

CITY COUNCIL
LESLIE MCPHERSON, MAYOR
SHIRLEY MARCHMAN, MAYOR PRO TEM
MATTHEW MONTAHAN
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
January 9, 2024 | 1:30 PM

A. Governing Body

1. Appointments to Joint City/School Board Committee
2. Reappointment of Ward 5 Planning & Zoning Commissioner (Danny Carter, Councilman)
3. Abandonment and Transfer of Walnut Drive to Villa Rica Housing Authority (C. David Mecklin, City Attorney)

B. Community Development (Tracy Jarvis, Director)

1. Affiniti Golf Partners LLC d/b/a Bobby Jones Links and Public Hearing (Nyree Simpson, Licensing Specialist)
2. SI Management Inc. d/b/a Korner Store and Public Hearing (Nyree Simpson, Licensing Specialist)
3. VA-16-23 - Variance Request from Section 9.15(2) of the Villa Rica Sign Ordinance at 123 Conners Road and Public Hearing (Shaun Daniels, City Planner)
4. RA-05-23 – Rezoning from Commercial Medium-Density (C2) to Industrial Low-Density (I1) for property located at the SE corner of Highway 61 and Whitworth Road and Public Hearing (Shaun Daniels, City Planner)

C. Information Technology Jim Chambers, CIO

1. ARMIS Renewal (Jim Chambers, CIO)

D. Library Dr. Rachel Linn, Library Manager

1. Appointment and Reappointment of Members to Library Advisory Board (Dr. Rachel Linn, Library Manager)

E. Public Works (Hal Burch, Director)

1. Repave Conners Road Cart Path (Hal Burch, Public Works Director)
2. Repair Sidewalk at Hixtown Brewery (Hal Burch, Public Works Director)
3. Repair of Reid Plantation Sidewalks (Hal Burch, Public Works Director)
4. Stone Street Paving Project (Hal Burch, Public Works Director)
5. Repairs of Parking Lot at World Changers (Hal Burch, Public Works Director)

F. Utilities (John Bain, Director)

1. Mini-Excavator Purchase - (Jason Waddell, Distribution Operations Manager)
2. Lake Paradise Dam Renovation (John Bain, Utilities Director)

G. Finance (Jennifer Hallman, Finance Director)

1. FY24 Budget Amendments #169 - 237 (Jennifer Hallman, Finance Director)

H. City Manager (Tom Barber)

1. Development Agreement with Old Stone Road Residential, LLC (C. David Mecklin, Jr., City Attorney)
2. Development Agreement for Conners Landing Lift Station (Tom Barber, City Manager)
3. Development Agreement for Northwoods @ Mirror Lake Phase III Lift Station (Tom Barber, City Manager)
4. Reduction of Speed Limit on Clearview Street (Tom Barber, City Manager)
5. Sandra Morris, Grant Writer (Tom Barber, City Manager)
6. For BM&K to modify their engineering plans to accommodate a traffic light at the intersection of Villa Rica Parkway and Cleghorn Street. (Tom Barber, City Manager)
7. Survey of Powell Park and Gold Dust Park (Tom Barber, City Manager)

Review of the Agenda (Mayor Leslie McPherson)

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 Packet

SUBJECT: Appointment of Planning Commission Member to Ward 5 Seat

CITY COUNCIL AGENDA DATE: January 9, 2024

DATE: January 9, 2024

PREPARED BY: LeAnne Wilkins

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To make an appointment into the vacant seat on the Planning and Zoning Commission Board for the term of January 1st 2024 – December 31st 2025.

BACKGROUND: This is a reappointment to a term ending December 31st, 2025. Ashley Head just completed the term for Nancy Mims, and Councilman Danny Carter wishes for her to continue. (application attached).

STAFF RECOMMENDATION: N/A

IMPACT: Fulfilling the vacant seat on the commission board.

MOTION: I move to approve the appointment of Ashley Head to the Planning and Zoning Commission for the term of January 1st 2024 – December 31st 2025.

APPLICANT INFORMATION

Name Ashley Head

Occupation Senior Closer Employer Coats & Cordle

Home Address 137 Legacy Dr

City Villa Rica State GA Zip 30180

Phone 770 906 8798 Email Ashley@coatsandcordle.com

Which Board, Commission or Authority do you wish to be appointed to?

☐	Downtown Development Authority
☐	Historic Preservation Commission
☐	Housing Authority Board
☐	Library Advisory Board
☐	Main Street Advisory Board
☒	Planning & Zoning Commission
☐	Recreation Advisory Commission
☐	Villa Rica Cemetery Committee
☐	Villa Rica Development Authority

How long have you been a resident of Villa Rica?

14 Years

Do you own a business in Villa Rica?

☐ Yes☒ No

If yes, what is the name and address of your business?

Are you current with all your financial obligations to the City?

☒ Yes☐ No

Are you willing and able to attend training sessions on-site or off-site if provided by the City?

☒ Yes☐ No

Are you able to meet the attendance requirements of the position for which you are applying?

☒ Yes☐ No

Do you know of any circumstances that would result in you having to abstain before the Board, Commission or Authority?

No

Do you or your employer, or your spouse, child, relative, or their employers, do business with the City of Villa Rica? If yes, please explain.

Yes, My 17yr old son, Brady Perry works at the rec department part time.

Do you have employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board, Commission and Authority?

☐ Yes ☒ No

If yes, please explain.

Please briefly explain your reasons for wishing to serve on the Board, Commission or Authority you select.

I would like the opportunity to make my community better and shape the future of Villa Rica.

Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice?

☒ Yes ☐ No

If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

Downtown Development
Recreation Advisory Committee

APPLICANT STATEMENT

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



Signature



Printed Name



Date

APPLICANT INFORMATIONName Douglas A. LangOccupation Retired Employer N/AHome Address 262 S. Carroll Rd.City Villa Rica State GA Zip 30180Phone (770) 862-5967 Email DAL59@ATT.NET

Which Board, Commission or Authority do you wish to be appointed to?

- | | |
|-------------------------------------|----------------------------------|
| ☒ | Downtown Development Authority |
| ☒ | Historic Preservation Commission |
| ☐ | Housing Authority Board |
| ☐ | Library Advisory Board |
| ☐ | Main Street Advisory Board |
| ☒ | Planning & Zoning Commission |
| ☐ | Recreation Advisory Commission |
| ☐ | Villa Rica Cemetery Committee |
| ☐ | Villa Rica Development Authority |

How long have you been a resident of Villa Rica? 28 yearsDo you own a business in Villa Rica? ☐ Yes ☒ No

If yes, what is the name and address of your business?

Are you current with all your financial obligations to the City? ☒ Yes ☐ No

Are you willing and able to attend training sessions on-site or off-site if provided by the City?

☒ Yes ☐ No

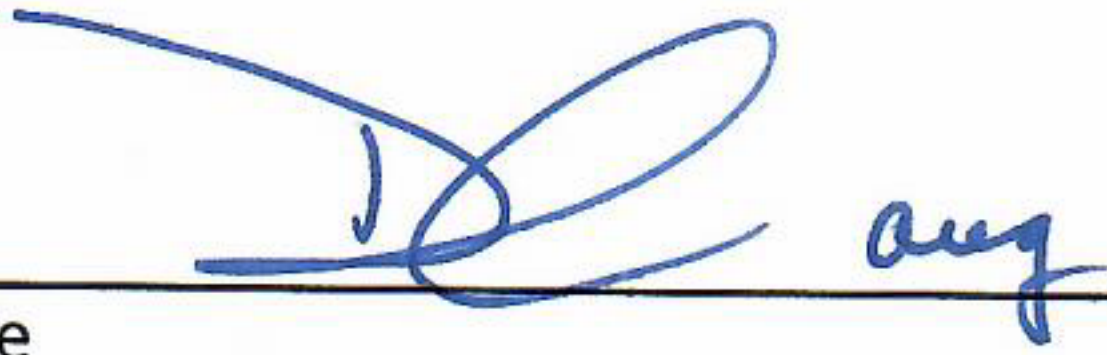
Are you able to meet the attendance requirements of the position for which you are applying?

☒ Yes ☐ No

APPLICANT STATEMENT

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

Signature



Printed Name

Douglas A. Lang

Date

Dec. 29, 2023

Do you know of any circumstances that would result in you having to abstain before the Board, Commission or Authority?

NO

Do you or your employer, or your spouse, child, relative, or their employers, do business with the City of Villa Rica? If yes, please explain.

NO

Do you have employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board, Commission and Authority?

☐ Yes ☒ No

If yes, please explain.

Please briefly explain your reasons for wishing to serve on the Board, Commission or Authority you select.

I LOVE VR AND I WANT TO SERVE !

I HAVE experience in all of these AREAS.

Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice?

☒ Yes ☐ No

If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):



APPLICATION FOR BOARD, COMMISSION OR AUTHORITY APPOINTMENT

**CITY OF VILLA RICA
571 W. Bankhead Hwy
Villa Rica, GA 30180**

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

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

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

Please return signed application to:

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

tcampbell@villarica.gov

Questions? Contact the City Clerk at 678-840-1229

APPLICANT INFORMATIONName JAMES WALTER STOVALLOccupation RETIRED ENGINEER Employer N/AHome Address 2016 CREEKHEAD DRIVECity VILLA RICA State GA Zip 30180Phone 678-427-4816 Email STOV1647@GMAIL.COM

Which Board, Commission or Authority do you wish to be appointed to?

☐	Downtown Development Authority
☐	Historic Preservation Commission
☐	Housing Authority Board
☒	Library Advisory Board
☐	Main Street Advisory Board
☐	Planning & Zoning Commission
☐	Recreation Advisory Commission
☐	Villa Rica Cemetery Committee
☐	Villa Rica Development Authority

How long have you been a resident of Villa Rica? 5 YEARSDo you own a business in Villa Rica? ☐ Yes ☒ No

If yes, what is the name and address of your business?

Are you current with all your financial obligations to the City? ☒ Yes ☐ No

Are you willing and able to attend training sessions on-site or off-site if provided by the City?

☒ Yes ☐ No

Are you able to meet the attendance requirements of the position for which you are applying?

☒ Yes ☐ No

Do you know of any circumstances that would result in you having to abstain before the Board, Commission or Authority?

No

Do you or your employer, or your spouse, child, relative, or their employers, do business with the City of Villa Rica? If yes, please explain.

NONE, OTHER THAN BUYING WATER, SEWERAGE, AND TRASH
PICK-UP SERVICES.

Do you have employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board, Commission and Authority?

☐ Yes ☒ No

If yes, please explain.

Please briefly explain your reasons for wishing to serve on the Board, Commission or Authority you select.

I HAVE ALWAYS BEEN A STRONG ADVOCATE OF LIBRARY SERVICES
IN THE COMMUNITIES IN WHICH I HAVE LIVED.

Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice?

☒ Yes ☐ No

If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

VILLA RICA DEVELOPMENT AUTHORITY, PLANNING AND ZONING
COMMISSION, HOUSING AUTHORITY BOARD

APPLICANT STATEMENT

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

James W. Stovall
Signature

JAMES W. STOVALL
Printed Name

DECEMBER 30, 2023
Date

BOARD, COMMISSION AND AUTHORITY INFORMATION

Downtown Development Authority (DDA) Term: 4 years | Members: 7

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

Historic Preservation Commission (HPC) Term: 3 years | Members: 6

This commission is appointed by the City Council and administers the historic regulations in the City of Villa Rica. Commissioners review requests for retaining wall grants, revolving loan applications, building permit applications and demolition permit requests.

Housing Authority Board (HAB) Term: Indefinite | Members: 5

The function and responsibility of the HAB is to plan, develop, and administer a public housing program for the City of Villa Rica. Members are appointed by the Mayor.

Library Advisory Board (LAB) Term: 3 years | Members: 7

Acts in an advisory capacity to the branch manager of the Villa Rica Public Library. Members recommend operational policies for the library, assist the Branch Manager with the annual budget request to the City Council, adopt bylaws and regulations for internal operations, and represent the library to the community. The City Manager, Branch Manager and WGRL Director serve as nonvoting members.

Main Street Advisory Board (MSAB) Term: 2 years | Members: 7

This Board is appointed by the City Council and works to promote and create a thriving central business district in Downtown Villa Rica and along primary entrance corridors into the central downtown business district.

Planning & Zoning Commission (P&Z) Term: 1 year | Members: 5

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

Recreation Advisory Commission (RAC) Term: 3 years | Members: 7

The purpose of the RAC is to make recommendations to the City Council regarding parks and recreation plans, policies, programs and projects.

Villa Rica Cemetery Committee Term: 3 years | Members: 6

Functions include making recommendations to the City on all aspects of the management and operations of the city's cemeteries.

Villa Rica Development Authority (VRDA) Term: 4 years | Members: 7

The VRDA exists to provide bond financing for community and economic development projects with a goal of increasing job opportunities within the community, supporting education and health care, and providing housing for underserved communities, all of which benefit the residents of the city of Villa Rica and the state of Georgia.

PROCEDURES FOR BOARD, COMMISSION OR AUTHORITY APPOINTMENT

1 | Approximately four weeks before the end of a Board or Commission term, the City Clerk will notify the Mayor and City Council and the members of the Board or Committee affected of the positions and citizens whose terms will be expiring.

2 | The City Clerk will cause this information to be posted via the City's website, electronic newsletter or other means to inform the residents in the city. This notice will also include qualifications (if any) to serve. The Mayor and City Council will set the timeframe for the acceptance of applicants.

3 | Applications may be sent to the City Clerk. The Mayor and City Council may interview candidates at its discretion. The Mayor and City Council retains all responsibilities and rights to select candidates, nominate and confirm appointments as required by the City Charter and Code of Ordinances.

4 | After any appointment, the new Board or Commission member, as well as the other members of that Board or Commission will receive a letter notifying them of their appointment and be scheduled to be administered an Oath of Office.

Please return signed application to:

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

tcampbell@villarica.gov

Questions? Contact the City Clerk at 678-840-1229



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Abandonment and transfer of Walnut Drive to Villa Rica Housing Authority

AGENDA DATE: January 9, 2024

DATE PREPARED: January 5, 2024

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 Villa Rica Housing Authority proposes to move forward with the development of Phase 2 of the Walton Trails project to improve public housing inside the City of Villa Rica. The development and construction of Phase 2 will require that an existing city street be consumed into the development of Phase 2. Walnut Drive has already been identified by the Tax Assessor's Office in Carroll County as a part of the Phase 1 development of Walton Trails. It is necessary for the City to formally abandon Walnut Drive and then to transfer the abandoned right-of-way to the Housing Authority of Villa Rica so that the abandoned road right-of-way can be made a part of the actual development of the Villa Rica Housing Authority project.

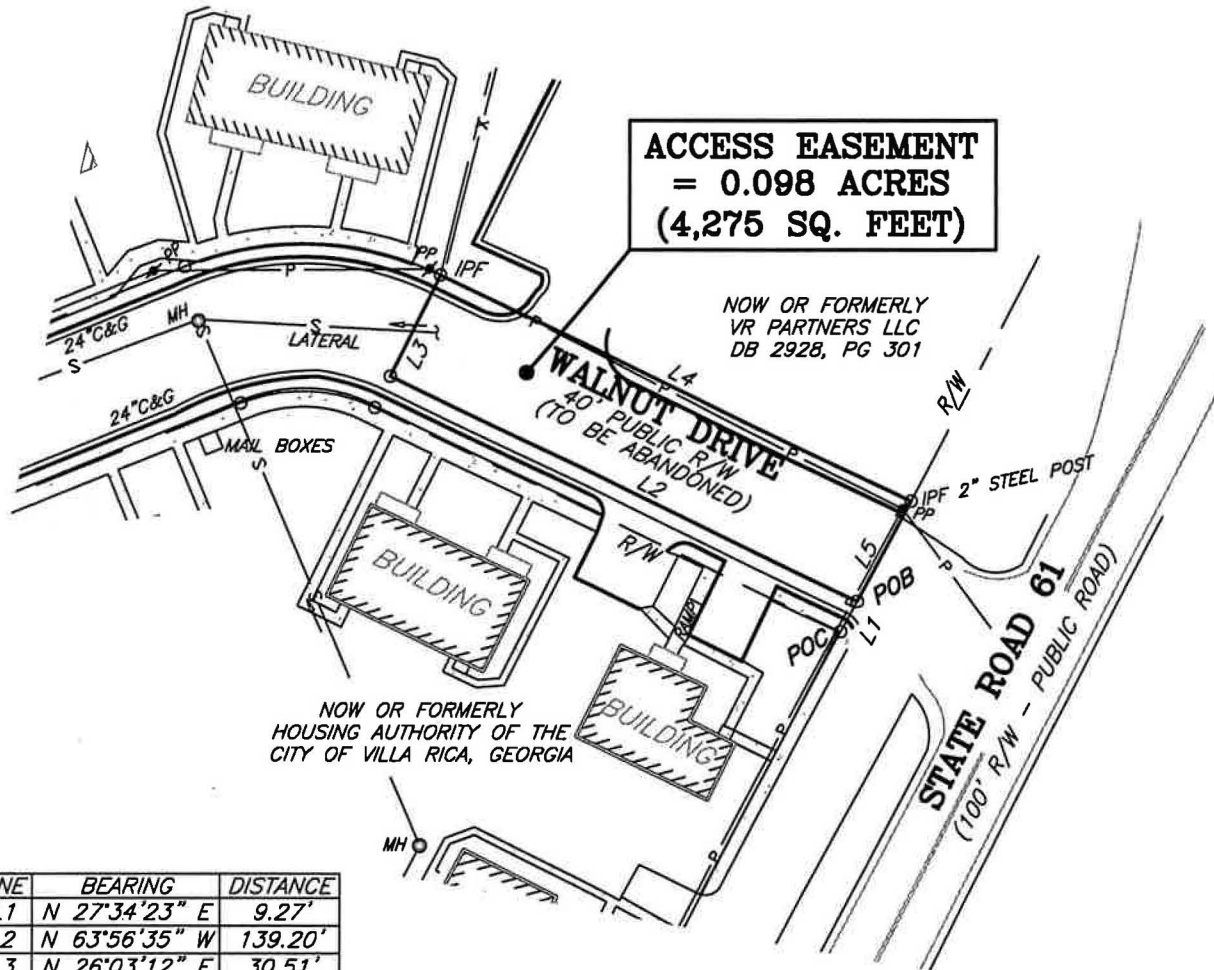
The City previously abandoned all of Walnut Drive with the exception of the portion shown on Exhibit A as "Access Easement." The Housing Authority has reached an agreement with the adjoining property owner so that this remaining portion of Walnut Drive may be abandoned and turned over to the Villa Rica Housing Authority pursuant to the general terms of the City's previous agreement with the Housing Authority.

STAFF RECOMMENDATION: Staff recommends that the Council approve the abandonment of Walnut Drive and the approval of the Agreement transferring the abandoned road right-of-way to the Villa Rica Housing Authority.

MOTION: a) I move to abandon that portion of the public right-of-way of Walnut Drive as shown on the attached drawing; b) I move to approve the Agreement transferring the abandoned portion of Walnut Drive to the Villa Rica Housing Authority pursuant to the terms of the Agreement attached hereto.

LEGEND

IPF	IRON PIN FOUND
IPS	IRON PIN SET
PID	PARCEL I.D.
RB	REBAR
OTP	OPEN TOP PIPE
R/W	RIGHT OF WAY
DB	DEED BOOK
PB	PLAT BOOK
PG	PAGE
MH	MANHOLE
24" C&G	24" CURB & GUTTER
PP	POWER POLE



LINE	BEARING	DISTANCE
L1	N 27°34'23" E	9.27'
L2	N 63°56'35" W	139.20'
L3	N 26°03'12" E	30.51'
L4	S 64°02'13" E	140.02'
L5	S 27°34'23" W	30.75'

ACCESS EASEMENT EXHIBIT

FOR
HOUSING AUTHORITY OF
THE CITY OF VILLA RICA, GEORGIA

LAND LOT 192
CARROLL COUNTY
AUGUST 2, 2023

6TH DISTRICT
GEORGIA
SCALE: 1" = 50'

TECHNICAL SURVEY SERVICES, INC.
Land Surveyors

1641 AUTUMN BLVD, NE
CONYERS, GEORGIA 30012

Telephone (770) 922-6391
FAX (770) 922-0767

JOB: 2011-008 SCREEN FILE: VILLA RICA ACCESS EASEMENT.DWG

50 0 50 100



GRAPHIC SCALE - FEET

Walton Trail

Access Easement

All that tract or parcel of land lying and being in Land Lot 192 of the 6th District, City of Villa Rica, Carroll County, Georgia and being more particularly described as follows:

To Reach the TRUE POINT OF BEGINNING commence at a point found at the intersection of the southwesterly Right of Way of Walnut Drive (40' R/W) and the southeasterly Right of Way of State Road 61 (100' R/W) thence running along the southeasterly Right of Way of State Road 61 North 27° 34' 23" East a distance of 9.27 feet to a point and the TRUE POINT OF BEGINNING; from point thus established and leaving said Right of Way North 63° 56' 35" West a distance of 139.20 feet to a point; thence North 26° 03' 12" East a distance of 30.51 feet to a point; thence South 64° 02' 13" East a distance of 140.02 feet to a 2" steel post found on the aforementioned southeasterly Right of Way of State Road 61; thence running along said Right of Way South 27° 34' 23" West a distance of 30.75 feet to the TRUE POINT OF BEGINNING. Said tract contains 0.098 Acres (4,275 Square Feet).

**INTERGOVERNMENTAL AGREEMENT RELATING
TO WALNUT DRIVE IN THE CITY OF VILLA RICA**

This **AGREEMENT** (the "Agreement") is made on this 11 day of July, 2023 by and between the **CITY OF VILLA RICA, GEORGIA** (the "City") and **THE HOUSING AUTHORITY OF THE CITY OF VILLA RICA, GEORGIA**, a public body corporate in politic, organized and existing under the laws of the State of Georgia (the "Authority").

W I T N E S S E T H:

WHEREAS, the City of Villa Rica has abandoned a part of its public road system known as Walnut Drive as shown highlighted in blue on the attached Exhibit A; and

WHEREAS, the City of Villa Rica does desire to dispose of the abandoned portion of Walnut Drive; and

WHEREAS, the abandoned portion of Walnut Drive is wholly encompassed within the City of the authorities development known as Walton Trail Phases I and II; and

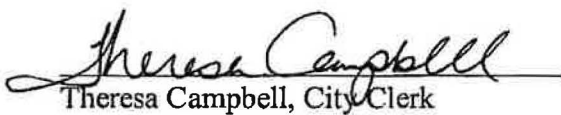
WHEREAS, the City of Villa Rica does desire to encourage the Authority to expand and improve its public housing facilities within the City of Villa Rica.

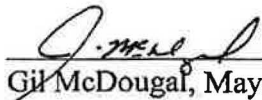
NOW, THEREFORE, BE IT HEREBY agreed between the parties as follows:

1. The City of Villa Rica shall transfer the abandoned right-of-way of Walnut Drive, as shown highlighted in blue on Exhibit A, to the Authority by quitclaim deed.
2. The Authority shall incorporate the abandoned portion of Walnut Drive, as shown highlighted in blue on Exhibit A, into the construction, development, and continued maintenance of its project known as Walton Trial Phases I and II.
3. Pursuant to this Intergovernmental Agreement, the Authority shall utilize the portion of Walnut Drive deeded to it hereunder to improve public housing within the City of Villa Rica.

This 11 day of July, 2023.

Attest:


Theresa Campbell, City Clerk


Gil McDougal, Mayor



(signatures continue on the following page)

HOUSING AUTHORITY OF THE
CITY OF VILLA RICA

By: Richard Chambers
Executive Director

Attest:

Wanda Noth

RESOLUTION

WHEREAS, the City of Villa Rica is the owner of a public road currently known as Walnut Drive located within the City of Villa Rica; and

WHEREAS, Walnut Drive is shown on a plat attached hereto as Exhibit A; and

WHEREAS, much of Walnut Drive is incorporated into a development owned by the Villa Rica Housing Authority known as Walton Trails Phases I and II; and

WHEREAS, the portion of Walnut Drive which has been incorporated within Walton Trails Phases I and II no longer serves a public purpose; and

WHEREAS, the City of Villa Rica has taken steps to receive the consent and permission from the Villa Rica Housing Authority to close that portion of Walnut Drive shown on Exhibit A and described as "Access Easement."

NOW THEREFORE, be it hereby resolved by the Mayor and Council of the City of Villa Rica that the portion of Walnut Drive shown as "Access Easement" on Exhibit A is hereby abandoned as a public roadway.

IT IS FURTHER RESOLVED that the roadway so abandoned may be transferred to the Villa Rica Housing Authority.

IT IS SO RESOLVED on this _____ day of January, 2024.

Leslie McPherson, Mayor

Attest:

Theresa Campbell, City Clerk



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Affiniti Golf Partners LLC d/b/a Bobby Jones Links
AGENDA DATE: January 9, 2024

DATE PREPARED: December 29, 2023
PREPARED BY: Nyree Simpson, Occupational Tax & Alcohol Licensing Specialist

PUBLIC HEARING: YES

PURPOSE: To present an application for Pouring License for Private Club to City Council for approval. The location address is known as 1000 Canongate Parkway, Villa Rica, GA 30180 in the county of Douglas.

BACKGROUND:

The premises of Mirror Lake Golf Club in Mirror Lake golf course and residential planned development is a 36-hole golf private course which was originally a part of Canongate Gold Clubs operating in Georgia. In conjunction with a pending sale the applicant is proposing to receive a pouring license for serving distilled spirits inside the golf club and on its' premises. The club also serves beer in the open-air areas of the club using cart coolers.

The current owner Sequoia Golf LLC – Mirror Lake LLC d/b/a Mirror Lake Golf Club is selling the club to SG Chapel Hills LLC. Following the sale, SG Chapel Hills LLC will contract with a third-party, professional golf club management company known as Affiniti Golf Partners LLC, a Georgia limited liability company, d/b/a Bobby Jones Links.

Upon approval the current owner will formally close-out both their occupational tax permit and surrender their current alcohol license permit to both the City of Villa Rica and the State of Georgia as stipulated in the ordinance. It is worthy to note that during this transaction neither occupational tax nor alcohol license permit fees have lapsed, as both have been renewed by the current owner Sequoia Golf LLC.

STAFF RECOMMENDATION: Approval.

MOTION: I move to approve the request for an alcohol license permit for the business of Affiniti Golf Partners LLC d/b/a Bobby Jones Links.



Public Hearing Date

City Council: January 9, 2024

Request: Alcoholic License Permit

Project Description: Pouring License for Private Club

Applicant: Affiniti Golf Partners LLC d/b/a Bobby Jones Links
4205 Alister Park Drive
Cumming, GA 30040

Location: 1000 Canongate Parkway
Villa Rica, GA 30180

Parcel Number(s): 01790250017

Current Zoning: PD (Planned Development)

Current Land Use: Private Recreational

Location and Zoning Requirements:

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

Sec. 3-46. Zoning Restriction

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

The subject property is zoned PD (Planned Development)

Sec. 4-70. Proximity Restrictions:

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

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

Sec. 4-29 Investigation; Hearing:

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

Staff Comments:

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

Recommendation:

The City Council is requested to consider the project review discussed in this report and those given verbally at this meeting, and that the Council concurs that the proposed application is consistent with the Alcoholic Beverages Ordinance. The Council is recommended to approve the proposed Pouring License Private Club application.

Public Notice:

The public has been notified of the applicant's request for an alcohol license permit for consumption on premises by placement of an advertisement in the Times-Georgian on December 23, 2023. The applicant also placed a sign on the premises of 1000 Canongate Parkway as required by the ordinance.



Nyree Simpson
Occupational Tax & Alcohol Licensing Specialist

Attachments:

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



CITY OF VILLA RICA ALCOHOL LICENSE APPLICATION

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

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

NON-REFUNDABLE APPLICATION FEE

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

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

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

TYPE OF OUTLET

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

PART I

I. Type of Ownership

- ☐ Individual ☐ Partnership ☒ Corporation (LLC)

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

Full Name

Address

(B) If corporation/partnership, give corporate/partnership name: Affiniti Golf Partners, LLC
Federal Tax ID: 26-3671531

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

① Stephen Patrick Willy 4205 Alister Park Drive, Cumming, GA 30040
Full Name Address % Interest 26%

② Whitney Hallock Crouse 15376 Birmingham Hwy, Milton, GA 30004
Full Name Address % Interest 26%

Full Name Address % Interest

Full Name Address % Interest

③ 100% Voting Rights

Describe the principle business of the corporation/partnership:

Golf Course Management Company

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

Stephen Patrick Willy 4205 Alister Park Drive, Cumming, GA 30040
Full Name Address

Whitney Hallock Crouse 15376 Birmingham Hwy, Milton, GA 30004

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: Bobby Jones Links

4. Address of business for which application is made: 1000 Canongate Pkwy, Villa Rica, GA 30180

Phone Number: 770-459-5599 770-294-1680
Business Cell Home

Mailing Address: 1000 Canongate Pkwy, Villa Rica, GA 30180

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

*** PART II ***

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

From time to time, the private club may have
live entertainment as a private club event. This will
not be regular.

