Act ("FMLA") also contains provisions regarding certain types of military leave. This is addressed in detail in the Family and Medical Leave Policy in this Handbook. If you believe you have been denied leave to which you are entitled, you may file a complaint pursuant to the City's Complaint Procedure set forth in this Handbook.

~~**Medical Leave**~~

~~Once the twelve-week period of FMLA leave is exhausted, and employee is unable to return to work, the employee may request to extend the medical leave for a period not to exceed an additional twelve (12) weeks. The request must be in writing and delivered to the direct supervisor and department head for review. The Department Head will make a recommendation to the City Manager for final decision. The City reserves the right to grant less than the full twelve weeks.~~

Personal Leave of Absence

An employee with one (1) year of employment with the City may be granted a personal leave of absence without pay. Employees may be asked to submit a request for leave in writing. The granting of this type of leave is normally for compelling reasons and is dependent upon the sole discretion and written approval of the City Manager~~Mayor and City Council~~. Such leaves of absence ordinarily may not exceed six (6) consecutive months and may be granted only after unused, accrued vacation is exhausted. The City will make reasonable efforts to return an employee to the same or similar job held prior to the leave of absence, subject to staffing and operational requirements, but there is no guarantee of, and employees have no right to, reinstatement or continued employment during or following leave in the employee's same position or any position at all. The City reserves the right to fill or reassign an employee's position while on leave at any time and without notice. Unless pre-approved in writing by an authorized representative of the City, engaging in other gainful employment during such a personal leave of absence will be considered a voluntary resignation. An employee on leave without pay status shall not accrue vacation or receive holiday pay during that leave.

Worker's Compensation Leave for On-the-Job Injury

All City employees are covered by workers' compensation, an accident insurance program, which provides medical, rehabilitation, and income benefits to employees who are injured on-the-job. All workers' compensation issues are governed by rules and regulations contained in the Georgia Workers' Compensation Act, as well as by procedures established by the workers' compensation Third-Party Administrator.

An employee who sustains an injury ~~on-the-job~~on the job must immediately notify his/her s~~S~~upervisor on the forms prepared and provided by the City no matter how minor the injury may appear to be. A worker may lose the right to receive compensation if an accident is not reported promptly. Any on-the-job injury should be reported to his/her ~~Supervisor~~supervisor within twenty-four (24) hours with notification to the Human Resources Department.

All employees receiving treatment for a work-related injury are subject to post-accident drug screening. If an employee unjustifiably refuses to submit to a drug test following an on-the-job injury, there will be a presumption that the accident and injury were caused by alcohol or drugs; if the presumption is not by other evidence, any claim for workers' compensation benefits will be denied.

If medical attention by a physician is needed, the employee must select a doctor from the Workers' Compensation approved Panel of Physicians. In an emergency, the employee may get temporary medical care from any doctor until the emergency is over, then the employee must get treatment from a doctor on the Panel of Physicians. The employee must, upon request, submit a physician's statement, from a physician who is listed on the Workers' Compensation approved Panel of Physicians, to the effect that the injury will prevent the employee from working in his/her regular capacity. The City shall reserve the right to refuse payment of medical services for any employee examined by a physician not listed on the Workers' Compensation approved Panel of Physicians. The Panel physician may arrange for appropriate consultations, referrals, and other specialized services as the nature of the injury requires. If the employee is dissatisfied with the Panel Physician selected, he or she may request a one time change of physician by providing a written request to Human Resources. Further changes require approval of the City/Third-Party Administrator or the State Board of Workers' Compensation.

If an on-the-job injury necessitates an employee's absence from work, the employee shall receive his/her regular rate of pay for a maximum of seven (7) calendar days. Thereafter, the City's workers' compensation Third-Party Administrator will determine if further compensation is required.

An employee on Workers' Compensation Intermittent Leave, while on Modified Duty and working, shall be paid time-off for physician visits. Modified Duty assignments may be provided for the duration of the temporary period of an employee's impairment as a result of an on-the-job injury. A medical note from the employee's physician must be presented to the Department Head and forwarded to the Human Resources Department. An employee who has been released to work is expected to report to work promptly as assigned and notice must be given to the Human Resources Department as to the ~~return to work~~return-to-work date.

An employee who is unable to work and is on paid Workers' Compensation Continuous Leave shall continue to accrue Annual Leave and holiday compensation while on Leave. A Workers' Compensation Continuous Leave may not exceed six (6) months. If an employee does not return to work, employment may ~~will~~ be terminated.

Workers' Compensation Intermittent or Continuous Leave will not run concurrently with any other leave provided by the City. (e.g., FMLA, Medical Leave of Absence, etc.). Employees are eligible for an initial 90 days of Workers' Compensation Continuous Leave. After the expiration of 90 days of Workers' Compensation Continuous Leave, the employee may seek an extension of the Workers' Compensation Continuous Leave not to exceed an additional 90 days by submitting a written request for an extension to the Human Resources Department detailing the employee's reasons for an extended leave and addressing the employee's projected return-to-work status. The request will then be reviewed by the Human Resources Department and the City Manager~~and~~. T~~t~~he employee will be notified if the extended Workers' Compensation Continuous leave is approved. Upon the expiration of the employee's Workers' Compensation Continuous Leave, the employee may seek any other leave that may be available (FMLA, Medical Leave of Absence, etc.). In no case will Workers' Compensation Continuous Leave exceed 180 days.

Nothing in this Policy should be construed to impede or prohibit and employee's right to seek a reasonable accommodation pursuant to the Americans with Disabilities Act (ADA). The City of Villa Rica is committed to providing reasonable accommodations to employees and applicants for employment in order to assure that qualified individuals with disabilities enjoy full access to equal employment opportunity. The City of Villa Rica shall provide reasonable accommodation for employees and applicants with disabilities, unless such accommodation imposes an undue hardship.

Family and Medical Leave Act (FMLA)

Scope of Policy

The Family and Medical Leave Act of 1993 ("FMLA") provides unpaid, job-protected leave to eligible employees for certain family and medical reasons, without loss of health insurance benefits. The existence of this Policy shall not alter or expand the statutory requirements of the FMLA, and application of this Policy is correspondingly limited to those employers and employees who are protected based on the provisions of the FMLA.

In addition to the information on the Notice following this Policy (identified as Employee Rights and Responsibilities), the following information is provided to explain the employee's rights and obligations when requesting a family or medical leave.

Policy

It is the policy of The City of Villa Rica to provide eligible employees up to twelve (12) weeks of unpaid leave under the FMLA for one or more of the following reasons:

(1) Birth of a child and to care for the newborn child;
(2) Adoption or foster placement of a child with the employee;
(3) To care for the employee's spouse, son, daughter or parent, if that person has a serious health condition;
(4) Serious health condition of employee that prevents the employee from performing the job functions; and
(5) Any qualifying exigency arising from the fact that the employee's family member (the covered military member) is on active duty or has been notified of an impending deployment in support of a contingency operation. Qualifying exigencies are defined as short-notice deployment (seven or less calendar days); military events and related activities; childcare and school activities; financial and legal arrangements; counseling; rest and recuperation (up to five days per instance); post-deployment activities; additional activities where the City and employee agree that the leave is an exigency and agree to both timing and duration of the leave.

The City of Villa Rica will provide eligible employees up to twenty-six (26) weeks of unpaid Military Caregiver Leave under the FMLA to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member. Please note that this leave is available for the care of current service members and covered veterans.

FMLA leave may be taken intermittently or on a reduced leave schedule under certain circumstances. Eligible employees may take FMLA leave on an intermittent or reduced schedule basis when medically necessary due to the serious health condition of a covered family member or the employee or the serious injury or illness of a covered service member. Eligible employees may also take FMLA leave on an intermittent or reduced schedule basis when necessary because of a qualifying exigency. If an employee needs leave intermittently or on a reduced leave schedule for planned medical treatment, then the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the City's operations.

All requests for intermittent or reduced leave schedule for FMLA purposes must be submitted to Human Resources for review.

Once the twelve-week period of FMLA leave is exhausted, and employee is unable to return to work, the employee may request to extend the medical leave for a period(s) not to exceed an additional twelve (12) weeks. The request must be in writing and delivered to ~~the~~ Human Resources~~direct supervisor and department head~~ for review. ~~The Department Head~~Human Resources will make a recommendation to the City Manager for final decision. The City reserves the right to grant less than the full twelve weeks.

Procedures

~~Text~~

Determine Eligibility: Confirm whether you are eligible for FMLA leave. To be eligible, you must have worked for your employer for at least 12 months, have worked at least 1,250 hours during the previous 12 months, and work at a location with at least 50 employees within a 75-mile radius.

Notify Human Resources: Provide Human Resources with appropriate notice as soon as possible, preferably in writing. Inform them that you need to take FMLA leave and specify the reasons for your leave (such as the birth of a child, a serious health condition, or to care for a family member with a serious health condition).

Certification: Human Resources may request certification of your need for FMLA leave. Depending on the situation, this could involve providing medical certification from a healthcare provider to verify the existence of a serious health condition or documentation supporting the need for leave due to qualifying exigencies related to a family member's military service.

Designation Notice: Once Human Resources has received the necessary information and determined that you are eligible for FMLA leave, they will provide you with a written notice designating the leave as FMLA-protected. This notice should include information about your rights and responsibilities during the leave.

Use of Paid Leave: You may choose or your employer may require you to use any accrued paid leave (such as vacation or sick leave) before using unpaid FMLA leave.

Accruals and Benefits during FMLA Leave: The employee, while on FMLA leave, is not entitled to accrue annual leave, sick leave, and holidays during the periods of leave. For the purposes of retirement plans, any period of FMLA leave will be treated as continuous service for the purposes of vesting and eligibility to participate. During any period of leave, the City will maintain any medical insurance provided by the City to the employee for the duration of the paid leave at the level and under the condition's coverage would have been provided if the employee had continued in employment continuously for the duration of such leave. The employee will continue to be responsible for his/her share of the cost. In addition, the employee's dental, vision, life, and disability coverage (if applicable) will continue as long as the employee pays his/her share of the costs in a timely manner.

Leave Duration: FMLA provides eligible employees with up to 12 weeks of unpaid leave within a 12-month period. However, there are some exceptions and additional provisions for certain circumstances, such as military caregiver leave or leave to care for a covered ~~servicemember~~service member.

Job Protection: Under FMLA, your employer must generally restore you to your original position or an equivalent position upon your return from leave. However, there are exceptions for key employees and other limited situations.

~~\Progressive Discipline~~

Progressive Discipline

Progressive Discipline

The Progressive Discipline process is designed to be constructive and corrective and to promote employee success. It gives employees the information necessary to understand what aspect of work performance, attendance and/or behavior is unacceptable, identifies the improvements that are expected, and provides the opportunity for employees to demonstrate the expected improvements. The goal is to

improve performance, attendance, or behavior of employees and to assist employees in taking ownership of their performance, attendance, or behavior. Prior to delivering a progressive discipline, the Human Resources Manager or Director should be consulted.

It is the responsibility of the employee to adhere to the expectations outlined by the supervisor and to adhere to the standards of conduct. It is recommended that employees whose performance or behavior is unsatisfactory, be provided an opportunity to go through the progressive discipline process. However, there are circumstances that warrant immediate termination. In addition, there is no required number of instances that a supervisor must warn or reprimand an employee before termination is warranted.

Progressive Discipline Steps

When an employee's performance or behavior is unsatisfactory, a progressive process is strongly advised. The steps involved in the process may include verbal discussion, written warning, suspension without pay, and termination. It is required that department management document all steps of the corrective discipline process as they occur. Including warnings and ramifications if the unacceptable performance and/or behavior are not corrected.

During each step, department management is advised to state the next step to be taken if the performance does not improve. However, in cases of serious misconduct (please see the section on serious misconduct below); the employee may be immediately terminated or suspended from the work force. All disciplinary material must be part of the official personnel file in Human Resources.

Verbal Disciplinary Action

The initial disciplinary action should be verbal, whenever possible. The discussion should be firm but fair and should ensure that the employee clearly understands the established standards and expectations with respect to the unacceptable performance or behavior. A written record of the date and content of such discussions should be maintained in the appropriate files within the department and a signed copy provided to the Human Resources Department. This document is available on the City's website, under Human Resources.

Written Disciplinary Action

The initial situation indicates a need for stronger action, or if verbal disciplinary action fails to improve the employee's performance, the supervisor may issue a written disciplinary warning. The written warning outlines the undesired behavior, states expectations and lists consequences if issues continue. If necessary, the Human Resources Department is available to assist department management with the composition of the warning document. Copies of the warning document should be maintained in the appropriate departmental file and also a copy forwarded to Human Resources to be placed in the official employee file. The employee has the right to appeal the disciplinary action in certain situations. Please see the Employee Appeal Process for further information. All disciplinary actions with supporting documentation must be part of the official personnel file in Human Resources. This document is available on the City's website, under Human Resources.

Suspension without Pay

~~**Suspension without Pay**~~

Suspension without pay follows a verbal or written disciplinary warning if the desired results have not been accomplished. The length of the suspension should depend upon the facts of each case, (e.g., type and severity of the behavior, previous work record of the employee, and previous disciplinary actions). The suspension should be clearly explained in a written disciplinary warning to the employee and should indicate any possible consequences of further performance, attendance, or behavior issues.

Termination~~Dismissal~~

Termination~~Dismissal~~ is advised when, among other reasons, an employee has engaged in serious misconduct or an employee has not corrected performance and/or behavior. Prior to terminating~~dismissing~~ an employee, department management must review the situation and related information with the Human Resources Department and supply appropriate documentation. The recommendation of termination will be forwarded to the City Manager for final approval.

~~Serious Misconduct~~

~~If serious misconduct is the cause of the termination~~dismissal~~, the employee will be given the reason for the termination~~dismissal~~ and be given a chance to explain his conduct prior to the supervisor making the decision to dismiss him/her. Terminations~~Dismissal actions must be approved by Human Resources and the City Manager.~~

Employee Appeal Process

Any employee demoted, terminated, suspended, or reduced in pay shall have the right to appeal such disciplinary action. Employees currently in a probationary period are not eligible to appeal. ~~The appeal shall be in writing and must be received by the Human Resources Department respective department head within five (5) calendar days following the effective date of the disciplinary action. Upon the decision of a the designated reviewing official department head, the employee may appeal to the City Manager.~~ The appeal shall be in writing and must be received by the Human Resources Department ~~City Manager~~ within (5) working ~~calendar~~ days following the effective date of the disciplinary action.~~from the decision of the department head.~~ Human Resources will respond to the employee with their decision within (7) working days after the date of filing of the employee's appeal. If the employee is not satisfied with the decision from Human Resources, the employee may request a final appeal to the City Manager by submitting a written request to the Human Resources Director within (5) working days of receiving decision from Human Resources. The City Manager will give the employee a written decision on any disciplinary matter within (5) working days of meeting with the appealing employee. Employees requesting an appeal will be on paid administrative leave until the appeal process is complete.~~Upon receipt of a request for appeal to the City Manager or his/her designee shall within ten (10) days of the notice, schedule the interview after consultation with the affected employee~~.

~~Employee Complaint~~Grievance Procedure

All employees should help ensure that the City avoids any form of unlawful or inappropriate conduct. If you feel that you have experienced or witnessed (1) harassment, (2) discrimination, (3) improper denial of a request for accommodation, (4) denial of requested leave under the FMLA, ADA, or otherwise, (5) violation of any policy of the City or policy in this document, or (6) failure to pay overtime or other violation of the FLSA or wage payment laws, or (7) any other unlawful or inappropriate conduct by anyone, including employees, supervisors, coworkers, contractors, subcontractors, vendors, or citizens, you are specifically authorized to by-pass your supervisor and are to immediately notify (preferably in writing and within 24 hours) the Human Resources Director, whose office is located in City Hall. The

address and telephone number for the Human Resources Director is 571 West Bankhead Highway, Villa Rica Georgia 30180, 678-840-1223. If you are not contacted promptly about your complaint or are not satisfied with the response, you are to re-file it with the Human Resources Director and also send notification of your complaint in writing to the City Manager. If you are not comfortable discussing the matter with the Human Resources Director or otherwise do not wish to discuss the matter with the Human Resources Director, you are to file your complaint directly with the City Manager.

Retaliation

The City prohibits unlawful retaliation against anyone who has made a complaint or provides information related to a complaint under this policy. Any employee who feels that he or she has experienced or witnessed retaliation should immediately notify the City by using this Complaint Procedure.

Review of Complaint

The City will undertake an objective and appropriate review of any complaint, and expects all employees to fully cooperate with internal investigations that may be conducted by the City. To the extent practicable and appropriate, the City will keep any complaint and the terms of its resolution confidential. The City will take corrective action as deemed appropriate, including such discipline up to and including termination of employment. The City will undertake corrective action to stop inappropriate conduct before it rises to the level of an unlawful action. You will be notified about the outcome of your complaint. If you have any questions about the status of your complaint at any time, you should contact the Human Resources Director at the above telephone number and address.
Each employee also should be aware that he or she has the right to file a charge of discrimination with the Equal Employment Opportunity Commission (EEOC) or other state agency as provided by law. According to the EEOC, the deadline for filing any such charge runs from the last date of unlawful conduct, not from the date that the complaint is resolved.

Intentional ~~ly~~ False Claims

The City recognizes that intentional or malicious false accusations of misconduct can have a serious effect on innocent men and women. Individuals making such false accusations of misconduct will be disciplined in accordance with the nature and extent of his or her false accusation. The City encourages any employee to raise questions he or she may have regarding misconduct or this Policy with the Human Resources Director.

Separations

Types of Separation

The following identifies the types of separations that may occur from one's employment with the City: voluntary resignation, compulsory resignation, layoff, disability, death, retirement, involuntary termination, reductions in force and job abandonment**.**

Return of City Property

At the time of separation of employment for any reason, employees must promptly return all City property that is in their possession, custody, or control to their Department Head. This policy specifically requires employees to return all City property (including electronically stored information) that employees may have taken outside of the office (e.g., personal residence) or transferred to or stored on non-City computers and other electronic storage devices during the course of their employment.

Employees should clearly understand that, upon termination of their employment, they are without authorization to access or use any such City property, whether through a City computer or non-City computer. Further, for the avoidance of doubt, this policy makes clear that no employee is authorized to access the City's computer systems or networks, including City email services, after termination of employment, unless such post-termination access is expressly authorized in writing by the City Manager.

In the case of a Department Head being terminated, all records, assets and property of the City held by the employee must be submitted to the City Manager.

Notice of Resignation

In order to resign in good standing, an employee must give a two-week written notice to their Department Head. Failure to comply with this policy shall be noted in the employee's personnel record. An employee who resigns in good standing may be eligible for rehire at the discretion of the City.