2. Have you received a copy of the City of Villa Rica Alcoholic Beverage Ordinance? ☒ Yes ☐ No
No application will be processed until receipt of a copy of this ordinance is acknowledged.
3. Have you included with this application a check for the non-refundable application fee required by Chapter 3 of the Alcohol Beverage Ordinance of the City of Villa Rica? ☒ Yes ☐ No
4. As required by Chapter 4 of the Alcoholic Beverage Ordinance of the City of Villa Rica, have you included the following with this application? Please check the applicable answer(s).
- (a) A copy of the deed to the premises to be licensed, if owned by applicant. ☒ Deed ~ Management Con
 - (b) A copy of the lease agreement covering the premises to be licensed, if leased by the applicant. ☐
 - (c) In the case of a partnership, a copy of the partnership agreement. ☐
 - (d) In the case of a corporation, a copy of the articles of incorporation. ☒
 - (e) A current stamped certificate from a registered surveyor which shows a scale drawing of the premises and the location at which the applicant desires to operate an alcoholic beverage outlet and which shows, with linear foot measurements where appropriate, such location's compliance or noncompliance with the provisions of Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica. ☒
5. Have you confirmed with the City of Villa Rica Community Development Department that the location of the proposed outlet is in a zoning district approved for the sale of alcoholic beverages subject to the specific limitations of the respective district as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica?
☒ Yes ☐ No
6. If applicable, have you received approval from the City of Villa Rica Building Official for any new construction, renovations, remodeling, etc. at the premises to be licensed? ☐ Yes ☐ No N/A ☒
7. If applicable, have you received an approved site plan from the City of Villa Rica for the location of the premises to be licensed? ☐ Yes ☐ No N/A ☒
8. If applicable, have you received a Carroll/Douglas County Health Department Food Service Permit and any other applicable local, state, or federal permits, etc. required for a food service establishment?
☒ Yes ☐ No
No pouring license application will receive final approval until the necessary permits are secured.

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

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

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

11. Does the following apply to the named licensee, any partner(s), the corporation, or any corporate officer?
(a) Convicted within the last ten (10) years of any felony or any misdemeanor involving moral turpitude?

☐ Yes ☒ No

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

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

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

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

N/A

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

If yes, describe in detail and give dates:

N/A

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

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

BUS: SHANE GARDNER, 11305 W. 163RD ST. OVERLAND PARK, KS 66221, Known For 30 YEARS
ORION MANAGEMENT SOLUTIONS, 12120 STATELINE RD. LEAWOOD, KS 66209
MIKE LANGELLA, 2850 PACES LAKE DR. ATLANTA, GA 30339, KNOWN FOR 21 YEARS
BUS. ADDRESS: NEST ASPIRE 1100 CIRCLE 25 PKWY, SUITE 220, ATLANTA, GA 30339

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

Beatrice, Nebraska

Place of Birth

5/15/1961

Date of Birth

*** PART III ***

VERIFICATION

State of Georgia, Forsyth County

I, Stephen Patrick Willy, 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.

Stephen Patrick Willy

Applicants Signature (FULL NAME IN INK)

I hereby certify that Stephen Patrick Willy 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.

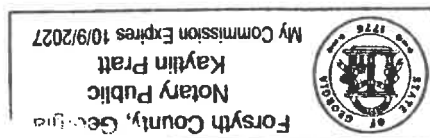
This 28 day of November 2023

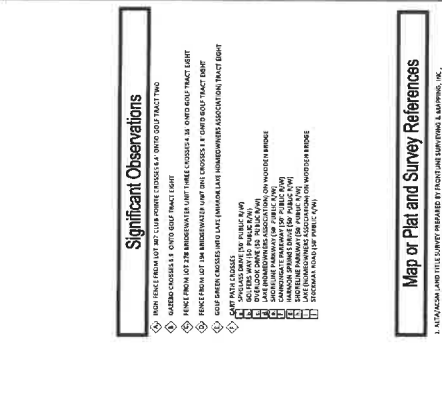
Kaylin Pratt

Notary Public

My Commission Expires: 10/9/2027

(Seal)

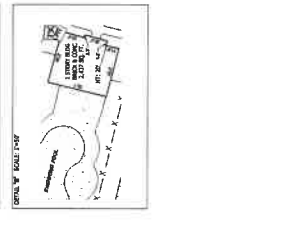
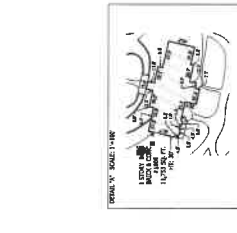


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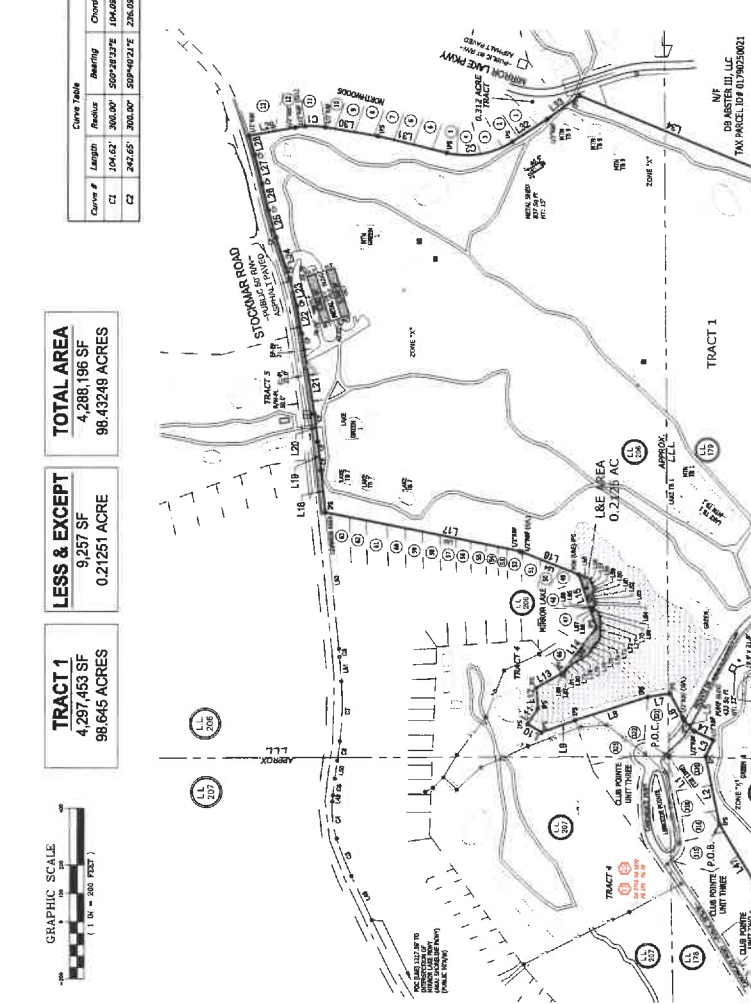
the authors. The authors of the present study were not aware of the fact that the authors of the first study had not included the 1997 and 1998 data in their analyses. The authors of the present study were aware of the fact that the authors of the first study had not included the 1997 and 1998 data in their analyses. The authors of the present study were aware of the fact that the authors of the first study had not included the 1997 and 1998 data in their analyses.

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Curve Table			
Curve #	Length	Radius	Bearing
C1	441.81	1120.01	N89°11'37"E
C2	51.89	138.84	N89°11'37"E
C3	55.47	973.30	S89°11'37"E
C4	65.17	253.59	S89°11'37"E
C5	211.37	1123.07	N89°11'37"E
C6	28.84	934.00	N89°11'37"E



Line Table			
Line #	Length	Direction	Notes
L1	254.54	S17°13'12"E	
L2	24.87	S89°11'37"E	
L3	63.51	S89°11'37"E	
L4	72.37	S89°11'37"E	
L5	62.39	S89°11'37"E	
L6	116.07	S89°11'37"E	
L7	72.47	S89°11'37"E	
L8	266.03	S89°11'37"E	
L9	175.65	S89°11'37"E	
L10	58.39	S89°11'37"E	
L11	64.37	S89°11'37"E	
L12	71.47	S89°11'37"E	
L13	108.37	S89°11'37"E	
L14	254.54	S89°11'37"E	
L15	175.65	S89°11'37"E	
L16	58.39	S89°11'37"E	
L17	64.37	S89°11'37"E	
L18	71.47	S89°11'37"E	
L19	108.37	S89°11'37"E	
L20	254.54	S89°11'37"E	
L21	175.65	S89°11'37"E	
L22	58.39	S89°11'37"E	
L23	64.37	S89°11'37"E	
L24	71.47	S89°11'37"E	
L25	108.37	S89°11'37"E	
L26	254.54	S89°11'37"E	
L27	175.65	S89°11'37"E	
L28	58.39	S89°11'37"E	
L29	64.37	S89°11'37"E	
L30	71.47	S89°11'37"E	
L31	108.37	S89°11'37"E	
L32	254.54	S89°11'37"E	
L33	175.65	S89°11'37"E	
L34	58.39	S89°11'37"E	
L35	64.37	S89°11'37"E	
L36	71.47	S89°11'37"E	
L37	108.37	S89°11'37"E	
L38	254.54	S89°11'37"E	
L39	175.65	S89°11'37"E	
L40	58.39	S89°11'37"E	
L41	64.37	S89°11'37"E	
L42	71.47	S89°11'37"E	
L43	108.37	S89°11'37"E	
L44	254.54	S89°11'37"E	
L45	175.65	S89°11'37"E	
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L51	175.65	S89°11'37"E	
L52	58.39	S89°11'37"E	
L53	64.37	S89°11'37"E	
L54	71.47	S89°11'37"E	
L55	108.37	S89°11'37"E	
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L59	64.37	S89°11'37"E	
L60	71.47	S89°11'37"E	
L61	108.37	S89°11'37"E	
L62	254.54	S89°11'37"E	
L63	175.65	S89°11'37"E	
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L65	64.37	S89°11'37"E	
L66	71.47	S89°11'37"E	
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L68	254.54	S89°11'37"E	
L69	175.65	S89°11'37"E	
L70	58.39	S89°11'37"E	
L71	64.37	S89°11'37"E	
L72	71.47	S89°11'37"E	
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L86	254.54	S89°11'37"E	
L87	175.65	S89°11'37"E	
L88	58.39	S89°11'37"E	
L89	64.37	S89°11'37"E	
L90	71.47	S89°11'37"E	
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L92	254.54	S89°11'37"E	
L93	175.65	S89°11'37"E	
L94	58.39	S89°11'37"E	
L95	64.37	S89°11'37"E	
L96	71.47	S89°11'37"E	
L97	108.37	S89°11'37"E	
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L101	64.37	S89°11'37"E	
L102	71.47	S89°11'37"E	
L103	108.37	S89°11'37"E	
L104	254.54	S89°11'37"E	
L105	175.65	S89°11'37"E	
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L127	108.37	S89°11'37"E	
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L129	175.65	S89°11'37"E	
L130	58.39	S89°11'37"E	
L131	64.37	S89°11'37"E	
L132	71.47	S89°11'37"E	
L133	108.37	S89°11'37"E	
L134	254.54	S89°11'37"E	
L135	175.65	S89°11'37"E	
L136	58.39	S89°11'37"E	
L137	64.37	S89°11'37"E	
L138	71.47	S89°11'37"E	
L139	108.37	S89°11'37"E	
L140	254.54	S89°11'37"E	
L141	175.65	S89°11'37"E	
L142	58.39	S89°11'37"E	
L143	64.37	S89°11'37"E	
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L194	254.54	S89°11'37"E	
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L196	58.39	S89°11'37"E	
L197	64.37	S89°11'37"E	
L198	71.47	S89°11'37"E	
L199	108.37	S89°11'37"E	
L200	254.54	S89°11'37"E	



THIS BLOCK BELONGS TO THE CLERK OF THE
JUDICIAL COURT

ADJACENT PROPERTY INFORMATION

TRACT NO.	OWNER NAME	ADDRESS	REMARKS
1	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 1
2	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 2
3	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 3
4	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 4
5	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 5
6	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 6
7	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 7
8	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 8
9	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 9
10	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 10
11	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 11
12	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 12
13	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 13
14	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 14
15	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 15
16	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 16
17	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 17
18	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 18
19	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 19
20	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 20
21	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 21
22	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 22
23	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 23
24	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 24
25	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 25
26	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 26
27	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 27
28	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 28
29	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 29
30	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 30
31	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 31
32	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 32
33	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 33
34	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 34
35	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 35
36	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 36
37	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 37
38	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 38
39	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 39
40	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 40
41	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 41
42	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 42
43	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 43
44	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 44
45	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 45
46	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 46
47	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 47
48	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 48
49	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 49
50	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 50
51	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 51
52	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 52
53	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 53
54	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 54
55	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 55
56	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 56
57	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 57
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63	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 63
64	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 64
65	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 65
66	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 66
67	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 67
68	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 68
69	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 69
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88	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 88
89	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 89
90	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 90
91	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 91
92	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 92
93	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 93
94	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 94
95	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 95
96	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 96
97	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 97
98	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 98
99	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 99
100	JOHN J. BROWN	1000 CANONGATE PARKWAY	TRACT 100

October 22, 2008

**ARTICLES OF ORGANIZATION
FOR GEORGIA LIMITED LIABILITY COMPANY**

The name of the Limited Liability Company is:

Affiniti Golf Partners, L.L.C.

The principal mailing address of the Limited Liability Company is:

3340 Spencer Street
Cumming, GA 30041

The Registered Agent is:

Amy Anderson Willy
3340 Spencer Street
Cumming, GA 30041

County: Forsyth

The name and address of each organizer(s) are:

Whitney H. Crouse	Stephen P. Willy
14382 Club Circle	3340 Spencer Street
Alpharetta, GA 30004	Cumming, GA 30041

The optional provisions are:

No optional provisions.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization on the date set forth below.

Signature(s):

Organizer, Stephen P. Willy

Date:

October 22, 2008

STATE OF GEORGIA

Secretary of State

Corporation Division

315 West Tower

#2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, Karen C Handel, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

Affiniti Golf Partners, L.L.C.

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **October 22, 2008** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.



WITNESS my hand and official seal of the City of Atlanta and the State of Georgia on October 22, 2008

A handwritten signature in cursive script, reading "Karen C Handel".

Karen C Handel

Secretary of State

PROPERTY, OTHER THAN GRANTOR'S SPECIAL WARRANTY OF TITLE HEREIN CONTAINED OR AS OTHERWISE SPECIFICALLY SET FORTH IN THE PURCHASE AGREEMENT, ITS CONDITION, INCLUDING, WITHOUT LIMITATION, (I) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (II) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (III) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (IV) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (V) THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES ON THE PROPERTY, AS WELL AS THE SUITABILITY OF THE PROPERTY AS HABITAT FOR ANY OF THOSE SPECIES, (VI) THE ACCURACY OR COMPLETENESS OF ANY MATERIALS, (VII) THE PROPERTY'S COMPLIANCE WITH ENVIRONMENTAL LAWS OR OTHER LAWS, (VIII) AVAILABILITY OF ACCESS, INGRESS OR EGRESS, (IX) INCOME TO BE DERIVED FROM THE PROPERTY OR EXPENSES TO BE INCURRED WITH RESPECT TO THE PROPERTY, (X) THE OBLIGATIONS, RESPONSIBILITIES OR LIABILITIES OF THE OWNER OF THE PROPERTY, (XI) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED IN THE PROPERTY, (XII) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (XIII) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS PROVIDED IN THE PURCHASE AGREEMENT, GRANTOR SPECIFICALLY DOES NOT MAKE AND HAS NOT MADE ANY REPRESENTATION OR WARRANTY REGARDING THE PRESENCE OR ABSENCE OF ANY HAZARDOUS SUBSTANCE ON, UNDER OR ABOUT THE PROPERTY OR THE COMPLIANCE OR NON-COMPLIANCE OF THE PROPERTY WITH ANY AND ALL FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAWS, ORDINANCES, REGULATIONS, ORDERS, DECREES OR RULES REGULATING, RELATING TO OR IMPOSING LIABILITY OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS SUBSTANCES. GRANTOR ACKNOWLEDGES AND AGREES THAT GRANTEE HAS BEEN PROVIDED THE OPPORTUNITY TO INSPECT THE PROPERTY. EXCEPT AS EXPRESSLY PROVIDED IN THE PURCHASE AGREEMENT, GRANTEE ACKNOWLEDGES THAT GRANTEE IS ACQUIRING THE PROPERTY WITHOUT RELYING UPON ANY REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION, ORAL OR WRITTEN, MADE BY GRANTOR OR ANY REPRESENTATIVE OF GRANTOR OR ANY OTHER PERSON ACTING OR PURPORTING TO ACT FOR OR ON BEHALF OF GRANTOR WITH RESPECT TO THE PROPERTY, BUT RATHER GRANTEE IS RELYING UPON GRANTEE'S OWN EXAMINATION AND INSPECTION OF THE PROPERTY AND ANY REPRESENTATIONS OR WARRANTIES EXPRESSLY SET FORTH HEREIN. GRANTEE REPRESENTS AND WARRANTS THAT GRANTEE IS A KNOWLEDGEABLE BUYER OF REAL ESTATE AND THAT GRANTEE IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF ITS CONSULTANTS IN PURCHASING THE PROPERTY. IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY IS SOLD BY GRANTOR AND PURCHASED BY GRANTEE SUBJECT TO THE FOREGOING.

[SIGNATURE PAGE FOLLOWS]

EXECUTED as of the ____ day of November, 2023.

CC MIRROR LAKE, LLC,
a Nevada limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss
COUNTY OF _____)

This Instrument was acknowledged before me on the ____ day of November, 2023, by _____, _____ of CC Mirror Lake, LLC, a Nevada limited liability company, on behalf of said limited liability company, for the purposes and consideration therein expressed.

Notary Public

After Recording Return to:

EXHIBIT A

Legal Description of the Property

GOLF TRACT ONE

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 178, 179, AND 206 OF THE 2ND DISTRICT, 5TH SECTION OF DOUGLAS COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT THE NORTHWEST CORNER OF LAND LOT 179; THENCE RUNNING SOUTH 53 DEGREES 30 MINUTES 15 SECONDS WEST A DISTANCE OF 297.64 FEET TO AN IRON PIN AND THE TRUE POINT OF BEGINNING; THENCE RUNNING NORTH 78 DEGREES 17 MINUTES 27 SECONDS EAST A DISTANCE OF 244.50 FEET TO AN IRON PIN; THENCE RUNNING SOUTH 64 DEGREES 49 MINUTES 04 SECONDS EAST A DISTANCE OF 63.91 FEET TO AN IRON PIN; THENCE RUNNING NORTH 25 DEGREES 10 MINUTES 56 SECONDS EAST A DISTANCE OF 72.23 FEET TO AN IRON PIN; THENCE RUNNING NORTH 46 DEGREES 14 MINUTES 59 SECONDS EAST A DISTANCE OF 50.00 FEET TO AN IRON PIN; THENCE RUNNING NORTH 61 DEGREES 55 MINUTES 32 SECONDS EAST A DISTANCE OF 110.05 FEET TO AN IRON PIN; THENCE RUNNING NORTH 09 DEGREES 03 MINUTES 46 SECONDS WEST A DISTANCE OF 77.64 FEET TO AN IRON PIN; THENCE RUNNING NORTH 18 DEGREES 14 MINUTES 47 SECONDS WEST A DISTANCE OF 266.03 FEET TO AN IRON PIN; THENCE RUNNING NORTH 19 DEGREES 59 MINUTES 32 SECONDS WEST A DISTANCE OF 125.65 FEET TO AN IRON PIN; THENCE RUNNING NORTH 29 DEGREES 50 MINUTES 44 SECONDS EAST A DISTANCE OF 58.29 FEET TO AN IRON PIN; THENCE RUNNING SOUTH 56 DEGREES 31 MINUTES 13 SECONDS EAST A DISTANCE OF 66.20 FEET TO AN IRON PIN; THENCE RUNNING NORTH 86 DEGREES 19 MINUTES 49 SECONDS EAST A DISTANCE OF 73.14 FEET TO AN IRON PIN; THENCE RUNNING SOUTH 29 DEGREES 29 MINUTES 56 SECONDS EAST A DISTANCE OF 101.54 FEET TO AN IRON PIN; THENCE RUNNING SOUTH 52 DEGREES 55 MINUTES 25 SECONDS EAST A DISTANCE OF 203.34 FEET TO AN IRON PIN; THENCE RUNNING NORTH 71 DEGREES 21 MINUTES 30 SECONDS EAST A DISTANCE OF 197.21 FEET TO AN IRON PIN; THENCE RUNNING NORTH 21 DEGREES 20 MINUTES 24 SECONDS EAST A DISTANCE OF 223.85 FEET TO AN IRON PIN; THENCE RUNNING NORTH 11 DEGREES 06 MINUTES 56 SECONDS EAST A DISTANCE OF 701.32 FEET TO AN IRON PIN ON THE SOUTH RIGHT-OF-WAY OF STOCKMAR ROAD; THENCE RUNNING ALONG THE SOUTH RIGHT-OF-WAY OF STOCKMAR ROAD NORTH 84 DEGREES 01 MINUTES 22 SECONDS EAST A DISTANCE OF 149.68 FEET TO A POINT; THENCE RUNNING NORTH 83 DEGREES 41 MINUTES 52 SECONDS EAST A DISTANCE OF 100.32 FEET TO A POINT; THENCE RUNNING NORTH 82 DEGREES 45 MINUTES 55 SECONDS EAST A DISTANCE OF 98.76 FEET TO A POINT; THENCE RUNNING NORTH 81 DEGREES 04 MINUTES 19 SECONDS EAST A DISTANCE OF 285.76 FEET TO A POINT; THENCE RUNNING NORTH 80 DEGREES 06 MINUTES 25 SECONDS EAST A DISTANCE OF 98.62 FEET TO A POINT; THENCE RUNNING NORTH 74 DEGREES 46 MINUTES 56 SECONDS EAST A DISTANCE OF 101.34 FEET TO A POINT; THENCE RUNNING NORTH 71 DEGREES 56 MINUTES 38 SECONDS EAST A DISTANCE OF 150.77 FEET TO A POINT; THENCE RUNNING NORTH 74 DEGREES 09 MINUTES 30 SECONDS EAST A DISTANCE OF 99.49 FEET TO A POINT; THENCE RUNNING NORTH 76 DEGREES 42 MINUTES 41 SECONDS EAST A DISTANCE OF 95.88 FEET TO A POINT; THENCE RUNNING NORTH 76 DEGREES 01 MINUTES 13 SECONDS EAST A DISTANCE OF 103.70 FEET TO A POINT; THENCE RUNNING NORTH 73 DEGREES 27 MINUTES 12 SECONDS EAST A DISTANCE OF 71.17 FEET TO AN IRON PIN ON THE SOUTH RIGHT-OF-WAY OF STOCKMAR ROAD; THENCE RUNNING SOUTH 10 DEGREES 27 MINUTES 59 SECONDS EAST A DISTANCE OF 163.35 FEET

TO AN IRON PIN; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT AN ARC DISTANCE OF 104.62 FEET TO AN IRON PIN (SAID ARC HAVING A RADIUS OF 300.00 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 00 DEGREES 28 MINUTES 33 SECONDS EAST A DISTANCE OF 104.09 FEET); THENCE RUNNING SOUTH 09 DEGREES 30 MINUTES 53 SECONDS WEST A DISTANCE OF 187.51 FEET TO AN IRON PIN; THENCE RUNNING SOUTH 13 DEGREES 29 MINUTES 55 SECONDS WEST A DISTANCE OF 249.82 FEET TO AN IRON PIN; THENCE ALONG THE ARC OF A CURVE TO THE LEFT AN ARC DISTANCE OF 242.65 FEET TO AN IRON PIN (SAID ARC HAVING A RADIUS OF 300.00 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 09 DEGREES 40 MINUTES 21 SECONDS EAST A DISTANCE OF 236.09 FEET); THENCE RUNNING SOUTH 32 DEGREES 50 MINUTES 37 SECONDS EAST A DISTANCE OF 146.45 FEET TO AN IRON PIN; THENCE RUNNING SOUTH 36 DEGREES 09 MINUTES 18 SECONDS EAST A DISTANCE OF 141.74 FEET TO AN IRON PIN; THENCE RUNNING SOUTH 22 DEGREES 34 MINUTES 04 SECONDS WEST A DISTANCE OF 691.49 FEET TO AN IRON PIN; THENCE RUNNING SOUTH 45 DEGREES 30 MINUTES 29 SECONDS WEST A DISTANCE OF 324.33 FEET TO AN IRON PIN; THENCE RUNNING SOUTH 19 DEGREES 42 MINUTES 40 SECONDS EAST A DISTANCE OF 147.39 FEET TO AN IRON PIN; THENCE RUNNING SOUTH 73 DEGREES 59 MINUTES 03 SECONDS WEST A DISTANCE OF 463.42 FEET TO AN IRON PIN; THENCE RUNNING NORTH 51 DEGREES 52 MINUTES 33 SECONDS WEST A DISTANCE OF 102.40 FEET TO AN POINT; THENCE RUNNING SOUTH 55 DEGREES 05 MINUTES 33 SECONDS WEST A DISTANCE OF 421.85 FEET TO A POINT; THENCE RUNNING SOUTH 37 DEGREES 33 MINUTES 20 SECONDS WEST A DISTANCE OF 238.47 FEET TO A POINT; THENCE RUNNING SOUTH 18 DEGREES 16 MINUTES 38 SECONDS WEST A DISTANCE OF 352.25 FEET TO A POINT; THENCE RUNNING NORTH 77 DEGREES 36 MINUTES 04 SECONDS WEST A DISTANCE OF 392.89 FEET TO A POINT; THENCE RUNNING NORTH 22 DEGREES 49 MINUTES 31 SECONDS WEST A DISTANCE OF 801.86 FEET TO A POINT; THENCE RUNNING SOUTH 74 DEGREES 29 MINUTES 32 SECONDS WEST A DISTANCE OF 126.37 FEET TO A POINT; THENCE RUNNING NORTH 53 DEGREES 51 MINUTES 35 SECONDS WEST A DISTANCE OF 368.31 FEET TO AN IRON PIN; THENCE RUNNING NORTH 38 DEGREES 56 MINUTES 37 SECONDS WEST A DISTANCE OF 223.71 FEET TO AN IRON PIN; THENCE RUNNING NORTH 59 DEGREES 01 MINUTES 21 SECONDS EAST A DISTANCE OF 308.65 FEET TO AN IRON PIN AND THE TRUE POINT OF BEGINNING.

SAID PROPERTY CONTAINING 98.645 ACRES MORE OR LESS.