~~Should you decide to leave your employment with the City, you are asked to provide at least two weeks' advance notice of your resignation. Your thoughtfulness will be appreciated and will be noted favorably should you ever wish to reapply for employment with the City or seek a favorable reference from the City.~~ Additionally, all resigning employees may complete a brief exit interview prior to leaving. ~~Upon termination, you must return the Employee Handbook and all City property to the City.~~

Job References

The City's reference policy is that employees are not to provide any reference regarding a current or former employee's employment with the City. Any request for a reference or employment history of any kind should be directed to the Human Resources Director. For your information, the Human Resources Director or his/her designee's response will be limited to providing dates of employment, position history and salary history. No one other than the Human Resources Director may respond to a job reference inquiry.

Reduction in Force

A lay-off or reduction in force is an involuntary separation of an employee from employment with the City, which has been made necessary due to shortage of funds or work, the elimination of the employee's job position, changes in the duties or organization of the position or department, or for other reasons which are generally outside the employee's control.

When a reduction in force becomes necessary, the City Manager shall confer with other appropriate officials to ensure that the reduction is carried out appropriately and orderly. The following guidelines and procedures shall apply to any reduction in force:

1. The City Manager, upon direction by the ~~Mayor and City~~ Council, will determine the number of positions to be affected in each department.
2. The City Manager will prepare a list of all employee(s) within each department. The list should identify each employee's name along with his or her date of hire with the City, current status (e.g., regular, probationary period, temporary, part-time, full-time, etc.), job title, and exempt/non-exempt status.
3. The City Manager will provide each department's list to the appropriate Department Head with instructions to select the required number of employees for layoff or reduction. Each Department Head will then review the list and any other information he or she deems relevant and identify the required number of employees for layoff or reduction. Such layoff or reduction decisions may be based on any and all factors deemed relevant to the Department Head, and may include, but are not limited to, the following: consideration of the value of employees to the City in terms of meeting operating requirements, the qualifications and performance of individuals, performance appraisal history, job criticality, any information contained in each employee's personnel file, information and/or recommendations received from the City Manager or other sources, and length of employment with the City.
4. Each Department Head will meet with the City Manager and provide him or her with the names of the employees selected for layoff and reduction and the reasons for their selection. The City Manager will review and evaluate the Department Head's selections and reasons. The City Manager may accept, reject, or modify the selections recommended by the Department Head. All selections must be approved by the City Manager in order for the layoff or reduction to occur. The City Manager's decision may be based on any and all factors deemed relevant to the City Manager, including all of the factors set forth above regarding the Department Head's decision.
5. Generally, non-regular status employees within a particular classification, and those in emergency and temporary positions, should be the first to be separated, unless circumstances require otherwise.
6. If a regular status employee is scheduled to be separated and there is a vacancy in a lower classification, the employee will have the opportunity to apply for the vacancy and be considered to demote into the lower classification if he or she is qualified to fill the position and is otherwise in good standing with the City. The determination of qualifications and good standing shall be made by the City Manager.

The ~~Mayor and City~~ Council retain final authority over all reallocations, reorganizations, and reductions in force or other changes in human resource matters within the City. Any lay-off or reduction in force shall be conducted in accordance with applicable federal and state law.

Job Abandonment

After it has been determined by the hiring manager that an employee has abandoned his/her position (has not shown up or communicated with the department for three consecutive scheduled workdays) the supervisor should move to terminate employment. The hiring manager should work with Human Resources to conduct the following procedures (these procedures should be followed within 24 hours of determining an employee has abandoned his job).

Contact Human Resources to draft a termination letter to the employee and to discuss other steps that need to be taken in the termination process (i.e. return of equipment, etc.).

Dress Code

General Expectations

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times. Our professional image is an important aspect of our organization. Whether or not your job responsibilities place you in direct contact with City officials, state officials, legislators, or the public, you represent the City with your appearance as well as your actions.

Generally, the City has a business casual dress code, and employees are expected to wear business casual attire to work at all times. Clothing must fit well, be clean and properly pressed, and undergarments should remain covered.

Business casual dress is defined as follows:

- **Shirts**: All shirts with collars, business casual crewneck or V-neck shirts, blouses, sweaters and collared shirts bearing the City's logo are acceptable. Examples of inappropriate shirts include T-shirts, shirts with inappropriate slogans, tank tops, crop tops or any other tops that reveal undergarments or midriff.
- **Pants/skirts/dresses**: Casual slacks and trousers without holes, frays, etc. Skirts and dresses that come below the knee. Examples of inappropriate items include leggings or jeggings(except when worn under skirts or dresses), miniskirts, shorts, pants worn below the waist or hip line, and any other bottoms that reveal undergarments.
- **Footwear**: Casual slip-on or tie shoes, dress sandals, and clean athletic shoes. Examples of inappropriate footwear include flip-flops~~ and construction or hunting boots~~.

Some employees may be required to wear a uniform for their job. Uniformed employees must wear the designated uniform when reporting for work and shall ensure that it fits well, is neat, clean, and properly pressed. Under no conditions will a part of the official designated uniform be intermixed with other clothing.

Employees may not wear City work uniforms while not on duty. Doing so may incorrectly create the appearance that an employee is on duty and representing the City during their off-duty hours.

Jewelry, Piercings and Tattoos

Professional appearance can also be affected by jewelry, piercings, tattoos, and the like. Jewelry (including ear piercings) is permissible if kept to a minimum. Jewelry and tattoos should not be a source of ~~distraction, and~~distraction and should not impair job performance or safety. Facial ~~and neck~~ tattoos are not permissible.~~, other facial or visible body piercings are also prohibited.~~

Exceptions: Law enforcement personnel may have separate guidelines due to the natue of their duties but should still adhere to professionalism and safety standards.

Note: Law enforcement may have distinct policies considering their specific roles and public-facing nature. Consult the law enforcement department's guidelines for their specific regulations on jewelry, ~~piercings~~piercings, and tattoos.

Any employee who contends that this policy interferes with his/her sincerely held religious beliefs should contact Human Resources to inquire into whether he/she may be eligible for an exemption.~~.~~

Personal Grooming

Professional appearance also includes an emphasis on standards of personal hygiene and good grooming. No staff member shall have an odor generally offensive to others when reporting to work. An offensive body odor may result from lack of good hygiene, from an excessive application of fragrance or from some other cause. Remember that some employees are allergic to the chemicals in perfumes and makeup, so wear these substances with restraint.

Casual Fridays

Unless otherwise directed by the City Manager, employees may wear casual attire on Fridays. This policy does not apply to employees who are required to wear designated uniforms, unless the City Manager authorizes otherwise for "Special Occasions." Acceptable attire for casual Fridays includes: jeans, sneakers, City logo sweatshirts or collared shirts, non-graphic and non-offensive tee shirts, shirts, dresses, skirts, mid-calf Capri's and office-appropriate sandals. All clothing worn on Fridays must fit well, be clean, and properly pressed.

~~**Inappropriate Dress**~~

~~The following clothing items are not appropriate at any time: shorts for office personnel, halters, tank tops, mini dresses, spaghetti strap tops, leggings or jeggings(except when worn under skirts or dresses), jeans/khakis with holes, overalls, jogging suits, low neckline front or back, sheer clothing, clothing that is too tight or too short (hemlines should be below the knee), flip flops and slippers, Crocs of any kind or clothing/hats that have inappropriate words, pictures, scenes, etc., that would be disruptive to the work environment. Jeans of any kind are not appropriate at any time other than Casual Fridays.~~

~~All decisions about whether an employee is appropriately dressed for work shall be made by the City in its sole discretion. Employees who are considered to be not dressed appropriately may be required to leave work to change into the appropriate attire. Employees will not be compensated for the time they are away from work to change clothes.~~

Operating City Vehicles and Equipment

Purpose

The City strives to provide a safe working environment and to protect its employees from job-related injuries and illnesses. The intent of this policy is to guide employees in the required use of safety belts and the expected use of telecommunication devices. It is the goal of the City to eliminate driver distractions by its employees due to talking or texting on a telecommunication device while operating a vehicle during the commission of their official duties. In addition to this Safe Driving Policy, all employees covered by this policy are expected to know and to abide by the Georgia Uniform Rules of the Road, found in O.C.G.A. §§ 40-6-1 through 40-6-397. Tobacco use and the use of vaporizers are prohibited in City vehicles or equipment.

Definitions

Vehicle – Every motor vehicle, including, but not limited to, pickup trucks, vans, and sport utility vehicles, designed to carry ten passengers or fewer and used for the transportation of persons.

Motorized Equipment – City equipment such as lawn mowers, tractors, spreaders, street sweepers, back hoes, construction equipment and other outdoors wheeled equipment operated by City employees.

Telecommunication Device – Any device capable of sending and/or receiving voice, text, photographic, video, or other communication wirelessly via analog, digital, or any other technology that may be carried on or about a person. Examples include cellular telephone, text messaging device, personal digital assistant, standalone computer, or any other similar wireless device that can be used to initiate or receive a wireless communication.

Driving – Operating a motor vehicle or equipment on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. It does not include being in a vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to park.

Text Messaging – Reading from or entering data into any handheld or other telecommunication device, including for the purpose of short message service texting, emailing, instant messaging, or engaging in any other form of electronic data retrieval or electronic data communication.

Applicability

This policy applies to all employees who operate or drive City-owned vehicles and equipment and to employees who drive privately-owned or rented vehicles during work time or while otherwise conducting City business. However, the portions of this policy relevant to the use of a telecommunication device do not apply to the following employees or situations:

A. Reporting a traffic accident, medical emergency, fire, serious road hazard, or a situation in which the employee believes a person's health or safety is in immediate jeopardy;
B. Reporting the perpetration or potential perpetration of a crime;
C. A public utility employee or contractor acting within the scope of his or her employment

when responding to a public utility emergency;

D. Engaging in wireless communication while a motor vehicle is off the roadway where it is safe and legal to park; and
E. Using a City-issued two-way radio device (e.g., 800 MHz radio) for time-sensitive communications or a GPS navigation device provided that all due care is taken to ensure the safe operation of the vehicle.
F. Engaging in wireless communication with a "hands-free" device.

Safety Belt Use and Maintenance

A. All employees and passengers are required to wear a properly adjusted and fastened safety belt;
B. All mowing, grading, and similar equipment which has the capability to exceed 15 mph during travel shall be equipped with a roll over protection device and safety belts that must be worn by the operator at all times;
C. No employee may allow another person to ride as a passenger on a trailer or in the bed of a pickup truck or any other towed equipment; and
D. It is the responsibility of the driver and the supervisor to ensure that safety belts are maintained in good working condition by ensuring that: (a) safety belts are inspected regularly; (b) safety belts are visible and readily accessible for use in vehicles and on equipment; and (c) safety belts are regularly cleaned and are operational at all times.

Distracted Driving

Employees must exercise due care in operating a motor vehicle and/or motorized equipment and shall not engage in any actions that distract employees from the safe operation of vehicles and equipment.

A. Except for the exclusions noted above, use of telecommunication devices is prohibited while driving. No employee shall operate a motor vehicle or motorized equipment for work purposes on any public road, public property, street, or highway while using a telecommunication device to talk, write, send, or read any text-based communication, including, but not limited to, a text message, instant message, or electronic mail.
B. In the event that a phone call must be made or a text message must be sent or received, an employee must find a location off the roadway where it is safe and legal to park to use the device.

Business Use Only

City vehicles are to be used for purposes of conducting City business only and may not be used for any personal reason, including driving to or from lunch or any other location when not required for City business. Exceptions include positions that are permanently assigned take-home vehicles. Employees granted permission to take a City vehicle home on a daily basis must live within 30 miles of the City limits.

Take Home Vehicles

The City Manager shall make the determination on whether an employee satisfies the requirements to be authorized for take-home use of a City-owned vehicle. The employee must possess a valid Georgia driver's license, maintain a safe driving history, and meet the following requirements: The employee is:

- Subject to frequent after-hours emergency callback, unscheduled work, or temporary seasonal assignment; and
  ~~Such callback arrangements are to locations other than the employee's normal duty station; and~~
- Such callback arrangements involve the first response to a real or present threat to life or property requiring an immediate response; and
- A specialized vehicle, tools, or equipment are required for the performance of these duties; and
- An unacceptable delay in the response would result from the employee's return to the normal duty station to retrieve the needed equipment.
- The employee's residence is within a 30 miles radius from Villa Rica city limits.

All take home vehicle assignments must be reviewed and evaluated by the Department Heads with the City Manager annually.

No personal use of take-home vehicles is permitted. For the purposes of this policy, the daily commute to and from the employee's work location and normal meal periods within on-duty hours are considered official use.

Disciplinary Action

The City takes the obligations described in this policy seriously. Failure to comply with this policy may result in driving privileges being revoked, which may prohibit an employee from fulfilling the duties and responsibilities of his or her position, and/or disciplinary action up to and including termination.

~~Use of Technology Resources~~

~~Purpose and Application~~

Use of Technology Resources

Purpose and Application

The City provides a variety of technology resources to its employees for purposes of its business operations and to help employees perform their jobs. While these technology resources are often necessary and helpful tools, they also pose risks and must be used with common sense and good judgment. As such, the City has developed this policy to establish guidelines for the use of its technology resources. For purposes of this policy, the City uses the term "technology resources" to refer generally to all of the City's network and electronic resources, such as computers, laptops, tablets, software, networks, email systems, telephones and mobile phones, voicemail systems, fax machines, Internet access, etc.

Business Use Only

The use of the City's technology resources is for City business and is to be used for authorized purposes only. The City's technology resources are established, maintained, and provided by the City for employees to use for the performance of their job duties and the furtherance of the City's business. As such, use of the City's technology resources should be limited to business use only.

The City recognizes, however, that some personal use by employees of its technology resources may be necessary at times. As such, employees may use the City's technology resources for personal reasons, provided that such personal use is minimal, reasonable, and does not interfere with the performance of one's job duties. The City has sole discretion to determine what constitutes reasonable personal use and whether personal use is interfering with the performance of one's job duties.

Ownership and Access to Technology Resources

All of the City's technology resources, as well as all data and files stored on or transmitted using the City's technology resources, are the property of the City. This means that the City owns all data and files stored on or transmitted using any of the City's technology resources, such as computers, network servers, or email servers. As such, the City retains the right to access, monitor, and inspect its technology resources and any of the data and files therein or transmitted thereon, at any time. This applies even with respect to data or information transmitted or received using any of the City's technology resources, such as its networks or Internet connection, even if such is done using an employee's personal device, such as a personal mobile phone, smartphone, or computer.

Employees should not have an expectation of privacy in anything they create, store, send, or receive on any of the City's technology resources, such as its data networks or Internet connection). In this regard, employees are specifically advised that passwords on City devices are designed to give employees access to all or part of the City's technology resources; they are not designed to guarantee employee privacy or security in any data or file created, stored, sent, or received on any of the City's technology resources. Employees may not change passwords without prior express permission. Upon termination of employment, employees must return all passwords to the City.

General Guidelines for Acceptable Use

Employees are expected to access and use the City's technology resources in a professional manner and in compliance with this and all other City policies. Therefore, employees are prohibited from engaging in any unauthorized, prohibited, or inappropriate conduct using the City's technology resources including, but not limited to, the activities described below. This list is not intended to be an exhaustive description of all conduct that may be inappropriate or violate this policy, but is illustrative of the type of prohibited conduct for which employees may have their privileges of use and access to the City's technology resources revoked and be subjected to disciplinary action:

- Accessing any technology resources, including networks, servers, drives, folders, or files, to which the employee has not been granted access or authorization or in a manner that exceeds such employee's access or authorization (accessing any other person's computer, voicemail, files, or data without approval);
- Making unauthorized copies of the City files or other data;
- Using any of the City's files or other data for an unauthorized purpose, even if the employee was otherwise authorized to access such files or data;
- Revealing, publicizing, or otherwise disclosing any confidential information belonging to the City without authorization;
- Destroying, deleting, erasing, or concealing City files or other data, or otherwise making such files or data unavailable or inaccessible to the City or to other authorized users of the City's technology resources;
- Violating any law, regulation, or order of the United States or any state, county, City, local government, or jurisdiction in any way;
- Violating the terms of any user agreement, license agreement, or other type of contractual agreement of any software program, application, website, or other product or service;
- Illegally downloading, copying, transmitting, viewing, or accessing any material protected under copyright law or make such material available to others;
- Engaging in any other unlawful or malicious activities;
- Intentionally propagating any virus, worm, Trojan horse, trap-door program code, or other code or file designed to disrupt, disable, impair, or otherwise harm either The City's technology resources or those of any other individual or entity;
- Defeating or attempting to defeat security restrictions on any of the City's technology resources;
- Viewing or transmitting any material, or engaging in any conduct, that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, violates the City's Equal Employment Opportunity Policy or other policies set forth in this Handbook, or that is otherwise unlawful or inappropriate. The City has sole discretion to determine what constitutes inappropriate use or material under this policy. If you unsure whether any use or material would be considered inappropriate, you should seek clarification from your supervisor before accessing or distributing such material. If you are in any doubt, do not access or distribute the material;
- Using abusive, profane, threatening, discriminatory, harassing, offensive, otherwise objectionable language in either public or private messages;
- Sending, receiving, downloading, uploading, or otherwise accessing or viewing any pornographic materials;
- Causing congestion, disruption, disablement, alteration, or impairment of the City's technology resources;
- Installing any software without written authorization from the City Manager; and
- Using any City technology resource for personal financial or political gain unrelated to one's employment with the City.

Installation and Use of Software

Employees, other than those employees and/or contractors responsible for Information Technology for the City, may not download or install any software, application, program, or update onto any City computer or technology resource without prior written authorization from the City Manager.

Employees may not run any software on any City computer or technology resource that is not properly purchased, licensed, and installed by those employees and/or contractors responsible for Information Technology for the City.

Employees may not share their credentials for accessing the City's technology resources or that of its vendors, including logging on and running any software, with others and may not use anyone's credentials other than their own for such purposes without the express written permission of the City Manager.

All of the City's policies, including, but not limited to, its policy on Equal Employment Opportunity, apply to the use of the City's technology resources. If any employee feels that he or she has witnessed or been the subject of any conduct in violation of this policy, the employee should utilize the Complaint Procedure set forth in this Handbook.

Use of Personal Mobile Devices

Employees may bring personal mobile devices to work, such as personal cell phones, smart phones, and tablets. However, these personal mobile devices may not be used to perform any City business or work-related activities and may not be used to access the City's data or networks, unless authorized in advance and configured by those employees and/or contractors responsible for Information Technology for the City. Employees should not have an expectation of privacy in anything they create or store on, send, or receive on their personal mobile device if such material was in any way transmitted using the City's technology resources, including its data networks or Internet connection. The above provisions of this policy regarding the City's right to inspect and monitor devices apply with respect to such material.

Although employees are permitted to bring personal mobile devices to work, they are at all times expected to devote their entire time and attention to performing their job duties for the City without distraction by their personal mobile devices. Therefore, employees may not use personal mobile devices during work hours except for emergency reasons only. Employees may, however, use personal mobile devices during non-work hours, such as during an approved break or meal period, provided that such use is outside the view of public who may be at City offices and not used in violation of any policies in this Handbook, including the City's Technology Resources Policy. In addition, employees must keep their personal mobile devices on "vibrate" or "silent" mode at all times while at work.

Security Awareness and Training

Security concerns change constantly. There are new viruses and malware and hacker attempts to gain access to data happening all the time. It is a good idea for organizations to make sure employees

understand the reason for security of the organization's data and keep them trained on new procedures to ensure data is always secure.

Many employees know that there is a need for security of City data. Many of them will find that this is the responsibility of the information technology department and that they have no role to play. Because data is only as secure as the weakest link, it is important that all employees understand things they can do to keep data secure.

Employee Involvement~~Employee Involvement~~

Employees can do small things to keep data safe and secure for the City of Villa. The following list shows some of the ways employees can be involved:

- Be mindful of workstation – when an employee leaves a workstation, they should lock the screen if they will be returning or log off if they are finished for the day
- Collect documents – when an employee sends documents to a printer, the documents should be retrieved as soon as possible.
- Protect passwords – employees should keep passwords safe. Passwords should be easy to remember so they need not be written down, but difficult enough so others cannot guess them. A passphrase might be better here than a combination of random numbers and letters. Also passwords should not be shared with other employees.
- Watch for suspicious activity – if an employee sees that the door to the data center has been left open, that employee should notify someone in IT. Sometimes alerting someone to an issue is the best way to help out.

Training

The City of Villa Rica will provide training in security matters to employees to help empower them to be mindful of the need for security in all aspects of the organization. Because security can be both simple and complex, the employees of the City of Villa Rica should be provided training in the following areas:

- Password selection – choosing a password or phrase that they can remember and not sharing passwords
- Workstation mindfulness – keeping workstations locked while away and logged off when not in use
- Importance of updates – learning the importance of updates to their computer: application updates, virus and malware definition updates, and others that are important to reduce issues on their workstations. This training will also be helpful for employees on their home computers. Tying in this fact can bring the employee more awareness of how security and updating are important.

- Watchful eye – in conjunction with other trainings, helping employees understand that keeping a watchful eye for suspicious activity is beneficial as well.

Involvement is the best way to help employees understand the need to keep the City of Villa Rica's data secure. Explaining that the organization does fight viruses and apply updates might not be enough to indicate the importance of these activities and will not allow the employees to be involved in the security process as much as they should be involved.

Compliance Measurement

The IT department will verify compliance to this policy through various methods, including but not limited to, periodic walk-thrus, video monitoring, business tool reports, internal and external audits, and feedback to the policy owner.

Exceptions

Any exception to the policy must be approved by IT in advance.

Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

Email Policy:

All use of email must be consistent with the City of Villa Rica policies and procedures of ethical conduct, safety, compliance with applicable laws and proper business practices.

- A City of Villa Rica email account should be used primarily for City of Villa Rica business-related purposes; personal communication is permitted on a limited basis, but non-City of Villa Rica related commercial uses are prohibited.
- All City of Villa Rica data contained within an email message or an attachment must be secured according to the Data Protection Standard.
- Email should be retained only if it qualifies as a City of Villa Rica business record. Email is a City of Villa Rica business record if there exists a legitimate and ongoing business reason to preserve the information contained in the email.
- Email that is identified as a City of Villa Rica business record shall be retained according to the City of Villa Rica Record Retention Schedule (kept via email archive and various backup methods).
- The City of Villa Rica email system shall not to be used for the creation or distribution of any disruptive or offensive messages, including offensive comments about race, gender, hair color, disabilities, age, sexual orientation, pornography, religious beliefs and practice, political beliefs, or national origin. Employees who receive any emails with this content from any City of Villa Rica employee should report the matter to their supervisor immediately.

- Users are prohibited from automatically forwarding City of Villa Rica email to a third party email system (noted in 4.8 below). Individual messages which are forwarded by the user must not contain City of Villa Rica confidential or above information.
- Users are prohibited from using third-party email systems and storage servers such as Google, Yahoo, and MSN Hotmail etc. to conduct City of Villa Rica business, to create or memorialize any binding transactions, or to store or retain email on behalf of the City of Villa Rica. Such communications and transactions should be conducted through proper channels using City of Villa Rica-approved documentation.
- Using a reasonable amount of City of Villa Rica resources for personal emails is acceptable, but non-work related email shall be saved in a separate folder from work related email. Sending chain letters or joke emails from a City of Villa Rica email account is prohibited.
- City of Villa Rica employees shall have no expectation of privacy in anything they store, send or receive on the City's email system.
- City of Villa Rica may monitor messages without prior notice. The City of Villa Rica is not obliged to monitor email messages.
- Users are required to remain vigilant and report any suspicious or potentially malicious emails to their IT Department immediately. Knowingly opening, forwarding, not reporting, or retaining a potentially harmful email may result in disciplinary actions. It is the User's responsibility to understand and learn to identify Phishing and Malicious Emails as per the provided security training.
- Should a User suspect that they have opened, clicked a link, opened an attachment, or otherwise interacted with a suspicious email, it is their responsibility to immediately report the incident and in no way attempt to cover up or remove evidence of their interaction with the email, understanding that may risk the City's network even further.

Compliance Measurement

The IT department will verify compliance to this policy through various methods, including but not limited to, periodic walk-thrus, video monitoring, business tool reports, internal and external audits, and feedback to the policy owner.

Exceptions

Any exception to the policy must be approved by IT in advance.

Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

Clean Desk Policy

The purpose for this policy is to establish the minimum requirements for maintaining a "clean desk" – where sensitive/critical information about our employees, our intellectual property, our customers and our vendors is secure in locked areas and out of site. A Clean Desk policy is not only ISO 27001/17799 compliant, but it is also part of standard basic privacy controls in accordance with NIST (National Institute of Standards and Technologies).

Policy

- Employees are required to ensure that all sensitive/confidential information in hardcopy or electronic form is secure in their work area at the end of the day and when they are expected to be gone for an extended period.
- Computer workstations must be locked when workspace is unoccupied.
- Computer workstations must be logged off at the end of the work day.
- Any Restricted or Sensitive information must be removed from the desk and locked in a drawer when the desk is unoccupied and at the end of the work day.
- File cabinets containing Restricted or Sensitive information must be kept closed and locked when not in use or when not attended.
- Keys used for access to Restricted or Sensitive information must not be left at an unattended desk.
- Passwords may not be left on sticky notes posted on or under a computer, nor may they be left written down in an accessible location.
- Printouts containing Restricted or Sensitive information should be immediately removed from the printer.
- Upon disposal Restricted and/or Sensitive documents should be shredded in the official shredder bins or placed in the lock confidential disposal bins.
- Whiteboards containing Restricted and/or Sensitive information should be erased.
- Lock away portable computing devices such as laptops and tablets.
- Treat mass storage devices such as CDROM, DVD or USB drives as sensitive and secure them in a locked drawer

All printers and fax machines should be cleared of papers as soon as they are printed; this helps ensure that sensitive documents are not left in printer trays for the wrong person to pick up.

Compliance Measurement

The IT department will verify compliance to this policy through various methods, including but not limited to, periodic walk-thrus, video monitoring, business tool reports, internal and external audits, and feedback to the policy owner.

Exceptions

Any exception to the policy must be approved by IT in advance.

Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

Social Media Policy

~~Guidelines for city employees using social media~~Guidelines

All employees are permitted to make use of social media to express their views, report on personal matters, maintain or promote personal blogs, etc. No part of this policy should be construed as an infringement on their right of free expression, including political opinions and commentary on city policy.

However, employees should take note of the Terms of Service (TOS) of these platforms and should abide by those terms in their private postings.

Because these media platforms are open to the public, and there is no guarantee that their audience is limited to adults, employees should be mindful that they always represent the City of Villa Rica during their employment. Their online conduct should reflect this fact. In some extreme cases, private conduct on social media may affect employment status, but only after a process of review involving the City Manager and/or the City Council.

Also, employees are expected to use their social media accounts during breaks or off hours; they may not do so while actively working, and they may not do so using City equipment, including desktop or laptop computers, or city issued smartphones or tablets. Employees should be mindful that all use of such equipment, regardless of purpose, is monitored, and that all information on the device is stored by the City and subject to the Georgia Open Records Act.

Employees who post on city platforms must ensure that videos, photographs, and other material is City-owned, or posted with the permission of the owner. Employees who routinely monitor the city social media platforms are permitted to interact with users who post comments, but those interactions should be limited to a short answer to a specific question, or to correct some confusion as to a material fact. This should not be a prolonged interaction, nor should it involve anyone else in the thread.
All postings by City employees to city platforms must follow all other general rules cited in Part One of this policy.

~~Introduction~~

~~In general, the City views social networking websites (e.g., Facebook, Instagram, Snap Chat and Twitter), personal websites, and blogs positively and respects the right of employees to use them as a medium of self-expression. However, the use of these types of websites can impact both the City and employees alike. Therefore, the City has created this policy to establish its expectations for employee use of these types of websites.~~

~~Applicability~~

~~This policy is meant to apply to social networking sites; personal websites; blogs; photo, video and file sharing sites; podcasts; as well as bulletin boards and comments posted on other websites. For ease of reference, this policy refers to all of these types of websites generically as "social media websites". The absence of an explicit reference to a specific website is not meant to limit the application of this policy. Where no policy or guideline exists, employees should use their~~

~~**professional judgment and take the most prudent action possible. You should consult with your supervisor if you are uncertain about any of your activities on a social media website.**~~

~~**No Interference with Job Duties**~~

~~**As set forth in the City's Use of Technology Resources Policy, the City's Internet and computer resources are provided to employees to allow them to complete their job duties and should be used for business purposes only. As such, the City does not allow personal use of social media websites using City computers, equipment, or networks or at all during an employee's work time.**~~

~~**Use Outside of Work**~~

~~**Employees may use social media websites during their personal time outside of work and without the use of City computers, equipment, or networks. Employees must be aware, however, that information they display on the Internet reflects not only on them but could be associated with the City as well. Therefore, employees are expected to follow these guidelines when using any social media website:**~~

~~**Employees should use their best judgment and discretion when posting material and information online.**~~
~~**Confidential and proprietary information of the City is not to be discussed or referred to by employees on any social media website, even in private messages between site members who have authorized access to the information.**~~
~~**Employees are responsible for reading, knowing, and complying with the Terms of Service of the social media websites they use.**~~
~~**Employees are expected at all times to comply with the law in regard to copyright, trademark, and plagiarism. Posting of someone else's work without permission is not allowed.**~~

Other City Policies

All other policies in this Handbook apply with equal force to employee use of social media websites. In particular, employees are expected to follow the City's Equal Employment Opportunity policy when participating in social media websites. The City considers behavior that is inappropriate in the workplace to be inappropriate on the Internet as well, meaning that the City's Equal Employment Opportunity Policy concerning discrimination, harassment, and retaliation applies equally to the treatment of employees in the workplace or on the Internet.

Disciplinary Action

While the City respects the right of employees to use social media websites, it has established this policy for the benefit and protection of the City and its employees. Any employee witnessing or who believes a violation of this policy has occurred should utilize the Complaint Procedure set forth in this Handbook. The City takes the expectations explained above very seriously. As such, employees are advised that violating this policy may result in disciplinary action, up to and including termination.

Other Employment Policies

Employee Privacy Policy

It is the City's policy to respect the privacy of employee personnel and payroll records to the extent possible while at the same time complying with the City's operational needs and all obligations regarding the public availability of open records and required production of records pursuant to a subpoena, court order, or otherwise. Therefore, absent the consent of the individual involved, a request made under the Georgia Open Records Act, or a subpoena, court order, or other circumstances requiring production, employee personnel and payroll records will only be made available for inspection and review to authorized individuals on a "need-to-know" basis.

In addition, an employee will be given access to inspect his own personnel and payroll records upon his request and scheduling an appointment at appropriate time, outside of his or her work hours, that is approved by the Human Resources Director. The employee will be charged for any copies he or she requests at the same rate the City charges for copying documents pursuant to an Open Records Request. An employee may request, through his or her Department Head, the correction, amendment or supplementation of records that they believe are not accurate, timely or complete. However, such corrections, amendments, or supplementation is not guaranteed and will only be made at the discretion of the City Manager.

Search and Inspection of City Property

Employees shall have no expectation or right of privacy with respect to City facilities, property, and equipment including computers, desks, cabinets, drawers, and lockers. Employees shall not affix any personal locks to any City facilities, property, and equipment. The City reserves the right to search all City facilities, property, and equipment at any time with or without notice and for any reason, and to search employee personal items that are located or stored in any City facility, property, and equipment for work-related reasons, upon reasonable suspicion for such reasons. Please also refer to the City's Use of Technology Resources Policy.

Confidential Information

Employees must carefully protect and may not, directly or indirectly, make any unauthorized disclosure or use of any confidential information acquired by virtue of their employment with the City except as required for the performance of their authorized employment duties on behalf of the City. Employees may not provide to anyone or permit others to use confidential information except in the performance of their authorized employment duties.

Duty to Report Criminal Charges/Determinations

Criminal Charges

An employee of the City of Villa Rica who is charged with a felony must report the charges immediately upon reporting to work to Human Resources. Misdemeanor charges (other than a minor traffic offense and/or local ordinance violation) shall report having been charged to his or her supervisor within three (3) business days of becoming aware of such charge. The employee shall report the crime(s) he or she has been charged with and provide documentation of the charges upon request. Within three (3) business days of receiving notice from the employee, the supervisor will contact Human Resources so a determination

can be made as to what action, if any, is immediately warranted. Failure to report under this policy may result in disciplinary action, up to and including termination.

Criminal Determinations
Within three business (3) days of the employee receiving a disposition of criminal charges, he or she will notify his/her supervisor and provide documentation of the disposition. Within three (3) business days of receiving notice from the employee, the supervisor will contact Human Resources so a determination can be made as to what action, if any, is warranted. Failure to report under this policy may result in disciplinary action, up to and including termination of employment.

Criminal background investigations will be conducted on an annual basis on each employee.

Political Activity

City employees are encouraged to exercise their right to vote, but City employees may not engage in any political campaign activities while on duty, while in the workplace, while in uniform, or using any City property or equipment, including any City computer, network, or vehicle. This prohibited activity includes, but is not limited to, distributing information, assisting with campaign materials or initiatives, or soliciting contributions or services for any political party, political candidate or organization, or otherwise spending work time on an activity in furtherance of any political party, candidate, or political organization while on duty. Nothing contained herein shall be construed to restrict the right of City employees to hold membership in and support a political party or candidate, to vote as he or she chooses to express personal opinions on political subjects and candidates, to maintain political neutrality, or to attend political meetings during non-working hour.~~.~~

Whistleblower Policy

At the City of Villa Rica, we are committed to upholding the highest standards of integrity, ethics, and accountability. We encourage all employees to report any wrongdoing, unethical behavior, or violations of law, regulations, or organizational policies that they become aware of in the workplace.

Reporting Procedure:

1. Internal Reporting: Employees are encouraged to report concerns internally, first to their immediate supervisor, ~~manager~~manager, or designated whistleblower contact.

2. Confidentiality: All reports will be handled confidentially, and the identity of the whistleblower will be protected to the fullest extent possible, consistent with the need to conduct a thorough investigation.

3. Protection Against Retaliation: Retaliation against individuals who report concerns in good faith is strictly prohibited. Any form of retaliation will be subject to disciplinary action.

4. Non-Retaliation Reporting: Employees witnessing or experiencing retaliation related to a whistleblower report should immediately report it to Human ~~Resourses~~Resources.

5. Investigation and Action: Upon receipt of ~~a report~~the report, the City of Villa Rica will promptly investigate the matter and take appropriate action. Whistleblowers will be

informed of the outcome to the extent possible without compromising confidentiality.

Anonymous Reporting:

We understand that in certain situations, individuals may wish to report concerns anonymously. Anonymous reports will be accepted and investigated to the fullest extent possible, given the information provided.

False Reporting:

Reports made with malicious intent or knowingly providing false information will be subject to disciplinary action.

Legal Protection:

Whistleblowers will be protected in accordance with relevant whistleblower protection laws and regulations.

Weapons Policy

At the City of Villa Rica, the safety and security of our employees, visitors, and facilities are of paramount importance. To maintain a safe work environment, the possession, use, or storage of weapons on City premises or during work-related activities is strict~~k~~ly prohibited, except for authorized personnel in their official capacity.

Definition of Weapons:

Weapons include, but are not limited to, firearms, explosives, knives with blades, tasers, stun guns, or any other object designed, modified, or used to cause harm to individuals or property.

Exceptions:

Authorized personnel, such as law enforcement officers or security personnel, may carry weapons as required by their duties and in compliance with applicable laws and regulations. Such individuals must follow specific guidelines outlined by the City of Villa Rica.

Reporting:

Employees are required to report any knowledge of suspicion of an ~~unauthorized weapons~~unauthorized weapon on City premises immediately to their supervisor or Human Resources Department.

Violation of this policy will result in disciplinary action, up to and including termination of employment. Legal actions may be taken if the possession or use of a weapon violates local, state, or federal laws.

Inclement Weather and Emergency Circumstances

The City Manager will make the final decision to close government offices because of inclement weather or other emergency circumstances. The City will announce any closures or delayed openings by reporting them to the City's official website and local news media.

Some employees may be required to work even when City offices are closed because of the nature of their job duties, which may require continued services in the event of inclement weather or other emergency circumstances. Department Heads shall make a determination of the emergency or non-emergency job status of all employees within their departments and notify such employees of their classification. Employees who are considered emergency status employees must contact their supervisor regarding their work schedule in the event of inclement weather or other emergency circumstances.

If inclement weather or other emergency circumstances require the closure of City offices, the City may grant employees paid or unpaid time off in its discretion depending on the circumstances, which shall be determined on a case-by-case basis by the City Manager. Salaried exempt employees will be paid in accordance with the Fair Labor Standards Act. Any time taken off by employees due to inclement weather or other emergency circumstances, but where City offices are not closed, is to be used as any available, accrued vacation or will be unpaid.

Outside Employment

Employees may hold outside jobs as long as they meet the performance standards of their job with the City of Villa Rica. All employees will be judged by the same performance standards and will be subject to the City's scheduling demands, regardless of any existing outside work requirements.