GOLF TRACT TWO

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 178 AND 179 OF THE 2ND DISTRICT, 5TH SECTION OF DOUGLAS COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT THE NORTHWEST CORNER OF LAND LOT 179; THENCE RUNNING SOUTH 53 DEGREES 30 MINUTES 15 SECONDS WEST A DISTANCE OF 297.64 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 59 DEGREES 01 MINUTES 21 SECONDS WEST A DISTANCE OF 308.65 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 38 DEGREES 56 MINUTES 37 SECONDS EAST A DISTANCE OF 223.71 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 53 DEGREES 51 MINUTES 35 SECONDS EAST A DISTANCE OF 368.31 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 74 DEGREES 29 MINUTES 32 SECONDS EAST A DISTANCE OF 126.37 FEET TO A POINT;

THENCE RUNNING SOUTH 22 DEGREES 49 MINUTES 31 SECONDS EAST A DISTANCE OF 801.86 FEET TO A POINT;

THENCE RUNNING SOUTH 68 DEGREES 14 MINUTES 34 SECONDS WEST A DISTANCE OF 275.54 FEET TO THE TRUE POINT OF BEGINNING;

THENCE RUNNING SOUTH 62 DEGREES 43 MINUTES 22 SECONDS EAST A DISTANCE OF 430.44 FEET TO A POINT;

THENCE RUNNING NORTH 87 DEGREES 50 MINUTES 07 SECONDS EAST A DISTANCE OF 388.94 FEET TO A POINT;

THENCE RUNNING SOUTH 18 DEGREES 04 MINUTES 31 SECONDS WEST A DISTANCE OF 303.52 FEET TO A POINT;

THENCE RUNNING NORTH 89 DEGREES 23 MINUTES 01 SECONDS WEST A DISTANCE OF 479.78 FEET TO A POINT;

THENCE RUNNING SOUTH 71 DEGREES 42 MINUTES 25 SECONDS WEST A DISTANCE OF 1291.36 FEET TO A POINT;

THENCE RUNNING SOUTH 39 DEGREES 27 MINUTES 33 SECONDS WEST A DISTANCE OF 251.79 FEET TO A POINT;

THENCE RUNNING NORTH 89 DEGREES 12 MINUTES 14 SECONDS WEST A DISTANCE OF 211.91 FEET TO A POINT;

THENCE RUNNING NORTH 09 DEGREES 22 MINUTES 21 SECONDS WEST A DISTANCE OF 325.27 FEET TO A POINT;

THENCE RUNNING NORTH 48 DEGREES 04 MINUTES 19 SECONDS WEST A DISTANCE OF 541.82 FEET TO A POINT;

THENCE RUNNING SOUTH 89 DEGREES 05 MINUTES 25 SECONDS WEST A DISTANCE OF 185.43 FEET TO A POINT;

THENCE RUNNING NORTH 25 DEGREES 53 MINUTES 44 SECONDS WEST A DISTANCE OF 229.11 FEET TO A POINT;

THENCE RUNNING NORTH 25 DEGREES 05 MINUTES 28 SECONDS EAST A DISTANCE OF 159.11 FEET TO A POINT;

THENCE RUNNING NORTH 51 DEGREES 01 MINUTES 18 SECONDS WEST A DISTANCE OF 502.70 FEET TO A POINT;

THENCE RUNNING NORTH 58 DEGREES 48 MINUTES 35 SECONDS EAST A DISTANCE OF 113.89 FEET TO A POINT;

THENCE RUNNING NORTH 66 DEGREES 43 MINUTES 51 SECONDS EAST A DISTANCE OF 162.09 FEET TO A POINT;

THENCE RUNNING NORTH 19 DEGREES 03 MINUTES 44 SECONDS WEST A DISTANCE OF 42.63 FEET TO AN IRON PIN ON THE SOUTH RIGHT-OF-WAY OF SHORELINE PARKWAY;

THENCE RUNNING NORTH 73 DEGREES 23 MINUTES 07 SECONDS EAST A DISTANCE OF 23.48 FEET TO AN IRON PIN ON THE SOUTH RIGHT-OF-WAY OF SHORELINE PARKWAY;

THENCE RUNNING SOUTH 19 DEGREES 03 MINUTES 44 SECONDS EAST A DISTANCE OF 39.90 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 54 DEGREES 20 MINUTES 51 SECONDS EAST A DISTANCE OF 320.52 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 31 DEGREES 23 MINUTES 09 SECONDS EAST A DISTANCE OF 260.82 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 38 DEGREES 34 MINUTES 21 SECONDS EAST A DISTANCE OF 317.15 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 51 DEGREES 25 MINUTES 43 SECONDS EAST A DISTANCE OF 401.69 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 19 DEGREES 01 MINUTES 54 SECONDS EAST A DISTANCE OF 233.24 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 83 DEGREES 23 MINUTES 02 SECONDS EAST A DISTANCE OF 212.47 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 51 DEGREES 35 MINUTES 31 SECONDS EAST A DISTANCE OF 395.34 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 74 DEGREES 59 MINUTES 21 SECONDS EAST A DISTANCE OF 443.43 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 54 DEGREES 40 MINUTES 20 SECONDS WEST A DISTANCE OF 607.10 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 26 DEGREES 01 MINUTES 02 SECONDS WEST A DISTANCE OF 377.84 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 16 DEGREES 16 MINUTES 14 SECONDS WEST A DISTANCE OF 339.22 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 39 DEGREES 37 MINUTES 22 SECONDS WEST A DISTANCE OF 241.28 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 14 DEGREES 54 MINUTES 23 SECONDS WEST A DISTANCE OF 218.44 FEET TO AN IRON PIN ON THE SOUTH RIGHT-OF-WAY OF CANONGATE PARKWAY;

THENCE RUNNING NORTH 68 DEGREES 03 MINUTES 23 SECONDS EAST A DISTANCE OF 207.48 FEET TO AN IRON PIN ON THE SOUTH RIGHT-OF-WAY OF CANONGATE PARKWAY;

THENCE RUNNING SOUTH 65 DEGREES 56 MINUTES 41 SECONDS EAST A DISTANCE OF 134.94 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 38 DEGREES 56 MINUTES 37 SECONDS EAST A DISTANCE OF 343.91 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 15 DEGREES 07 MINUTES 09 SECONDS EAST A DISTANCE OF 533.74 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 74 DEGREES 00 MINUTES 50 SECONDS EAST A DISTANCE OF 216.09 FEET TO ON IRON PIN;

THENCE RUNNING SOUTH 44 DEGREES 45 MINUTES 20 SECONDS EAST A DISTANCE OF 153.40 FEET TO A POINT;

THENCE RUNNING SOUTH 55 DEGREES 40 MINUTES 21 SECONDS WEST A DISTANCE OF 200.24 FEET TO A POINT;

THENCE RUNNING SOUTH 83 DEGREES 50 MINUTES 16 SECONDS EAST A DISTANCE OF 411.44 FEET TO ON IRON PIN AND THE TRUE POINT OF BEGINNING.

SAID PROPERTY CONTAINING 39.664 ACRES, MORE OR LESS.

GOLF TRACT THREE

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 178 AND 207 OF THE 2ND DISTRICT 5TH SECTION OF DOUGLAS COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING BEGIN AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LAND LOT 178; THENCE RUNNING SOUTH 81 DEGREES 01 MINUTES 05 SECONDS EAST A DISTANCE OF 603.93 FEET TO AN IRON PIN AND THE TRUE POINT OF BEGINNING;

THENCE RUNNING NORTH 57 DEGREES 02 MINUTES 56 SECONDS EAST A DISTANCE OF 714.24 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 88 DEGREES 24 MINUTES 31 SECONDS EAST A DISTANCE OF 57.73 FEET TO AN IRON PIN ON THE WEST RIGHT-OF-WAY OF SHORELINE PARKWAY;

THENCE RUNNING SOUTH 01 DEGREES 49 MINUTES 38 SECONDS EAST A DISTANCE OF 248.40 FEET TO AN IRON PIN ON THE WEST RIGHT-OF-WAY OF SHORELINE PARKWAY;

THENCE RUNNING SOUTH 74 DEGREES 50 MINUTES 33 SECONDS WEST A DISTANCE OF 136.41 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 33 DEGREES 30 MINUTES 24 SECONDS WEST A DISTANCE OF 406.11 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 17 DEGREES 43 MINUTES 08 SECONDS WEST A DISTANCE OF 247.67 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 76 DEGREES 58 MINUTES 13 SECONDS EAST A DISTANCE OF 284.56 FEET TO AN IRON PIN ON THE WEST RIGHT-OF-WAY OF SHORELINE PARKWAY;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT AN ARC DISTANCE OF 296.40 FEET TO A POINT (SAID ARC HAVING A RADIUS OF 475.00 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 36 DEGREES 22 MINUTES 35 SECONDS WEST A DISTANCE OF 291.61 FEET);

THENCE RUNNING SOUTH 54 DEGREES 15 MINUTES 09 SECONDS WEST A DISTANCE OF 76.43 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 54 DEGREES 51 MINUTES 06 SECONDS WEST A DISTANCE OF 113.14 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 79 DEGREES 27 MINUTES 20 SECONDS WEST A DISTANCE OF 338.14 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 81 DEGREES 30 MINUTES 24 SECONDS WEST A DISTANCE OF 130.93 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 01 DEGREES 30 MINUTES 24 SECONDS EAST A DISTANCE OF 73.51 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 43 DEGREES 58 MINUTES 48 SECONDS EAST A DISTANCE OF 155.87 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 19 DEGREES 19 MINUTES 07 SECONDS EAST A DISTANCE OF 508.62 FEET TO AN IRON PIN AND THE TRUE POINT OF BEGINNING.

SAID PROPERTY CONTAINING 11.255 ACRES, MORE OR LESS.

GOLF TRACT FOUR

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 178, 206, AND 207 OF THE 2ND DISTRICT, 5TH SECTION OF DOUGLAS COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING BEGIN AT THE NORTHWEST CORNER OF LAND LOT 179;

THENCE RUNNING NORTH 11 DEGREES 55 MINUTES 23 SECONDS WEST A DISTANCE OF 264.85 FEET TO AN IRON PIN AND THE TRUE POINT OF BEGINNING;

THENCE RUNNING SOUTH 55 DEGREES 23 MINUTES 37 SECONDS WEST A DISTANCE OF 608.94 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 58 DEGREES 26 MINUTES 03 SECONDS WEST A DISTANCE OF 345.51 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 70 DEGREES 44 MINUTES 23 SECONDS WEST A DISTANCE OF 323.48 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 55 DEGREES 12 MINUTES 06 SECONDS EAST A DISTANCE OF 38.20 FEET TO AN IRON PIN ON THE NORTH RIGHT-OF-WAY OF CANONGATE PARKWAY;

THENCE RUNNING SOUTH 61 DEGREES 09 MINUTES 41 SECONDS WEST A DISTANCE OF 52.95 FEET TO AN IRON PIN ON THE NORTH RIGHT-OF-WAY OF CANONGATE PARKWAY;

THENCE RUNNING NORTH 55 DEGREES 28 MINUTES 33 SECONDS WEST A DISTANCE OF 49.26 FEET TO ON IRON PIN;

THENCE RUNNING SOUTH 70 DEGREES 44 MINUTES 23 SECONDS WEST A DISTANCE OF 229.05 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 31 DEGREES 55 MINUTES 47 SECONDS WEST A DISTANCE OF 41.86 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 24 DEGREES 21 MINUTES 14 SECONDS WEST A DISTANCE OF 161.81 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 75 DEGREES 54 MINUTES 59 SECONDS WEST A DISTANCE OF 30.72 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 02 DEGREES 54 MINUTES 30 SECONDS WEST A DISTANCE OF 95.55 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 00 DEGREES 24 MINUTES 19 SECONDS EAST A DISTANCE OF 83.02 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 19 DEGREE 50 MINUTES 34 SECONDS EAST A DISTANCE OF 37.07 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 52 DEGREES 02 MINUTES 45 SECONDS WEST A DISTANCE OF 32.07 FEET TO AN IRON PIN ON THE EAST RIGHT-OF-WAY OF SHORELINE PARKWAY,

THENCE RUNNING NORTH 01 DEGREES 42 MINUTES 18 SECONDS WEST A DISTANCE OF 40.21 FEET TO AN IRON PIN ON THE EAST RIGHT-OF-WAY OF SHORELINE PARKWAY;

THENCE RUNNING NORTH 88 DEGREES 10 MINUTES 22 SECONDS EAST A DISTANCE OF 48.69 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 62 DEGREES 40 MINUTES 43 SECONDS EAST A DISTANCE OF 557.97 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 47 DEGREES 35 MINUTES 38 SECONDS EAST A DISTANCE OF 356.17 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 53 DEGREES 50 MINUTES 26 SECONDS EAST A DISTANCE OF 593.34 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 87 DEGREES 48 MINUTES 05 SECONDS EAST A DISTANCE OF 662.30 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 03 DEGREES 59 MINUTES 38 SECONDS EAST A DISTANCE OF 339.13 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 48 DEGREES 24 MINUTES 12 SECONDS WEST A DISTANCE OF 156.28 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 29 DEGREES 29 MINUTES 56 SECONDS WEST A DISTANCE OF 101.54 FEET TO A POINT;

THENCE RUNNING SOUTH 86 DEGREES 19 MINUTES 49 SECONDS WEST A DISTANCE OF 73.14 FEET TO A POINT;

THENCE RUNNING NORTH 56 DEGREES 31 MINUTES 13 SECONDS WEST A DISTANCE OF 66.20 FEET TO A POINT;

THENCE RUNNING SOUTH 29 DEGREES 50 MINUTES 44 SECONDS WEST A DISTANCE OF 58.29 FEET TO A POINT;

THENCE RUNNING SOUTH 19 DEGREES 59 MINUTES 32 SECONDS EAST A DISTANCE OF 125.65 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 69 DEGREES 36 MINUTES 39 SECONDS WEST A DISTANCE OF 193.23 FEET TO AN IRON PIN AND THE TRUE POINT OF BEGINNING.

SAID PROPERTY CONTAINING 25.935 ACRES, MORE OR LESS.

GOLF TRACT FIVE

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 206 AND 207 OF THE 2ND DISTRICT 5TH SECTION OF DOUGLAS COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING BEGIN AT THE INTERSECTION OF THE WEST LINE OF LAND LOT 206 WITH THE NORTH RIGHT-OF-WAY OF STOCKMAR ROAD;

THENCE RUNNING NORTH 42 DEGREES 16 MINUTES 34 SECONDS EAST A DISTANCE OF 1096.33 FEET TO AN IRON PIN AND THE TRUE POINT OF BEGINNING;

THENCE RUNNING NORTH 62 DEGREES 09 MINUTES 07 SECONDS WEST A DISTANCE OF 259.65 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 81 DEGREES 42 MINUTES 30 SECONDS WEST A DISTANCE OF 119.25 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 76 DEGREES 46 MINUTES 07 SECONDS WEST A DISTANCE OF 464.97 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 80 DEGREES 39 MINUTES 18 SECONDS WEST A DISTANCE OF 635.98 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 75 DEGREES 32 MINUTES 40 SECONDS WEST A DISTANCE OF 219.94 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 04 DEGREES 06 MINUTES 39 SECONDS EAST A DISTANCE OF 382.92 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 88 DEGREES 54 MINUTES 40 SECONDS EAST A DISTANCE OF 868.62 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 89 DEGREES 33 MINUTES 09 SECONDS EAST A DISTANCE OF 1131.56 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 89 DEGREES 33 MINUTES 09 SECONDS EAST A DISTANCE OF 450.00 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 19 DEGREES 05 MINUTES 23 SECONDS WEST A DISTANCE OF 346.44 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 05 DEGREES 39 MINUTES 16 SECONDS WEST A DISTANCE OF 335.11 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 01 DEGREES 54 MINUTES 07 SECONDS WEST A DISTANCE OF 325.87 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 15 DEGREES 27 MINUTES 50 SECONDS EAST A DISTANCE OF 237.87 FEET TO AN IRON PIN ON THE NORTH RIGHT-OF-WAY OF STOCKMAR ROAD;

THENCE RUNNING SOUTH 80 DEGREES 56 MINUTES 12 SECONDS WEST A DISTANCE OF 237.39 FEET TO A POINT;

THENCE RUNNING SOUTH 82 DEGREES 14 MINUTES 33 SECONDS WEST A DISTANCE OF 100.00 FEET TO A POINT;

THENCE RUNNING SOUTH 83 DEGREES 14 MINUTES 45 SECONDS WEST A DISTANCE OF 100.00 FEET TO AN IRON PIN ON THE NORTH RIGHT-OF-WAY OF STOCKMAR ROAD;

THENCE RUNNING NORTH 08 DEGREES 20 MINUTES 39 SECONDS WEST A DISTANCE OF 126.48 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 19 DEGREES 59 MINUTES 48 SECONDS WEST A DISTANCE OF 512.85 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 40 DEGREES 12 MINUTES 18 SECONDS WEST A DISTANCE OF 180.38 TO AN IRON PIN AND THE TRUE POINT OF BEGINNING.

SAID PROPERTY CONTAINING 34.793 ACRES, MORE OR LESS.

GOLF TRACT SIX

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 174 AND 179 OF THE 2ND DISTRICT, 5TH SECTION OF DOUGLAS COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LAND LOT 174;

THENCE RUNNING NORTH 01 DEGREES 13 MINUTES 20 SECONDS EAST A DISTANCE OF 135.68 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 82 DEGREES 56 MINUTES 03 SECONDS EAST A DISTANCE OF 342.42 FEET TO AN IRON PIN ON THE WEST RIGHT-OF-WAY OF GOLFERS WAY;

THENCE RUNNING ALONG THE WESTERN RIGHT-OF-WAY OF GOLFERS WAY, SOUTH 18 DEGREES 57 MINUTES 06 SECONDS EAST A DISTANCE OF 121.93 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 78 DEGREES 05 MINUTES 58 SECONDS EAST A DISTANCE OF 68.20 FEET TO AN IRON PIN LOCATED ON THE EASTERN RIGHT-OF-WAY OF GOLFERS WAY AND THE TRUE POINT OF BEGINNING:

THENCE RUNNING ALONG THE EASTERN RIGHT-OF-WAY OF GOLFERS WAY, NORTH 22 DEGREES 05 MINUTES 05 SECONDS WEST A DISTANCE OF 56.71 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 48 DEGREES 42 MINUTES 14 SECONDS EAST A DISTANCE OF 275.50 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 09 DEGREES 28 MINUTES 52 SECONDS EAST A DISTANCE OF 433.11 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 16 DEGREES 08 MINUTES 09 SECONDS WEST A DISTANCE CF 219.11 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 74 DEGREES 22 MINUTES 19 SECONDS EAST A DISTANCE OF 72.27 FEET TO A POINT;

THENCE RUNNING SOUTH 82 DEGREES 35 MINUTES 44 SECONDS EAST A DISTANCE OF 199.90 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 08 DEGREES 56 MINUTES 40 SECONDS EAST A DISTANCE OF 122.46 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 18 DEGREES 16 MINUTES 31 SECONDS EAST A DISTANCE OF 128.58 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 16 DEGREES 45 MINUTES 15 SECONDS EAST A DISTANCE OF 108.79 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 27 DEGREES 33 MINUTES 01 SECONDS EAST A DISTANCE OF 116.23 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 06 DEGREES 47 MINUTES 18 SECONDS EAST A DISTANCE OF 94.75 FEET TO A POINT;

THENCE RUNNING NORTH 44 DEGREES 10 MINUTES 00 SECONDS EAST A DISTANCE OF 54.65 FEET TO A POINT;

THENCE RUNNING NORTH 70 DEGREES 36 MINUTES 01 SECONDS EAST A DISTANCE OF 84.30 FEET TO A POINT;

THENCE RUNNING SOUTH 81 DEGREES 36 MINUTES 15 SECONDS EAST A DISTANCE OF 57.59 FEET TO AN IRON PIN;

THENCE TURNING SOUTH 19 DEGREES 24 MINUTES 42 SECONDS EAST A DISTANCE OF 235.67 FEET TO AN IRON PIN;

THENCE TURNING SOUTH 05 DEGREES 51 MINUTES 44 SECONDS WEST A DISTANCE OF 325.31 FEET TO AN IRON PIN;

THENCE TURNING SOUTH 13 DEGREES 13 MINUTES 15 SECONDS WEST A DISTANCE OF 348.20 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 18 DEGREES 50 MINUTES 30 SECONDS WEST A DISTANCE OF 294.63 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 13 DEGREES 11 MINUTES 32 SECONDS EAST A DISTANCE OF 480.50 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 02 DEGREES 51 MINUTES 30 SECONDS WEST A DISTANCE OF 150.34 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 42 DEGREES 59 MINUTES 38 SECONDS WEST A DISTANCE OF 130.71 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 88 DEGREES 46 MINUTES 42 SECONDS WEST A DISTANCE OF 131.39 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 70 DEGREES 27 MINUTES 04 SECONDS WEST A DISTANCE OF 243.42 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 26 DEGREES 57 MINUTES 13 SECONDS WEST A DISTANCE OF 466.13 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 09 DEGREES 45 MINUTES 49 SECONDS WEST A DISTANCE OF 247.23 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 22 DEGREES 05 MINUTES 05 SECONDS WEST A DISTANCE OF 169.08 FEET TO AN IRON PIN ON THE EASTERN RIGHT-OF-WAY OF GOLFERS WAY AND THE TRUE POINT OF BEGINNING.

SAID PROPERTY CONTAINING 24.363 ACRES, MORE OR LESS.

GOLF TRACT SEVEN

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 174, 175, 178, AND 179 OF THE 2ND DISTRICT, 5TH SECTION OF DOUGLAS COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LAND LOT 174; THENCE RUNNING NORTH 01 DEGREES 13 MINUTES 20 SECONDS EAST A DISTANCE OF 135.68 FEET TO AN IRON PIN AND THE TRUE POINT OF BEGINNING:

THENCE RUNNING NORTH 82 DEGREES 56 MINUTES 03 SECONDS EAST A DISTANCE OF 342.42 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 18 DEGREES 57 MINUTES 06 SECONDS EAST ALONG THE WESTERN RIGHT-OF-WAY GOLFERS WAY A DISTANCE OF 348.75 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 53 DEGREES 02 MINUTES 13 SECONDS WEST A DISTANCE OF 252.99 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 74 DEGREES 52 MINUTES 00 SECONDS WEST A DISTANCE OF 635.31 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 82 DEGREES 32 MINUTES 15 SECONDS WEST A DISTANCE OF 630.69 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 59 DEGREES 12 MINUTES 10 SECONDS WEST A DISTANCE OF 719.92 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 66 DEGREES 20 MINUTES 58 SECONDS WEST A DISTANCE OF 422.66 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 84 DEGREES 44 MINUTES 55 SECONDS WEST A DISTANCE OF 140.81 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 51 DEGREES 10 MINUTES 14 SECONDS WEST A DISTANCE OF 157.82 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 00 DEGREES 22 MINUTES 31 SECONDS EAST A DISTANCE OF 188.57 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 71 DEGREES 12 MINUTES 57 SECONDS EAST A DISTANCE OF 72.13 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 65 DEGREES 58 MINUTES 27 SECONDS EAST A DISTANCE OF 479.52 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 66 DEGREES 39 MINUTES 32 SECONDS EAST A DISTANCE OF 463.03 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 78 DEGREES 50 MINUTES 26 SECONDS EAST A DISTANCE OF 256.32 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 21 DEGREES 08 MINUTES 17 SECONDS WEST A DISTANCE OF 249.13 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 81 DEGREES 51 MINUTES 20 SECONDS EAST A DISTANCE OF 87.45 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 73 DEGREES 55 MINUTES 49 SECONDS EAST A DISTANCE OF 224.37 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 89 DEGREES 53 MINUTES 13 SECONDS EAST A DISTANCE OF 420.00 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 82 DEGREES 56 MINUTES 03 SECONDS EAST A DISTANCE OF 443.34 FEET TO AN IRON PIN AND THE TRUE POINT OF BEGINNING.

SAID PROPERTY CONTAINING 26.409 ACRES, MORE OR LESS.

GOLF TRACT EIGHT

ALL THAT TRACT OR PARCEL OF LAND TYING AND BEING IN LAND LOTS 175 AND 178 OF THE 2ND DISTRICT, 5TH SECTION OF DOUGLAS COUNTY, GEORGIA, AND BEING IN LAND LOTS 176 AND 177 OF THE 2ND DISTRICT, 5TH SECTION OF CARROLL COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LAND LOT 174;

THENCE RUNNING NORTH 01 DEGREES 13 MINUTES 20 SECONDS EAST A DISTANCE OF 135.68 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 82 DEGREES 56 MINUTES 03 SECONDS EAST A DISTANCE OF 342.42 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 18 DEGREES 57 MINUTES 06 SECONDS EAST ALONG THE WESTERN RIGHT-OF-WAY OF GOLFERS WAY A DISTANCE OF 348.75 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 53 DEGREES 02 MINUTES 13 SECONDS WEST A DISTANCE OF 252.99 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 74 DEGREES 52 MINUTES 00 SECONDS WEST A DISTANCE OF 635.31 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 82 DEGREES 32 MINUTES 15 SECONDS WEST A DISTANCE OF 630.69 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 59 DEGREES 12 MINUTES 10 SECONDS WEST A DISTANCE OF 719.92 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 66 DEGREES 20 MINUTES 58 SECONDS WEST A DISTANCE OF 422.66 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 84 DEGREES 44 MINUTES 55 SECONDS WEST A DISTANCE OF 140.81 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 51 DEGREES 10 MINUTES 14 SECONDS WEST A DISTANCE OF 157.82 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 00 DEGREES 22 MINUTES 31 SECONDS EAST A DISTANCE OF 188.57 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 28 DEGREES 05 MINUTES 08 SECONDS WEST A DISTANCE OF 239.18 FEET TO AN IRON PIN AND THE TRUE POINT OF BEGINNING;

THENCE RUNNING SOUTH 82 DEGREES 50 MINUTES 59 SECONDS WEST A DISTANCE OF 714.07 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 78 DEGREES 12 MINUTES 34 SECONDS WEST A DISTANCE OF 119.54 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 33 DEGREES 37 MINUTES 47 SECONDS WEST A DISTANCE OF 134.55 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 02 DEGREES 13 MINUTES 40 SECONDS WEST A DISTANCE OF 53.26 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 07 DEGREES 02 MINUTES 45 SECONDS EAST A DISTANCE OF 91.28 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 40 DEGREES 37 MINUTES 08 SECONDS WEST A DISTANCE OF 30.00 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 49 DEGREES 09 MINUTES 55 SECONDS EAST A DISTANCE OF 81.57 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 66 DEGREES 02 MINUTES 18 SECONDS EAST A DISTANCE OF 103.36 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 49 DEGREES 09 MINUTES 55 SECONDS EAST A DISTANCE OF 188.04 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 78 DEGREES 39 MINUTES 12 SECONDS EAST A DISTANCE OF 559.17 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 63 DEGREES 29 MINUTES 49 SECONDS EAST A DISTANCE OF 628.58 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 79 DEGREES 54 MINUTES 18 SECONDS EAST A DISTANCE OF 293.21 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 23 DEGREES 31 MINUTES 56 SECONDS WEST A DISTANCE OF 167.46 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 60 DEGREES 36 MINUTES 35 SECONDS EAST A DISTANCE OF 239.35 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 50 DEGREES 01 MINUTES 59 SECONDS EAST A DISTANCE OF 70.73 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 51 DEGREE 02 MINUTES 07 SECONDS WEST A DISTANCE OF 351.46 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 16 DEGREES 45 MINUTES 37 SECONDS EAST A DISTANCE OF 8.55 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 79 DEGREES 22 MINUTES 01 SECONDS WEST A DISTANCE OF 80.75 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 69 DEGREES 16 MINUTES 09 SECONDS WEST A DISTANCE OF 702.47 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 28 DEGREES 12 MINUTES 06 SECONDS EAST A DISTANCE OF 208.73 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 79 DEGREES 53 MINUTES 26 SECONDS WEST A DISTANCE OF 75.95 FEET TO AN IRON PIN AND THE TRUE POINT OF BEGINNING.

SAID PROPERTY CONTAINING 17.300 ACRES, MORE OR LESS.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 175 OF THE 2ND DISTRICT, 5TH SECTION OF DOUGLAS COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LAND LOT 174;

THENCE RUNNING NORTH 01 DEGREES 13 MINUTES 20 SECONDS EAST A DISTANCE OF 135.68 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 82 DEGREES 56 MINUTES 03 SECONDS EAST A DISTANCE OF 342.42 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 18 DEGREES 57 MINUTES 06 SECONDS EAST ALONG THE WESTERN RIGHT-OF-WAY OF GOLFERS WAY A DISTANCE OF 348.75 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 53 DEGREES 02 MINUTES 13 SECONDS WEST A DISTANCE OF 252.99 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 74 DEGREES 52 MINUTES 00 SECONDS WEST A DISTANCE OF 635.31 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 82 DEGREES 32 MINUTES 15 SECONDS WEST A DISTANCE OF 630.69 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 59 DEGREES 12 MINUTES 10 SECONDS WEST A DISTANCE OF 719.92 FEET TO AN IRON PIN,

THENCE RUNNING SOUTH 66 DEGREES 20 MINUTES 58 SECONDS WEST A DISTANCE OF 422.66 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 84 DEGREES 44 MINUTES 55 SECONDS WEST A DISTANCE OF 140.81 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 51 DEGREES 10 MINUTES 14 SECONDS WEST A DISTANCE OF 157.82 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 00 DEGREES 22 MINUTES 31 SECONDS EAST A DISTANCE OF 188.57 FEET TO AN IRON PIN AND THE TRUE POINT OF BEGINNING;

THENCE RUNNING NORTH 28 DEGREES 05 MINUTES 08 SECONDS WEST A DISTANCE OF 239.18 FEET TO AN IRON PIN;

THENCE RUNNING NORTH 79 DEGREES 53 MINUTES 26 SECONDS EAST A DISTANCE OF 75.95 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 27 DEGREES 49 MINUTES 03 SECONDS EAST A DISTANCE OF 227.40 FEET TO AN IRON PIN;

THENCE RUNNING SOUTH 71 DEGREES 12 MINUTES 57 SECONDS WEST A DISTANCE OF 72.13 FEET TO AN IRON PIN AND THE TRUE POINT OF BEGINNING.]

SAID EASEMENT CONTAINING 0.364 ACRES, MORE OR LESS.

THE FOLLOWING () MATTERS AFFECT GOLF TRACT ONE, GOLF TRACT TWO, GOLF TRACT THREE, GOLF TRACT FOUR, GOLF TRACT FIVE, GOLF TRACT SIX, GOLF TRACT SEVEN AND GOLF TRACT EIGHT:

(A) EASEMENTS AND OTHER INTERESTS IN REAL PROPERTY CONTAINED IN QUIT CLAIM DEED BY AND BETWEEN PATTEN SEED COMPANY, A GEORGIA CORPORATION AND CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP, DATED JULY 24, 2002, FILED FOR RECORD JULY 29, 2002, AND RECORDED IN DEED BOOK 1597, PAGE 136 DOUGLAS COUNTY, GEORGIA RECORDS.

(B) EASEMENTS AND OTHER INTERESTS IN REAL PROPERTY CONTAINED IN EASEMENT AGREEMENT BY AND AMONG MIRROR LAKE COMMUNITY ASSOCIATION, INC., A GEORGIA CORPORATION AND PATTEN SEED COMPANY, A GEORGIA CORPORATION, DATED OCTOBER 28, 2003, FILED FOR RECORD NOVEMBER 18, 2003, AND RECORDED IN DEED BOOK 1870, PAGE 75, AFORESAID RECORDS.

(C) EASEMENTS AND OTHER INTERESTS IN REAL PROPERTY EVIDENCED IN PLAT RECORDED IN PLAT BOOK 26, PAGE 69, DOUGLAS COUNTY, GEORGIA RECORDS.

47.418 ACRE TRACT

ALL THAT TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN LAND LOTS 179, 205, AND 206 OF THE 2ND DISTRICT AND FIFTH SECTION OF DOUGLAS COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT THE SOUTHEAST CORNER OF LAND LOT 205 OF SAID DISTRICT, SECTION, COUNTY AND STATE;

THENCE RUN NORTH 89 DEGREES 15 MINUTES 21 SECONDS WEST, ALONG THE SOUTH LINE OF LAND LOT 205, A DISTANCE OF 569.75 FEET TO A POINT WHICH IS THE TRUE POINT OF BEGINNING AND FROM SAID TRUE POINT OF BEGINNING;

RUN THENCE NORTH 89 DEGREES 14 MINUTES 55 SECONDS WEST, ALONG THE SOUTH LAND LOT LINE OR LAND LOT 205, A DISTANCE OF 960.32 FEET TO AN IRON PIN;

THENCE LEAVING THE SOUTH LAND LOT LINE OF LAND LOT 205, RUN NORTH 49 DEGREES 29 MINUTES 42 SECONDS WEST, ALONG PROPERTY NOW OR FORMERLY OWNED BY FAIRGREEN MIRROR LAKE LLC [SOUTHWOOD AT MIRROR LAKE PHASE II-B], A DISTANT OF 260.32 FEET TO AN IRON PIN;

RUN THENCE NORTH 49 DEGREES 28 MINUTES 23 SECONDS WEST, ALONG PROPERTY NOW OR FORMERLY OWNED BY FAIRGREEN MIRROR LAKE LLC [SOUTHWOOD AT MIRROR LAKE PHASE II-B], A DISTANCE OF 526.34 FEET TO AN IRON PIN;

RUN THENCE NORTH 61 DEGREES 15 MINUTES 53 SECONDS WEST, ALONG PROPERTY NOW OR FORMERLY OWNED BY FAIRGREEN MIRROR LAKE LLC [SOUTHWOOD AT MIRROR LAKE PHASE II-B], A DISTANCE OF 397.00 FEET TO AN IRON PIN;

RUN THENCE SOUTH 41 DEGREES 02 MINUTES 07 SECONDS WEST, ALONG PROPERTY NOW OR FORMERLY OWNED BY FAIRGREEN MINOR LAKE LLC [SOUTHWOOD AT MIRROR LAKE PHASE II-B], A DISTANCE OF 388.89 FEET TO AN IRON PIN;

RUN THENCE SOUTH 37 DEGREES 29 MINUTES 15 SECONDS WEST, ALONG PROPERTY NOW OR FORMERLY OWNED BY FAIRGREEN MINOR LAKE LLC, A DISTANCE OF 332.76 FEET TO AN IRON PIN;

RUN THENCE SOUTH 70 DEGREES 20 MINUTES 30 SECONDS WEST, ALONG PROPERTY NOW OR FORMERLY OWNED BY FAIRGREEN MIRROR LAKE LLC, A DISTANCE OF 463.94 FEET TO AN IRON PIN AND CORNER OF A CEMETERY;

RUN THENCE NORTH 02 DEGREES 12 MINUTES 07 SECONDS WEST, ALONG A CEMETERY, A DISTANCE OF 12.97 FEET TO IRON PIN;

RUN THENCE SOUTH 87 DEGREES 47 MINUTES 53 SECONDS WEST, ALONG A CEMETERY, A DISTANCE OF 213.70 FEET TO AN IRON PIN;

RUN THENCE SOUTH 01 DEGREES 17 MINUTES 29 SECONDS EAST, ALONG A CEMETERY, A DISTANCE OF 34.38 FEET TO AN IRON PIN;

RUN THENCE NORTH 68 DEGREES 36 MINUTES 20 SECONDS WEST, ALONG A CEMETERY, A DISTANCE OF 42.77 FEET TO AN IRON PIN ON THE EAST RIGHT- OF-WAY LINE OF MIRROR LAKE PARKWAY (A 60 FOOT RIGHT OF WAY);

RUN THENCE NORTH 01 DEGREES 06 MINUTES 42 SECONDS WEST, ALONG THE EAST LINE OF MIRROR LAKE PARKWAY, A DISTANCE OF 40.96 FEET TO A POINT;

THENCE RUN NORTHWEST, ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF THE MIRROR LAKE PARKWAY AND ALONG A 530.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 159.46 FEET TO A POINT (SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 09 DEGREES 43 MINUTES 50 SECONDS WEST AND HAVING A CHORD DISTANCE OF 158.86 FEET);

RUN THENCE NORTH 18 DEGREES 21 MINUTES 00 SECONDS WEST, ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF THE MIRROR LAKE PARKWAY, A DISTANCE OF 179.66 FEET TO A POINT;

RUN THENCE NORTH WEST, ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF THE MIRROR LAKE PARKWAY AND ALONG A 260.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 59.50 FEET TO AN IRON PIN (SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 11 DEGREES 47 MINUTES 39 SECONDS WEST AND HAVING A CHORD DISTANCE OF 59.37 FEET);

THENCE LEAVING THE EAST RIGHT-OF-WAY LINE OF MIRROR LAKE PARKWAY, RUN NORTH 52 DEGREES 02 MINUTES 24 SECONDS EAST, A DISTANCE OF 101.43 FEET TO AN IRON PIN;

RUN THENCE NORTH 75 DEGREES 11 MINUTES 33 SECONDS EAST, A DISTANCE OF 122.20 FEET TO AN IRON PIN;

RUN THENCE NORTH 32 DEGREES 01 MINUTES 07 MINUTES EAST, A DISTANCE OF 170.19 FEET TO AN IRON PIN AND CORNER;

RUN THENCE NORTH 58 DEGREES 41 MINUTES 16 SECONDS EAST, ALONG LOTS 27, 28, 29, 30, 31 AND 32 OF NORTHWOODS AT MIRROR LAKE, A DISTANCE OF 427.11 FEET TO AN IRON PIN;

RUN THENCE NORTH 46 DEGREES 03 MINUTES 12 SECONDS EAST, ALONG PROPERTY NOW OR FORMERLY OWNED BY FAIRGREEN MIRROR LAKE LLC, A DISTANCE OF 658.11 FEET TO AN IRON PIN;

RUN THENCE SOUTH 65 DEGREES 46 MINUTES 40 SECONDS EAST, ALONG PROPERTY NOW OR FORMERLY OWNED BY FAIRGREEN MIRROR LAKE LLC, A DISTANCE OF 924.03 FEET TO AN IRON PIN;

RUN THENCE NORTH 62 DEGREES 38 MINUTES 14 SECONDS EAST, ALONG PROPERTY NOW OR FORMERLY OWNED BY FAIRGREEN MIRROR LAKE LLC, A DISTANCE OF 261.13 FEET TO AN IRON PIN;

RUN THENCE SOUTH 43 DEGREES 49 MINUTES 25 SECONDS EAST, ALONG PROPERTY NOW OR FORMERLY OWNED BY FAIRGREEN MIRROR LAKE LLC, A DISTANCE OF 859.56 FEET TO AN IRON PIN;

RUN THENCE SOUTH 74 DEGREES 20 MINUTES 05 SECONDS EAST, ALONG PROPERTY NOW OR FORMERLY OWNED BY FAIRGREEN MIRROR LAKE LLC, A DISTANCE OF 194.10 FEET TO AN IRON PIN;

RUN THENCE SOUTH 28 DEGREES 53 MINUTES 48 SECONDS EAST, ALONG PROPERTY NOW OR FORMERLY OWNED BY FAIRGREEN MIRROR LAKE LLC, A DISTANCE OF 320.39 FEET TO AN IRON PIN;

RUN THENCE SOUTH 01 DEGREES 38 MINUTES 15 SECONDS EAST, ALONG PROPERTY NOW OF FORMERLY OWNED BY FAIRGREEN MIRROR LAKE LLC, OF DISTANCE OF 112.82 FEET TO A POINT WHICH IS THE TRUE POINT OF BEGINNING.

SAID PROPERTY CONTAINING 47.418 ACRES, MORE OR LESS, AND BEING AS MORE FULLY SHOWN BY THAT CERTAIN SURVEY FOR CAPMARK FINANCE, INC., STEWART TITLE GUARANTY COMPANY, AND SEQUOIA GOLF MIRROR.

LESS AND EXCEPT FROM THE 47.418 ACRE TRACT THE FOLLOWING PARCEL:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 206, 2ND DISTRICT, 5TH SECTION, DOUGLAS COUNTY GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO REACH THE POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF STOCKMAR ROAD (50 FOOT RIGHT-OF-WAY) WITH THE EASTERLY RIGHT-OF-WAY OF MIRROR LAKE PARKWAY (ALSO KNOWN AS SHORELINE PARKWAY) (50 FOOT RIGHT-OF-WAY);

THENCE EASTERLY AND NORTHEASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY OF STOCKMAR ROAD A DISTANCE OF 1217.36 FEET TO A POINT;

THENCE CONTINUE ALONG THE SOUTHERLY RIGHT-OF-WAY OF STOCKMAR ROAD THE FOLLOWING COURSES AND DISTANCES:

NORTH 64 DEGREES 54 MINUTES 20 SECONDS EAST A DISTANCE OF 170.48 FEET TO A POINT;

ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 141.61 FEET (SAID ARC HAVING A CHORD DISTANCE OF 141.51 FEET ON A BEARING OF NORTH 68 DEGREES 31 MINUTES 39 SECONDS EAST AND A RADIUS OF 1120.01 FEET) TO A POINT;

ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 131.93 FEET (SAID ARC HAVING A CHORD DISTANCE OF 131.08 FEET ON A BEARING OF NORTH 83 DEGREES 24 MINUTES 11 SECONDS EAST AND A RADIUS OF 335.84 FEET) TO A POINT;

SOUTH 85 DEGREES 20 MINUTES 37 SECONDS EAST A DISTANCE OF 21.87 FEET TO A POINT;

ALONG AN ARC OF A CURVE TO THE RIGHT A DISTANCE OF 59.43 FEET (SAID ARC HAVING A CHORD DISTANCE OF 59.43 FEET ON A BEARING OF SOUTH 83 DEGREES 36 MINUTES 05 SECONDS EAST AND A RADIUS OF 977.30 FEET) TO A POINT;

SOUTH 81 DEGREES 51 MINUTES 33 SECONDS EAST A DISTANCE OF 64.00 FEET TO A POINT;

ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 69.17 FEET (SAID ARC HAVING A CHORD DISTANCE OF 69.16 FEET ON A BEARING OF SOUTH 82 DEGREES 38 MINUTES 37 SECONDS EAST AND A RADIUS OF 2525.90 FEET) TO A POINT;

ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 211.30 FEET (SAID ARC HAVING A CHORD DISTANCE OF 210.99 FEET ON A BEARING OF SOUTH 88 DEGREES 49 MINUTES 05 SECONDS EAST AND A RADIUS OF 1123.07 FEET) TO A POINT;

NORTH 85 DEGREES 47 MINUTES 32 SECONDS EAST A DISTANCE OF 86.20 FEET TO A POINT;

ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 28.84 FEET (SAID ARC HAVING A CHORD DISTANCE OF 28.84 FEET ON A BEARING OF NORTH 84 DEGREES 54 MINUTES 27 SECONDS EAST AND A RADIUS OF 934.08 FEET) TO A POINT;

NORTH 84 DEGREES 01 MINUTES 22 SECONDS EAST A DISTANCE OF 482.14 FEET TO A POINT;

SOUTH 11 DEGREES 06 MINUTES 56 SECONDS WEST AND DEPARTING THE RIGHT-OF-WAY OF STOCKMAR ROAD A DISTANCE OF 701.32 FEET TO A POINT;

SOUTH 21 DEGREES 20 MINUTES 24 SECONDS WEST A DISTANCE OF 223.85 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING THUS ESTABLISHED;

THENCE SOUTH 21 DEGREES 20 MINUTES 24 SECONDS WEST A DISTANCE OF 44.58 FEET TO A POINT;

THENCE SOUTH 77 DEGREES 52 MINUTES 38 SECONDS WEST A DISTANCE OF 5.49 FEET TO A POINT;

THENCE SOUTH 65 DEGREES 32 MINUTES 10 SECONDS WEST A DISTANCE OF 22.02 FEET

THENCE SOUTH 75 DEGREES 15 MINUTES 07 SECONDS WEST A DISTANCE OF 10.95 FEET TO A POINT;

THENCE NORTH 55 DEGREES 20 MINUTES 44 SECONDS WEST A DISTANCE OF 6.51 FEET TO A POINT;

THENCE NORTH 85 DEGREES 02 MINUTES 17 SECONDS WEST A DISTANCE OF 14.64 FEET TO A POINT;

THENCE SOUTH 77 DEGREES 48 MINUTES 04 SECONDS WEST A DISTANCE OF 9.97 FEET TO A POINT;

THENCE SOUTH 69 DEGREES 40 MINUTES 17 SECONDS WEST A DISTANCE OF 9.58 FEET TO A POINT;

THENCE SOUTH 70 DEGREES 30 MINUTES 49 SECONDS WEST A DISTANCE OF 11.15 FEET TO A POINT;

THENCE NORTH 69 DEGREES 52 MINUTES 31 SECONDS WEST A DISTANCE OF 10.49 FEET TO A POINT;

THENCE NORTH 61 DEGREES 37 MINUTES 01 SECONDS WEST A DISTANCE OF 6.77 FEET TO A POINT;

THENCE NORTH 79 DEGREES 01 MINUTES 12 SECONDS WEST A DISTANCE OF 2.89 FEET TO A POINT;

THENCE SOUTH 44 DEGREES 28 MINUTES 15 SECONDS WEST A DISTANCE OF 4.64 FEET TO A POINT;

THENCE SOUTH 23 DEGREES 18 MINUTES 29 SECONDS WEST A DISTANCE OF 10.36 FEET TO A POINT;

THENCE SOUTH 46 DEGREES 30 MINUTES 13 SECONDS WEST A DISTANCE OF 8.19 FEET TO A POINT;

THENCE SOUTH 77 DEGREES 45 MINUTES 48 SECONDS WEST A DISTANCE OF 22.15 FEET TO A POINT;

THENCE SOUTH 86 DEGREES 04 MINUTES 12 SECONDS WEST A DISTANCE OF 25.52 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 34 MINUTES 50 SECONDS WEST A DISTANCE OF 25.52 FEET TO A POINT;

THENCE NORTH 83 DEGREES 09 MINUTES 39 SECONDS WEST A DISTANCE OF 22.89 FEET TO A POINT;

THENCE NORTH 50 DEGREES 41 MINUTES 31 SECONDS WEST A DISTANCE OF 24.16 FEET TO A POINT;
THENCE NORTH 50 DEGREES 45 MINUTES 49 SECONDS WEST A DISTANCE OF 20.35 FEET TO A POINT;
THENCE NORTH 58 DEGREES 19 MINUTES 10 SECONDS WEST A DISTANCE OF 19.21 FEET TO A POINT;
THENCE NORTH 36 DEGREES 07 MINUTES 49 SECONDS WEST A DISTANCE OF 21.94 FEET TO A POINT;
THENCE NORTH 28 DEGREES 41 MINUTES 22 SECONDS WEST A DISTANCE OF 25.79 FEET TO A POINT;
THENCE NORTH 30 DEGREES 06 MINUTES 27 SECONDS WEST A DISTANCE OF 16.13 FEET TO A POINT;
THENCE NORTH 42 DEGREES 24 MINUTES 07 SECONDS WEST A DISTANCE OF 22.48 FEET TO A POINT;
THENCE NORTH 55 DEGREES 45 MINUTES 48 SECONDS WEST A DISTANCE OF 22.34 FEET TO A POINT;
THENCE NORTH 65 DEGREES 46 MINUTES 10 SECONDS WEST A DISTANCE OF 11.39 FEET TO A POINT;
THENCE NORTH 48 DEGREES 25 MINUTES 10 SECONDS EAST A DISTANCE OF 10.46 FEET TO A POINT;
THENCE SOUTH 52 DEGREES 53 MINUTES 59 SECONDS EAST A DISTANCE OF 203.23 FEET TO A POINT;
THENCE NORTH 71 DEGREES 22 MINUTES 56 SECONDS EAST A DISTANCE OF 197.33 FEET TO THE POINT
OF BEGINNING.

SAID PROPERTY CONTAINING 0.21251 ACRES OR 9,257 SQUARE FEET.

EXHIBIT B

Permitted Exceptions

1. Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records (as defined in the commitment for owner's title insurance bearing the file number NCS-1178839-PITT, dated as of August 28, 2023, listing Grantee as proposed insured and covering the Property) (the "Title Commitment"); (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interest or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Property or that may be asserted by persons in possession of the Property.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachments, encumbrances, violations, variations, or adverse circumstances affecting title that would be disclosed by an accurate and complete land survey of the Property or that could be ascertained by an inspection of the Property.
5. Any minerals or mineral rights leased, granted or retained by current or prior owners.
6. Taxes and assessments for the year 2023 and subsequent years, not yet due and payable, and taxes for prior years arising from reassessments or digest disputes.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the Grantee acquires for value of record the estate or interest covered by the Commitment.
8. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records on the date of the Commitment and not otherwise excepted from coverage.
9. Rights of upper and lower riparian owners in and to the waters of any creek or stream that bounds or traverses the Property free from increase, decrease or pollution.
10. Rights of tenants in possession, as tenants only, under unrecorded occupancy agreements.
11. Reservation of Mineral Rights, and reservation of Rights to Fish [in lake to be constructed by A.H. Stockmar] contained in (a) Warranty Deed between Mrs. Vera H. Stockmar to Paul G. Astin, dated September 19, 1945, filed for record April 29, 1945, and recorded in Deed Book 9, Page 191, Douglas County, Georgia records; (b) Warranty Deed between Mrs. Vera H. Stockmar to W.P. Kinney, dated September 18, 1945, filed for record

December 20, 1946, and recorded in Deed Book 9, Page 413, Douglas County, Georgia records; and (c) Warranty Deed between Mrs. Vera H. Stockmar to F.A. Woolbright, dated September 18, 1940, filed for record December 20, 1946, and recorded in Deed Book 9, Page 414, Douglas County, Georgia records.

12. Easement from J. C. Gordon to City of Dallas, Georgia, a municipal corporation, dated April 3, 1954, filed for record March 13, 1961, and recorded in Deed Book 37, Page 277, Douglas County, Georgia records.
13. Easement Agreement from Liberty Road Properties, a Georgia Limited Partnership to the City of Villa Rica, Georgia, dated July 6, 1988, filed for record October 18, 1988, and recorded in Deed Book 622, Page 699, Douglas County, Georgia records.
14. Easement by Nathaniel A. Humphries, et al, dated September 26, 1992, filed for record November 19, 1992, and recorded in Deed Book 788, Page 209, Douglas County, Georgia records.
15. Agreement Regarding Option Property between Liberty Road Properties, a Georgia limited partnership and Mirror Lake, LLC, a Georgia limited liability company, dated January 9, 1988 and filed January 22, 1998 in Deed Book 1129, Page 656, aforesaid records; as amended by First Amendment To Agreement Regarding Option Property, dated June 15, 1998 and filed for record June 18, 1998, and recorded in Deed Book 1168, Page 486, Douglas County, Georgia records.
16. Declaration of Restrictive Covenants and Development Agreement by Mirror Lake, LLC, West Georgia National Bank and Harry D. Coats, Mark M. Young, Jeff R. Matthews and Phillip Kauffman, dated April 1, 1999, filed for record April 5, 1999, and recorded in Deed Book 1244, Page 145, Douglas County, Georgia records.
17. Terms and provisions of an unrecorded Golf Course Operating Agreement by and between Mirror Lake, LLC, a Georgia limited liability company and Patten Seed Company, a Georgia corporation, dated March 13, 1998; as modified by and by unrecorded First Amendment dated August 1, 2000, as evidenced in Limited Warranty Deed between Mirror Lake, LLC, a Georgia limited liability company and Patten Seed Company, a Georgia corporation, dated August 1, 2000, filed for record August 24, 2000, and recorded in Deed Book 1350, Page 789, aforesaid records; as affected by Consent and Amendment to Golf Course Operating Agreement between Fairgreen Capital, L.P., a Georgia limited partnership, Patten Seed Company, a Georgia corporation and Sequoia Golf Mirror Lake LLC, a Georgia limited liability company and Parthenon-Sequoia LLC, a Cayman Island corporation, dated October 28, 2003 and filed November 18, 2003 in Deed Book 1870, Page 94, Douglas County, Georgia records.
18. Easement Agreement between Patten Seed Company, a Georgia corporation and Mirror Lake, LLC, a Georgia limited liability company, dated August 1, 2000, filed for record August 24, 2000, and recorded in Deed Book 1350, Page 793, Douglas County, Georgia records.

19. Agreement by and among Patten Seed Company, a Georgia corporation, and Mirror Lake, LLC, a Georgia limited liability company and Bob Adams Homes, Inc., a Georgia corporation, dated December 7, 2000, filed for record March 21, 2001, and recorded in Deed Book 1399, Page 828, Douglas County, Georgia records.
20. Easement from Mirror Lake, LLC, a Georgia limited liability company to Greystone Power Corporation, an Electric Member Corporation, dated December 5, 2001, filed for record December 26, 2001, and recorded in Deed Book 1504, Page 59, Douglas County, Georgia records.
21. Easement from Mirror Lake, LLC, a Georgia limited liability company to Georgia Power Company, dated March 28, 2000, filed for record February 1, 2002, and recorded in Deed Book 1521, Page 712, Douglas County, Georgia records.
22. Terms and provisions of Easements granted in Quit Claim Deed by and between Patten seed Company, a Georgia corporation and Centex Homes, a Nevada general partnership, dated July 24, 2002, filed for record July 29, 2002, and recorded in Deed Book 1597, Page 136, Douglas County, Georgia records.
23. Terms and provisions of an unrecorded Golf Course Operating Agreement by and between Mirror Lake, LLC, a Georgia limited liability company and Patten Seed Company, a Georgia corporation, dated March 13, 1998; as modified by and by unrecorded First Amendment dated August 1, 2000, as evidenced in Limited Warranty Deed between Mirror Lake, LLC, a Georgia limited liability company and Patten Seed Company, a Georgia corporation, dated September 30, 2002, filed for record July 17, 2003, and recorded in Deed Book 1789, Page 711, Douglas County, Georgia records; as affected by Consent and Amendment to Golf Course Operating Agreement between Fairgreen Capital, L.P., a Georgia limited partnership, Patten Seed Company, a Georgia corporation and Sequoia Golf Mirror Lake LLC, a Georgia limited liability company and Parthenon-Sequoia LLC, a Cayman Island corporation, dated October 28, 2003 and filed November 18, 2003 in Deed Book 1870, Page 94, Douglas County, Georgia records.
24. Easement Agreement between Patten Seed Company, a Georgia corporation and Fairgreen Capital, LP, dated September 30, 2002, filed for record November 18, 2003, and recorded in Deed Book 1870, Page 70, Douglas County, Georgia records.
25. Terms and provisions of Easement Agreement by and among Mirror Lake Community Association, Inc., a Georgia corporation and Patten Seed Company, a Georgia corporation, dated October 28, 2003, filed for record November 18, 2003, and recorded in Deed Book 1870, Page 75, Douglas County, Georgia records.
26. Terms and Conditions of Lease Agreement by and between CC Mirror Lake, LLC, a Nevada limited liability company and Sequoia Golf Mirror Lake LLC, a Georgia limited liability company, dated September 30, 2014, as evidenced by Memorandum of Lease between the same parties, dated September 30, 2014, filed December 8, 2014, and recorded

in Deed Book 3261 Page 641, Douglas County, Georgia records; as affected by Subordination Agreement by and among Sequoia Golf Mirror Lake LLC, a Georgia limited liability company, CC Mirror Lake, LLC, a Nevada limited liability company and Citibank N.A., dated November 22, 2017, filed for record December 12, 2017, and recorded in Deed Book 3550, Page 144, Douglas County, Georgia records.

27. Matters shown on plat recorded in Plat Book 26, Page 69, Douglas County, Georgia records.
28. Matters shown on plat recorded in Plat Book 29, Page 77, Douglas County, Georgia records.
29. Matters shown on plat recorded in Plat Book 29, Page 81, Douglas County, Georgia records.

The following matters affect the 47.418 Acre Tract only:

1. Right of Way Easement from Fairgreen Capital, LP to Greystone Power Corporation Electric Membership Corporation, dated September 15, 2005, filed for record November 18, 2005, and recorded in Deed Book 2262, Page 976, Douglas County, Georgia.
2. Declaration of Protective Covenants and Restrictions by Fairgreen Mirror Lake, LLC, dated December 5, 2006, filed for record December 21, 2006, and recorded in Deed Book 2488, Page 388, Douglas County, Georgia.
3. Reservation of easements contained in Limited Warranty Deed by Fairgreen Mirror Lake, LLC, a Georgia limited liability company and Sequoia Golf Mirror Lake LLC, a Georgia limited liability company, dated June 23, 2008, filed for record July 8, 2008, and recorded in Deed Book 2716, Page 249, Douglas County, Georgia.
4. Matters as would be disclosed by a current and accurate survey and inspection of the Property.

MIRROR LAKE GOLF CLUB MANAGEMENT AGREEMENT

This Management Agreement ("**Agreement**") is made and entered into this 6th day of October 2023, ("**Effective Date**") by and between SILVERLINE GOLF LLC, a Georgia limited liability company ("**Owner**"), and AFFINITI GOLF PARTNERS, LLC, a Georgia limited liability company, d/b/a "Bobby Jones Links" ("**BJL**") (the Parties).

WITNESSETH:

Whereas, Owner owns certain real property known as Mirror Lake Golf Club, a 36-hole golf course, clubhouse, and other amenities located in 1000 Cannongate Parkway, Villa Rica, GA 30180 (the "**Club**"); and

Whereas BJJ is engaged in the business of developing, marketing, maintaining, and managing golf and country clubs; and

Whereas the Owner desires to hire BJJ as an independent contractor under the terms and conditions set forth herein to manage and conduct the business and services of the Club.

Now, therefore, in consideration of the mutual promises and covenants contained in this Agreement and intending to be legally bound at this moment, Owner and BJJ agree as follows:

1. APPOINTMENT OF BJJ AS MANAGER AND DEFINED TERMS

Owner hereby retains, engages, and appoints BJJ to perform the services during the Term, as more fully described herein, as manager of the Club and BJJ hereby accepts such appointment, subject to the provisions of this Agreement.

2. TERM

Services provided by BJJ to Owner pursuant to this Agreement shall begin on the date the Club is acquired by Owner from Sequioa Golf LLC (estimated to be on or about November 20, 2023) (the "**Commencement Date**") and shall end on the Third (3rd) anniversary of the Commencement Date, unless terminated per Section 9. This Agreement shall be automatically extended thereafter for one (1) three (3) year term unless at least one hundred twenty (120) days before the end of the initial term of this Agreement, Owner or BJJ has notified the other that the term shall terminate upon its expiration date; provided that nothing in this Section 2 is intended to limit or modify either party's rights to terminate this Agreement pursuant to Section 9 of this Agreement. Thereafter, at least ninety (90) days before the end of the extended Term, this Agreement may be extended upon the mutual agreement of BJJ and Owner. The term of this Agreement, as it may be extended thereafter, is herein referred to as the "**Term**."

3. **RESPONSIBILITIES OF B/JL**

Subject to the terms of this Agreement, B/JL, as an independent contractor, shall have the sole and exclusive right to supervise, manage, direct, and operate the Club on behalf of and account of Owner, subject to the terms of this Agreement and consistent with and by the Annual Plan and Budget approved by Owner as defined herein. Owner and B/JL agree they shall cooperate reasonably to permit B/JL to carry out its duties under this Agreement. In the absence of written direction or written policies of the Owner, B/JL shall exercise reasonable judgment in its management activities.