If it is determined that an employee's outside work interferes with performance or the ability to meet the requirements of their job description as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain employed with the City.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals for materials produced or services rendered while performing their City jobs. No outside employment duties can be conducted on City time or property.

Exceptions: Law enforcement personnel may have separate guidelines due to the nature of their duties but should still adhere to professionalism and safety standards.

Note: Law enforcement may have distinct policies considering their specific roles and public-facing nature. Consult the law enforcement department's guidelines for their specific regulations on outside employment.

~~City employees may engage in outside employment that does not create a conflict of interest or interfere with their performance of duties for the City. However, any outside employment must be approved by the employee's Department Head in advance. To obtain approval, an employee must submit a written request to the Department Head and meet with the Department Head to discuss the outside employment and whether it will create a conflict of interest or interfere with the performance of job duties. If the request is approved, the Department Head will sign the request and provide it to the Human Resources Director to be retained in the employee's personnel file.~~

~~Any outside employment by Department Heads must be approved by the City Manager in advance, and if approved, will be put in writing and provided to the Human Resources Director to be retained in the Department Head's personnel file.~~

~~Newly hired employees who hold an outside job, own a business, or are self-employed at the time of hire with the City must notify the City during the application process and then submit a request for outside employment immediately upon employment with the City using the following procedure described above.~~

~~Failure to submit a request for approval prior to engaging in outside employment, any conflict of interest as a result of outside employment, or any interference with the performance of job duties for the City as a result of outside employment, may be cause for disciplinary action up to and including termination of employment.~~

Gifts and Gratuities

Employees may not accept gifts, gratuities, or loans from organizations, business entities, or individuals with whom they have official City government business relationships. These limitations are not intended to prohibit the acceptance of any items which are distributed free of charge to the general public, nor to prohibit the acceptance of token gifts given during the Christmas holiday season provided the fair value does not exceed $25.

Bulletin Boards/Solicitation & Distribution

Bulletin Boards are provided for official City business, announcements, holiday notices, job openings, policies and procedures. Employees should periodically check the boards for updates or new announcements. Bulletin boards shall not post commercial or political advertising or any other activity such as, meetings or announcements unless sponsored by the City.

It is the City's policy to forbid all solicitation for contributions, membership in clubs or organizations, signatures for petitions or the sale of consumer products, or other outside business on City premises. An exception is made for City-approved charitable endeavors. The City may also choose to recognize charitable drives as a community-backed effort.

In order to avoid unnecessary annoyances and interruptions during the workday, solicitation by an employee of another employee is prohibited on the premises. Distribution of literature by employees is prohibited at all times on City premises.

Non-employees may not solicit for any purpose or engage in distribution of any literature or commercial goods of any kind in work areas at any time.

Use of City Property

New employees may be issued City property upon hire. This may include: (a) key or key card for access to buildings and offices; (b) photo identification card; (c) uniforms required to be worn for one's job; and (d) computers or mobile phones; (e) fleet fuel card.

No employee or City official may use any equipment, materials, supplies, or other City property or the services of City employees for his personal benefit. Employees are expected to use proper care when using the City's property and equipment. No property may be removed from the premises without the proper authorization of the employee's Department Head or the City Manager. If an employee loses, breaks, or damages any property, he must report it to his supervisor immediately. An employee who loses his or her required uniform or loses or breaks his or her City-issued computer or mobile device will be required to replace them at their own expense. For the first incident, the employee will be responsible for 50% of the replacement cost. Documentation will be kept in their personnel file. If there are subsequent incidents, the employee will be responsible for the entire replacement cost as well as disciplinary action up to and including termination of employment.

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Revision of Employee Personnel Policy
AGENDA DATE: December 12, 2023

DATE PREPARED: November 30, 2023
PREPARED BY: Lena Taylor and Tiffany Jenkins

AMOUNT:
GL ACCOUNT #:
FUNDING SOURCE:
BUDGETED ITEM?

PURPOSE: The purpose of the update to the Personnel Policies is so the City stays in compliance with State and Federal legislation, as well update employee policies to provide guidance to employees and managers. This is a best practice supported by our liability insurance carrier (LGRMS).

BACKGROUND: The last update to the Personnel Policies was adopted on February 8, 2021. The changes are to the following sections:

Statement of Our Philosophy Pg. 1
Policy, Revisions and Amendments Pg. 2
Effective Date of Policies and Procedures Pg. 2
Georgia Open Records Act Pg. 2
Employee Personnel Records and Privacy Pg. 7
Employment of Relatives Pg. 11
Reemployment (Break in Service) Pg. 13
Hiring Process Pg. 13
Temporary Employees Pg. 14
Overtime Pg. 21
Performance Reviews Pg. 23
Merit Pay Increases Pg. 24
Cost of Living Adjustment Pg. 24
Incentive Pay Pg. 24
Pay Frequency Pg. 24
HIPAA Policy Pg. 25
Qualifying Life Events Pg. 27
Wellness Program Pg. 28
Retirement Pg. 29
Employee Assistance Program Pg. 29
Discounted Facility Rentals Pg. 30

Training and Certification Pg. 30
Paid Holidays Pg. 33
Vacation and Sick Leave Pg. 33
Donation of Leave Time Pg. 35
Military Leave Pg. 37
Workers Compensation Leave Pg. 38
Family Medical Leave Act Pg. 39
Progressive Discipline Pg. 44
Employee Appeal Process Pg. 46
Grievance Procedure Pg. 46
Notice of Resignation Pg. 48
Dress Code-Expectations; Jewelry, Piercings and Tattoos; Inappropriate Dress Pg. 51
Business Use Only Pg. 54
Take Home Vehicles Pg. 54
Social Media Pg. 65
Whistleblower Pg. 69
Weapons Pg. 69
Outside Employment Pg. 71

STAFF RECOMMENDATION: Staff is recommending ratification of the 2023 Personnel Policies.

IMPACT: This action will allow the City and its employees to have clearly defined policies.

MOTION: I move to adopt a resolution authorizing the City Manager and the Human Resources Director to approve the revised personnel handbook, retroactive from December 1, 2023.

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Updating Funding for End of Year Incentive Pay for Employees
AGENDA DATE: December 12, 2023

DATE PREPARED: December 4, 2023
PREPARED BY: Lena Taylor/Tiffany Jenkins

AMOUNT: $37,620 *($200/$150, grossed up)*
GL ACCOUNT #: Various Personnel Accounts
FUNDING SOURCE: Self-Funded Insurance
BUDGETED ITEM? Yes

PURPOSE: To approve additional funding for end-of-year incentive pay for full-time and part-time employees per approval of updated Personnel Policy.

BACKGROUND:

We initially presented a request at the Special Called Council Meeting on November 29, 2023 per the City of Villa Rica Incentive Pay policy as posted in the Personnel Policy, last updated February 8, 2021: *"At the end of each calendar year the City may pay employees incentive pay. Incentive Pay will be based on how well the health plan has performed over the last fiscal year. Pay will be limited to $300 per full-time employee and $150 to part-time employees."*

Per the personnel policy presented today, December 12th, the personnel policy reflects a change in the allocated amount: *The incentive pay will be a minimum of $500 per full-time employee and $250 per part-time employee grossed up for taxes.*

For FY2023, the preliminary year-end financials of the Self-Funded Insurance Fund indicate an increase in the Fund Balance by $554,137, resulting in a total fund balance of $1,657,006.

STAFF RECOMMENDATION: Approval.

MOTION: I move to approve additional funding for incentive pay of $200 for full-time employees and $150 incentive pay for part-time employees.

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Server Replacement
AGENDA DATE: 12/12/23

DATE PREPARED: 11/30/2023
PREPARED BY: Jim Chambers

AMOUNT: $63,400.00
GL ACCOUNT #:100 1535 521300
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes
PUBLIC HEARING:

PURPOSE: Replace our current production server hosts at the data center.

BACKGROUND: Our current servers for our production environment are at end of life. This is to replace those and move the old servers into a disaster recovery solution.

STAFF RECOMMENDATION: Staff's recommendation is to utilize CPAK to order HP servers for $63,400.00.

IMPACT: To have our servers under warranty in our production environment .

MOTION: I move to engage with CPAK to order HPE servers for the Data Center not to exceed $63,400.00.

Quote

Date	Quote #	Account Manager
Nov 30, 2023	CPKQ36940	Jenny McCartney

Quote Prepared For:

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

Issue Purchase Order to:

Cpak Technology Solutions
133 Main Street
LaGrange, GA 30240
Fax: 706-298-4537
E-mail: sales@cpak.com
HP Locator ID#: 10030326
Servers & Storage Contract: 99999-001-SPD0000139-0002
FED ID: 58-1623505

Qty	Part Number	Description	Unit Price	Extended Price
2	P52499-B21	HPE DL360 Gen11 8SFF CTO Server	$1,500.00	$3,000.00
2	P52499-B21 ABA	HPE DL360 Gen11 8SFF CTO Server	$0.00	$0.00
4	P49602-B21	INT Xeon-G 6444Y CPU for HPE	$4,700.00	$18,800.00
4	P49602-B21 0D1	Factory Integrated	$0.00	$0.00
16	P43328-B21	HPE 32GB 2Rx8 PC5-4800B-R Smart Kit	$305.00	$4,880.00
16	P43328-B21 0D1	Factory Integrated	$0.00	$0.00
2	804398-B21	HPE Smart Array E208e-p SR Gen10 Ctrlr	$350.00	$700.00
2	804398-B21 0D1	Factory Integrated	$0.00	$0.00
4	P10115-B21	BCM 57414 10/25GbE 2p SFP28 OCP3 Adptr	$170.00	$680.00
4	P10115-B21 0D1	Factory Integrated	$0.00	$0.00
2	P48908-B21	HPE DL3X0 Gen11 1U High Perf Fan Kit	$205.00	$410.00
2	P48908-B21 0D1	Factory integrated	$0.00	$0.00
4	P38995-B21	HPE 800W FS Plat Ht Plg LH Pwr Sply Kit	$90.00	$360.00

Due to market and stock fluctuations, pricing and availability may change. Please contact your Cpak representative for current information.

Qty	Part Number	Description	Unit Price	Extended Price
4	P38995-B21 0D1	Factory Integrated	$0.00	$0.00
2	P48830-B21	HPE DL3XX Gen11 CPU2/OCP2 x8 Enable Kit	$35.00	$70.00
2	P48830-B21 0D1	Factory integrated	$0.00	$0.00
2	P48183-B21	HPE NS204i-u Gen11 Ht Plg Boot Opt Dev	$375.00	$750.00
2	P48183-B21 0D1	Factory integrated	$0.00	$0.00
4	P48905-B21	HPE DL360 Gen11 High Perf Heat Sink Kit	$75.00	$300.00
4	P48905-B21 0D1	Factory integrated	$0.00	$0.00
2	P48920-B21	HPE DL360 Gen11 NS204i-u Front Cbl Kit	$30.00	$60.00
2	P48920-B21 0D1	Factory integrated	$0.00	$0.00
2	P52341-B21	HPE DL3XX Gen11 Easy Install Rail 3 Kit	$40.00	$80.00
2	P52341-B21 0D1	Factory integrated	$0.00	$0.00
4	BD514AAE	VMw vSphere EntPlus 1P 5yr E-LTU	$5,900.00	$23,600.00
2	P8B26AAE	HPE OV w/o iLO 3yr 24x7 Flex Qty E-LTU	$250.00	$500.00
1	HU4A6A5	HPE 5Y Tech Care Essential SVC	$0.00	$0.00
2	HU4A6A5 SVP	HPE One View w/o Ilo Support	$105.00	$210.00
2	HU4A6A500DJ	HPE DL360 Gen11 Support	$4,500.00	$9,000.00

Estimated lead time is 53 days.

Please Note: CTOs are non-returnable.

Pricing valid until 1/19/24

Due to market and stock fluctuations, pricing and availability may change. Please contact your Cpak representative for current information.

Cpak Technology Solutions
133 Main Street - LaGrange, GA 30240
Phone: 706-883-7664 Fax: 706-298-4537 E-mail: sales@cpak.com

Qty	Part Number	Description	Unit Price	Extended Price
1	Shipping	Dock to Dock Shipping & Handling	$0.00	$0.00

SubTotal	$63,400.00
Tax	$0.00
Grand Total	**$63,400.00**

Due to market and stock fluctuations, pricing and availability may change. Please contact your Cpak representative for current information.

Cpak Technology Solutions
133 Main Street - LaGrange, GA 30240
Phone: 706-883-7664 Fax: 706-298-4537 E-mail: sales@cpak.com

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: SAN Replacement
AGENDA DATE: 12/12/23

DATE PREPARED: 11/30/2023
PREPARED BY: Jim Chambers

AMOUNT: $65,739.00
GL ACCOUNT #:100 1535 521300
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes
PUBLIC HEARING:

PURPOSE: Replace our main production SAN at the data center.

BACKGROUND: Our current SAN for our production environment is at end of life. This is to replace this and move the old SAN into a disaster recovery solution.

STAFF RECOMMENDATION: Staff's recommendation is to utilize Surelock to purchase a pure storage SAN for $65,739.00.

IMPACT: To have our SAN under warranty in our production environment.

MOTION: I move to engage with Surelock technologies to purchase a Pure Storage SAN for the Data Center not to exceed $65,739.00.

SureLock Technology
297 Industrial Park Dr NE, Suite A
Lawrencevile , Georgia 30046
United States
https://surelocktechnology.com/
(P) 678-712-5346

Quotation (Open)
Quote # : 542 2 rev of 2
Modified Date: Nov 30, 2023 09:00 PM GMT
Expiration Date: 12/02/2023
Description: Pure Storage Flash Array

Bill To
City of Villa Rica
571 W Bankhead Hwy
Villa Rica, GA 30180
United States
(P) 770-459-7000

Ship To
City of Villa Rica
571 W Bankhead Hwy
Villa Rica, GA 30180
United States
(P) 770-459-7000

Sales Associates
Preparer: Romero, Samuel
E-mail: sromero@surelocktechnology.com
Phone: 6787125346 ext. 113
Account Manager: Horst, Matt
E-mail: mhorst@surelocktechnology.com

#	Description	Part #	Qty	Unit Price	Total
1	Pure Storage FlashArray X20R4-ETH22TB-10x2.2TB	FA-X20R4-ETH-22TB-10x2.2TB	1	$50,187.00	$50,187.00
2	FA-X20R4- 22TB 1 Month Evergreen Forever Subscription, 4 Hour Delivery, 24/7 Support, DSE	FA-X20R4-22TB 1MOPRMFVR	12	$1,296.00	$15,552.00

Subtotal:	**$65,739.00**
Tax (.0000%):	$0.00
Shipping:	$0.00
Misc:	$0.00
Total:	**$65,739.00**

Disclaimer: SureLock Technology resells products from numerous manufactures. It is common industry practice for manufacturers to offer incentives and rebates for product sales. This quote may contain products or services subject to such incentives. No representation or warranty to the contrary is made. SureLock Technology passed through to the buyer the terms and conditions of the original equipment manufacturers product, software licenses and warranties. Any exceptions must be negotiated directly with the original equipment manufacturer.

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: 5 FLOCK Cameras – Grant Acceptance Request
AGENDA DATE: 012/12/2023

DATE PREPARED: 11/13/2023
PREPARED BY: Captain Keith Shaddix

AMOUNT: $15,000.00
GL ACCOUNT #: 350-3210-542500
FUNDING SOURCE: General Fund
BUDGETED ITEM? No
PUBLIC HEARING: No

PURPOSE: Purchase of 5 FLOCK Cameras using grant funds.

BACKGROUND: We have been awarded a $15,000 grant through Project Safe Neighborhoods Violence Reduction Microgrant Program. FLOCK has agreed for us to purchase five (5) FLOCK cameras for $15,000. The existing cameras have already led to the recovery of $233,381.00 of property in the past year. With the anticipated growth of the city this action would better prepare the police department to solve and reduce crime.

STAFF RECOMMENDATION: We recommend that the city approve the purchase of 5 FLOCK cameras using grant funds.

IMPACT: This purchase will aid in investigations and solvability of crimes. During the first six months of 2023 there has been an 82% increase in Entering Auto crimes when compared to the previous six months. With these cases there were 12 firearms stolen. As the city grows it is important that we have the resources in place to address the solvability and prevention of crimes.

MOTION: I move to accept the grant and allow the Mayor to sign all required documents and the police department to purchase five FLOCK cameras in the amount of $15,000.00

Flock Safety + GA - City of Villa Rica

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Geoff Bulpitt
geoff.bulpitt@flocksafety.com
4046929006

Created Date: 11/10/2023
Expiration Date: 12/29/2023
Quote Number: Q-52317
PO Number:

flock safety

flock safety

Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 101 Main Street Villa Rica, Georgia 30180

Ship To: 571 Bankhead Hwy Villa Rica, Georgia 30180

Billing Company Name: GA - City of Villa Rica
Billing Contact Name:
Billing Email Address:
Billing Phone:

Subscription Term: 12 Months
Payment Terms: Net 30
Retention Period: 30 Days
Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	5	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$0.00	5	$0.00

Subtotal Year 1:	$15,000.00
Annual Recurring Subtotal:	
Discounts:	$3,250.00
Estimated Tax:	$0.00
Contract Total:	$15,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$15,000.00
Annual Recurring after Year 1	
Contract Total	$15,000.00

*Tax not included

Discounts Applied	Amount (USD)
Flock Safety Platform	$0.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$3,250.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Community

FlockOS Features	Description

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT:	Purchase of New Ford F150 Crew Cab 4x4
AGENDA DATE:	12/12/2023
DATE PREPARED:	11/29/2023
PREPARED BY:	Chris Maddox
AMOUNT:	$47,720
GL ACCOUNT #:	GIRMA -
FUNDING SOURCE:	Insurance - $38,226; Remaining Balance - W&S funds
BUDGETED ITEM?	No

PURPOSE: To purchase a new 2023 Ford F150 Crew Cab 4x4 for Utilities Director.

BACKGROUND: This vehicle will replace the previously wrecked Distribution truck.

STAFF RECOMMENDATION: To purchase a new 2023 Ford F150 Crew Cab from Hardy Ford for 47,720.

IMPACT: Replacing the totaled unit #4093 relieves vehicle inadequacies currently experienced by the department.

MOTION: To allow the Mayor to move forward with the purchase of a 2023 Ford F150 from Hardy Ford.

Prepared for:
VILLA RICA
Prepared by: Austin Harris
11/28/2023

Hardy Family Ford | 1255 Charles Hardy Parkway Dallas Georgia | 301571181

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 360 | Stock No: 164645 | VIN: 1FTEW1EP8PKE96325 | Quote ID: 6398

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	$45,410.00
Options	$3,315.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$1,995.00
Subtotal	$50,720.00

Pre-Tax Adjustments

Code	Description	MSRP
FAJ	FLEET ADJUSTMENT	-$3,000.00
Total		$47,720.00

* Vehicle is exempted from Federal Excise Tax.

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Lithia Springs
Lifetime Powertrain Warranty

870 Thornton Road (770) 941-9000
Lithia Springs, GA 30122

Date *11/30/2023*

MOTOR VEHICLE PURCHASE ORDER

Salesman *Donna Robinson*
County _____

Purchaser *Chris Maddox City of Villa Rica* Res. Phone _____ Bus. Phone _____
Address _____ SS# _____
City _____ State _____ Zip Code _____
Driver's License # _____ Date of Birth: Buyer _____
Co-buyer _____

❑ Mail Out ❑ Phone ❑ Walk-In ❑ Radio (station _____) ❑ TV (station _____) ❑ Referral

	Year	Make	Cyl.		Series Name	Body Style	Stock No.
❑ New	2023	Ford		❑ D ❑ T	F-150	F150 4X4 CREW	PKF53258

	Color	Upholstery	Serial #
❑ Used	OXFORD WHITE		1FTEW1EP9PKF53258

	License No.	Tab. No.	Key No's.	Mileage at Delivery
❑ Demo				8

❑ Radio ❑ A/C ❑ Auto ❑ P. Steering ❑ P. Windows ❑ P. Seats ❑ P.D.L. ❑ Cruise

Price of Vehicle	54,215	00
Rebate		
Lienholder: Discount	3,951	00
Adjusted Price	50,264	00
Insurance Info.		

I have received a statement of the new car warranty rights and dealer has collected $3.00 fee.
X _____

Interior and Exterior damage must be noted at time of delivery.
X _____

DESCRIPTION OF TRADE-IN	CREDITS				
			Price of Vehicle & Accessories	50,264	00
			Administrative Fee	649	00
Year ____ Make _____ Cyl.	Payoff To		Electronic Filing Fee		
Series Name _____ Body Style ____	Trade In		Sales Tax		
License No. Tab no.	Good Till Lease Payoff		Lic., Trans., Reg. & Other Fees	38	00
Serial #	Net Trade-In		Cash Price	51,050	00
Extra Equipment	Cash Down Payment		u Total Down Payment		
			Unpaid Balance of Cash Price	51,053	00
Mileage	u Total Down Payment		Total Cash Price	51,053	00

Warning - Unless a charge is included in this agreement for Public Liability or Property Damage Insurance, payment for such coverage is not provided by this agreement.

Notice to the buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) you are entitled to a completely filled-in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to
suit and liability for the unpaid indebtedness evidenced by this agreement.

RECEIPT OF A FILLED-IN COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY PURCHASER

The front and back of this order comprise the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. Under the Fair Credit Reporting

I HAVE READ, UNDERSTAND, AND ACCEPT ALL PROVISIONS OF THE MANUFACTURER'S WARRANTY STATEMENT COVERING THIS VEHICLE THAT I AM ORDERING. THE INFORMATION YOU SEE ON THE WINDOW FORM (BUYER'S GUIDE) FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON

Act, I grant permission to check my credit sources and references.

THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT SALE.

Dealer's Name _____

Accepted_____

This order not valid until accepted by DEALER OR SALES MANAGER

Purchaser's Signature _____

Purchaser's Signature _____

TERMS AND CONDITIONS OF ORDER

The Order on the reverse side hereof is subject to the following terms and conditions which have been mutually agreed upon:

1. This agreement is not binding until signed by authorized representative of the Dealer.
2. Verbal promises by salesmen are not valid. Any promises or understandings not herein specified in writing are herby expressly waived by the buyer. Said motor vehicle, accessories and extras to be delivered on the date specified or as soon thereafter as practicable subject to delays on account of fires, strikes, riot, war, shutdowns at the factory. Dealer's inability to procure delivery from the factory, or to other casualties or circumstances beyond Dealer's control, time of delivery in any event to be deemed extended correspondingly.
3. The manufacturer has reserved the right to change the price to the Dealer of new motor vehicles without notice. In the event that the manufacturer's price to the Dealer of the new motor vehicle ordered hereunder is so changed, the cash delivered price to the Buyer will be changed accordingly. If such cash delivery price is increased, the Buyer may, if dissatisfied with such increased purchase price, cancel this Order. The manufacturer has the right to make changes in the model or design of any accessories or parts of any new motor vehicle at any time without creating any obligation on the part of the manufacturer or the Dealer to make corresponding changes in the motor vehicle covered by this Order, either before or subsequent to the delivery of such motor vehicle to the Buyer.
4. The price of the motor vehicle quoted herein includes any taxes imposed by any governmental authority prior to or at the time of the order of such motor vehicle unless expressly so stated, but the Buyer assumes and agrees to pay, unless prohibited by law, any taxes, except income taxes, imposed on or incidental to the transaction herein, regardless of the person having the primary tax liability.
5. The price quoted on this Order is for immediate delivery, but if the price of the motor vehicle or accessories or the tax imposed by any governmental authority should be changed by the manufacturer or the governmental authority before the motor vehicle has been delivered to the Dealer, then this Order shall be construed as if the changed price was originally inserted herein. The buyer agrees that the Dealer shall in no way be held liable for any changes in design or models, even though they do not meet the approval of the Buyer. The Buyer hereby agrees to take the motor vehicle as produced by the manufacturer. Buyer agrees to take delivery and pay balance due within twenty four (24) hours after being notified that the motor vehicle is ready for delivery.
6. If the used vehicle traded in by the Buyer is not delivered to the Dealer at the time this Order is signed, or at the time of such delivery, the said vehicle and/or its tires or equipment is not in the same condition as when appraised, then it is agreed that such used vehicle shall be re-appraised by the Dealer as of the time of delivery, and the trade-in allowance for such used vehicle shall be the amount of such re-appraisal. If such re-appraisal value is lower than the original allowance shown on the reverse side hereof, Buyer may, if dissatisfied with such re-appraisal value, cancel this Order. Such right to cancel, however, must be exercised by the Buyer prior to the delivery of the motor vehicle covered by this Order to the Buyer and the surrender of the used motor vehicle traded in to the Dealer. The Buyer agrees to deliver the original Bill of Sale and the title to any used motor vehicle traded herein along with the delivery of such motor vehicle, and the Buyer warrants such used motor vehicle to be his property, free and clear of all liens and encumbrances, except as otherwise noted herein. The trade-in allowance shown in this Order is the amount that the Dealer agrees to allow providing the purchaser accepts delivery and completes the deal at the time agreed upon in accordance with the stipulated terms. In the event of any disagreement over the value of the motor vehicle traded in, the Dealer will not be liable for any more than the wholesale market value, as determined by the wholesale figure as shown in the Kelley Blue Book, or N.A.D.A. Book, less the estimated cost of reconditioning same.
7. If the contract balance on the used vehicle traded in should be more than the amount indicated on this Order, the Buyer agrees to pay the Dealer such excess in cash immediately upon demand, or, at his option, the Dealer may cancel this Order. Should the amount of such payoff be less than indicated on the Order, such difference shall be paid to the Buyer in cash.
8. The Buyer warrants that all taxes of every kind levied against the used vehicle traded in have been fully paid. Should any government agency levy or claim a tax lien or demand on or against such used vehicle, the Dealer may, at his option, pay the same and the Buyer agrees to pay the amount thereof immediately upon demand. If the used vehicle traded in is registered or licensed in any place other than the State of this sale, the Buyer agrees to immediately secure registration for such vehicle and to pay any and all expenses or registration fees incidental thereto. Should the Dealer assume or be put to any expenses in connection with such registration, the Buyer will pay the Dealer the amount thereof on demand.
9. Title to the motor vehicle ordered herein and right to possession of the same, shall remain in the Dealer until the entire purchase price is fully paid in cash. No check shall constitute payment unless and until it is paid by the bank on which it is drawn when first presented.
10. It is expressly agreed that there are no warranties, expressed or implied, made either by the Dealer or the manufacturer on the motor vehicle, chassis, parts or accessories furnished hereunder, unless a separate written warranty is given by the Dealer to the Buyer at the time of sale. This applies to new motor vehicles as well as used motor vehicles. The Buyer must have a written guarantee in his possession to secure an adjustment.
11. In case the motor vehicle covered by this Order is a used motor vehicle, no warranty or representation is made by the dealer as to the extent such motor vehicle has been used, regardless of the mileage shown on the odometer of said used motor vehicle. The Dealer does not warrant the correctness of the year of manufacture or model of motor vehicle. The Buyer agrees that he has verified the description of the motor vehicle to his own satisfaction, and that it is the vehicle he desires to purchase, regardless of the extent to which such motor vehicle has been used or regardless of whether the description contained in the Order is correct or not. There is no warranty or representation as to the correctness of the description used.
12. This Order is not assignable or transferable without the written consent of the Dealer. No change in the terms or conditions of this Order after execution by the Buyer can be made without the written consent of the Dealer.
13. The Buyer guarantees that all statements made by him and set forth in this Order are true and

correct, and that the Dealer may accept them as being true representations of existing facts.
14. Buyer hereby agrees to pay all attorney and court costs in the event that any legal action is necessary to enforce this agreement or any of the terms thereof..
15. If Buyer fails to perform all the terms and conditions of this Order, the Dealer may exercise any right or remedy given him by law in addition to all rights and remedies specified herein, and all such rights and remedies shall be cumulative and may be exercised at the Dealer's election.
16. Buyer agrees to accept vehicle and tires, subject to usage and wear resulting from the necessity of driving over land to the point of delivery.

#880, #881, & #900

WARRANTY INFORMATION - See Manufacturer's Written New Car Warranty

Any warranties on the products sold hereby are those made by the manufacturer. The Seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty or merchantability for fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

Buster Miles Ford (256) 403-0701 ext DEALER 21C 561 VIN 1FTEW1EP3PKF78415

B421889

		Suggested Retail Price	Invoice Amount
	F15K 4X4 SUPERCREW - 145	45410 00	43366 00
	2023 MODEL YEAR		
YZ	OXFORD WHITE		
JB	BLACK SPORT CLOTH40/CON/40		
	INCLUDED ON THIS VEHICLE		
	EQUIPMENT GROUP 101A		
	XL SERIES		
	OPTIONAL EQUIPMENT/OTHER		
99P	2.7L V6 ECOBOOST	1285 00	1170 00
44G	ELEC TEN-SPEED AUTO W/TOW MODE		
T2P	275/60R20 BSW ALL-TERRAIN	NC	NC
X19	3.55 RATIO REGULAR AXLE	NC	NC
	6600# GVWR PACKAGE		
	JOB #2 ORDER		
168	COLOR-COORDINATED CARPET	145 00	132 00
18B	BLACK PLATFORM RUNNING BOARDS	250 00	228 00
19S	STX APPEARANCE PACKAGE	2585 00	2353 00
	.SYNC 4 W/ENHANCED VOICE RECOG		
	.REAR-WINDOW DEFROSTER		
	.SIRIUS XM W/ 360L		
	.PRIVACY GLASS W/REAR DEFROSTE		
425	50 STATE EMISSIONS	NC	NC
53B	CLASS IV TRAILER HITCH	315 00	286 00
595	FOG LAMPS	NC	NC
642	20" 6-SPOKE MAGNETIC PKT WHLS	1225 00	1115 00
J	STX SPORT CLOTH 40/CON/40	295 00	269 00
	TOTAL OPTIONS/OTHER	6100 00	5553 00
	TOTAL VEHICLE & OPTIONS/OTHER	51510 00	48919 00
	DESTINATION & DELIVERY	1995 00	1995 00
	TOTAL BEFORE DISCOUNTS	53505 00	50914 00
	##SPECIAL ADDED DISCOUNTS#		
	XL DISCOUNT	750 00-	683 00-
	STX APPEARANCE DISCT	750 00-	683 00-
	XL STX WHEEL DISCOUNT	595 00-	542 00-
	TOTAL SAVINGS	2095 00-	1908 00-
	TOTAL FOR VEHICLE	51410 00	
	FUEL CHARGE		84 76
	CV LOT MANAGEMENT		10 00
	SHIPPING WEIGHT 4676 LBS.		
	TOTAL	51410 00	49100 76

3500 GPC → 098498

DEALER COPY

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: 2023 Budget Amendments #180-188
AGENDA DATE: 12-12-2023

DATE PREPARED: 11-22-2023
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 **December 12, 2023**
Exhibit A
Proposed 2023 Budget Amendments

	FY23 Budget Amendment to cover Department		***Amending FY23 budget for department overages. This is a housekeeping adjustment to close out the fiscal year for audit.***
	Source of Funds:	***LOST & Insurance Premium Tax - Excess Revenue***	

	Item	*Account Name*	*Account Type*		*Amount*
180	100-1320-521200	City Manager -Professional Services	Expense	Increase	38,274
181	100-1530-521230	Legal - Attorney Fees	Expense	Increase	104,563
182	100-1535-511100	Information Technology - Salaries	Expense	Increase	19,246
183	100-1540-521230	Human Resources - Payroll Processing	Expense	Increase	17,432
184	100-6510-521200	Library - Professional Services	Expense	Increase	2,740
185	100-3226-571000	Intergovernmental - Custody of Prisoners	Expense	Increase	1,068
186	100-3520-571000	Intergovernmental - SDS DC Fire Services	Expense	Increase	126,638
187	100-316200	Insurance Premium Tax	Revenue	Increase	211,161
188	100-313110	LOST - Carroll County	Revenue	Increase	98,800

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. 180-188, 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 #16-168
AGENDA DATE: 12-12-2023

DATE PREPARED: 11-30-2023
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 **12/12/2023**
Exhibit A
Proposed 2024 Budget Amendments

CJCC Grant - Flock Cameras

Source of Funds: ***CJCC Grant***

Purchase five (5) Flock Cameras (100% Grant)

	Item	Account Name	Account Type		Amount
16	100-336060	Miscellaneous Grant (CJCC Grant)	Revenue	Increase	15,000
17	100-9000-611021	Transfer to GF Capital Project	Expense	Increase	15,000
18	350-391100	Capital Project Transfers	Revenue	Increase	15,000
19	350-3210-542500	Equipment - Police	Expense	Increase	15,000

Purchase of Property - 206 North Avenue

Source of Funds: ***Fund Balance***

Purchase of 206 North Avenue

	Item	Account Name	Account Type		Amount
20	100-381000	Use of Fund Balance	Revenue	Increase	1,000,000
21	100-9000-611021	Transfer to GF Capital Project	Expense	Increase	1,000,000
22	350-391100	Capital Project Transfers	Revenue	Increase	1,000,000
23	350-1110-541100	Council - Land	Expense	Increase	1,000,000

Rise-N-Shine

Source of Funds: ***Fund Balance- Assigned/Reserved***

Funds collected/donated for Rise-n-Shine. Amount not spent at year-end is assigned in fund balance to rollover in the new budget year.

	Item	Account Name	Account Type		Amount
24	100-381000	Use of Fund Balance	Revenue	Increase	2,327
25	100-7550-573010	Rise-N-Shine	Expense	Increase	2,327

FY23 Capital Project Budget Rollovers

Source of Funds: ***Assigned Fund Balance***

Rollover unfinished capital projects in the General Fund Capital Project Fund, SPLOST Funds, Water & Sewer Fund and Storm Water Fund

	Item	Account Name	Account Type		Amount
	Economic Development				
26	322-6172-541200	16DSPLOST - Site Imp - PMGM - Mine Shaft Staircase	Expense	Increase	29,929
27	322-6172-541200	16DSPLOST - Site Imp - PMGM - Mine Shaft Entrance Enclosure	Expense	Increase	19,700
28	322-6172-541200	16DSPLOST - Site Imp - PMGM	Expense	Increase	4,833
	Public Safety				
29	322-3210-542500	16DSPLOST - Equipment	Expense	Increase	20,077
30	322-3210-542200	16DSPLOST - Vehicles	Expense	Increase	122,534
31	322-3520-571000	16DSPLOST - DC Fire/EMS Capital Projects	Expense	Increase	516,678
	Streets				
32	321-4210-541410	15CSPLOST -Streets & Sidewalks - (i.e. Resurfacing)	Expense	Increase	170,891
33	321-4210-541410	15CSPLOST - Engineering Svc for Hwy 78 Pedestrian (Sidewalk East Montgomery)	Expense	Increase	20,000
34	321-4210-541410	15CSPLOST - Sidewalk on West Montgomery	Expense	Increase	31,000
35	321-4210-541410	15CSPLOST - South Street Imprv - Adjacent to CC Fire Station	Expense	Increase	22,600
36	321-4210-541410	15CSPLOST - ADA Ramp at Courthouse	Expense	Increase	38,155
37	321-4210-541410	15CSPLOST -Reid Plantation Sidewalk Repair	Expense	Increase	14,015
38	321-4210-541410	15CSPLOST - Berkley Park Sidewalk Repair	Expense	Increase	15,030
39	321-4210-541410	15CSPLOST - Resurfacing GDOT Park-N-Ride Lots - VR 30% Match	Expense	Increase	78,862
40	322-4210-541410	16DSPLOST - Streets & Sidewalks - Douglas SPLOST	Expense	Increase	1,112,658
41	322-4210-541410	16DSPLOST -Improvements to Road Surface on Mirror Lake Dam	Expense	Increase	12,125
42	350-4210-541200	GF - Rebuild Walking Bridge Near Elementary School	Expense	Increase	13,000
43	350-4210-541400	GF - Traffic Calming	Expense	Increase	11,082
44	350-4210-541411	GF - Resurfacing GDOT Park-N-Ride Lots - GDOT 70% Reimbursement	Expense	Increase	184,011