Subject to the terms of this Agreement and the Annual Plan and Budget, B/JL shall have the responsibility and authority to provide general operational management services for the Club, including, without limitation, the following services:

- A. **Club Operations.** B/JL shall use commercially reasonable efforts to perform all acts that are necessary in the opinion of B/JL to operate and manage the Club, subject to the approved Annual Plan and Budget, the Approval Rights and terms and conditions set forth herein, on behalf of and for the account, and at the sole cost and expense of, Owner, in accordance with the standards of quality expected at comparable clubs in the vicinity of the Club. B/JL shall have the authority and responsibility for the administration, operation and management of the Club and the Property. At a minimum, B/JL shall perform the following acts and services:
- a. Manage the Club and use commercially reasonable efforts to achieve the approved Budget;
 - b. Implement the policies and standards of the Club, as approved by Owner;
 - c. Establish golf course maintenance standards approved by Owner and funded appropriately in the Budget;
 - d. Manage and supervise all day-to-day operations of the Club, including tee time reservations, collecting green and cart fees, membership sales and services, clubhouse operations, outside services, course maintenance, managing tournaments and events, food & beverage, payroll and benefits administration, accounting and financial reporting, etc.;
 - e. Hire, train, and supervise all employees required to carry out B/JL's responsibilities;
 - f. Manage payment of all Club operating expenses as identified in the Budget;
 - g. Acquire all goods and services necessary to carry out B/JL's responsibilities;
 - h. Market the Club to achieve targeted objectives;
 - i. Assist in obtaining licenses and other operating permits;
 - j. Negotiate contracts for maintenance equipment and golf carts to be executed by Owner; and,
 - k. Make repairs and other improvements to keep the Club in good order.
- B. **Annual Plan and Budget.** The Parties agree to work diligently and in good faith to agree upon the Annual Plan and Budget. Not later than forty-five (45) days before the beginning of each full Fiscal Year, B/JL shall submit to the Owner for approval a proposed annual business plan and operating budget ("**Annual Plan and Budget**"), which shall include goals, objectives, estimated revenues, Operating Expenses and Capital Expenditures for the next Fiscal Year. The Annual Plan and Budget shall contain line-item expenses, revenues, and monthly and annual budget details.

Notwithstanding the foregoing, a preliminary budget shall be due within thirty (30) days following the Commencement Date. The initial Annual Plan and Budget shall be due within forty-five (45) days following the Commencement Date.

Concerning monthly budgets, the Owner recognizes that such budgets are intended as BJL's best estimate of the timing of revenues, but that weather and other factors impacting the operation of the Club may cause anticipated revenues or expenditures indicated in the monthly budget figures to be accelerated or delayed. Other than as stated in this Agreement, the Owner acknowledges that BJL has not made any guarantee, warranty, or representation of any nature concerning the Annual Plan and Budget, gross receipts, or Operating Expenses. The Parties agree to work diligently and in good faith to agree upon the Annual Plan and Budget.

Each Annual Plan and Budget shall be subject to the Owner's prior written approval, in Owner's sole discretion. The Parties contemplate that the Annual Plan and Budget will be agreed upon by Owner no later than the first business day of the Fiscal Year. The Owner shall give its written comments and approval within thirty (30) days after BJL delivers the proposed Annual Plan and Budget to Owner. BJL will incorporate necessary changes within 10 days per owner's comments and resubmit to owner. If the Owner fails to provide any comments or approval with respect to an Annual Plan and Budget within such time, then the Owner shall be deemed to have approved the Annual Plan and Budget. In the event Owner has not approved an Annual Plan and Budget before the first business day of the Fiscal Year, BJL shall continue operating the Club under the Annual Plan and Budget then, in effect, subject to increases in Operating Expenses required due to (i) increases in Gross Revenues or (ii) weather or (iii) other matters beyond the control of BJL, until Owner approves a new Annual Plan and Budget.

Once approved, BJL may propose reasonable amendments or revisions to the Annual Plan and Budget to consider variables or events that did not exist or could not reasonably be anticipated by BJL at the time the Annual Plan and Budget was approved. Any such proposed amendments or revisions shall be submitted in writing. They shall be subject to the Owner's prior written approval, in Owner's sole discretion. If the Owner fails to provide any comments or approval of proposed amendments or revisions within thirty (30) days, the Owner shall be deemed to have approved said proposed amendments or revisions.

- C. Accounting. The accounting services from BJL shall consist of the following: (i) establish for the Club a uniform accounting system, internal controls and reporting systems in accordance with GAAP; (ii) supervision of payroll processing, (iii) process and pay all invoices related to the operation of the Club, (iv) bank and general ledger reconciliations, (v) cash management, sales and liquor tax returns (vi) prepare and/or oversee the preparation of all fiscal monthly financial statements; (vii) deliver monthly financial reporting to the operations team and Owner; (viii) assist operations team with the annual operating and capital budgeting process for the upcoming year; (ix) Provide the annual cash basis statement of income -expense as well as balance sheet; (x) collect, deposit and record all daily cash, check and credit card receipts (to be handled at the Club), (xi) fixed asset maintenance, and (xii) personal property tax filing. The services provided by BJL shall not include the preparation of income tax returns

the legal enforcement of accounts receivable collections, the accounts receivable management at the Club which shall be handled at the Club level.

- D. Audit of Records. All documents, books and accounting and financial records kept by BJI pursuant to this Agreement and relating in any manner to the Club, shall be open for inspection by Owner at any reasonable time during the term of this Agreement and for a period of 2 years thereafter. In addition, Owner or its authorized representatives may, from time to time, conduct an audit of the books of the operation of the Club. Owner shall use reasonable efforts to minimize the interruption to the normal operation of the Club during any inspection or audit performed pursuant to the provisions of this Section. All documents, books and account and financial records kept by BJI and all other records associated with the operation of the Club are the property of the Owner.
- E. Bank Accounts and Flow of Funds. This Agreement contemplates that the flow of funds received and disbursed in connection with the Club's operation shall be conducted and controlled through an operating account (the "**Operating Account**"). The flow of funds received and disbursed in connection with Capital Items shall be conducted and managed through a capital account (the "**Capital Account**," and collectively with the Operating Account, the "**Club Accounts**"). Either party may establish the Club Accounts. If any such account is established by Owner, Owner shall add BJI's designated signer(s) to such account; if BJI establishes any such account, BJI shall establish such account in Owner's name at a bank or other financial institution as determined by Owner and BJI. Owner and BJI designees (as approved by Owner, which approval will not be unreasonably withheld, conditioned, or delayed) shall be the only Parties authorized to draw upon the Club Accounts, subject to the terms of this Agreement. If this Agreement is terminated, BJI shall execute such instruments as necessary to remove as signatories on the Club Accounts all employees of BJI who have been so designated.

Upon termination of this Agreement for any reason, BJI shall continue to have the right to access and use the Operating Account to satisfy all Operating Expenses incurred through the final effective date of termination after all of the notice and cure periods described herein have expired (the "**Termination Effective Date**"). Forty-five (45) days after the Termination Effective Date, BJI's rights to access and use the Operating Account shall be immediately revoked, and all funds in the Club Accounts, along with any other property or funds of Owner in BJI's possession or control, shall be immediately paid over or returned to Owner. For the avoidance of doubt, all funds in the Club Accounts shall at all times be the property of the Owner, including during and after the Term.

BJI shall establish, administer, and maintain the point of sale and credit card procedures and systems for depositing revenues into the Operating Account daily, subject to the Owner's approval. All refunds, credits, payments, points, miles, or other benefits whatsoever related to any credit card processing shall accrue solely to the benefit of Owner or the Club, and not to BJI.

Notwithstanding anything to the contrary, the Owner shall, if sufficient funds are not available from operations, deposit into the Operating Account sufficient funds to pay all Operating Expenses and Management Fees, unless BJI's breach of this Agreement causes such insufficiency. Owner acknowledges and agrees that it has sole responsibility for funding

Operating Expenses, and BJJ shall have no obligation to provide funds for the payment of any Operating Expenses, gross payroll, debts, or other amounts payable by or on behalf of the Club or Owner.

However, if for any reason BJJ shall have advanced funds in payment of any reasonable expense in connection with the maintenance and operation of the Club or the Property, the Owner shall reimburse BJJ within ten (10) days after the invoice for the total amount of such payments. The Owner's failure to reimburse BJJ within fourteen (14) days after the invoice for any such payment shall be an Event of Default by the Owner.

F. Operating Expenses and Owner's Remittance.

1. **Minimum Funds Balance.** On or before the Commencement Date (and in any event, prior to BJJ's incurrence of any Operating Expenses), Owner shall remit funds to BJJ or deposit funds into the Operating Account equal to one month's estimated Operating Expenses (as specified in the approved Budget) ("**Minimum Funds Balance**"). Owner shall replenish the Operating Account in order to maintain the Minimum Funds Balance in the Operating Account as described below. BJJ shall use the funds in the Operating Account to pay the Operating Expenses of the Course. If a replenishment is required, BJJ shall provide Owner with a statement describing the anticipated source and use of funds for the Club prior to 21 days of the needed replenishment. Within ten (10) days after Owner's receipt of such statement from BJJ, Owner shall remit to the Operating Account the amount set forth in such statement. The Parties agree to adjust the Minimum Funds Balance seasonally, or as otherwise required from time to time, to reflect the then-current payment obligations of the Course. At no time shall the Minimum Funds Balance be less than twenty-five thousand dollars (\$25,000) or one month's estimated in-season gross payroll, which includes all related taxes and benefits, whichever is greater (as specified in the approved Budget).
2. **Operating Expenses.** BJJ shall pay all Operating Expenses on behalf of the Owner from the Operating Account. Operating Expenses shall include, but not be limited to, Management Fees (including Base Management Fees and Incentive Management Fees), payroll, payroll taxes, benefits, employee-related costs, insurance, supplies, marketing materials, services, utilities, maintenance and repair, service agreements, and real and personal property taxes levied on the Club. BJJ will collect from and remit on behalf of the Owner, sales, use, value included, and excise taxes on sales and rentals at the Club. The Owner is required to ensure that sufficient Working Capital is present in the Operating Account to enable BJJ to pay all Operating Expenses on behalf of the Owner. In all events, the Owner is responsible for paying all Operating Expenses if BJJ cannot pay all or any part of the Operating Expenses for any reason.
3. BJJ will not be obligated to pay Federal or State income taxes due and payable by Owner but may disburse such amounts on behalf of Owner from the Operating Account upon Owner's written request. Under no circumstances shall BJJ be liable for Federal, State, or local taxes of any kind whatsoever levied against the Owner or the property in relation to Club ownership, leasing, or operations.

- G. Marketing. BJI shall create, direct, and implement an annual marketing plan for the Club as part of the Annual Plan and Budget. The marketing plan for the Club will include a market analysis, a summary of golf programs to include rates, membership structure and associated fees (if applicable), and strategies for increasing acquisition, engagement and yield to achieve the budgeted financial goals and other marketing-related goals for all Club departments.

BJI shall, as an Operating Expense of the Club, as part of its standard marketing operation, obtain and manage:

1. Marketing systems, including internet (website, e-mail) and electronic tee sheet program (reservation system, customer database, POS); credit card processing.
2. Customer acquisition programs, including advertising (print, electronic, display), direct marketing (direct mail, broadcast e-mail), promotional offers, and community and vendor partnerships and sponsorships;
3. Customer retention programs, including special events; promotional offers, and membership events and programs,
4. Sales programs, including outing, membership, and event sales management; and
5. Quality assurance programs, including customer surveying, and 'secret shopper' on-site visits and telephone sales calls;
6. Website development, management and hosting;
7. Social media and online reputation management (via BJI's in-house digital marketing team, third party and proprietary tools);
8. Creative design services and branding materials, graphic design, collateral, and photography.

Certain of these programs in items 6, and 8 above will result in incremental charges that will be designated as "**Centralized Services**" defined herein or provided by a third party. Item #7 for shall be provided by BJI as part of their services in collaboration with Club staff. . Any third-party expense will be billed by BJI without markup. In accordance with BJI policy, these charges will a) be approved as part of the annual budgeting process and b) without markup and profit to BJI.

- H. Employees. All personnel employed at the Club shall be employees of BJI. BJI shall, as an expense of the Club, hire, promote, supervise, direct and train all BJI employees at the Club, fix their compensation and fringe benefits, and, generally, establish and maintain all policies relating to employment and employment benefits. BJI shall have duty with the club's best interest in mind, to hire and fire the club department heads, including the General Manager. Owner shall have the right to object to the employment or separation of any employee of the Club, and Owner shall have final approval any hiring or separation of the General Manager or any Department Head at the Club.

Notwithstanding the preceding, in the event, at any time during the Term, a condition should exist where in BJI's sole and absolute discretion, requires immediate action to preserve and protect the Property, to better assure the Club's continued operation, or to protect the Club's members, guests, or employees, BJI is authorized to suspend or terminate any employee. The Owner shall be notified as soon as reasonably practical. BJI may recommend

to the Owner that certain department heads and the General Manager shall not be hired at the commencement of this Agreement.

Employees wishing to participate in the benefits program shall adhere to the requirements of the BJJ benefits program concerning required contributions, deductibles, and eligibility based on position classification and employee tenure. BJJ employee files shall always be the sole property of the Owner. All costs of every kind and nature pertaining to all employees at the Club arising out of the employer-employee relationship, including, without limitation, salaries, fringe benefits, bonuses, recruitment, background processing, relocation costs, training, performance management, employment-related legal costs, and costs incurred in connection with governmental laws and regulations and insurance rules, including those relating to post-employment costs for benefits, health insurance, cobra payments, and any payouts of unused vacation at the termination of employment, shall be an operating expense paid from the Operating Account. The Owner shall reimburse, indemnify and hold harmless BJJ from all costs, expenses, liabilities, and claims incurred in connection therewith.

Background Checks. BJJ shall, as an Operating Expense, perform applicable employment, credit, driver and criminal pre-employment background checks on department head level employees of the Club who handle money, operate club owned vehicles, and come into contact with minors eighteen years of age. Notwithstanding the foregoing, applicable background checks for designated employees currently employed by the Club will be completed within sixty days (60) days of the Commencement Date.

1. Permits and Licenses. BJJ shall assist the Owner and their legal counsel, as applicable, in applying for and obtaining all registrations, licenses, permits, approvals, and renewals thereof as BJJ deems essential for the lawful operation of the Club, and such licenses, permits, and renewals shall be obtained and maintained in the name of Owner except the liquor license if Owner elects to have liquor license in BJJ's name. BJJ shall renew all registrations, licenses, and permits obtained hereunder and maintain the same in full force and effect. All such registrations, licenses, permits, and renewals shall be the sole and exclusive property of the Owner.
- J. Alcoholic Beverage License. If necessary, BJJ shall assist the Owner and their legal counsel, as applicable, in obtaining and maintaining a new or transferred alcoholic beverage license. The Owner shall provide reasonable cooperation and support to BJJ in obtaining such a license. The licenses shall be held in the name of the Owner except where and to the extent state or local law requires BJJ to hold the license. The Owner shall pay all costs and expenses to obtain, transfer and maintain the alcoholic beverage licenses. In the event that any governmental licensing authority requires that sensitive personal and financial information of Owner, Owner's affiliates, or the officers, directors, or shareholders of same be submitted in connection with any licensing matter, the Owner may, at the Owner's option, elect to compile, complete and submit such information separately. If Owner elects the license to be held by BJJ, BJJ shall coordinate for legal counsel and process, as applicable, in obtaining and maintaining the alcoholic beverage license at owner's cost. Owner reserves the right to transfer any license held by BJJ to Owner's own name in the future upon written notice to BJJ.

- K. Fees and Charges. Subject to the Owner's approval, BJL shall establish, maintain, revise and administer the overall charge structure of the Club, including, without limitation, membership initiation fees and dues, member and non-member fees, and any other services provided at the Club.
- L. Purchasing and Procurement. BJL shall, as authorized agent for Owner, enter into contracts in the name of and at the expense of Owner for the furnishing to the Club all services required for the operation of the Club, including, without limitation, electricity, gas, water, telephone, catering services, consulting services, cleaning services, extermination services, general maintenance, air conditioning maintenance, and cable television services. BJL shall purchase all materials and supplies in the name of, for the account of, and at the Owner's expense. Provided that any such vendor contracts do not have a value of more than twenty-five dollars (\$25,000) or a term of more than one (1) year, BJL may select all vendors and sign the vendor's contracts as an authorized agent on behalf of Owner. For the avoidance of doubt, any vendor contract with a value of more than twenty-five thousand dollars (\$25,000) or a term of more than one (1) year shall require the Owner's signature.

In purchasing operating supplies, operating equipment, inventories (including merchandise to be sold in the golf shop), and services for the Club, BJL may utilize its purchasing procurement services and other group buying techniques involving other clubs managed by BJL, provided that the cost thereof shall be competitive. BJL shall be authorized to place orders for all such items so long as an Operating Expense is included in the Annual Plan and Budget and does not exceed twenty-five thousand dollars (\$25,000.00). BJL shall obtain the Owner's approval for all expenses that total more than twenty-five thousand dollars (\$25,000.00) in a Fiscal Year. The owner shall be responsible for payment of all invoices, and such invoices shall be disbursed from the Operating Account or otherwise promptly paid by the Owner to BJL.

- M. Repairs and Maintenance. BJL shall arrange for the making or installing, at Owner's expense and in the name of Owner, of all repairs, decorations, or maintenance of furnishings, fixtures, or equipment to the Club, as BJL deems reasonable or necessary and as are approved by Owner in the Annual Plan and Budget.
- N. Capital Expenditures. The Owner recognizes the necessity, from time to time, of improvements, replacements to the Club and equipment at the Club and other ordinary capital improvements, repairs, or replacement items (collectively the "Capital Items"). BJL agrees that the Annual Plan and Budget shall include line items for Capital Items to maintain the Club at the level and standard required under this Agreement. Such line items for Capital Items shall be subject to the Owner's approval as part of the Owner's approval of the Annual Plan and Budget.

BJL agrees to expend, on behalf of the Owner, only such amounts as set forth in the Annual Plan and Budget for capital items as shall be required in the normal and ordinary course of operations of the Club to operate the Club as set forth in this Agreement. BJL shall make recommendations to the Owner regarding the expenditure of funds budgeted for capital repairs and improvements. The design and installation of any Capital Items shall be subject to the Owner's prior approval and inspection. If approved by the Owner, BJL shall supervise the installation of Capital Items by such approval.

With respect to Capital Expenditures, except in the case of an emergency, BJL shall secure the Owner's prior written approval for any expenditure of more than \$10,000.

- O. Compliance with Laws. BJL shall arrange, at the Owner's expense, for compliance in all material respects to the extent reasonably practicable with any statutes, ordinances, laws, rules, regulations, orders, and determinations affecting the Club. BJL will promptly, and in all cases no later than forty-eight (48) hours, notify the Owner of any notice that it receives of any non-compliance with statutes, ordinances, laws, rules, regulations, orders, and determinations, and, with the prior written consent of Owner (except in the case of an emergency) make arrangements for curing the non-compliance, including without limitation, any alterations or repairs ordered or required to remedy such noncompliance. The Annual Plan and Budget shall be amended to reflect the cost of remedying such non-compliance. Such revision to the Annual Plan and Budget may include Capital Items to the extent required by applicable law, and expenditures to comply with applicable law shall not be subject to the Owner's prior approval if the Capital Item must be installed on an emergency basis to avoid violating applicable laws, rules, and regulations. Further, BJL shall promptly discharge any lien, encumbrance, or charge on or concerning the Club and the operation thereof, other than mortgages and other encumbrances agreed to by Owner, and BJL will provide written notice of such discharge to Owner within ten (10) days thereof. For the avoidance of doubt, BJL shall not have the authority to create or suffer to exist any lien upon any Owner or Club property.
- P. Legal Actions. Legal counsel for BJL and Owner shall cooperate in the defense or prosecution of any action pertaining to the Club. BJL shall not institute or defend any legal action or retain counsel affecting the Club without the Owner's prior written consent. BJL shall promptly, and in all cases no later than forty-eight (48) hours, forward all legal notices or notices of a financial nature related to the Club to the Owner. BJL shall advise and assist the Owner in instituting or defending, as the case may be, in the name of Club, Owner, and BJL, but in any event expressly as an Operating Expense, all actions arising out of the operation of the Club whether or not attributable to the fraud, willful misconduct or gross negligence of BJL, and any and all legal actions or proceedings to collect charges, third party payments, rents, or other incomes for BJL, Owner, or the Club, or to lawfully evict or dispossess tenants or other persons in possession thereunder, or to lawfully cancel, modify, or terminate any lease, license, or concession agreement in the event of default thereof, or to defend any action brought against Owner, unless otherwise directed by Owner. BJL shall assist the Owner in taking the acts necessary to protect or litigate to a final decision in any appropriate court or forum, as an Operating Expense, any violation, order, rule, or regulation affecting the Club.
- Q. Emergency Repairs. In the event an emergency occurs at the Club because of fire or any other form of casualty, which emergency presents an imminent risk to persons or property, BJL shall take such steps and make such repairs as may be necessary to protect damage to persons or property and to mitigate any potential future damage to the Club. Notwithstanding the preceding, BJL agrees that to the extent the costs of such repair and replacement are less than \$10,000 in such circumstance, BJL shall have the right to undertake such emergency repairs without the Owner's prior approval; provided, however, BJL agrees that it shall endeavor to notify Owner as soon as possible of the occurrence of such event, but in any event shall, within forty-eight (48) hours after the occurrence of any such emergency, notify Owner of the occurrence and nature of such emergency, the repairs made or proposed to be made and the estimated cost thereof. The costs of such emergency repairs shall be deducted from the

general operating funds of the Club subject to the replenishment of such funds from any applicable insurance proceeds. To the extent the costs of repairs exceed \$10,000, B/JL shall not undertake such repair without the Owner's prior written consent; provided, however, B/JL may expend up to \$10,000 to stabilize the situation or mitigate potential further damage to the Club. For this Agreement, an "emergency" shall be deemed a situation where there is a reasonable risk of imminent personal injury or additional material damage to the Club or property of others as reasonably determined by B/JL.

- R. Periodic Meetings. The Owner and B/JL agree to establish a schedule of periodic meetings (date, time, and location) whereby a designated representative of each will be required to attend either in person or via video conference. The meetings will discuss Club operations, financial performance, ongoing projects, new and old issues, proposed amendments to the Annual Plan and Budget, and other relevant matters.
- S. Special Services. In addition to the services described in Section 3, upon Owner's prior approval, B/JL may provide to the Owner additional services not contemplated by this Agreement which would not otherwise be performed in the ordinary course of day-to-day operations of the Club, including but not limited to special accounting, legal, construction, and design consultation as well as project management and construction supervision related to Major Capital Improvements. For purposes of this Agreement, a Major Capital Improvement shall be defined as any individual project costing more than One Hundred Thousand (\$100,000) dollars, which may include, without limitation, the redesign, renovation, or reconstruction of portions of the golf course, clubhouse, or related Club facilities. Upon the Owner's request for the performance of a Special Services project, B/JL shall prepare an Amendment to this Agreement defining the scope of additional services and associated fees proposed by B/JL for approval by the Owner.
- T. Centralized Services. B/JL may furnish the Club certain services ("**Centralized Services**") which, in B/JL's experience, can be furnished in a more cost-effective and efficient manner on a central or regional basis to clubs managed by B/JL. The fee for providing such services shall be billed to the club by B/JL rather than via a third-party vendor. Centralized Services shall be approved as part of the Annual Plan and Budget. B/JL represents that this reimbursement amount shall consist of an amount not exceeding the actual cost of the services without mark-up or profit to B/JL including salary and employee benefit costs, cost of equipment used in performing such services, and overhead costs of the home office or any regional or other local office providing such services.
- U. Certain Services Excluded. Notwithstanding anything else contained in this Agreement to the contrary, B/JL's services are limited to those expressly noted in the Agreement and do not include, among others and without limitation, architectural, engineering, photography, videography, creative agency and graphic design services, public relations, design or general contracting services, construction management, facility planning services, tax-related assistance or advice, legal advice or services, member bylaw and application documents, expert witness services, cost report preparation, data processing or information services, or feasibility studies. B/JL's services will not constitute an audit, review, compilation, or any other type of financial statement reporting or consulting engagement subject to the rules of the AICPA or other similar bodies. Excluded services may from time to time be provided by a third party in accordance with the Annual Plan and Budget.

4. STATEMENTS AND REPORTS

BJL shall render statements and reports to the Owner as follows:

- A. Monthly Statements and Reports. On or before the twentieth (20th) day of each calendar month, BJL shall provide to the Owner: (i) a summary and detailed balance sheet; (ii) a summary and detailed income statement; (iii) a cost of sales report; (iv) a Statement of Cash Flows, (v) an aged Accounts Receivables Report, and (vi) a client letter summarizing key operational highlights and initiatives and Capital Expenditures, each including updated monthly and year-to-date results. Notwithstanding the foregoing, the first Monthly Statements and Reports shall be due forty-five (45) days following the end of the first accounting calendar month after the Commencement Date.
- B. Special Reports. BJL shall prepare additional special reports from time to time at the Owner's request to the extent such statements shall cover subject matters within the normal scope of BJL's contractual services under this Agreement.
- C. Annual Statements. On or before sixty (60) days after the end of each operating year, BJL shall provide the Owner with a summary and detailed balance sheet, a summary and detailed income statement, and a cost of sales report of the Club for the preceding operating year, together with a cash basis (tax basis) balance sheet and income statement.
- D. A Weekly Dashboard. Each week a report of the revenue and essential news for the week and month shall be emailed to the Owner's representative.

5. COMPENSATION AND FEES

- A. Base Management Fee. As compensation for the services to be rendered by BJL during the term of this Agreement, Owner will pay a base management fee as follows:
 - i. During the first 12 months following the Effective Date, the Base Management Fee shall be Six Thousand (\$6,000.00) Dollars per month,
 - ii. During the 13th through 24th month following the Effective Date, the Base Management Fee shall be Seven Thousand (\$7,000.00) Dollars per month,
 - iii. During the 25th through 36th month following the Effective Date, the Base Management Fee shall be Seven Thousand Two Hundred Ten (\$7,210.00) Dollars per month.

The Base Management Fee shall be paid by BJL from the Operating Account on the first day of each calendar month (the "**Base Management Fee**").

- B. Initial Transition Fee. In addition to the above-described Base Management Fee, Owner agrees to remit BJL a one-time fee of Three Thousand Seven Hundred Fifty (\$3,750) Dollars (the "**Initial Transition Fee**").
- C. Financial Performance Incentive Fee.

In addition to the Base Management Fee described above, BJL may earn an annual incentive management fee (the "**Financial Performance Incentive Fee**") computed as set-forth in Exhibit "A" hereto.

For the purposes of calculating the Financial Performance Incentive Fee, the Base Management Fee and the Accounts Payable Services Fee shall be considered an Operating Expense.

The Financial Performance Incentive Fee shall be paid to BJL within sixty (60) days after the end of the Fiscal Year for which it is calculated and in which it was earned.

If this Agreement is terminated by the Owner and except if such termination is derived from BJL's default of its obligations hereunder, then BJL's eligibility for an Incentive Fee for the fiscal year in which this Agreement is terminated shall be determined as of the effective date of termination.

- D. Accounts Payable Services Fee. Separate from the Base Management Fee, BJL shall earn and be paid a fee for handling accounts payables (the "**Accounts Payable Services Fee**") in the amount of One Thousand Two Hundred Fifty (\$1,250) per calendar month (with any partial month prorated), if any, which shall be paid by BJL from the Operating Account on the first day of each calendar month. The Accounts Payable Services Fee shall be increased each year on the anniversary of the Effective Date by three percent (3%). Owner reserves right to terminate Account Payable Service at any time on 30 days' notice to BJL.

The Accounts Payable Services Fee includes a dedicated Accounts Payable resource who daily processes invoices through BJL's third-party cloud-based provider, Bill.com, weekly reconciles invoices and expenses to the budget, and monthly reconciles statements and payments. It also includes a dedicated Accounting resource that reviews and approves invoices for accuracy and processes weekly payments through BJL's third-party provider via check, ACH, or virtual card to the vendors.

- E. Reimbursable Expenses. Within ten (10) business days after submitting appropriate invoices, the Club shall reimburse BJL for all reasonable direct expenses incurred by BJL while providing the services contemplated in this Agreement, so long as the same are within the parameters of the Annual Plan and Budget. Such reimbursable expenses shall include, without limitation, automobile mileage expenses at the then applicable Internal Revenue Service rate, incurred by BJL corporate -based personnel in connection with its services hereunder under the approved line item in the approved Annual Budget and Program provided that any such expenses shall be appropriately allocated among other Club(s) benefited by such travel. Any corporate travel other than reimbursable mileage expense must be preapproved by the Owner for reimbursement. Other reimbursable direct expenses shall include costs and fees associated with adding Owner as an additional insured to BJL's insurance policies, any increase in insurance premiums for BJL's insurance policies directly caused by the need for Club-specific coverages, or increased policy limits as specified in Section 7 of this Agreement, and specific advertising and marketing expenses contracted by BJL on Owner's behalf, so long as the same are within the parameters of the Annual Plan and Budget. In addition, if the Owner approves one, the costs of an interim General Manager, including but not limited to compensation, reasonable travel, temporary housing, etc., shall be a Reimbursable Expense.

Reimbursement for such reimbursable expenses will be made at actual cost and may be made directly from the Operating Account. Except as otherwise specifically provided for in this Agreement, all indirect costs associated with providing these services, such as off-site overhead, wages of BJI personnel located off-site, off-site secretarial services, and otherwise, shall be the sole responsibility of BJI.

6. INSURANCE

A. Required Coverage. BJI shall procure and maintain on behalf of the Owner, at all times during the Operating Period, at the Owner's expense, the following insurance policies:

1. Insurance on the Club and contents, including, without limitation, the furnishings and equipment and operating inventories, against loss or damage by fire, lightning, and/or any other perils insurable under the form of "all-risk" coverage then available (including specifically irrigation and/or sprinkler system leakage damage, vandalism and malicious mischief, if available), in an amount equal to the total replacement value of the improvements and contents and with no co-insurance provisions;
2. Business interruption insurance covering actual losses sustained due to fire, lightning, and other perils insurable under the form of "all-risk" coverage then available (including specifically irrigation and/or sprinkler system leakage damage, vandalism, and malicious mischief, if available) in an amount equal to the annual business interruption values and with no co-insurance provisions;
3. Comprehensive General Liability insurance, including bodily injury, personal injury, property damage, product liability (non-construction exposure), contractual liability covering the provisions of this Agreement, and liquor liability, in an amount not less than one million dollars (\$1,000,000) per occurrence. Affiniti Golf Partners, LLC dba Bobby Jones Links and Owner shall be a named insured on the general liability coverage policy;
4. Automobile liability insurance in an amount not less than one million dollars (\$1,000,000) single limit per occurrence. Affiniti Golf Partners, LLC dba Bobby Jones Links and Owner shall be named insured on this policy;
5. Workers' Compensation insurance is sufficient to satisfy applicable statutory requirements and employer's liability insurance in an amount of not less than \$1,000,000 per person, \$1,000,000 per accident, and \$1,000,000 per disease limit;
6. Personal property insurance in an amount sufficient to cover the total replacement value of its on-site property;
7. Employment practices liability insurance in the amount of \$1,000,000 per occurrence;
8. Crime, including Client Coverage, Employee Dishonesty, Depositor's Forgery, Computer Fraud, and Wire Transfer Fraud in the amount of \$1,000,000 per occurrence;
9. Excess Liability over the General, Auto, and Employers Liability insurance in the amount of \$5,000,000 per occurrence and in the aggregate;

10. Professional Liability insurance with policy limits of not less than \$1,000,000 per occurrence and in the aggregate;
11. Inland Marine Coverage for Maintenance Equipment and golf carts (including loss of use of same);
12. Boiler and Machinery Coverage; and
13. Liquor Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate;
14. Pollution Liability and/or Asbestos Pollution Liability Insurance. BJI shall maintain pollution liability and/or asbestos pollution liability insurance covering the insured against obligations or costs associated with third party environmental claims, remediation and contaminated media management necessitated by the presence of unknown Hazardous Materials, or new regulatory requirements associated with the presence of Hazardous Materials on, under, about or threatening the Club property. Such policy shall include limits of no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year; and
15. Waiver of subrogation under paragraph E below; and

Notwithstanding the preceding, purchasing insurance policies and changes to them require the Owner's written approval.

- B. Insurance Provisions and Certificates. BJI shall provide the Owner with certificates of insurance or insurance policies outlining evidence of BJI's insurance and the terms thereof. BJI shall deliver renewal certificates of insurance not less than ten (10) days after the expiration date of any insurance policy required herein. BJI's liability policies shall be primary and non-contributory (vis-à-vis any insurance carried by Owner) as to claims arising out of activities of BJI concerning the Club. The insurance specified in Section 6 (1), (2), and (7) shall contain waivers wherein the applicable insurer waives its right of subrogation against the Owner and each of their respective members, partners, officers, directors, affiliated companies, agents, and employees.
- C. Insurance Standards. The insurance required to be maintained by each party shall be maintained with financially responsible insurance carriers with a minimum AM Best Rating of A-VIII licensed to do business in the state where the Club is located. Each party may carry its insurance as part of a blanket insurance policy and in a combination of primary and umbrella coverage. Either party may self-insure for workers' compensation insurance by statutory requirements.
- D. Responsibility for Insurance Coverage. During the term of this Agreement, BJI shall maintain the insurance coverages required in Section 6 hereinabove in full force and effect with all premiums paid.
- E. Waiver Of Claims And Subrogation. Notwithstanding anything to the contrary contained in this Agreement, each party waives all claims against the other party and the affiliates,

partners, members, officers, employees, shareholders, and agents of such other party for all losses, damages, liabilities, costs, and expenses on account of fire, accident or other casualty, the cause of which is insured against or which is insurable under a standard "all-risk" property insurance policy available in the state in which the Club is located, regardless of cause or origin, including the negligence of any other party hereto, its affiliates, partners, members, officers, employees, shareholders, and agents. Each party shall require that its property insurance policies maintained concerning the Club, or property used in connection with the Club, shall contain waivers of subrogation rights against the other party and its affiliates, partners, members, officers, employees, shareholders, and agents.

7. EVENTS OF DEFAULT

A. Owner

With respect to the Owner, the following shall constitute an event of default ("**Event of Default**") hereunder:

1. Failure to timely pay any sum owed to BJL that remains unpaid for more than thirty (30) days after written notice to Owner;
2. Failure to timely provide funding per Section 3.D.1 prior to commencement of services, Minimum Funds Balance, and Working Capital;
3. Any breach of this Agreement by Owner which remains uncured for more than thirty (30) days following written notice from BJL (plus, concerning breaches which cannot reasonably be cured within 30 days, such additional period as is reasonably required to cure such breach);
4. The filing by or against the Owner of any petition in bankruptcy, reorganization, dissolution, liquidation, or insolvency, and such petition is not dismissed within sixty (60) days of the date of filing;
5. Willful misconduct, gross negligence or fraud by Owner against BJL or its employees; or
6. Lack of cooperation by the Owner hinders or renders BJL unable to fulfill its obligations under this Agreement.

B. BJL

With Respect to BJL, the following shall constitute an Event of Default hereunder:

1. BJL shall fail to keep, observe, or perform any agreement, term, or provision hereof required to be preserved, followed, or executed by it, and such failure shall continue for thirty (30) days after notice thereof shall have been given to BJL by Owner; provided, however, BJL shall not be in default if such matter cannot be reasonably cured within such thirty (30) days and BJL commences cure within such thirty (30) days and diligently prosecutes such cure to completion;

2. Willful misconduct, gross negligence, or fraud by BJL or any of its employees concerning the Owner or the management of the Club;
3. The filing by or against BJL of any petition in bankruptcy, reorganization, dissolution, liquidation, or insolvency, and such petition is not dismissed within sixty (60) days of the date of filing; or
4. Any assignment of this Agreement by BJL without the Owner's consent.

8. **REMEDIES UPON DEFAULT**

- A. **Notice and Cure.** When either party to this Agreement believes that the other party (the "Defaulting Party") has committed an Event of Default, it shall give written notice thereof to the Defaulting Party. The Defaulting Party shall have thirty (30) calendar days from the date of the notice to cure the default unless the default is a monetary default and, due to weather, growing conditions, or other factors beyond the reasonable control of the Defaulting party, requires more time to cure. In the event of a monetary default, the Defaulting Party shall have ten (10) calendar days from the date of the notice to cure the default. To qualify for a longer cure period, the Defaulting Party must earnestly begin to cure a non-monetary default within thirty (30) calendar days from the date of the notice to cure and diligently pursue such cure. In no event will the Defaulting Party have more than sixty (60) days from the date of the notice in the aggregate to cure a non-monetary default. Notwithstanding anything to the contrary, neither Owner nor BJL shall not be entitled to any notice and cure period for the same Event of Default that occurs more than two (2) times in any twelve (12) month period.
- B. **Rights upon Default.** The other party may terminate this Agreement if the Defaulting Party does not cure the default within the grace period provided above. The termination shall be effective thirty (30) days after written notice to the Defaulting Party of its failure to cure (the "Termination Effective Date"). At any time after the Termination Effective Date and within the applicable statute of limitations, the Parties may pursue all rights and remedies available in law or equity, including payment of accrued amounts pursuant to Paragraph 6.

Notwithstanding any contrary provisions hereof, BJL's rights to recover damages from the Owner shall be limited to (i) the accrued and unpaid Base Management Fees and Incentive Management Fees as of the Termination Effective Date and (ii) other expenses of the Club paid by BJL, such as amounts to reimburse sums paid by BJL to third-party vendors who provided goods or services to the Club; along with (iii) all accrued late fees, interest, and any attorney's fees and costs incurred in collecting or attempting to collect such unpaid amounts. In no event will BJL or Owner be subject to any consequential, special, punitive, or similar damages, each party waiving any right it may have to seek or claim such damages.

9. **TERMINATION**

This Agreement shall terminate:

- A. Upon the expiration or termination of this Agreement according to its terms; or

- B. Upon the agreement of both Parties in writing to terminate this Agreement; or
- C. By either party upon ninety (90) days prior written notice to the other following the default of this Agreement by a party not cured within the applicable curative period; or
- D. **Sale of Club.** In the event of a sale or transfer of the Club to a third-party in which Owner has no financial or fiduciary interest, Owner shall have the unilateral right to terminate this Agreement at any time with thirty (30) days prior written notice (the "**Sale Termination Effective Date**"). In the event of such unilateral termination due to the sale or transfer of the Club, BJJ shall continue to manage the Club until the sale of the Club as evidenced by a transfer of title.

Upon the effective termination date of this Agreement, all amounts due and owing between the Parties shall become immediately due and payable, including any incentive fees due to BJJ. All amounts owing to or from a party shall be paid through the effective date of termination in the same manner such amounts would have been paid if this Agreement had not been terminated.

- E. **Employee and Other Obligations Upon Termination.** Upon termination of this Agreement for any reason, the Owner shall remain responsible for payment of obligations connected with BJJ's management services rendered through the effective date of termination, including all operating expenses, gross payroll obligations, and Management Fees. Such obligations shall include all amounts to become due and owing to terminated employees of BJJ at the Club through the effective date of termination. Owner shall have right to hire all BJJ employees at these two clubs as their own employees upon termination of the agreement and BJJ will cooperate by not competing with that. The Owner shall pay all accrued wages for the terminated employees through such termination date and shall reimburse and hold harmless BJJ for workers' compensation insurance and other employee benefits paid or accrued by BJJ on behalf of the Owner to the terminated employees as of the effective date of termination. Additionally, the Owner shall be responsible for the payment of any earned and accrued vacation owed or due to the terminated employees because of the termination, as well as any manual adjustments of wages and any unclaimed wages due to the terminated employees accruing before the terminations date and shall if requested by BJJ, reimburse BJJ for any such payments made by BJJ. Any amounts owed to BJJ under this Section shall be paid to BJJ within thirty (30) days of the written request. Notwithstanding the preceding, all indirect costs associated with providing these services, such as off-site overhead, wages, or termination severances of BJJ personnel located off-site, off-site secretarial services, shall be the sole responsibility of BJJ.
- F. **Transition.** Provided that BJJ has received, in total, payment of all fees due to them under this Agreement, including but not limited to all Base Management Monthly Fees and Incentive Fees, BJJ shall, upon receipt of payment equal to Fifty Percent (50%) of the applicable monthly Base Management Fee, cooperate beyond the applicable effective date of termination with Owner and any replacement manager for a reasonable period after the applicable termination effective date (all Parties hereto agree that a reasonable period is not less than two (2) weeks and not more than four (4) weeks) to facilitate the orderly transition of the management of the Club.

- G. Proprietary Material. Upon termination or cancellation of this Agreement, for any reason or under any circumstances, BJI's (i) proprietary software and computer programs relating to accounting, operations, marketing, and forecasting, (ii) operations and employee training materials and manuals of BJI and (iii) the information and processes related to and used by BJI in the marketing and agronomic plan shall remain the sole property of BJI and shall be removed by BJI upon the termination of this Agreement. Additionally, any actual or implied association of the Club or Facility with BJI shall cease upon termination.

10 POST-TERMINATION MATTERS.

(a) Upon the expiration or earlier termination or of this Agreement for any reason (i) Owner shall return to BJI any BJI Proprietary Information and BJI shall return to Owner any Owner Proprietary Information, and (ii) Owner shall retain any Owner Proprietary Information.

(b) BJI shall make available to Owner such books, records, software, files, information, books, records and systems supporting the general ledger and the like respecting the Club (including those from prior years, subject to applicable statutory retention requirements and to BJI's reasonable records retention policy) as will be needed by Owner to continue to operate the Club and to prepare accounting statements for the Club for the year in which termination occurs and for any subsequent year. BJI shall assign to Owner or to the new manager all operating licenses, permits and other instruments used in operating the Club that have been issued in BJI's name. BJI agrees to peacefully vacate and surrender the Club to the Owner and assist in a seamless transition of the BJI Employees to Owner's employment platform.

(d) Upon the expiration or earlier termination of this Agreement, BJI shall cooperate with Owner to ensure a seamless transition from the Club.

(e) The provisions of this Section shall survive the expiration or sooner termination of this Agreement.

10. INDEMNIFICATION

A. Indemnity of BJI. Owner shall indemnify, defend and hold harmless BJI and its partners, members, directors, officers, employees, and shareholders (individually and collectively the "BJI indemnitees") from and against all suits, proceedings, claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and other defense costs, arising from or in connection with this agreement or the Club, except to the extent that any such claim arises out of the fraud, gross negligence or willful misconduct of the BJI indemnitees. The Owner shall assume on behalf of the BJI indemnitees the defense of any action at law or in equity that may be brought against the BJI indemnitees based on a claim for which indemnification is permitted hereunder. The indemnification provisions of this section shall apply only if there is no insurance coverage available under any applicable policy to defend and indemnify the BJI indemnitees against the claims being asserted. The provisions of this section shall survive the termination of this agreement concerning any matters occurring before the termination.

B. Indemnity of Owner. BJI shall indemnify, defend and hold harmless the Owner, and its affiliates, partners, members, directors, officers, employees, shareholders, and agents individually and collectively, the ("Owner indemnitees"), from and against all suits, proceedings, claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and other defense

costs, arising from or in connection with the fraud, gross negligence or willful misconduct of the BJI indemnitees hereunder, or connection with this agreement or BJI' services, employees or work hereunder. BJI shall assume on behalf of the owner indemnitees the defense of any action at law or in equity which may be brought against the owner indemnitees based on a claim for which indemnification is permitted hereunder. The indemnification provisions of this section shall apply only if no insurance coverage is available under any applicable policy to defend and indemnify the owner against the claims being asserted. The provisions of this section shall survive the termination of this agreement concerning any matters occurring before the termination.

11. TRADE NAMES AND INTELLECTUAL PROPERTY

The Club shall be known by such trade name and trademark or logo as may be determined by the Owner from time to time. All names, logos, and designs used at the Club shall be the exclusive property of the Owner. However, during this Agreement, BJI shall have a non-exclusive license to use such names, logos, and designs in accordance with this Agreement.

BJI may identify the Club as managed and operated by BJI. It is recognized the name "BJI" together with any other names, logos, or designs owned by BJI or any of its affiliates and used in the management and operation of the Club (including without limitation any such names, logos, or designs used in connection with the restaurant, banquet rooms and meeting rooms in and about the Club), together with appurtenant goodwill, are the exclusive property of BJI or its affiliates (collectively, the "BJI-Owned Names"). Accordingly, Owner agrees that no right or remedy of Owner for any default on the part of BJI under this Agreement shall, nor shall any provision of this Agreement, confer upon Owner or its successors or assigns the right to use BJI-Owned Names in the operation of the Club or otherwise.

All of the Club's intellectual property, including but not limited to websites, proprietary software, and systems, is the Owner's property. Upon termination of this Agreement, such property will remain with the Owner.

12. NOTICES

Any notices, consents, or directives by either party intended for the other shall be in writing. They shall be deemed to have been duly given as of the date and time the same is personally delivered, or upon receipt by addressee if sent by United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or by Federal Express or another nationally recognized overnight delivery service from which a receipt may be obtained, and addressed as follows unless either party shall have designated a different address by serving written notice of change or address as provided herein. Copies of all notices shall be sent to the parties via email.

If to Owner:

SILVERLINE GOLF LLC
ATTN: Jagdishkumar Patel, Manager
8735 Dunwoody Place
Suite R
Atlanta, GA 30350

forjaypatel@gmail.com

With a copy to:

PALLER & CREASY, P.C.
4200 Northside Parkway NW
Building One, Suite 200
Atlanta, GA 30327
Attn: John A. Creasy, Jr. Esq.

jcreasy@pallercreasylaw.com

If to BJI:

Attn: Mr. Steve Willy
AFFINITY GOLF PARTNERS, LLC
6716 Jamestown Drive
Alpharetta, GA 30004

E: _____

13. HAZARDOUS MATERIALS.

13.1 Definition of Hazardous Materials. Hazardous Materials shall mean: a) petroleum; b) asbestos; c) polychlorinated biphenyls; d) radioactive materials; e) any and all substances, products, by-products, waste or other materials of any nature or kind which is or becomes listed, regulated or addressed by any federal, state or local laws, statutes, ordinances, regulations, resolutions, decrees, rules, regulations, directives, orders, guidelines or court decisions (collectively "**Environmental Laws**"); f) any materials, substances, products, by-products, waste or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products or waste give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decision of the state or federal court.

13.2 Use and Storage of Hazardous Materials Prohibited. The use and storage of any Hazardous Materials on the Club property are prohibited except as follows:

a. BJI may park and use vehicles and equipment on the Club property in connection with Course activities under this Agreement, which vehicles may contain gasoline, petroleum products, diesel fuel, and oil of those kinds and quantities normally contained in such vehicles and equipment. BJI shall ensure that employees are trained and knowledgeable about best management practices for operating and maintaining such vehicles and equipment to prevent any Hazardous Materials release and how to handle any such accidental release.

b. BJI may use and store fertilizers, herbicides, fungicides and pesticides on the Course in a manner consistent with the customary industry golf course maintenance standards and applicable Environmental Laws. Biocides, defoliants, chemical fertilizers, pesticides, herbicides, fungicides or other agri-chemicals shall be stored in the maintenance building or other appropriate structure on the Course as directed by Owner. BJI shall ensure that employees are trained and knowledgeable about best management practices for using fertilizers, herbicides and pesticides to prevent any Hazardous Materials release and how to handle any such accidental release.

14. FORCE MAJEURE

If at any time it becomes necessary in either party's reasonable opinion to cease operation of all or part of the Club to protect the Club or the health, safety, and welfare of tenants, invitees, guests, or employees of the Club for reasons of force majeure such as but not limited to acts of war, insurrection, civil strife and commotion, labor unrest, contagious illness, catastrophic events, or acts of God, then, in such event, BJL or Owner may close and cease operation of all or part of the Club, reopening and commencing operation when such may be done without jeopardy to the Club, its tenants, invitees, guests, and employees. The time for performance of an obligation to which such force majeure applies shall be extended for a period of time equivalent to the delay from such cause, provided that at no time shall the safety or welfare of Club's tenants, invitees, guests, or employees be at risk nor shall Owner's interest in the Club be threatened or otherwise be put in jeopardy.

15. CASUALTY AND CONDEMNATION

In the event fire, windstorm, or another casualty shall materially damage or destroy the Club or any portion thereof, the Owner may restore the Club, or to the extent that the damage cannot be materially restored with due diligence within two hundred seventy (270) days following such event either party hereto may terminate this Agreement upon written notice to the other party given within ninety (90) days following the date of such destruction without any claim of liability against either party. If Owner elects not to restore the Club, all amounts due and owing thru the date of termination of this Agreement between Parties shall become due and payable within 30 days of the effective date of termination (which shall in no event be prior to the date of receipt of the termination notice); it is understood that Owner will not owe BJL any additional amount for any reason for that period after the effective date of termination. The amount of any Incentive Fee due to BJL shall be computed as of the effective termination date in accordance with Section 9.

If the whole of the Club shall be taken or condemned in any eminent domain, condemnation, compulsory acquisition, or similar proceeding by any competent authority for any public or quasi-public use or purpose, or if such portion which is materially all thereof shall be taken or condemned and as a result, the Club can no longer be operated as contemplated herein in an economically viable manner, then either Party hereto may terminate this Agreement upon written notice to the other Party given within ninety (90) days following the conclusion of the condemnation proceedings. Upon such termination, neither party shall have any further obligation to the other party hereunder, except concerning liabilities accruing or based upon events occurring before the effective date of such termination.

16. DEFINITIONS

The following terms, as used in this Agreement, shall have the following meaning unless otherwise set out in this Agreement.

- Agreement: This Management Agreement is made and entered into on the Effective Date by and between Owner and BJL.

- **Annual Plan and Budget:** Documents presented by BJI and approved by the Owner for the operation of the Club as part of the Owner's annual budget process, including but not limited to the annual business plan, operating budget, and marketing plan.
- **Base Management Fee:** As defined in Section 5(A) of this Agreement.
- **BJL:** Affiniti Golf Partners, LLC, a Georgia limited liability company, d/b/a Bobby Jones Links.
- **BJL Indemnitees:** As defined in Section 10(A) of this Agreement.
- **BJL-Owned Names:** As defined in Section 11 of this Agreement.
- **Capital Account:** The bank account designated by the Owner from time to time as the depository account for funds designated to be used for Capital Expenditures.
- **Capital Expenditures:** Funds used for Capital Items and Major Capital Improvements.
- **Capital Items:** As defined in Section 3(J) of this Agreement.
- **Capital Leases:** A long-term and non-cancellable lease that is treated for accounting purposes as if it was owned and recorded on the balance sheet.
- **Club:** Mirror Lake Golf Club, an 36-hole golf course, clubhouse, and other amenities located in 1000 Cannongate Parkway, Villa Rica, GA 30180.
- **Club Accounts:** As defined in Section 3(B) of this Agreement.
- **Commencement Date:** As described in Section 2 of this Agreement.
- **Consumer Price Index:** for All Urban Consumers, U.S. City Average, All Items (1982-84=100), published by the Bureau of Labor Statistics, U.S. Department of Labor or any revisions thereto, with any necessary adjustments. In the event the CPI shall be discontinued, the Parties shall, thereafter, accept and use such other reliable index or comparable statistics regarding the cost of living for U.S. metropolitan areas that shall be computed and published by an agency of the United States or by a responsible financial periodical or recognized authority selected by the Parties.
- **Defaulting Party:** As defined in Section 8(A) of this Agreement.
- **EBITDA:** The term EBITDA shall mean the sum of Gross Revenue less the cost of goods sold, payroll, other Operating Expenses, and the Management Fees, determined in accordance with GAAP consistently applied. Such calculation shall not include payments associated with Capital Leases, capital expenditures, interest expense, taxes, depreciation, and amortization.
- **Effective Date:** The first date on which Owner and BJI entered this Agreement by and through their duly authorized officers.
- **Event of Default:** As defined in Section 7(A) of this Agreement.
- **Fiscal Year:** January 1st to December 31st.
- **Gross Revenue:** All revenues and income of any nature derived directly or indirectly from the Club's operations. There shall be excluded from Gross Revenues: (i) any credits or refunds made to customers, guests, or patrons; (ii) any sums and credits received by the Owner for lost or damaged merchandise; (iii) any sales taxes, excise taxes, gross receipt taxes, admission taxes, entertainment taxes, amusement taxes, tourist taxes, or charges; (iv) any proceeds from the sale or other disposition of the furniture, fixtures, and equipment, or other capital assets; (v) any property and/or liability insurance proceeds; (vi) any condemnation awards or receipts from sales of furniture, fixtures, and equipment or other capital assets under the threat of condemnation other than any award made in a temporary taking and the nature of an award

for lost income;(vii) any proceeds of financing or refinancing of the Club; (viii) amounts contributed by Owner under the terms of this Agreement, and (ix) income or interest derived from the Club Accounts. Gross Revenues shall be determined on an accrual basis and in accordance with generally accepted accounting principles (“GAAP”).

- Incentive Management Fee: As defined in Section 5(C) of this Agreement.
- Major Capital Improvement: As defined in Section 3(O) of this Agreement.
- Management Fees: Collectively, the Base Management Fee and the Incentive Management Fee.
- Minimum Funds Balance: The minimum dollar amount of the budget for all operating expenses for each month for the Club, as set forth in the Annual Plan and Budget approved by the Owner.
- Net Operating Income: Gross Revenues minus Operating Expenses.
- Operating Account: The bank account designated by the Owner from time to time as the depository account into which all revenues received from the Club's operation shall be deposited and from which signatories approved by the Owner will make disbursements for Operating Expenses.
- Operating Expenses. The term “**Operating Expenses**” shall mean all operating expenses of the Club, including Management Fees and costs incurred or paid on behalf of Owner during the Term, computed on an accrual basis, including, but not limited to, the following items:
 - Salaries, wages, employee benefits, and payroll expenses, including without limitation, payroll taxes, Club profit sharing programs (if any), and insurance for all employees employed on-site in the direct operation of the Club, excluding, however, service charges, which are defined as percentage gratuities added to billings and paid to employees (collectively, the “**Gross Payroll**”);
 - Marketing, advertising, public relations, digital media, collateral, creative and graphic design, and promotional expenses;
 - Purchase and replacement, as necessary, of inventories of maintenance parts and supplies, food and bar supplies;
 - Purchase and replacement, as necessary, of silver, chinaware, glassware, cooking utensils, and other similar items of equipment;
 - Purchase and replacement, as necessary, of office supplies, computers, printers, facsimile machines, photocopiers, postage, printing, routine office expenses, and lease payments on any item of furniture, fixtures or equipment to the extent not excluded below from Operating Expenses, and accounting services incurred in the on-site operation of the Club;
 - The costs of IT consultants and other consultants utilized for the Club;
 - Reasonable travel expenses of on-site employees incurred exclusively in connection with the business of the Club;

- Accrual of a reserve for insurance (including workers' compensation) and property taxes each month in an amount or at a rate that is sufficient to pay such insurance premiums or property taxes when they become due and payable;
- Insurance premiums, administrative and financing charges and expenses, property taxes, to the extent not provided for in the reserve established therefore and any deductible amounts required to be paid pursuant to Club insurance coverage;
- Accounts receivable previously included within Gross Revenues, to the extent they remain unpaid ninety (90) days after the first billing and Owner approves to write-off; BJI shall submit owner the aging report with accounts balance more than 90 days and get approval before writing off;
- Auditing, accounting costs, computer fees (including costs to license and maintain accounting software), and legal fees incurred in respect of the operation of the Club, including any reasonable financial management and reasonable accounting fees paid to third party accounting firms, if included in the Budgets;
- Costs incurred for utilities, including, but not limited to, all electric, gas, and water costs and any other private utility charges incurred in connection with the operation of the Club;
- Ordinary maintenance and repairs, exclusive of any capital improvements or capital replacements, which are hereby excluded;
- Subject to Section 5 herein, all out-of-pocket expenses incurred by BJI in providing the services under the terms of the Agreement, including without limitation, reasonable travel for employees employed on-site at the Property and BJI's other employees while engaged in performing the obligations of BJI hereunder, air express, costs of recruitment (including applicable agent's fee), and other incidental expenses included in the Budget;
- Expenses, including legal fees, damages or other costs, involved in defending any employment-related lawsuits, charges or claims involving personnel of the Club;
- All expenses set forth in the approved Budgets; and
- All other customary and reasonable expenses incurred in the operation of the Club and the Improvements which are consented to in writing by Owner.

Any of the above provisions resulting in a double inclusion as an Operating Expense shall be allowed as an inclusion only once.

Operating Expenses shall not include (i) depreciation or amortization, (ii) principal or interest payments on indebtedness, (iii) rental or lease payments for major items of furniture, fixtures, or equipment which, in accordance with generally accepted accounting principles, are purchased and capitalized as fixed assets, and (iv) federal, state, and local income taxes of any nature or kind incurred by Owner or BJI.

- Owner: SILVERLINE GOLF LLC, a Georgia limited liability company.

- Owner Indemnities: As defined in Section 10(B) of this Agreement.
- Shared Services: As defined in Section 5(B) of this Agreement.
- Term: As defined in Section 2 of this Agreement.
- Termination Effective Date: As defined in Section 3(B) of this Agreement.
- Transition Fee: As defined in Section 5(B) of this Agreement.
- Working Capital: Funds available in the Operating Account to pay Operating Expenses.