City of Villa Rica **12/12/2023**
Exhibit A
Proposed 2024 Budget Amendments

	Parks & Recreation				
45	321-6110-541320	15CSPLOST - Sites - Gold Dust - Doors & Doorframes	Expense	Increase	31,806
46	322-6110-541201	16DSPLOST - Conners Road Park	Expense	Increase	716,423
47	322-6110-541200	16DSPLOST - Park Capital	Expense	Increase	166,967
48	350-6110-541250	GF - Fullerville - Security Cameras/System	Expense	Increase	5,000
49	350-6110-541220	GF - Gold Dust - Security fence @ maintenance building	Expense	Increase	9,389
50	350-6110-541320	GF - Gold Dust - Renovate Basketball Concession Stand	Expense	Increase	1,200
51	350-6110-541320	GF - Gold Dust - Renovate Bathrooms	Expense	Increase	2,691
52	350-6110-541320	GF - Gold Dust - Replace flooring in Fitness Room	Expense	Increase	3,500
53	350-6110-541330	GF - Vplex - Replace 10-ton HVAC unit / Heat Pump	Expense	Increase	6,554
54	350-6110-541330	GF - Vplex - Renovate Civic Center bathrooms	Expense	Increase	10,943
55	350-6110-541330	GF - Vplex - Update all lights to LED lighting	Expense	Increase	10,070
56	350-6110-542500	GF - Vplex - PA System/ Sound Proofing / Acoustic Panels	Expense	Increase	10,945
57	350-6510-541200	GF - Fence @ Library	Expense	Increase	9,597
	Stormwater				
58	560-4320-541420	Temple Street (Los Cowboys) Drainage - Design	Expense	Increase	79,729
59	560-4320-541420	Temple Street (Los Cowboys) Drainage - Construction	Expense	Increase	994,000
60	560-4320-541420	Stormwater Improvements	Expense	Increase	51,517
61	560-4320-541420	Flowers Culvert	Expense	Increase	88,549
62	560-4320-541420	N Candler Street Drainage - Design	Expense	Increase	49,478
63	560-4320-541420	Old Tanyard Rd Culvert Replacement - Design	Expense	Increase	18,000
64	560-4320-541420	Mirror Lake Dam Drainage - Design	Expense	Increase	40,000
	Customer Service				
65	505-1590-541410	W&S Meters - New Build	Expense	Increase	52,410
66	505-1590-541411	W&S Meters - Warranty Expirations	Expense	Increase	28,142
	Utilities Administration				
67	505-4115-541405	N Ave Waterline Ext (Water Main Rep NE Downtown) GEFA #1	Expense	Increase	2,084,839
68	505-4115-541410	West Plant Influent PC Simonton - GEFA #2	Expense	Increase	1,156,695
69	505-4115-541410	West Plant Pump Screen Addt - GEFA #3	Expense	Increase	333,619
70	505-4115-541400	Shoreline Lift Station Replacement (Engineering Brennan)	Expense	Increase	67,800
71	505-4115-541400	Brennan Jones - Van Wert/Chapman - Lift Stations	Expense	Increase	46,100
72	505-4115-541400	Carter & Sloope - Water Plant	Expense	Increase	403,742
73	505-4115-541400	Carter & Sloope - Hickory Level Rd Water main Upgrade fr 6" to 8"	Expense	Increase	27,500
74	505-4115-541400	Hickory Level Rd Water main Upgrade fr 6" to 8" - Construction	Expense	Increase	297,500
75	505-4115-541400	Supervisory Control & Data Acquisition (SCADA) System Upgrade	Expense	Increase	73,571
76	505-4115-541400	Sewer improv near Nalley Rd & Conner Rd area - Design (Brennan Jones)	Expense	Increase	96,675
77	505-4115-541400	Mirror Lake Connector - Utilities - Design	Expense	Increase	80,408
78	505-4115-541400	Cowan's Lake Pump Improvements	Expense	Increase	35,496
79	505-4115-541400	Carter & Sloope - Design of Maple Street Water Main Upgrade	Expense	Increase	31,100
80	505-4115-541400	Carter & Sloope - North Bypass Utility Relocation & Conners Rd/Hwy 78	Expense	Increase	192,575
81	505-4115-541400	Consolidated Pipe & Supply - DIP	Expense	Increase	288,943
	Wastewater Treatment Plant				
82	505-4330-541200	Weatherstone Lift Station Refurbishment	Expense	Increase	286,126
83	505-4330-541200	Lift Station Refurbishment of Control Panels	Expense	Increase	29,233
84	505-4330-541400	Shoreline Lift Station Replacement (Construction) - ARPA Funds	Expense	Increase	2,463,000
85	505-4330-541400	Conners Road Lift Station - ARPA Funds	Expense	Increase	2,463,000
86	505-4330-541400	Vanwert Rd. Lift Station - Construction - P-GEFA #4	Expense	Increase	700,000
87	505-4330-541300	North Plant Modifications	Expense	Increase	82,499
88	505-4330-541400	Pump Station & Reline Wetwells/Manholes	Expense	Increase	56,696
89	505-4330-541400	North & West Plant - Ultraviolet Light Refurbishment (incl lamp driver kit)	Expense	Increase	43,442
90	505-4330-541400	Vanwert Rd. Lift Station - Construction - Developer Portion	Expense	Increase	800,000
91	505-4330-541400	North Plant Clarifier - P-GEFA #5	Expense	Increase	1,000,000
92	505-4330-542500	Cameras (7) @ North Plant and West Plant and Access Control & Gate	Expense	Increase	8,294
	Water Treatment Plant				
93	505-4420-541300	Replace 3 Chemical Tanks	Expense	Increase	35,000
94	505-4420-541300	Water Plant Building Repairs and Improvements	Expense	Increase	47,473
95	505-4420-541210	Water Plant Driveway Replacement	Expense	Increase	32,527
96	505-4420-541400	Emergency Drainage Repairs to Mirror Lake Parkway/Mirror Lake Dam	Expense	Increase	16,916
97	505-4420-541400	Replacement Motors / Drives / Pumps Etc.	Expense	Increase	64,633
98	505-4420-541400	Flow Control Valve & Flow Meter (Incl Engineering Svcs - Carter & Sloope)	Expense	Increase	8,170
99	505-4420-541400	Lake Cowan or Fashion Upgrades / Raw Water Pump Station Improvements	Expense	Increase	103,706

City of Villa Rica **12/12/2023**
Exhibit A
Proposed 2024 Budget Amendments

Distribution & Collection

100	321-4440-541450	15CSPLOST - Manhole Riser Install	Expense	Increase	25,000
101	322-4440-541450	16DSPLOST - Water & Sewer Pipeline - Douglas County	Expense	Increase	20,546
102	505-4440-541210	Site Improvements for D&C Office	Expense	Increase	25,619
103	505-4440-541410	Commercial Meter	Expense	Increase	42,205
104	505-4440-541460	Service Line & Meter Replacement Program	Expense	Increase	98,915
105	505-4440-541470	Isolation Valve Replacements	Expense	Increase	15,336
106	505-4440-542200	F-450 Dump Truck (new for third crew)	Expense	Increase	48,466
107	505-4440-542200	Service Truck (replace 2000)	Expense	Increase	22,000
108	321-381000	Use of Fund Balance	Revenue	Increase	447,359
109	322-381000	Use of Fund Balance	Revenue	Increase	2,742,470
110	350-391100	Capital Project Transfers In from General Fund	Revenue	Increase	277,982
111	505-1590-549999	W&S Customer Svc - Capital Outlay Distributed	Expense	Decrease	(80,552)
112	505-4115-549999	W&S Utilities - Capital Outlay Distributed	Expense	Decrease	(5,216,563)
113	505-4330-549999	W&S Wastewater - Capital Outlay Distributed	Expense	Decrease	(7,932,290)
114	505-4420-549999	W&S Water Treatment - Capital Outlay Distributed	Expense	Decrease	(308,425)
115	505-4440-549999	W&S Dist. & Coll - Capital Outlay Distributed	Expense	Decrease	(252,541)
116	560-4500-549999	Stormwater - Capital Outlay Distributed	Expense	Decrease	(1,321,273)
117	100-334110	GDOT Reimbursements	Revenue	Increase	184,011
118	100-381000	Use of Fund Balance for Transfers to Fund 350 Capital Projects	Revenue	Increase	93,971
119	100-9000-611021	Transfer to GF Capital Project	Expense	Increase	277,982

City of Villa Rica **12/12/2023**
Exhibit A
Proposed 2024 Budget Amendments

FY23 Rollover - Open Purchase Orders

Source of Funds: ***Assigned Fund Balance***

Rollover FY23 open purchase orders. The funds have been reserved/assigned in fund balance for FY23.

	Item	*Account Name*	*Account Type*		*Amount*
120	100-1110-531600	Mayor & Council - Small Equipment	Expense	Increase	491
121	100-1320-521200	City Manager - Professional Svcs.	Expense	Increase	51,990
122	100-1320-523300	City Manager - Advertising	Expense	Increase	42
123	100-1330-531100	City Clerk - Supplies	Expense	Increase	31
124	100-1330-531400	City Clerk - Books & Periodicals	Expense	Increase	3,541
125	100-1540-523700	Human Resources - Education & Training	Expense	Increase	7,000
126	100-1590-521300	Customer Service - Technical	Expense	Increase	8,895
127	100-1590-531700	Customer Service - Uniforms	Expense	Increase	179
128	100-1590-531710	Customer Service - Operating Supplies	Expense	Increase	312
129	100-2650-531600	Municipal Court - Small Equipment	Expense	Increase	210
130	100-3210-523700	Police - Education & Training	Expense	Increase	15,000
131	100-4210-522210	Streets - M/R Building	Expense	Increase	3,600
132	100-4210-522240	Streets - M/R Grounds	Expense	Increase	60,942
133	100-4210-531710	Streets - Operating Supplies	Expense	Increase	2,723
134	100-4900-522210	Building Maintenance - M/R Building	Expense	Increase	8,200
135	100-4900-531100	Building Maintenance - Supplies	Expense	Increase	340
136	100-4900-531600	Building Maintenance - Small Equipment	Expense	Increase	1,030
137	100-4910-522210	Ground Maintenance - M/R Building	Expense	Increase	7,980
138	100-4910-522240	Ground Maintenance - M/R Grounds	Expense	Increase	9,700
139	100-6110-521200	Recreation Admin - Professional Svcs.	Expense	Increase	2,145
140	100-6110-522210	Recreation Admin - M/R Building	Expense	Increase	6,957
141	100-6110-522240	Recreation Admin - M/R Grounds	Expense	Increase	11,539
142	100-6120-522240	Recreation Athletics - M/R Grounds	Expense	Increase	1,400
143	100-6130-531710	Recreation Events - Operating Supplies	Expense	Increase	300
144	100-6172-522220	PMGM - M/R Equipment	Expense	Increase	401
145	100-6172-522240	PMGM - M/R Grounds	Expense	Increase	1,369
146	100-6172-531310	PMGM - Concessions/Gift Shop	Expense	Increase	393
147	100-6172-531710	PMGM - Operating Supplies	Expense	Increase	139
148	100-6510-521200	Library - Professional Svcs.	Expense	Increase	12,800
149	100-6510-531710	Library - Operating Supplies	Expense	Increase	20
150	100-7400-521200	Community Development - Professional Services	Expense	Increase	3,482
151	100-7400-523300	Community Development - Advertising	Expense	Increase	42
152	100-7550-531100	Main Street - Supplies	Expense	Increase	80
153	275-7540-572010	Hotel/Motel Fund Tourism - Product Dev.	Expense	Increase	5,928
154	505-4115-521200	Utilities Admin - Professional Services	Expense	Increase	111,874
155	505-4330-531710	Wastewater - Operating Supplies	Expense	Increase	49
156	505-4420-522220	Water Treatmt - M/R Equipment	Expense	Increase	2,535
157	505-4420-531110	Water Treatmt - Supplies	Expense	Increase	5,812
158	505-4420-531600	Water Treatmt - Small Equipment	Expense	Increase	3,107
159	505-4440-522220	Dist. & Collection - M/R Equipment	Expense	Increase	1,240
160	505-4440-531710	Dist. & Collection - Operating Supplies	Expense	Increase	12,348
161	540-4500-521200	Sanitation & Solid Waste - Professional Services	Expense	Increase	20,000
162	560-4320-521200	Stormwater - Professional Services	Expense	Increase	3,994
163	560-4320-523850	Stormwater - Contract Labor	Expense	Increase	13,729
164	100-381000	Use of Fund Balance - Reserved/Assigned in FY23	Revenue	Increase	223,273
165	275-381000	Use of Fund Balance - Reserved/Assigned in FY23	Revenue	Increase	5,928
166	505-381000	Use of Fund Balance - Reserved/Assigned in FY23	Revenue	Increase	136,965
167	540-381000	Use of Fund Balance - Reserved/Assigned in FY23	Revenue	Increase	20,000
168	560-381000	Use of Fund Balance - Reserved/Assigned in FY23	Revenue	Increase	17,723

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. 16-168, attached hereto, and incorporated as Exhibit A.

Section 2. That any increase or decrease in appropriations or revenue of any fund or for any department; the establishment of new capital projects; or the establishment of new grant projects other than those expectations provided for herein, shall require approval of the City Council.

Section 3. That the City Manager and his/her designee may promulgate all necessary internal rules, regulations, and policies to ensure that this Budget Amendment Resolution is followed.

Section 4. This Resolution shall be effective immediately upon its adoption.

1. It is hereby declared to be the intention of the Mayor and City Council that all sections, paragraphs, sentences, clauses, and phrases of this Resolution are and were, upon their enactment, believed by the Mayor and City Council to be fully valid, enforceable, and constitutional.

2. It is hereby declared to be the intention of the Mayor and City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause, or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of same. It is hereby further declared to be the intention of the Mayor

and City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of same.

3. In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and City Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the same and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Resolution shall remain valid, constitutional, enforceable, and of full force and effect.

4. All ordinances or resolutions and parts of ordinances or resolutions in conflict herewith are expressly repealed.

5. The within resolution shall become effective upon its adoption.

SO RESOLVED AND EFFECTIVE this the _____ day of _____, 2023.

Approved:

_____
Gil McDougal, Mayor

Attest:

_____
Theresa Campbell, City Clerk

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Write off Customer Receivables
AGENDA DATE: 12-12-2023

DATE PREPARED: 11-29-2023
PREPARED BY: Jennifer Hallman, Finance Director

AMOUNT: $45,353.61
GL ACCOUNT #: 505-1590-574000 & 540-1590-574000
FUNDING SOURCE: Water & Sewer Fund and Sanitation & Solid Waste Fund
BUDGETED ITEM? Yes - $52,000

PURPOSE: To write-off uncollectible customer accounts from October 2022 through September 2023. There are 175 accounts totaling $45,353.61.

BACKGROUND: The City has improved collection methods for receivables over the past several years. Cycle billing was implemented in October 2017 and the delinquent time allowed was shortened significantly. Also, the deposit amount was increased in April 2018.

Villa Rica's Write Off History		
Time Period	**Amt.**	**% of Rev.**
Nov '17 - Sept '18	$ 31,850	0.53%
Oct '18 - Sept '19	34,996	0.40%
Oct '19 - Sept '20	35,705	0.39%
Oct '20 - Sept '21	47,715	0.51%
Oct '21 - Sept '22	33,876	0.35%
Oct '22 - Sept '23	45,354	0.44%

Entity Comparison - Write Offs As a % of Revenue		
Entity	**Range**	**Avg.**
Carrollton	0.10% - 0.51%	0.31%
Carroll Cty Water	0.35% - 0.51%	0.43%
Villa Rica	0.35% - 0.53%	0.44%
Dville/DC Water	0.75% - 0.93%	0.91%

STAFF RECOMMENDATION: Write off uncollectible amounts as part of year-end procedures.

MOTION: I move to authorize staff to write off 175 uncollectible accounts totaling $45,353.61, as presented.

Customer #	Service Address	Balance	Garbage	W&S	Total	NOTES
3.105100.04	779 W BANKHEAD HWY #RESTAURANT#3	4,119.39	-	4,119.39	4,119.39	Huge leak & already received 2 months of adjustments
1.402200.27	434 THOMAS DORSEY DR	1,564.26	87.94	1,476.32	1,564.26	Usage over 20K each month and no payment was ever made
4.304620.23	65 CROSS CREEK CT	1,534.57	99.30	1,435.27	1,534.57	Leak invoice for adjustment was not submitted
2.220045.02	287 BERKLEY DR	1,420.33	146.14	1,274.19	1,420.33	Leak disconnected for nonpay & no payment made
2.201200.14	209 S CARROLL RD	1,305.66	103.64	1,202.02	1,305.66	3 months of high usage & no invoice turned in for adjustment
3.105500.10	811 W BANKHEAD HWY#BLDG	966.68	-	966.68	966.68	Sold property & final bill not paid (normal usage every month)
8.800096.16	2603 CELLARS COURT	827.08	99.15	727.93	827.08	Balance paid then customer reported payment as fraud
1.210300.14	115 HARPER ST	795.48	167.01	628.47	795.48	Balance paid then customer reported payment as fraud
2.240058.02	648 AMBERWOOD DR	759.30	173.60	585.70	759.30	3 months of high usage & no invoice turned in for adjustment
6.604000.16	150 MELLERAY CT	699.89	153.96	545.93	699.89	
9.290059.04	140 BROOKHAVEN DR	697.87	132.63	565.24	697.87	
8.250042.15	2023 SWEET BAY DR	654.15	143.72	510.43	654.15	
4.204000.24	311 NORTH AVE	603.91	134.26	469.65	603.91	
1.400600.02	407 THOMAS DORSEY DR	603.09	82.11	520.98	603.09	
8.800061.17	2227 CORKSCREW WAY	599.27	92.22	507.05	599.27	
9.320042.01	205 AUGUSTA WOODS DR	580.64	134.48	446.16	580.64	
1.320002.12	213 E WILSON ST#2A	566.67	-	566.67	566.67	
9.000085.16	409 REMINGTON CT	553.21	108.08	445.13	553.21	
4.303100.02	215 ANDERSON RD	530.39	141.00	389.39	530.39	
3.309000.08	108 S VILLA RD	520.57	-	520.57	520.57	
3.315801.07	195 HWY 61 CONN #2in00 BLDG	519.66	-	519.66	519.66	
9.200057.13	154 WHETSTONE WAY	477.62	96.95	380.67	477.62	
2.230094.05	661 NINE OAKS CIR	454.06	126.76	327.30	454.06	
9.320174.02	900 CAMILLA CT	453.65	89.17	364.48	453.65	
9.200157.09	102 ROCKY BR WAY	452.74	53.23	399.51	452.74	
8.100063.02	9820 CANONGATE PKWY	440.10	55.34	384.76	440.10	
9.270130.23	130 ALTON CIRCLE	439.87	67.10	372.77	439.87	
3.415808.01	161 COMMERCE DR	438.01	-	438.01	438.01	
8.150651.05	3026 NEW HAVEN LANE	424.08	53.59	370.49	424.08	
2.209000.00	406 S CARROLL RD	406.86	97.68	309.18	406.86	
9.320015.08	244 AUGUSTA WOODS DR	406.59	99.80	306.79	406.59	
9.300056.08	725 CRYSTAL BAY RD	398.77	55.72	343.05	398.77	
9.222184.04	1150 RED BUD CIR	390.32	89.16	301.16	390.32	
1.313906.14	149 PARIS DR	357.85	-	357.85	357.85	
9.000103.04	509 ASHFORD CT	328.77	57.32	271.45	328.77	
8.280014.02	2588 GRAYTON LOOP	326.19	130.48	195.71	326.19	
1.323908.10	78 SOUTHSIDE DR	323.55	-	323.55	323.55	
4.500010.04	143 PIN OAK TRAIL	319.39	54.29	265.10	319.39	
6.606100.14	148 WATERFORD DR	318.17	-	318.17	318.17	
5.405500.14	964 ROCKMART RD	309.52	128.17	181.35	309.52	
6.603700.09	170 MELLERAY CT	308.41	37.67	270.74	308.41	
4.200700.20	217 N CARROLL RD	306.22	66.50	239.72	306.22	
1.329750.20	730 SPRING ST	302.12	44.89	257.23	302.12	
1.401190.32	730 PARKER ST	301.16	22.80	278.36	301.16	
2.230049.09	519 GREAT OAK PL	294.70	66.74	227.96	294.70	
4.401100.20	75 PARKWAY CIR	292.83	106.44	186.39	292.83	
1.324023.08	778 CARROLLTON-V R HWY	292.61	-	292.61	292.61	