17. MISCELLANEOUS

- A. Entire Agreement. This Agreement sets forth the entire agreement of the Parties hereto and cannot be changed or modified except by another agreement in writing signed by the party sought to be charged therewith in addition to that or by its duly authorized agent.
- B. Non-Assignability. Except as otherwise provided, this Agreement cannot be assigned, encumbered, or subcontracted by BJL without the prior written consent of Owner. Owner may without BJL's consent assign this Agreement to (i) any Owner controlled entity holding title to the Club; or (ii) any third-party which Owner has no financial or fiduciary interest to which the Club is sold. Owner shall be released from all liability related to this Agreement pursuant to an assignment as set forth above. Notwithstanding the foregoing, Owner shall be obligated to pay BJL all accrued and unpaid Base Management Fees and Incentive Management Fees as of the assignment date and other expenses of the Club paid by BJL, such as amounts to reimburse sums paid by BJL to third-party vendors who provided goods or services to the Club; along with all accrued late fees, interest, and any attorney's fees and costs incurred in collecting or attempting to collect such unpaid amounts.
- C. Executed Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.
- D. Captions. The captions of various provisions of this Agreement are included for convenience only. They are in no way to be construed as part of this Agreement or as a limitation upon the scope of the provisions to which they refer.
- E. Successor and Assigns. This Agreement and all the provisions hereof shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and assigned.
- F. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State in which the Club is located.
- G. Severability. If any of the provisions of this Agreement shall be construed to be illegal or invalid, such construction shall not affect the legality or validity of any of the other provisions hereof, and the illegal or invalid provisions hereof shall be deemed stricken and deleted from this Agreement to the same extent as if never incorporated herein, but all other provisions hereof shall remain in full force and effect.
- H. Attorneys' Fees. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such case shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees, paralegal fees and costs incurred in such suit at trial, appellate, mediation, arbitration, bankruptcy and/or administrative proceedings.
- I. No Third-Party Beneficiaries. It is the intention of the Parties to this Agreement that no third party shall have the benefit of or any right under any of the provisions hereof.
- J. Time of the Essence. Time is of the essence of this Agreement.

- K. No Party Deemed Draftsman. The Owner and BJL have negotiated all provisions of this Agreement at arm's length and with full representation by their respective legal counsel. This Agreement shall not be construed for or against either party because of the authorship or alleged authorship of any provision hereof or because of the status of the respective Parties. Owner and BJL agree that no party shall be deemed the draftsman of this Agreement and further that if this Agreement is ever construed by a court of law, such court shall not deem either party to be the draftsman of this Agreement.
- L. Survival of Covenants. Any covenant, term, or provision of this Agreement, which, to be effective, must survive the termination of this Agreement, shall survive any such termination.
- M. Incorporation by Reference. The recitals first set forth above in this Agreement and all exhibits, appendices, and attachments hereto are hereby incorporated herein by reference and made a part of this Agreement.
- N. Calculation of Time Periods. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or legal holiday, such time for performance shall be extended to the following business day.
- O. Owner's Approvals. Unless otherwise provided herein, any reference herein to an approval of Owner shall be construed to mean in the sole and absolute discretion of Owner.
- P. Arbitration of Disputes. Provisions herein to the contrary notwithstanding, any dispute or disagreement arising out of or relating to this Agreement shall be submitted to binding arbitration by a single arbitrator and shall be conducted pursuant to the provisions of the Federal Arbitration Act, 9 U.S.C. §1, *et. seq.* in an expeditious manner. The arbitration shall be confidential. Such arbitration shall take place at the offices of Henning Mediation and Arbitration Services in Atlanta, Georgia or at such other site as may be agreed upon by the parties. The arbitration proceeding shall be conducted in the English language. The award of the arbitrator shall be final and binding on the parties. The arbitrator shall have no authority to add to or to subtract from or modify this Agreement but shall have the authority to interpret the Agreement and to assess and award damages to either party. The arbitrator's initial fee and other common expenses of the arbitration shall be borne equally by the parties, provided that the substantially prevailing party shall be entitled to recover all reasonable attorney's fees and all costs incurred in the arbitration at the discretion of the arbitrator. Judgment upon the award rendered by arbitration may be entered in any court having jurisdiction thereof. Except as specifically provided for herein, the arbitration shall proceed in accordance with the laws of the State of Georgia.
- Q. Confidentiality. The terms and provisions shall be confidential between the Owner and BJL. They shall be released to third parties only in connection with carrying out their respective duties and obligations described herein, in connection with any order of a court or to comply with governmental rules and regulations, and as required by any proposed purchaser or mortgagee of all or any portion of Owner's interest in the Club or Property, and then only to the extent as may be reasonably necessary. The preceding shall not be construed to limit BJL's ability to announce both privately and publicly that it manages the Club and Property.

[SIGNATURES ON NEXT PAGE]

In witness whereof, Owner and BJI have executed or caused to be executed, this Agreement by and through their duly authorized officers.

SILVERLINE GOLF LLC, a Georgia limited liability company

By: 
Name: Jagdishkumar Patel
Title: Manager
Date: 10.06.23

AFFINITI GOLF PARTNERS, LLC

By: 
Name: STEVE WILLY
Title: FOUNDING PARTNER
Date: 10/6/23

EXHIBIT "A"

FINANCIAL PERFORMANCE INCENTIVE FEE CALCULATION

Net Operating Income: For the purposes of calculating the Financial Performance Incentive, the term Net Operating Income shall mean the sum of Gross Revenues less cost of goods sold, payroll, other Operating Expenses and the Management Fees. Such calculation shall not include payments associated with capital leases, capital expenditures, interest expense, taxes, depreciation and amortization.

BJL shall earn a Financial Performance Incentive Fee in an amount equal to twenty percent (20%) of the then applicable Base Management Fee if Net Operating Income (NOI) meets the Net Operating Income budgeted in the applicable Owner-approved Operations Budget for the Fiscal Year ("the Financial Performance Incentive Fee"). No Financial Performance Incentive Fee shall be applicable if fiscal year realized Net Operating Income does not meet the Budgeted NOI. By way of example, during the initial term, the Financial Performance Incentive Fee potential for achieving budgeted Net Operating Income shall be \$28,800 (.20 x \$144,000). If earned, Owner shall pay the Financial Performance Incentive Fee to BJL within sixty (60) days of the end of each fiscal year so long as BJL is not in default under this Agreement.

The Financial Performance Incentive Fee shall be increased, as follows:

In the event Net Operating Income in any applicable Fiscal Year exceeds budgeted Net Operating Income, BJL shall earn additional Financial Performance Incentive Fee compensation calculated by multiplying the Financial Performance Incentive Fee by the percentage that Net Operating Income exceeded the budgeted Net Operating Income for the applicable Fiscal Year. By way of example, during the initial term, if BJL exceeds budgeted Net Operating Income by 10% then the total Financial Performance Incentive Fee shall be \$31,680 (.20 x \$144,000 = \$28,800) plus (.10 x \$ = \$2,880).

BJL will present a "stretched" or aggressive budget for the Owner's approval which is the essence of the above Incentive criteria.

AFFP

ALCOHOL LICENSE Affiniti Golf

Affidavit of Publication

STATE OF GEORGIA } SS
COUNTY OF DOUGLAS }

ALCOHOL LICENSE

Affiniti Golf Partners, LLC (dba Bobby Jones Links) has filed an application to sell alcoholic beverages on the premises 1000 Canongate Pkwy, Villa Rica, GA 30180 as a Golf Course and Country Club (Consumption on Premises License). A public hearing on the application will be held on January 9, 2024 at 6:00 p.m. at the Holt-Bishop Justice Center, Municipal Court Room, 101 Main Street, Villa Rica, Georgia. For additional information on this application, contact the Community Development Department at (678) 840-1224

Bruce Guthrie, being duly sworn, says:

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

December 23, 2023

Publication Fees: \$ 42.00

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

SIGNED:

Subscribed to and sworn to me this 23rd day of December 2023



70108421 70851289

KATIE LENTINE
BOBBY JONES LINKS
6716 JAMESTOWN DRIVE
ALPHARETTA, GA 30005



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: To allow applicant, SI Management Inc. d/b/a Korner Store to sell retail package beer, malt beverages and wine at the address of 197 Commerce Drive, Villa Rica, GA 30180.

AGENDA DATE: January 9, 2024

DATE PREPARED: December 29, 2023

PREPARED BY: Nyree Simpson, Occupational Tax & Alcohol Licensing Specialist

PUBLIC HEARING: YES

PURPOSE: To present an application for SI Management Inc. d/b/a Korner Store to sell retail package beer, malt beverages and wine at the address of 197 Commerce Drive, Villa Rica, GA 30180 in the county of Carroll.

BACKGROUND:

As the previous owner of Chevron located at 157 Commerce Drive, Villa Rica, GA 30180 Syed J. Saadat is making application to receive permission to sell retail package beer, malt beverages and wine at the location of 197 Commerce Drive, Villa Rica, GA 30180.

The applicant has complied with the ordinance about legal notification requirements, as well as successfully passing a background check conducted by the City of Villa Rica's Police Department.

STAFF RECOMMENDATION: Approval.

MOTION: I move to approve the request for an alcohol license permit for the business of SI Management Inc. d/b/a Korner Store.



Public Hearing Date

City Council: January 9, 2024

Request: Alcoholic License Permit

Project Description: Retail Package Beer, Malt Beverages, and Wine

Applicant : SI Management Inc.
D/b/a Korner Store
Licensee: Syed J. Saadat
2011 Yatesville Highway, Thomaston, GA 30286

Location: 197 Commerce Drive, Land Lot 158, 6th District; Carroll County, **Ward 2**

Parcel Number(s): V07 0110093

Current Zoning: C2 (Commercial)

Current Land Use: Convenience Store

Location and Zoning Requirements:

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

Sec. 4-69. Zoning Restriction

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

The subject property is zoned C2 (Commercial)

Sec. 4-70. Proximity Restrictions:

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

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

Sec. 4-29 Investigation; Hearing:

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

Staff Comments:

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

Recommendation:

The City Council is requested to consider the applicant and items presented for review discussed in this report and those given verbally at this meeting, and that the Council concurs the proposed application is consistent with the Alcoholic Beverages Ordinance. The Council is recommended to approve the proposed Retail Package Beer, Malt Beverages, and Wine application and grant the issuance of the Alcohol License Permit.

Public Notice:

The public has been notified of the applicant's request for an alcohol license permit for consumption on premises by placement of an advertisement in the Times-Georgian on December 23, 2023. The applicant also placed a sign on the premises of 197 Commerce Drive, Villa Rica, GA 30180 as required by the ordinance.



Nyree Simpson
Occupational Tax & Alcohol Licensing Specialist

Attachments:

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



City of Villa Rica

Alcohol License Application

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

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

NON-REFUNDABLE APPLICATION FEE

Package Beer	\$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

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

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

TYPE OF OUTLET

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

PART I

1. Type of Ownership

☐ Individual

☐ Partnership

☒ Corporation

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

Full Name

Address

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

SI MANAGEMENT INC.

Federal Tax ID: 83-4390967

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

SYED J SAADAT

2011 YATESVILLE HWY, THOMASTON

100%

Full Name

Address

GA 30286

% Interest

Full Name

Address

% Interest

Full Name

Address

% Interest

Full Name

Address

% Interest

Describe the principle business of the Corporation/Partnership:

CONVENIENCE STORE

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

SYED J SAADAT

2011 YATESVILLE HWY, THOMASTON, GA 30286

Full Name

Address

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

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

KORNER STORE

4. Address of business for which application is made:

197 COMMERCE DR. VILLA RICA, GA ~~30286~~ 30180

Phone Number:

478 365 3222

Business

478 365 3222

Home

Mailing Address:

197 COMMERCE DR. 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 ☒ N/A

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 ☒ NA

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 ☒ NA

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:

GIAS U BHUIYAN	4655 GINSON DR. TUCKER, GA	6 Yrs.	
Name	Residence	Business Address	Number of Years Known
AIYAZ PIRANI	201 WHITESVILLE ST. LA GRANGE, GA	5 Yrs.	
Name	Residence	Business Address	Number of Years Known
BONNIE ELLINGTON	205 E COUNTY RD, THOMASTON, GA	6 Yrs.	
Name	Residence	Business Address	Number of Years Known

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

BANGLADESH	01-01-1982
Place of Birth	Date of Birth

PART III
VERIFICATION

State of Georgia, CARROLL County

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

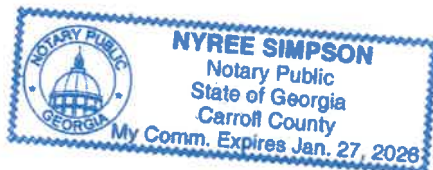
[Signature]
Applicants Signature (FULL NAME IN INK)

I hereby certify that Syed J Saadat 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 5th day of December, 2022

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

(Seal)



STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

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

SI Management Inc.
a Domestic Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **04/03/2019** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **04/05/2019**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF INCORPORATION

Electronically Filed
Secretary of State
Filing Date: 4/3/2019 9:57:10 AM

BUSINESS INFORMATION

CONTROL NUMBER 19045862
BUSINESS NAME SI Management Inc.
BUSINESS TYPE Domestic Profit Corporation
EFFECTIVE DATE 04/03/2019
SHARES 100

PRINCIPAL OFFICE ADDRESS

ADDRESS 157 Commerce Dr., Villa Rica, GA, 30180, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Syed J Saadat	157 Commerce Dr., Villa Rica, GA, 30180, USA	Carroll

INCORPORATOR(S)

NAME	TITLE	ADDRESS
Syed J Saadat	INCORPORATOR	157 Commerce Dr., Villa Rica, GA, 30180, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Syed Saadat
AUTHORIZER TITLE Incorporator

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed

Secretary of State

Filing Date: 04/01/2023 23:48:47

BUSINESS INFORMATION

BUSINESS NAME : SI Management Inc.
CONTROL NUMBER : 19045862
BUSINESS TYPE : Domestic Profit Corporation
ANNUAL REGISTRATION PERIOD : 2023

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 157 Commerce Dr., Villa Rica, GA, 30180, USA
REGISTERED AGENT NAME : Syed J Saadat
REGISTERED OFFICE ADDRESS : 157 Commerce Dr., Villa Rica, GA, 30180, USA
REGISTERED OFFICE COUNTY : Carroll

OFFICER	TITLE	ADDRESS
Syed J Saadat	CEO	157 Commerce Dr., Villa Rica, GA, 30180, USA
Syed J Saadat	CFO	157 Commerce Dr., Villa Rica, GA, 30180, USA
Syed J Saadat	Secretary	157 Commerce Dr., Villa Rica, GA, 30180, USA

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 197 Commerce Dr., Villa Rica, GA, 30180, USA
REGISTERED AGENT NAME : Syed J Saadat
REGISTERED OFFICE ADDRESS : 157 Commerce Dr., Villa Rica, GA, 30180, USA
REGISTERED OFFICE COUNTY : Carroll

OFFICER	TITLE	ADDRESS
Syed J Saadat	CEO	197 Commerce Dr., Villa Rica, GA, 30180, USA
Syed J Saadat	CFO	197 Commerce Dr., Villa Rica, GA, 30180, USA
Syed J Saadat	Secretary	197 Commerce Dr., Villa Rica, GA, 30180, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Syed J Saadat
AUTHORIZER TITLE : Incorporator

Summary

Parcel Number V07 0110093
Location Address 197 COMMERCE DR
Legal Description WAFFLE HSE/38AC HWY 61 CONN VR33 V33
 (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 0.38
Homestead Exemption No (S0)
Landlot/District 158 / 06
Water Public
Sewer Public Sewer
Electric Electricity
Gas Pipe Gas
Topography Level
Drainage Good
Road Class State
Parcel Road Access Paved



[View Map](#)

Owner

WAFFLE HOUSE INC
 P O BOX 6450
 NORCROSS, GA 30091

Tax Commissioner Link

[Click here for tax information.](#)

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	Comm-Commerce Dr	Acres	16,553	0	0	0.38	0

Commercial Improvement Information

Description Restaurant Fast Food-Avg
Value \$152,906
Actual Year Built 1987
Effective Year Built
Square Feet 1650
Wall Height 10
Wall Frames
Exterior Wall
Roof Cover
Interior Walls
Floor Construction
Floor Finish
Ceiling Finish Celotex
Lighting Standard F.F.
Heating
Number of Buildings 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Paving: Asphalt	2000	0x0 / 9000	0	\$0

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
12/20/1986	567 740		\$0	Not Fair Market		WAFFLE HOUSE INC

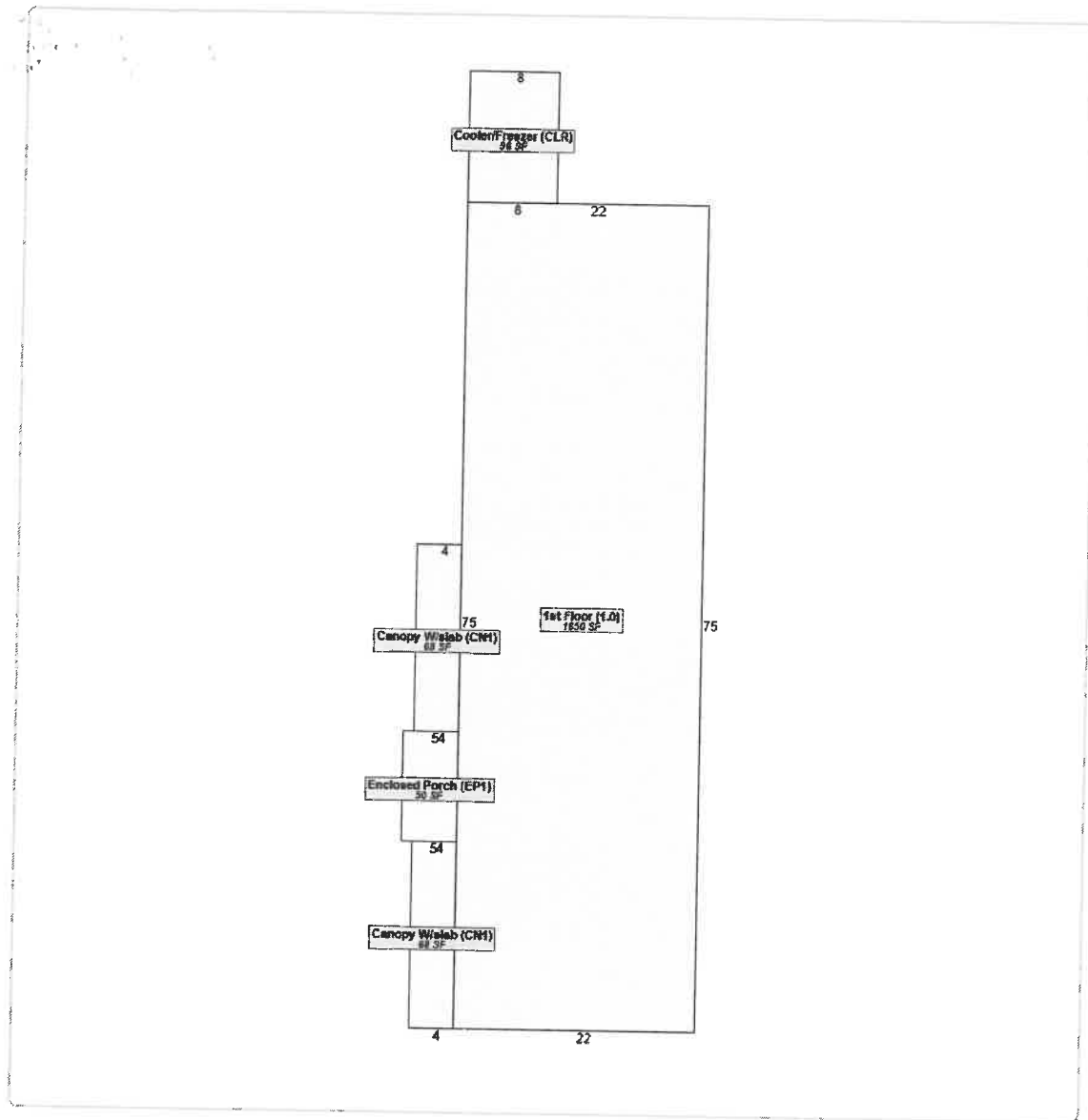
Valuation

	2022	2021	2020	2019	2018	2017
Previous Value	\$353,158	\$353,158	\$279,702	\$279,702	\$279,702	\$226,922
Land Value	\$152,000	\$152,000	\$152,000	\$152,000	\$152,000	\$152,000
+ Improvement Value	\$152,906	\$201,158	\$201,158	\$127,702	\$127,702	\$127,702
+ Accessory Value	\$0	\$0	\$0	\$0	\$0	\$0
= Current Value	\$304,906	\$353,158	\$353,158	\$279,702	\$279,702	\$279,702

Photos



Sketches



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

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

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Last Data Upload: 11/16/2022, 6:21:42 PM

Developed by
Schneider
 GEOSPATIAL

Version 2.0.23.1



City of Villa Rica

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

I (we) SI MANAGEMENT INC. 4161 R KDRNER STDR

Individual, Corporation or Partnership applying for license. If Corporation or Partnership, a'so list named Licensee.

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

197 COMMERCE DR. VILLA RICA, GA 30180

Street Address

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

 SYED J SAADAT

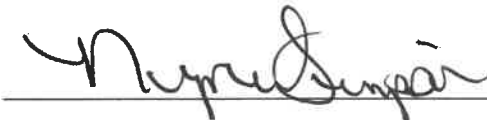
Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that SYED J SAADAT signed his or her

Applicant

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

This 5th December day of December, 2022.



Notary Public



AFFP

LEGAL NOTICE SYED J. SAADAT OF

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF CARROLL }

SS

LEGAL NOTICE

SYED J. SAADAT OF SI MANAGEMENT INC. has filed an application to sell alcoholic beverages on the premises 197 Commerce Drive as a Alcohol License Permit for Beer and Wine sales.

A public hearing on the application will be held on Tuesday, January 9, 2024 at 6:00p.m. at the Holt-Bishop Justice Center, Municipal Court Room, 101 Main Street Villa Rica, Georgia. For additional information on this application, contact the Community Development Department at 678-840-1224.
12/23

Bruce Guthrie, being duly sworn, says:

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

December 23, 2023

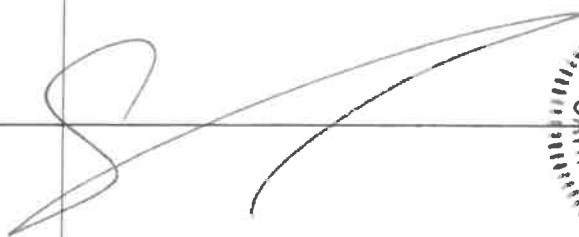
Publication Fees: \$ 27.00

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

SIGNED



Subscribed to and sworn to me this 23rd day of December 2023.



70081864 70852143

SYED J SAADAT
SI MANAGEMENT INC
157 COMMERCE DR
VILLA RICA, GA 30180

LEASE AGREEMENT

This lease Agreement ("Lease") is dated November 11, 2022 by and between **SSS Holdings VR Inc** (Proposed "Landlord") and **SI Management Inc** ("Lessee"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases the building to operate a convenience store and related legal services in (the "Premises") located at 197 Commerce Dr. Villa Rica, GA 30180.

TERM. The lease term will begin on November 17th, 2022 and will terminate on November 30, 2027. This Lease shall not be automatically renewed for any additional period.

LEASE PAYMENTS. The Lessee agrees to pay monthly installments of \$ 3,500.00, payable in advance on the 1st day of each month. Lease payments shall be made to the Landlord's Bank Account by depositing cash/check/transfer.

SECURITY DEPOSIT. At the time of the signing of this Lease, Lessee shall pay a security deposit of \$ 3,500.00 to be held and disbursed for operating damages to the Premises (if any) as provided by law.

POSSESSION. Lessee shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to the Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Lessee shall remove its goods and effects and peaceably yield up the Premises to the Landlord in as good a condition as when delivered, ordinary wear and tear excepted.

USE OF PREMISES. Lessee will use the Premises only for convenience store with the retail sale of any items permitted by the legal authorities. The Premises may be used for any other purposes, only with the prior written consent of Landlord, which shall not be unreasonably withheld. Lessee shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

INSURANCES. Lessee shall maintain all kinds insurance regarding the property. It includes Property Insurance, Business insurance and others, if required. Casualty and Liability insurances shall be as per standard amounts set time to time. Landlord shall be named as an additional insured in such policies.

MAINTENANCE. Lessee shall have the responsibility to maintain the Premises in good repair at all times during the term of this Lease.

UTILITIES AND SERVICES. Lessee shall be responsible for all utilities and services incurred in connection with the Premises.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Lessee shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Lessee's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

DESTRUCTION OR CONDEMNATION OF PREMISES. Lessee shall give Landlord immediate notice of any damage to the Premises. The repair is as per insurance policy. Landlord should not be held responsible solely.

DEFAULTS. Lessee shall be in default of this Lease if Lessee fails to fulfill any lease obligation or term by which Lessee is bound.

LATE PAYMENTS. For any payment that is not paid within 5 days after its due date, Lessee shall pay a late fee of \$150.00.

HOLDOVER. If Lessee maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Lessee shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Lessee shall be charged \$50.00 for each check that is returned to Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Lessee shall have the obligation to conduct any construction or remodeling (at Lessee's expense) that may be required to use the Premises as specified above. Lessee may also construct such fixtures on the Premises (at Lessee's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. At the end of the lease term, Lessee shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD AND LANDLORD TO PREMISES. Subject to Lessee's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, Lessees or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Lessee's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective Lessees.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Lessee agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Lessee's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Lessee shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Lessee to Landlord.

COMPLIANCE WITH REGULATIONS. Lessee shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Lessee shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Lessee nor anyone claiming through the Lessee shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitute notice that such liens are invalid. Further, Lessee agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that is necessary in order to keep the premises free of all liens resulting from construction done by or for the Lessee.

ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord to a lender pursuant to a subordination and non-disturbance agreement with respect to the Premises.

NOTICES. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by United States certified mail, postage prepaid, addressed as follows:

LANDLORD: 197 Commerce Dr. Villa Rica, GA 30180 (sivillachev@gmail.com)

LESSEE: 197 Commerce Dr. Villa Rica, GA 30180 (sivillachev@gmail.com)

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received upon actual receipt and if unclaimed or refused, on the third day afterposting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Georgia.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:

SSS Holdings VR Inc

By: _____

Syed J Saadat, President & CEO

LESSEE:

SI Management Inc

By: _____

Syed J Saadat, President & CEO



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: VA-16-23 – Ultimate Express Carwash Monument Sign Variance

CITY COUNCIL AGENDA DATE: January 9th, 2023

DATE: December 29, 2023

PREPARED BY: Shaun Daniels, City Planner

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Gary and Gabrielle Smith are requesting a variance from sign ordinance regulations to keep the sign monument elevation and dimensions as constructed.

BACKGROUND: The Applicants are proposing to leave the constructed monument sign's height and dimensions as is, but the current monument brick base is approximately 18 inches (1.5ft) above the ground road grade causing the sign to conflict with the City of Villa's Sign Ordinance Section 9.15(2). The following site plan diagram shows the elevation pertaining to the road ground grade coming from Mirror Lake Blvd. and Old Liberty Road. The issue is currently holding the completion for construction and can't get the Certificate of Occupancy without resolving the Variance issue. Therefore, the applicant has made a variance for the sign monument to be approved.

STAFF RECOMMENDATION:

- Monument Sign Variance: **DENIAL**
Reasons: The additional brick base height poses as an adverting benefit and conflicts with the current Sign Ordinance Sec. 9.15(2)

PLANNING COMMISSION RECOMMENDATION: N/A

MOTION:

I move to deny the request from Gary and Gabrielle Smith from Section 9.15(2), as presented 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: December 11th 2023

APPLICANT

Applicant Name: Gary and Gabrielle Smith
Address: 123 Conners Rd. City: Villa Rica State: GA Zip: 30180
Phone: (404) 307 - 4368 Fax: () - Email: gary@ultimateexpressvillarica.com
Agent Name: Gabrielle Smith
Address: 123 Conners Rd. City: Villa Rica State: GA Zip: 30180
Phone: (404) 268 - 0291 Fax: () - Email: Gabrielle.wSmith@gmail.com
Owner Name (If different from applicant): Same
Address: _____ City: _____ State: _____ Zip: _____
Phone: () - Fax: () - Email: _____

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

VARIANCE OR APPEAL INFORMATION

Address of Variance or Appeal Location: The Ultimate Express Car Wash, Villa Rica
123 Conners Rd., Villa Rica, GA 30180

I, Gabrielle Smith, 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.