Customer #	Service Address	Balance	Garbage	W&S	Total	NOTES
6.606100.15	148 WATERFORD DR	287.38	53.65	233.73	287.38	
8.800054.13	2241 CORKSCREW WAY	283.54	51.54	232.00	283.54	
9.320030.04	222 AUGUSTA WOODS DR	281.31	84.18	197.13	281.31	
1.313150.04	126 EVERGREEN DR	280.16	-	280.16	280.16	
1.339085.13	209 E WILSON ST#107	275.55	-	275.55	275.55	
1.306500.31	2107 OLD SCENIC DR	275.04	-	275.04	275.04	
9.100095.01	335 FREEMAN CIR	265.22	59.16	206.06	265.22	
2.270005.06	124 INVERNESS DR	261.59	83.37	178.22	261.59	
5.204300.12	506 OLD TOWN RD	255.59	19.95	235.64	255.59	
9.310009.13	228 RALEIGH WAY	255.12	56.04	199.08	255.12	
6.105500.42	152 RIDGE DR	252.22	-	252.22	252.22	
9.320153.02	343 AUGUSTA WOODS DR	251.06	103.99	147.07	251.06	
9.320132.02	1010 NANDINA CT	245.83	84.15	161.68	245.83	
9.320162.02	334 AUGUSTA WOODS DR	243.92	87.18	156.74	243.92	
3.114700.21	608 WALLS ST	242.13	44.87	197.26	242.13	
1.328207.16	225 E WILSON ST#7	241.22	-	241.22	241.22	
5.307600.02	268 HARLAN LANE RD	239.24	-	239.24	239.24	
9.500005.05	127 CHADWICK PLACE	238.21	41.00	197.21	238.21	
8.130409.05	1014 FAIRWAY SEVEN	237.61	67.45	170.16	237.61	
9.320029.03	224 AUGUSTA WOODS DR	231.53	77.58	153.95	231.53	
1.339132.18	209 E WILSON ST#158	230.81	-	230.81	230.81	
9.200097.13	209 MILLWHEEL DR	227.06	101.82	125.24	227.06	
6.603300.18	157 WATERFORD DR	226.23	51.59	174.64	226.23	
9.320094.06	527 FIRETHORN CT	223.69	49.20	174.49	223.69	
1.402500.38	428 THOMAS DORSEY DR	223.33	72.32	151.01	223.33	
3.118400.16	654 CLEARVIEW ST	221.69	30.39	191.30	221.69	
5.406900.27	724 ROCKMART RD	220.00	92.03	127.97	220.00	
9.200153.11	209 MILLSTREAM RID	209.09	45.16	163.93	209.09	
8.250014.12	1026 SYCAMORE LANE	208.29	51.59	156.70	208.29	
2.230016.05	323 OAKHAVEN WAY	207.88	54.41	153.47	207.88	
2.240201.16	207 OAKWOOD PL	206.11	33.18	172.93	206.11	
9.320077.05	516 FIRETHORN CT	202.15	51.29	150.86	202.15	
1.339098.21	209 E WILSON ST#124	201.97	-	201.97	201.97	
9.310001.13	100 VICKSBURG DR	198.56	32.02	166.54	198.56	
2.240002.02	102 ASHBURY DR	195.76	52.34	143.42	195.76	
1.400500.17	401 THOMAS DORSEY DR	195.70	73.72	121.98	195.70	
3.117900.35	631 SOUTH ST #6	187.15	75.69	111.46	187.15	
2.240186.10	302 SILKWOOD PL	177.70	68.21	109.49	177.70	
2.205900.17	401 S CARROLL RD	173.65	90.66	82.99	173.65	
8.250032.09	1011 SYCAMORE LANE	173.46	44.04	129.42	173.46	
8.110478.10	2736 NAUTICAL WAY	172.61	35.16	137.45	172.61	
1.404116.03	318 THOMAS DORSEY DR #6	170.19	-	170.19	170.19	
4.403100.20	64 PARKWAY CIR	169.14	52.72	116.42	169.14	
6.103900.12	338 RIDGE DR	167.35	-	167.35	167.35	
9.100002.04	321 FREEMAN CIR	161.62	66.85	94.77	161.62	
2.302100.09	325 W BANKHEAD HWY	158.66	-	158.66	158.66	
1.327653.16	209 E WILSON ST#29	155.91	-	155.91	155.91	

Customer #	Service Address	Balance	Garbage	W&S	Total	NOTES
9.100318.03	508 BRADY DR	151.34	31.14	120.20	151.34	
9.329114.01	802 GOLDEN BELL WAY	148.86	33.62	115.24	148.86	
3.307200.14	133 S VILLA RD	148.41	-	148.41	148.41	
9.320144.04	1007 NANDINA CT	147.91	31.72	116.19	147.91	
4.304200.20	503 BOLIJERI BLVD	146.06	59.62	86.44	146.06	
1.339090.21	209 E WILSON ST#112	144.95	-	144.95	144.95	
9.320169.02	320 AUGUSTA WOODS DR	144.81	51.32	93.49	144.81	
6.603700.10	170 MELLERAY CT	143.49	17.46	126.03	143.49	
1.339068.14	209 E WILSON ST#90	139.91	-	139.91	139.91	
1.327655.35	209 E WILSON ST#31	135.55	-	135.55	135.55	
1.339057.22	209 E WILSON ST#85	131.29	-	131.29	131.29	
5.209801.31	651 OLD TOWN RD #B	129.17	32.17	97.00	129.17	
9.270194.20	194 ALTON CIRCLE	128.75	36.35	92.40	128.75	
1.329000.16	333 THOMAS DORSEY DR	127.29	39.86	87.43	127.29	
5.202500.14	512 SUSAN DR	125.39	54.17	71.22	125.39	
9.320158.02	342 AUGUSTA WOODS DR	123.21	46.17	77.04	123.21	
1.323903.32	22 SOUTHSIDE DR	121.37	-	121.37	121.37	
2.300400.27	510 SPRING ST	111.95	21.92	90.03	111.95	
9.270189.01	189 ALTON CIRCLE	110.49	19.63	90.86	110.49	
9.270404.01	404 ERIN COURT	105.86	28.48	77.38	105.86	
1.313932.08	170 PARIS DR	104.78	-	104.78	104.78	
3.401000.14	211 ROCKMART RD	103.13	24.11	79.02	103.13	
1.110100.09	410 MCCAULEY ST	100.24	24.85	75.39	100.24	
9.200146.15	202 MILLSTREAM RIDGE	99.14	31.23	67.91	99.14	
6.103620.01	1312 LAKE PARADISE RD	92.00	-	92.00	92.00	
9.200152.08	211 MILLSTREAM RID	87.74	38.16	49.58	87.74	
8.110489.18	2758 NAUTICAL WAY	80.91	33.39	47.52	80.91	
9.320026.05	230 AUGUSTA WOODS DR	80.65	33.61	47.04	80.65	
9.320097.06	521 FIRETHORN CT	80.33	12.27	68.06	80.33	
9.100033.02	334 FREEMAN CIR	79.02	32.93	46.09	79.02	
1.339062.26	209 E WILSON ST#118	75.63	-	75.63	75.63	
8.120858.05	2003 BARRINGTON LN	72.59	17.18	55.41	72.59	
2.230022.15	359 OAKHAVEN WAY	65.74	9.23	56.51	65.74	
8.250045.09	2029 SWEET BAY DR	64.72	26.99	37.73	64.72	
1.401400.07	737 PARKER ST	64.15	21.87	42.28	64.15	
8.800115.06	2451 NAPA VALLEY DR	63.34	11.40	51.94	63.34	
1.339132.21	209 E WILSON ST#158	63.30	-	63.30	63.30	
9.320163.02	332 AUGUSTA WOODS DR	61.01	14.58	46.43	61.01	
9.000172.12	721 NEWPORT CT	59.68	13.32	46.36	59.68	
9.000072.10	129 CONCORDE DR	55.70	9.31	46.39	55.70	
8.300014.07	9993 HARMON SPRINGS	53.52	16.83	36.69	53.52	
1.323400.04	200 TOLBERT DR	53.19	-	53.19	53.19	
1.328700.30	321 THOMAS DORSEY DR	47.01	17.94	29.07	47.01	
2.302700.14	402 W BANKHEAD HWY	34.16	-	34.16	34.16	
8.250052.19	2022 SWEET BAY DR	33.23	4.86	28.37	33.23	
8.270134.09	1056 SOUTHWOOD DR	33.02	7.69	25.33	33.02	
2.220070.04	412 CHASTAIN CT	31.41	12.59	18.82	31.41	

Customer #	Service Address	Balance	Garbage	W&S	Total	NOTES
6.202100.06	38 N PINE PL	29.15	-	29.15	29.15	
9.270146.32	146 ALTON CIRCLE	28.19	4.29	23.90	28.19	
3.315807.02	161 COMMERCE DR-IRRI	27.48	-	27.48	27.48	
1.339080.31	209 E WILSON ST#102	25.35	-	25.35	25.35	
5.302500.08	65 HIDDEN VALLEY DR	25.16	-	25.16	25.16	
2.240016.01	130 ASHBURY DR	24.39	3.73	20.66	24.39	
9.120013.10	9465 PEBBLE CREEK CT	24.37	9.81	14.56	24.37	
1.339127.31	209 E WILSON ST#153	24.25	-	24.25	24.25	
2.220049.01	307 BERKLEY DR	23.95	3.44	20.51	23.95	
1.401800.17	455 THOMAS DORSEY DR	23.29	4.64	18.65	23.29	
6.604500.15	110 MELLERAY CT	21.98	9.69	12.29	21.98	
1.339005.20	209 E WILSON ST#50	21.90	-	21.90	21.90	
1.323914.16	95 SOUTHSIDE DR	20.80	-	20.80	20.80	
9.100167.03	405 JADA LN	20.69	2.80	17.89	20.69	
8.110440.09	2716 MARINER WAY	17.15	3.33	13.82	17.15	
1.339048.21	209 E WILSON ST#78	16.22	-	16.22	16.22	
3.109600.13	926 N LASSETTER CIR	15.76	3.15	12.61	15.76	
9.100139.02	533 AMELIA CT	15.40	6.05	9.35	15.40	
8.150649.07	3022 NEW HAVEN LANE	6.21	0.95	5.26	6.21	
1.404115.04	318 THOMAS DORSEY DR #5	5.90	-	5.90	5.90	
9.140122.04	3490 MIST CT	5.20	-	5.20	5.20	
9.220017.05	301 DAY LILY WAY	5.06	-	5.06	5.06	
3.405004.01	810 WHITE ST	3.91	-	3.91	3.91	
6.102300.13	67 PINE LN	3.24	-	3.24	3.24	
5.500029.11	147 BROOKSIDE WAY	3.06	-	3.06	3.06	
9.120003.23	9600 POOLE RD	2.93	0.76	2.17	2.93	
3.305900.25	66 N VILLA RD	2.44	-	2.44	2.44	
5.200057.06	557 MCCURDY RD	1.98	-	1.98	1.98	
3.206300.16	1001 ROCKY BRANCH DR	1.76	-	1.76	1.76	
2.230725.00	766 GREAT OAK PLACE	1.48	0.39	1.09	1.48	
1.339104.20	209 E WILSON ST#130	1.44	-	1.44	1.44	
2.103600.14	203 MAPLE ST	1.27	-	1.27	1.27	
9.270233.02	233 ALTON CIRCLE	1.27	0.04	1.23	1.27	
1.339070.23	209 E WILSON ST#92	0.12	-	0.12	0.12	
175 Accts.	**TOTALS**	**$ 45,353.61**	**$ 6,708.58**	**$ 38,645.03**		

FY23 Revenue (User Fees)		
Total	Sanitation/SW	Water & Sewer
$ 10,349,715	$ 1,694,938	$ 8,654,777
0.44%	0.40%	0.45%

Customer #	Service Address	Balance	Garbage	W&S	Total	NOTES

Villa Rica's Write Off History		
Time Period	Amt.	% of Rev.
Nov '17 - Sept '18	$ 31,850	0.53%
Oct '18 - Sept '19	34,996	0.40%
Oct '19 - Sept '20	35,705	0.39%
Oct '20 - Sept '21	47,715	0.51%
Oct '21 - Sept '22	33,876	0.35%
Oct '22 - Sept '23	45,354	0.44%

Entity Comparison - Write Offs As a % of Revenue		
Entity	Range	Avg.
Carrollton	0.10% - 0.51%	0.31%
Carroll Cty Water	0.35% - 0.51%	0.43%
Villa Rica	0.35% - 0.53%	0.44%
Dville/DC Water	0.75% - 0.93%	0.91%

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Audio/Video Equipment Purchase

AGENDA DATE: Dec. 12, 2023

DATE PREPARED: Nov. 28, 2023
PREPARED BY: Ken Denney, Public Information Officer

AMOUNT: Not to exceed $8,000
GL ACCOUNT #: 100-1320-521200
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes
PUBLIC HEARING: No

PURPOSE: To approve purchase of city-owned audio/visual equipment for in-house video productions.

BACKGROUND: The City of Villa Rica uses photographic and video content for internal and external communications. Currently, video and some photographic content is created by outside agencies at considerable cost. Yet the current state of technology allows the creation of high-resolution images and cinematic quality videos by a single person, and with a modest investment in equipment.

In the 2024 Fiscal Year budget adopted by the Council, $15,000 was allocated for video production projects; this was part of the funds allocated for branding/logo/website/city app.

The proposal before the council is to make an initial investment in equipment for a studio that would be built within the Old Library by city crews.

For the Council's information, a portion of the studio could be rented out to social media influencers in west Georgia. Rental of the studio and part of the equipment could bring in private revenues for the purchase of more equipment.

STAFF RECOMMENDATION: Staff recommends that the equipment be purchased now so that we can record upcoming city events.

IMPACT: The in-house production of most video and some photographic creative content will save money that can instead be allocated elsewhere.

MOTION: I move that the City Council authorize the purchase of audio/visual production equipment for an amount not to exceed $8,000.

City of Villa Rica
Audio and Video Equipment Purchase

There are two sets of equipment being proposed: one for a fixed location and the other for mobile/field use. Some of the portable equipment can be used within the studio.

Studio		
Content creation		
Item		***Cost***
Podcast equipment bundle		$200
Basic microphones		$180
Basic camera / vlogging kit		$190
Basic tripod (X3)		$63
Total Content Creation Cost		**$633**
Lighting		
Item		***Cost***
Studio Ceiling Rail system (permanent installation)		$759
	Accessory	
	Multi-scene Continuous Output Studio lighting system (2)	$324
2-Pack LED video Light		$50
Desktop video conference light		$50
Basic studio kit with umbrella, box lights		$180
Reflectors		$15
Ring light with tripod		$37
Total Lighting cost		**$1,415**
Furnishings		
Acoustic tiles / soundproofing Tables / product shoot surfaces Desk Chairs / couch Assorted props, like bookshelves, fireplace, etc. Assorted wall decorations; perhaps decorated sets		***Costs unknown***
Total studio equipment costs		**$2,048**

Mobile/Field equipment

Video capture

Item		*Cost*
iPhone 14 pro with two-year Verizon contract		**$549.99**
	Accessory	
	Filmic Pro smartphone-based editing software	**$40 / yearly**
Insta360 Flow Gimbal Stabilizer		**$139**
	Accessory	
	ULANZI light with cold shoe Microphone mount for gimbal	**$38**
Smartrig vlogging cage		**$249**
Power bank		**$40**
Power bank holder		**$23**
Miscellaneous		
Camera tripods (X3)		**$111 ($37 each)**
Optional		
Item		***Cost***
Sony a6400 camera w/bundle		**$928**
OR		
Canon EOS M50 Mark II bundle		**$730**
Total Video Capture Cost		**$3,237** ***With Optional Equipment:*** **$4165 / $3,967**

Video editing

Item		*Cost*
iPad 9th generation		**$479**
	Accessories	
	Lumafusion editing app **Paperlike screen protector**	**$30** (one-time purchase) **$45**
Logitech case with keyboard and trackpad		**$126**
Apple Pencil Generation I		**$99**
Total Video Editing Cost		**$779**

Sound Capture

Zoom H6 portable recorder		**$230**
PreSonus AudioBox USB 96 Audio Interface		**$100**
DJI Wireless mic and receiver		**$249**
Handheld Interview adapter (for DJI wireless mic)		**$27**
	Accessory	

	Customized microphone flag	$20
Movo VXR10 microphone and accessories (for mounting on the smartphone cage)		$40
	Accessory	
	Apple USB-C to 3.5mm adapter	$9
PowerDeWise lavalier mic		$34
Total Sound Capture cost		**$709**
Miscellaneous equipment		
SanDisk 2TB SSD		$122
XLR Microphone & assorted cables, SD cards, gel filters, replacement lighting bulbs		Cost unknown
Total Known Mobile Equipment		**$4,847** (with optional equipment $5,775 / $5,577)

Totals	
Fixed Studio equipment	**$2,048**
Mobile equipment	**$4,847** (with optional equipment $5,775 / $5,577)
Grand Total	**$6,895** (with optional equipment $7,823 / $7,625)

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Street Design Coordination With BM&K

AGENDA DATE: December 12, 2023 **DATE PREPARED:** December 03, 2023

PREPARED BY: Tom Barber

AMOUNT: $10,000 **GL ACCOUNT #: 321-4210-541410**

FUNDING SOURCE: Carroll SPLOST **BUDGETED ITEM? Yes**

PURPOSE: To approve an agreement with Falcon Design to coordinate their plans with those of Haynes Gipson and BM&K so that the Cleghorn/Anderson road improvements can be bid and awarded. Falcon is also being asked to oversee the resulting construction of the road upgrade for an amount not to exceed 3% of the construction contract.

BACKGROUND: The City engaged BM&K to design an upgrade to Cleghorn Street and Anderson Road. Fuqua Development engaged Haynes Gipson to design their portion of the Villa Rica Parkway. The City later engaged Falcon Design to design their portion of the Villa Rica Parkway. The removal of the roundabout and addition of a traffic light where the roads meet requires several revisions to the plans of each firm.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: Coordinating the plans of the three engineers will allow us to put the project out to bid.

MOTION: I move to authorize the Mayor to execute an agreement with Falcon Design for an amount not to exceed $10,000. Falcon will also be engaged to oversee construction of the project for a fee not to exceed 3% of the construction contract.

FALCON DESIGN

*ENGINEERING * LAND PLANNING * SURVEYING *
*CONSTRUCTION MANAGEMENT * LANDSCAPE ARCHITECTURE*
WWW.FDC-LLC.COM

November 2, 2023

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

RE: Cleghorn Road Improvements, Villa Rica, GA

Dear Mr. Barber:

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

Project Scope & Fees

1. **Bidding Assistance: $10,000.00**

   - Coordinate with design engineer for revisions to road plans to match signalized intersection at proposed Villa Rica Parkway.
   - Value engineering review of current road plans.
   - Review final road plans to ensure compliance with new signalized intersection at Villa Rica Pkwy.
   - Prepare Contract Documents and Technical Specifications (from design engineer) for the project suitable for bidding by the City's Procurement Department.
   - Assist the City's Procurement Department with conducting a pre-bid meeting for the project.
   - Assist the City's Procurement Department with responses to written questions for the project.
   - Assist the City's Procurement Department with developing project addenda, as required.
   - Assist the City's Procurement Department with bid opening.
   - Develop a Bid Tabulation sheet for the project.
   - Review bidder's references and provide recommendation of award to the City as requested by the City's Procurement Department

2. **Construction Administration: 3% (Total base bid of awarded contract)**

   - Phone and email communications with Client and Contractor.
   - Review shop-drawing and product submittals for general conformance with the intent of construction documents.
   - Make site visits (observations) appropriate to the stage, progress, and quality of the work. These sites include a pre-construction meeting, two normal construction observation site visits, a substantial completion inspection, and a final inspection.
   - Produce written reports, as necessary, for site observation visits and make recommendations relative to the progress of the work.
   - Assist the Client in the preparation of Change Orders relating to the site construction items, if required. Provide invoice review and recommendations.
   - Shop drawing review.
   - Request and review all required geotechnical testing and provide recommendations as needed.

- Coordinate with contractor for all required closeout documents and verify GIS as-built survey.

Reimbursable Expenses:

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

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

Additional Services

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

- Modifications to previously approved work "Change of Scope"
- Submittal Fees (Review/Recording)
- Wall Design
- Irrigation Design
- Lighting Plan
- Environmental Permitting

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

Contract Conditions

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

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

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

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

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

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

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

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

Sincerely,
Falcon Design Consultants, LLC

Adam L. Price, P.E.
Managing Partner

John Palmer
President

Accepted and Agreed:

_____
Signature

_____
Title

_____
Date

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Survey Required for Construction of Villa Rica Parkway

AGENDA DATE: December 12, 2023 **DATE PREPARED:** December 03, 2023

PREPARED BY: Tom Barber

AMOUNT: $51,792 **GL ACCOUNT #: 270-4210-541401**

FUNDING SOURCE: Eastside TAD **BUDGETED ITEM?** Yes

PURPOSE: To approve a proposal from Falcon Design to survey more than 40 parcels to support the construction of the Villa Rica Parkway.

BACKGROUND: The construction of the Villa Rica Parkway is going to impact a number of parcels near our downtown and through part of the Cleghorn neighborhood. Staff anticipates the use of condemnation powers to make some of these acquisitions. The City Attorney's office has already started work on the required documentation. Next, we need an ALTA boundary survey of each parcel.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: Completion of this process will move us one step closer to the construction of the Villa Rica Parkway.

MOTION: I move to authorize the Mayor to engage Falcon Design to perform ALTA boundary surveys on the attached list of parcels for an amount not to exceed $ 51,792.00.

FALCON DESIGN

*ENGINEERING * LAND PLANNING * SURVEYING *
*CONSTRUCTION MANAGEMENT * LANDSCAPE ARCHITECTURE*
WWW.FDC-LLC.COM

November 7, 2023

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

RE: Myrtle Street, City of Villa Rica, GA

Dear Mr. Barber:

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

Project Scope & Fees

1. **ALTA Survey:** **See attached chart**

   - An ALTA boundary survey for the parcel as identified above will be performed in accordance with the 2021 minimum standard detail requirements for ALTA/ACSM Land Title Surveys and the Table A items attached to this proposal (the "ALTA Standards").
   - Title package for each property will be provided by the City of Villa Rica.

Reimbursable Expenses:

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

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

Additional Services

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

- Modifications to previously approved work "Change of Scope"
- Submittal Fees (Review/Recording)

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

Contract Conditions

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

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

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

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

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

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

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

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

Sincerely,
Falcon Design Consultants, LLC

Adam L. Price, P.E.
Managing Partner

John Palmer

President

Accepted and Agreed:

_____
Signature

_____
Title

_____
Date

Now/Formerly Table						
NUMBER	TAX PARCEL ID	OWNER	ADDRESS	PARCEL AREA APPROX. (ACRES)	PARCEL PERIMETER APPROX. (FEET)	Price
1	V05 0150024	LARGE THOMAS J & PATRICIA T FAMILY FAMILY LIMITED PARTNERSHIP	100 GORDON ST	0.40	600	$ 1,200.00
2	V05 0150023	DAVIS KENNETH R	105 W GORDON ST	4.00	2600	$ 5,200.00
3	V05 0150095	DAVIS KENNETH R	GORDON ST	0.44	600	$ 1,200.00
4	V05 0150121	ROWE DARRIUS	393 DARDEN ST	0.18	400	$ 800.00
5	V05 0150044	LUKE R E C/O NELSON LUKE	DARDEN ST	0.29	500	$ 1,000.00
6	V05 0150078	THOMAS A DORSEY BIRTHPLACE & GOSPEL HERITAGE FESTIVAL INC	DARDEN ST	0.29	600	$ 1,200.00
7	V05 0150050	PRITCHETT JENETTE & CHARLIE	405 DARDEN ST	0.94	800	$ 1,600.00
8	V05 0150048	SCOTT MICHAEL JR	125 MCCAULEY ST	0.81	800	$ 1,600.00
9	V05 0150049	BROWN CHRISTOPHER J	415 DARDEN ST	0.13	300	$ 600.00
10	V05 0150047	NALLS WILLARD	115 MCCAULEY ST	0.25	500	$ 1,000.00
11	V05 0150046	TUIT HOLDINGS LLC	105 MCCAULEY ST	0.58	700	$ 1,400.00
12	V05 0150059	DOBBS JIMMIE LUE	410 DARDEN ST	0.97	900	$ 1,800.00
13	V05 0150075	SINKFIELD ZELVE	DARDEN ST	0.38	600	$ 1,200.00
14	V05 0150081	HANEY DEVELOPMENT LLC	DARDEN ST	0.44	800	$ 1,600.00
15	V05 0150056	DANLEY HOMER	416 DARDEN ST	0.49	600	$ 1,200.00
16	V05 0180022	WORTHAM FRANCES C/O LUPITA STYLES	MYRTLE ST	0.28	600	$ 1,200.00
17	V05 0180023	WARREN MABEL WORTHAM C/O LUPITA STYLES	MYRTLE ST	0.29	600	$ 1,200.00
18	V05 0180024	DOBBS HAZEL JONES	514 MYRTLE ST	0.25	500	$ 1,000.00
19	V05 0180025	PETERSON HENRY S & KAREN E (JTRS)	516 MYRTLE ST	0.58	700	$ 1,400.00
20	V05 0180084	JEAN VANTOINE L	520 MYRTLE ST	0.58	700	$ 1,400.00
21	V05 0180026	PRITCHETT MARY E & CHARLENE EVATE	526 MYRTLE ST	0.52	700	$ 1,400.00
22	V05 0180027	PRITCHETT MARY E & CHARLENE EVATE	227 MYRTLE ST	0.52	700	$ 1,400.00
23	V05 0180053	BENNETT RICHARD G JR	MYRTLE ST	0.68	700	$ 1,400.00
24	V05 0180031	HITCHCOCK D L & CHURCHILL CAROLYN M/JTRS	MYRTLE ST	0.49	700	$ 1,400.00
25	V05 0150025	SHATTLES CORY & ERRICK LAUREN (JTRS)	E. GORDON ST.	0.78	960	$ 1,920.00
26	V05 0150026	COX LOIS	E. GORDON ST.	0.64	930	$ 1,860.00
27	V05 0150083	GEORGE KEVIN & HEATHER (JTRS)	E. GORDON ST.	0.92	980	$ 1,960.00
28	V05 0150028	CLARK CAROLINE W	E. GORDON ST.	0.92	990	$ 1,980.00
29	V05 0150045	MCCAULEY WILLIAMS EST	END OF MCCAULEY BEHIND CHURCH	0.74	770	$ 1,540.00
30	V05 0150043	HAYES RUTH C/O D & L PROPERTY MANAGEMENT, LLC	END OF MCCAULEY BEHIND CHURCH	0.31	600	$ 1,200.00
31	V05 0150041	DOLLINGER ROBERT VERLIN & RUTH E (JTRS)	END OF MCCAULEY BEHIND CHURCH	0.58	700	$ 1,400.00
32	V05 0170003	HUDGINS DONALD	N. CARROLL RD.	0.33	560	$ 1,120.00
33	V05 0170002	TAYLOR WILLAMS J AS TRUSTEE OF THE TESTAMENTARY TRUST OF BEONA C TAYLOR	N. CARROLL RD.	0.54	650	$ 1,300.00
34	V05 0160004	LARMAC, INC	N. CARROLL RD.	0.23	440	$ 880.00
35	V05 0160005	BRYAN PATRICIA	N. CHANDLER ST.	1.86	1116	$ 2,232.00
			TOTAL	22.63	25896	$ 51,792.00

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Amendment to South Street Improvements with Georgia & West, Inc.

AGENDA DATE: December 12, 2023 **DATE PREPARED:** December 03, 2023

PREPARED BY: Tom Barber

AMOUNT: $9,250.00 **GL ACCOUNT #: 321-4210-541410**

FUNDING SOURCE: Carroll SPLOST **BUDGETED ITEM? Yes**

PURPOSE: To approve an amendment to our agreement with Georgia & West to design additional street improvements along the rear of the proposed Carroll County fire station.

BACKGROUND: As part of the Eastside TAD the City committed to improve South Street to support fire engine traffic from Highway 78 to the west side of the former Georgia State Patrol site. Georgia & West has been approved to design these improvements. During the initial design it was determined that rear access is preferred over side access from South Street. Georgia & West has been asked to propose on the design of a connecting road from South Street to Commerce Drive to allow rear access and straight-through truck traffic.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: Providing rear access to the new fire station is a much better use of the old GSP site. This will also allow the City to partner with Carroll County Public Works and the developer on the construction of the rear connector road.

MOTION: I move to authorize the Mayor to approve amendment 1 to the agreement with Georgia & West for an amount not to exceed $9,250.00.

GEORGIA & WEST, INC.
ENGINEERING • LAND SURVEYING • LAND PLANNING

October 6, 2023

Tom Barber
City of Villa Rica
571 W. Bankhead Hwy.
Villa Rica, GA 30180

RE: Amendment 1 to South Street Improvements Proposal

Dear Sir:

Georgia and West, Inc. requests to amend the previously approved engineering and surveying proposal for the above-referenced project to account for additional services requested to include design of a proposed road to connect South Street and Commerce Drive. The scope of services included in this proposal amendment are limited to the portion of the road from South Street to the proposed fire station driveway entrance (see enclosed exhibit).

The additional cost for the services requested is shown below.

SERVICE		FEE
ROAD DESIGN & CONSTRUCTION PLANS FOR SOUTH STREET/COMMERCE DRIVE CONNECTOR ROAD This scope EXCLUDES stormwater management (i.e. water quality, channel protection, and stormwater detention) for the proposed roadway	$	7,250.00
BID ADMINISTRATION No additional fee, assuming this scope will be bid as part of South Street Improvements project)	$	0.00
CONSTRUCTION ADMINISTRATION This additional fee assumes this scope may be constructed in a phase separate from South Street Improvements)	$	2,000.00
TOTAL	$	9,250.00

The Terms and Conditions in the South Street Improvements proposal apply to this amendment.

If you have any questions, please do not hesitate to call.

Sincerely,
Georgia and West, Inc.

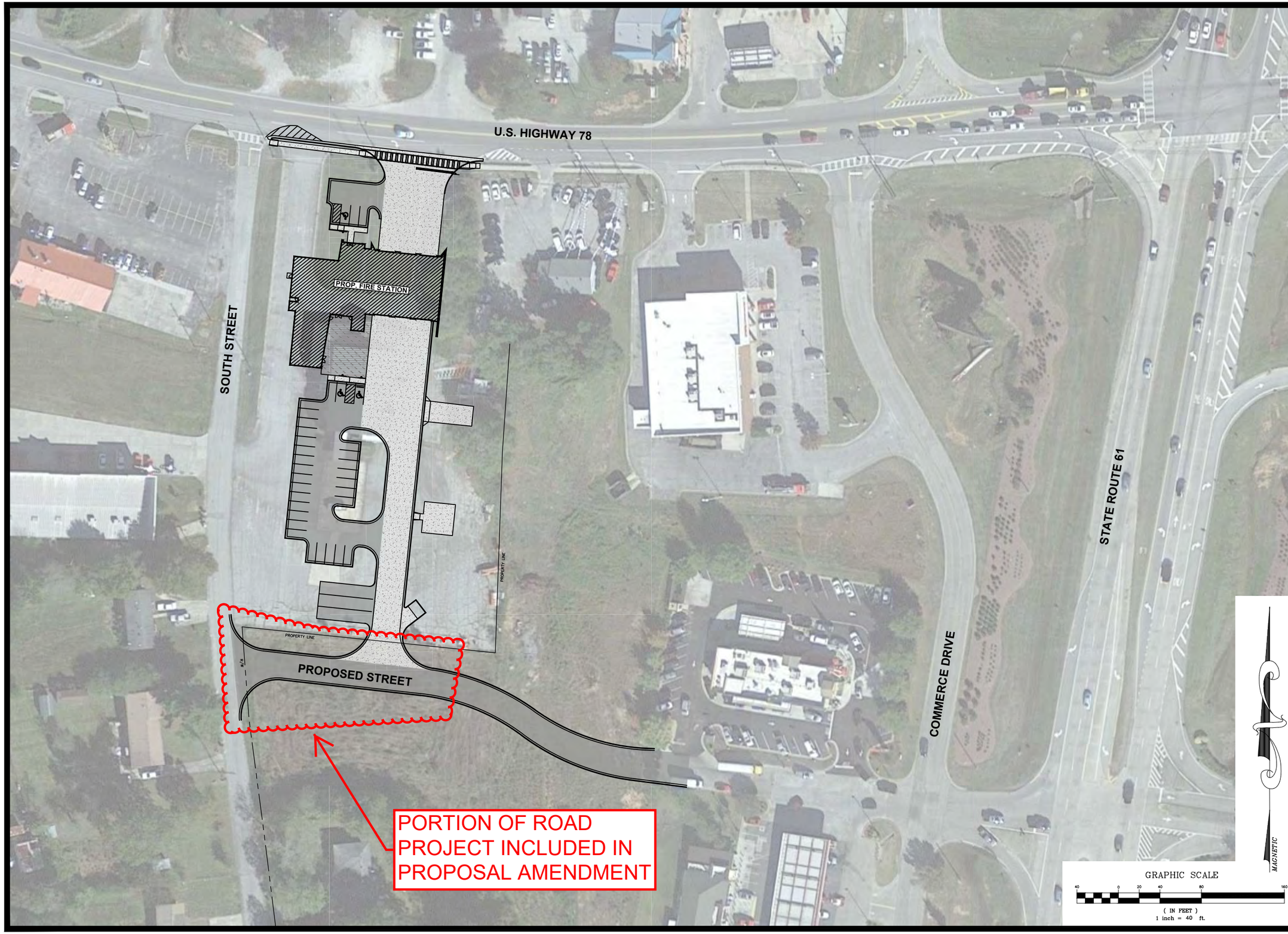
John D. Bass, P.E.
President

Accepted By: _____
Print or type individual, firm or corporate body name

_____, _____
Signature of Authorized Representative Title

Date: _____

Enclosure



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: 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	1306158	JDB

SHEET 1 OF 1

O:\PROJECT FOLDERS\2013\1306158_CITY OF VILLA RICA-VR FIRE STATION ROAD\DWG\1306158_PRELIM-VR DRIVE OPTION (2023-06-27).dwg, 6/27/2023 6:16:08 PM

Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Relocation of WIC Office to Powell Park

AGENDA DATE: 12-12-23 **DATE PREPARED:** 12-05-23

PREPARED BY: Nic Griffin

AMOUNT: Not to exceed $40,000 **GL ACCOUNT #:** 270-4210-541401

FUNDING SOURCE: Eastside TAD **BUDGETED ITEM?** Yes

PURPOSE: To relocate the WIC Office from Cleghorn Park to the City's property at Powell Park.

BACKGROUND: Currently, the Georgia Department of Public Health operates their Women, Infants, and Children (WIC) program from a triple-wide modular structure located at 201 Cleghorn street. Due to the land swap with Arbour Valley Communities this property is no longer owned by the City, and the building needs to be relocated. The organization's preference is to move to Powell Park. The building can be split into three sections so that it can be transported and reassembled. During the transition, perhaps lasting one month, the Villa Rica WIC staff will work partly from two offices in Powell Park and partly from their Carrollton facility.

Staff is seeking to obtain a not exceed budget of $40,000. Our staff will prepare the site, install the water and sewer lines, and coordinate the installation of other needed utilities. The City's MOU with Arbour Valley Communities requires them to assist with the cost of the relocation.

STAFF RECOMMENDATION: Staff recommends engaging a transport company to disassemble the current structure, haul it to 524 Leslie Drive, and reassemble it. This process will be the least invasive and inconvenient to the WIC program's daily operation. We are hoping to make this happen during January and February.

IMPACT: WIC staff will be able to operate while the relocation is underway.

MOTION: I move to authorize the City Manager to spend up to $40,000 to disassemble, transport and reassemble the WIC building at Powell Park. Staff is also authorized to prepare the site and install utilities while providing the WIC program with temporary office space in the park's building.