Gabrielle Smith
Signature of Applicant

12/11/2023
Date



CASE # **VA-16-23**

VARIANCE/APPEAL

Required Materials to Accompany the Application

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

Variance:

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

Appeals from Staff Determinations:

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

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

678.785.1004 (T)
770.459.7003 (F)

For Department Use Only

Case No: _____

Filing Fee: _____

Date Received: _____

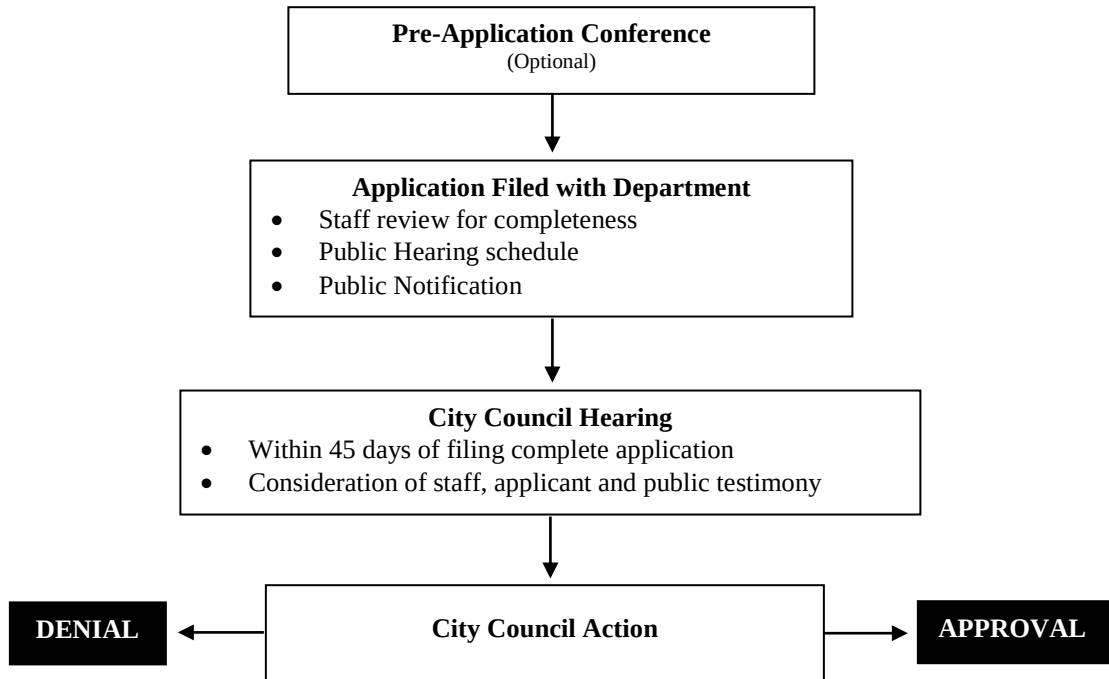
Pre-Application Conf: _____

Staff Comments/Findings: _____

Action and Date: _____



PROCESS





123 Conners Road – Ultimate Express Carwash

VA-01-24

January 9th, 2024

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

Re: Planning Report
123 Conners Road
VA-16-23
Applicant's Name: Gary Smith and Gabrielle Smith
Property Owner: Gary Smith
Land Lot 157, District 2
Parcel # 750250006
Lot Size: 2.61 Acre +/-
Ward: 1
City Council Member: Matthew Momtahan
Planning Board Member: David Roders
City of Villa Rica, Carroll County, Georgia

Dear Ms. Campbell:

This planning report is prepared in response to the variance application submitted by Gary Smith and Gabrielle Smith for the property located at 123 Conners Road. 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 Low-Density Commercial District (C1) and is located at the corner of Conners Rd. and Old Liberty Rd., just north of Highway 78. The site is located north of west of Wells Fargo Bank, south of Mc Nelius Track & Manufacturing and Sunbrook Academy, southwest of Waffle House, and east from both Haralson Metals and West-Georgia Cornhole. The site is located within the Douglas County portion of the city. The site does not feature any streams or natural water features.

The Applicants are proposing to leave the constructed monument sign's height and dimensions as is, but current monument brick base is approximately 18 inches (1.5ft) above the ground road grade causing the sign to conflict with the City of Villa's Sign Ordinance Section 9.15(2). The following site plan diagram shows the elevation pertaining to the road ground grade coming from Mirror Lake Blvd. and Old Liberty Road. The issue is currently holding the completion for construction and can't get the Certificate of Occupancy without resolving the Variance issue.

Variance Request:

The applicant is seeking a variance from the following Sign Ordinance(s):

1. Section 9.15(2) Measurement of Sign Area and Height

The height of a sign shall be computed as the distance from the base of the sign structure at normal grade to the top of the highest attached component of the sign. Normal grade shall be construed to be the lower of existing grade prior to construction or the newly established grade after construction, exclusive of any filling, berming, mounding, or excavating solely for locating the sign. In cases in which the normal grade cannot reasonably be determined, sign height shall be computed on the assumption that the elevation of the normal grade at the base of the sign is equal to the elevation of the nearest point of the crown of a public street or the grade of the land at the principal entrance to the principal structure on the zone lot, whichever is greater. Where the normal grade is below



the normal grade of a public street, the sign base can be raised to the elevation of the normal grade of the street before the height limitations are applied. The applicant is proposing to keep the sign base as is, leaving the extra 1.5ft brick base which extends above the road grade.

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

- Section 9.15(2) of the Sign Ordinances for a C1 lot - Measurement of Sign Area and Height. For sign monument height/grade to remain. ***The applicant is proposing to keep the development monument sign as is, and not change the elevation of the sign.***

Description of Variance Request:

Please see above.

Site Analysis:

The surrounding area is a mixture of (C1) to the south and west and on the premises, (C2) zones are to the east and northeast of the location, and (I2) zoning is located north of the facility's location. The area is off Mirror Lake Blvd., and very close to the high densely traveled Highway 78. The sign appears to be very noticeable from Mirror Lake Blvd. Based on the Sign Ordinance Section 9.22(1) 'shall not exceed eight (8) ft in height.' The current sign monument exceeds the 8 ft restriction due to the additional 1.5ft brick base. (Per. Sec. 9.22(1)).

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 request does appear to be economic based in terms of visibility sign advertising from roads in the vicinity of the property.

Recommendation:

Based on our analysis, we recommend that the City Council take the following actions on the variance request submitted by Gary Smith and Gabrielle Smith for the property located at 123 Connors Road.

1. Section 9.15(2) Measurement of Sign Area and Height

The height of a sign shall be computed as the distance from the base of the sign structure at normal grade to the top of the highest attached component of the sign. Normal grade shall be construed to be the lower of existing



123 Conners Road – Ultimate Express Carwash

VA-01-24

January 9th, 2024

grade prior to construction or the newly established grade after construction, exclusive of any filling, berming, mounding, or excavating solely for locating the sign. In cases in which the normal grade cannot reasonably be determined, sign height shall be computed on the assumption that the elevation of the normal grade at the base of the sign is equal to the elevation of the nearest point of the crown of a public street or the grade of the land at the principal entrance to the principal structure on the zone lot, whichever is greater. Where the normal grade is below the normal grade of a public street, the sign base can be raised to the elevation of the normal grade of the street before the height limitations are applied.

Recommendation: Denial of the variance request and is posing for removal of the additional 18” brick base that is higher than the ground grade making the sign compliant with City of Villa’s Sign Ordinance height restrictions of 8ft. per (Sec. 9.22(1))- Monument Signs

Reason: The sign poses as an economic based request to have the sign higher than specified in section 9.15(2) states that “the sign base can be raised to the ground elevation not above the normal ground grade of the street before the height limitations are applied.” The current sign brick base is currently 1.5ft above the street ground grade.

Conditions of Approval (if applicable):

N/A

Public Comments:

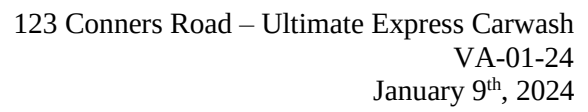
Comments have been received by the Planning and Zoning staff as per the date of this report.

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,
Shaun Daniels
City Planner
sdaniels@villarica.gov



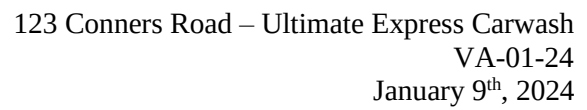
Technical drawing of the Ultimate Car Wash sign and structure. The main sign is 118 inches wide and 98 inches high. It features a circular logo at the top, the text "THE ULTIMATE" in blue, "Express" in red script, and "CAR WASH" in black. Below the sign is a 58-inch high brick base. A person is shown next to the base for scale. To the right is a smaller structure with a blue top and a brick base. Dimensions for the smaller structure are 30 inches wide and 24 inches high. The main sign is 42 inches wide at the top and 48 inches high. The brick base is 40 inches below grade and 18 inches above grade. The road grade is indicated on the left.



Attachments Continued:

 Monument, Commercial	a. Quantity (max.)	1 Sign per Frontage
	b. Sign Face Area	50 sf (primary frontage), 24 sf (secondary frontage)
	c. Height	6 ft sign, 8 ft w/ decorative elements
	d. Depth/Projection	NA
	e. Clearance	NA
	f. Setback	10 ft, 50 ft from residentially zoned properties
	g. Time of Display	NA
	h. Landscaping/Illumination	Yes, 9.17(5)/Yes, 9.1(4)
	i. Electronic Message Center	Yes
	j. Other	9.22, Multi-tenant allowed 25% more face area





Future Development Map

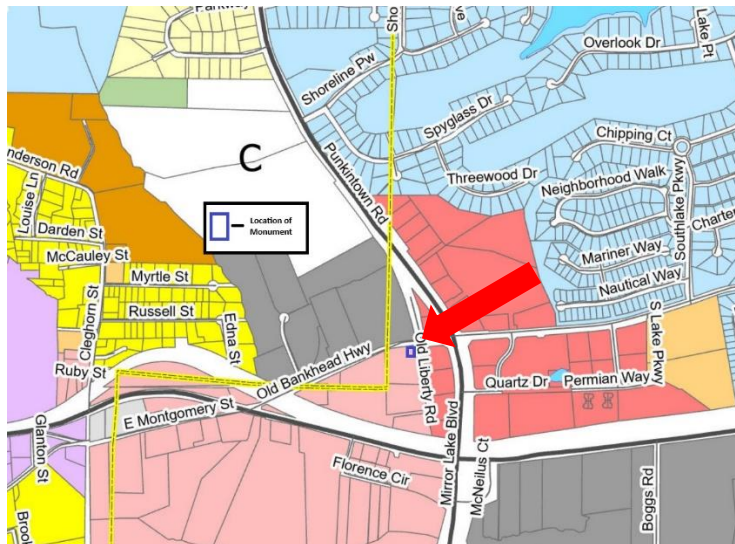
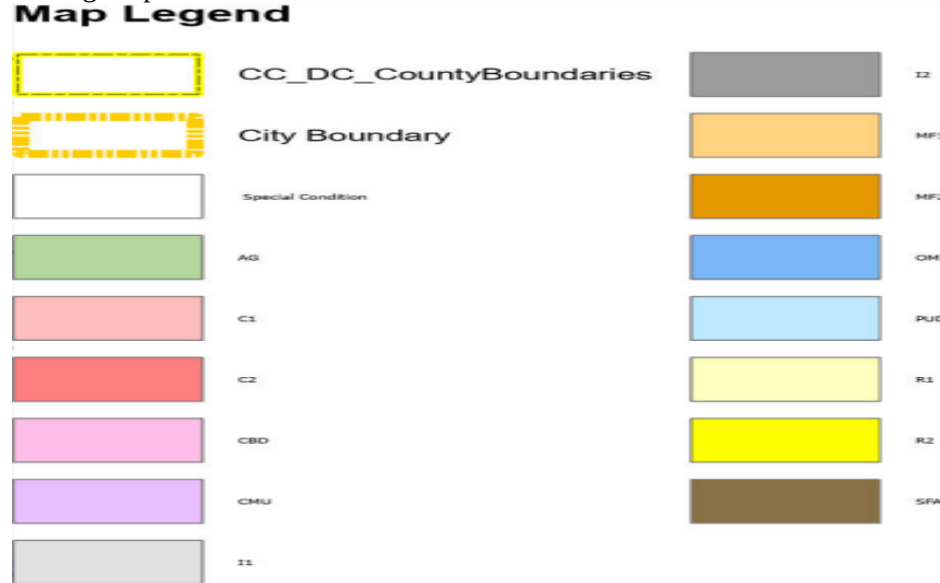


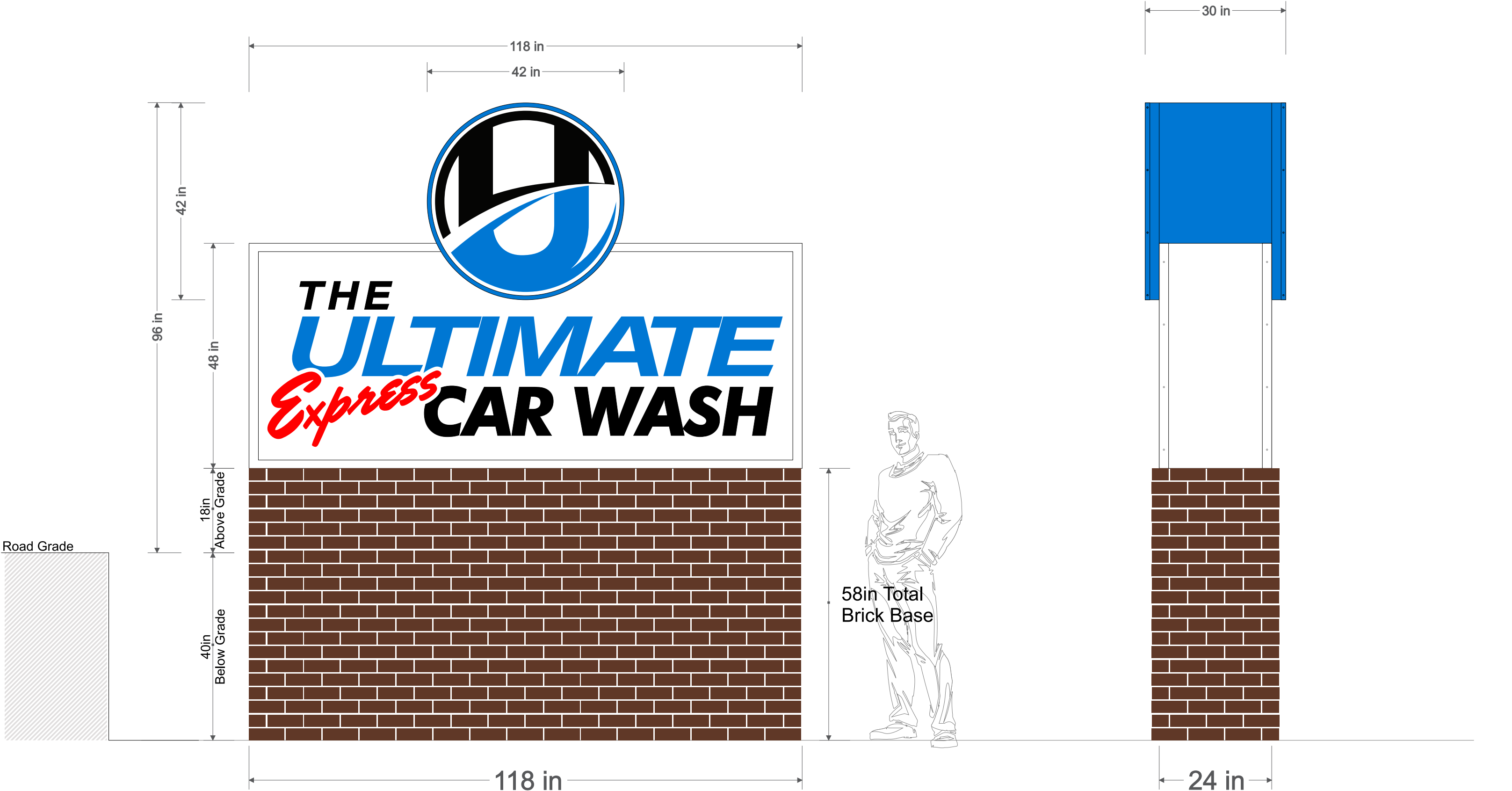


Attachments Continued:

Zoning Map

Map Legend





MFG / Nat'l Account Svcs:
4806 Wright Drive, Bldg. A
Smyrna, GA. 30082
(O) 770.989.1290

Corporate:
3548 Atlanta Rd.
Smyrna, GA. 30080
(O) 770.431.0807

comSIGNS.com

This Drawing is the Sole
Property of Commercial Signs
and may not be copied or
reproduced without consent.
Engineered Drawings and
Specs to follow upon
Acceptance of Approval



123 CONNERS ROAD
VILLA RICA, GA

SALES REP: DM
PM INITIALS: SL
DRAWN BY INITIALS: DM
DATE: 5/17/23

SIGN CODE INFO:
100sf and 20' OAH.

SQ. FT. ALLOWED: XX	SQ. FT. SHOWN: XX
---------------------	-------------------

FINAL APPROVAL	Authorized Signature:	
	X _____	
	Date:	PAGE
	X _____	5

From: [Michael Lee](#)
To: [Ronald Johnson](#)
Subject: EXTERNAL EMAIL: The Ultimate Express Car Wash Sign
Date: Monday, December 11, 2023 4:16:59 PM

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.

Oshkosh Corporation Classification - Restricted

Ronald,

Good afternoon

Gary stopped by this afternoon, and he asked if we (McNeilus) had any issue with their sign / sign height.

I told him that we had no issues at all here, the sign looks pretty low, especially since it is sitting down in a hole.

No issues here, hopefully no modifications needed.

Thanks,

Mike Lee | Branch Manager Southern Zone East

office: 770.456.5019 | cell: 770.634.7833 | mlee@mcneilusco.com |

1 McNeilus Ct. | Villa Rica, GA. 30180 mcneiluscompanies.com

McNeilus | An Oshkosh Corporation Company

Although this e-mail and any attachments are believed to be free of any virus or other defect which might affect any computer system, it is the responsibility of the recipient to check that it is virus-free and the sender accepts no responsibility or liability for any loss, injury, damage, cost or expense arising in any way from receipt or use thereof by the recipient.

The information contained in this electronic mail message is confidential information and intended only for the use of the individual or entity named above, and may be privileged. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, please contact the sender immediately, delete this material from your computer and destroy all related paper media. Please note that the documents transmitted are not intended to be binding until a hard copy has been manually signed by all parties.

Thank you.

From: [Brandon Greba](#)
To: [Ronald Johnson](#); [Ronald Johnson](#)
Subject: EXTERNAL EMAIL: Ultimate Carwash Sign
Date: Thursday, December 14, 2023 4:20:12 PM
Attachments: [PastedGraphic-1.tiff](#)

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.

Dear Ronald,

I hope this message finds you well.

I wanted to take a moment to address the recent discussions surrounding the carwash sign situated next to my property. Gary has kindly informed me about the concerns raised, and I appreciate the opportunity to share my perspective on this matter.

Firstly, I want to emphasize that the presence of the carwash sign has not caused any inconvenience or disturbance to me or my property. Its position does not obstruct or hinder my business operations in any way.

In reflecting on this issue, I find myself wishing that our city authorities could prioritize more significant and pressing matters that truly impact our community. While I might not be privy to all the intricate details, I believe it's crucial to focus on addressing larger-scale challenges faced by small businesses in our area.

I value being part of our community and believe it's essential to voice concerns constructively. It's my hope that the city's attention can be directed towards matters that will genuinely make a difference to the growth and well-being of our local businesses and residents.

Thank you for taking the time to consider my perspective on this issue. I remain open to further discussions or insights you might have regarding this matter.

Cheers,

Brandon
Owner and Founder
West Georgia Cornhole | Titan Bags
770-573-2507 Ext.701
[Website](#)
[Titan Bags](#)
[Facebook](#)
[Instagram](#)
[YouTube Channel](#)

Want to learn more about WGC & Titan? Check out our new video
<https://youtu.be/Dqhtsa0GaYE>





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: RA-05-23 – Rezoning from Commercial Medium-Density (C2) to Industrial Low-Density (I1) for property located at the SE corner of Highway 61 and Whitworth Road

AGENDA DATE: January 9, 2024

DATE PREPARED: December 29, 2023

PREPARED BY: Ronald Johnson, Planning & Zoning Administrator

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PUBLIC HEARING: YES

PURPOSE: Blake Dexter (the Applicant) seeks a rezoning from Commercial Medium-Density (C2) to Industrial Low-Density (I1) for property near the SE corner of Highway 61 and Whitworth Road in order to operate an aluminum anodizing facility and create an industrial pad site for future industrial uses.

BACKGROUND: The parcel meets the minimum lot size requirement and minimum frontage requirements for the I1 Zone. The parcel is partially vacant with a wet well constructed around 2006. The parcel measures 37.58 acres. Access to the lot will be from Highway 61 and Whitworth Road. The applicant proposes to use a 100,000 square foot building for the anodizing use and a 92,000 square foot building for offices. The remaining portions of the lot are shown to have a pad site to be marked for a future industrial use.

The Planning & Zoning Commission voted 4-0 to deny the application.

STAFF RECOMMENDATION: DENIAL

Reasons:

- The industrial zoning is not supported by the Comprehensive Plan;
- May result in spot zoning; and
- May cause an increase in traffic on Whitworth Road, where school traffic is already present.

IMPACT: N/A

MOTION: I move to deny the rezoning request from Blake Dexter for a rezoning from C2 to I1, as presented.



City of Villa Rica

Zoning

Copy of Application

Reference # P-0001-2023

Date Submitted: 10/1/2023 8:58:23 PM

Property Details

Address: CARROLLTON VILLA RICA HWY , VILLA RICA, GA 30180

Parcel/Lot: V08 0010001/{MERGEFIELD cf[f976f]}

Application Details

Project Name: HUBER HQ

Existing Use: C2 - Commercial Medium-Density

Proposed Use: I1 - Industrial Low-Density

Applicant Details

Name: BLAKE DEXTER

Address: 3535 PEACHTREE RD, STE 520-723 , ATLANTA, GA 30326

Email: BDEXTER@DEXTERCOS.COM **Phone #:** (404) 239-9400

Property Owner Details

Name: COUEY & MORGAN INVESTMENTS, INC. **Tax ID:** 81-1006719

Address: 1700 W FITZGERALD LN , WATKINSVILLE, GA 30677-8114

Email: JMREALESTATE@BELLSOUTH.NET **Phone #:** (770) 815-4088

Attorney Details

Name: Jeffrey F. Montgomery

Firm: Cushing, Morris, Armbruster & Montgomery, LLP

Address: 191 Peachtree Street, N.E., Suite 4500 , Atlanta, GA 30303

Email: jfm@cmamlaw.com **Phone #** (404) 521-2323

Planning Consultant Details

Name: JONATHAN TLENIS, P.E. **License #**

Firm: HRC ENGINEERS, SURVEYORS

Address: , ,

Email:

Phone #

Engineer Details

Name: JONATHAN TILENIS, P.E.

License #

Firm: HRC ENGINEERS, SURVEYORS

Address: 6554 Church Street , DOUGLASVILLE, GA GA

Email: jtilenis@hrcengineers.com

Phone #: (770) 942-0196

Traffic Engineer Details

Name:

License #

Firm:

Address: , ,

Email:

Phone #:

Property Information : Existing

Easements, Leases, or Other Agreements, Existing or Proposed on the Property
Existing Zoning District of Site
In Applicant's opinion with Board of Adjustments action be required for a variance?

No

Yes

Is a structure(s) present on existing lot?

No

If yes, how many?

A. Building Floor Area Total

Each Floor

B. Building Ground Area

C. Building Height Feet

Stories 1

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

See site plan attached

Present use(s) of site (each structure) & Proposed use on site Vacant, the commercial project was cancelled due to the Great Financial Recession in 2008

Proposed:

A. Building Floor Area Total 92000

B. Building Ground Area

C. Building Height Feet 30

D. Floor Area Ratio (FAR) 20

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

F. Set Backs / Front, Rear, Side

Project Information

	Proposed	Existing
Maximum Height	30	
Lot Width		
Side Yard		
Lot Coverage % of building		
Lot Coverage Impervious Surface		
Planted Area %		
Parking Stalls		
Total of Side Yards		
Rear Yard		
Lot Area	421000	
Lot Coverage Impervious Surface %		
Planted Area		
Floor Area	92000	
Front Yard		

<u>Request Type</u>	
Rezoning	X
Special Use Permit	

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



October 30, 2023

Mr. Ronald Johnson
Planning and Zoning Administrator
571 West Bankhead Highway
Villa Rica, GA 30180

RE: LOI for rezoning of approximately 20 acres at intersection of Hwy 61/Whitworth Rd
(Parcel/Lot V08 001000) from C2 to L1

Dear Ron,

This letter is intended to further explain the above referenced rezoning request by Dexter Companies to construct a building for our client Huber HQ to be used as Headquarters office space and light manufacturing/wholesale distribution of architectural aluminum metal products for use in high end interior and exterior trim work on projects such as hotels, airports, office buildings, and medical facilities.

This is an 80-year-old family-owned company with multiple locations in the United States and will add approximately 55 to 60 skilled job opportunities for the Villa Rica community. The company sometimes operates more than one shift so hours of operation may vary, but there is no noise or other nuisance that extends outside of the building facility itself. There will also be room on the property for future expansion of this business or possibly for an office/warehouse building for another tenant.

Compared to the current C2 zoning and most other zoning uses, this light industrial use will have a lower impact on the surrounding area in terms of traffic, onsite activity, and noise, and will provide excellent long-term employment to the community.

Thank you for your consideration, and please let me know if additional questions arise.

With Best Regards,

A handwritten signature in black ink, appearing to read 'Allan W. Anderson', written in a cursive style.

Allan W. Anderson, CCIM
Executive Vice President

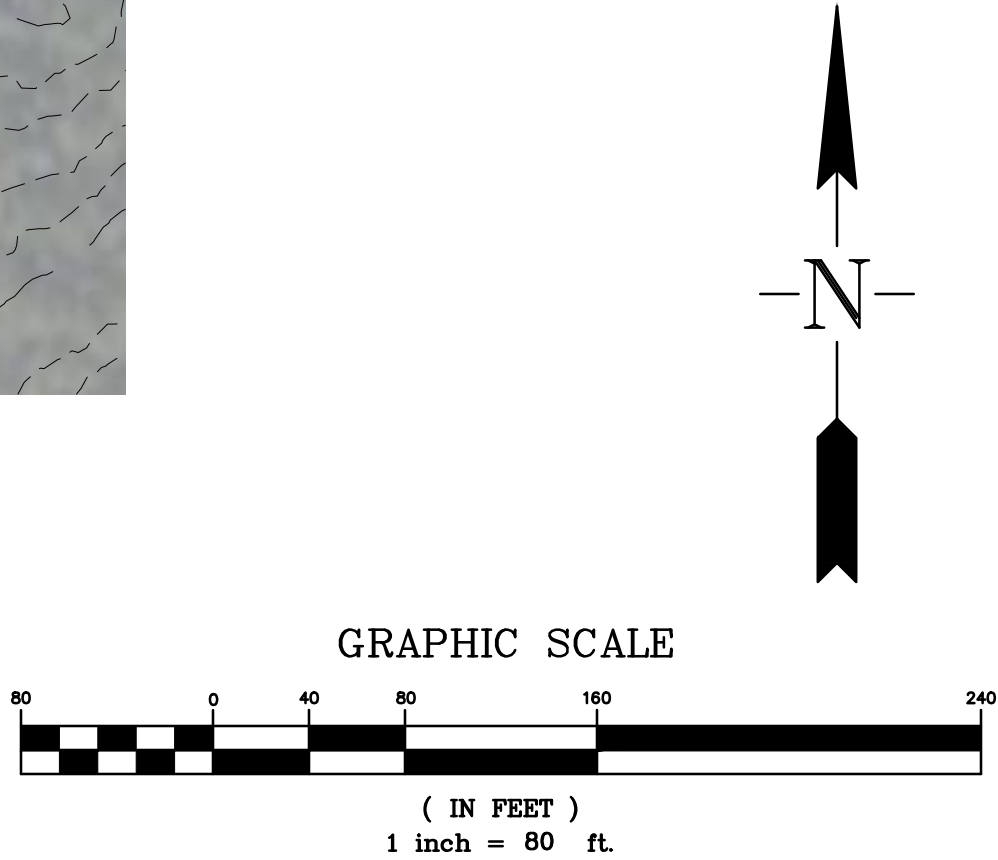
Development Leasing Property Management Advisory Services Investor

3535 Peachtree Road | Suite 520 #723 | Atlanta, GA 30326 | Telephone: 404-239-9400



Conceptual Site plan for
Huber - Whitworth/ Hwy 61

CARROLL COUNTY, GEORGIA
OCTOBER 26, 2023







Renee Kilgore, Planning & Zoning Secretary
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

Re: Planning Report
Carrollton Villa Rica Highway
RA-05-23
Applicant's Name: Blake Dexter
Property Owner: Couey & Morgan Investments, Inc.
Land Lot 145, District 2, Section 5
Parcel # V08 0010001
Lot Size: 37.58 Acre +/-
Ward: 2
City Council Member: Matthew Momtahan
Planning Board Member: David Rogers
City of Villa Rica, Carroll County, Georgia

Dear Ms. Campbell:

This planning report is prepared in response to the Rezoning application submitted by Blake Dexter for the property located at Carrollton Villa Rica Highway (at Whitworth Road). The purpose of this report is to provide an analysis of the rezoning request and make recommendations for the City Council's consideration.

Background:

This property was subject to previous requests for single-family homes on the property that was withdrawn in 2022. Prior to that, the property was considered for an amusement park use. The applicant is interested in constructing an industrial aluminum anodizing use. The property is located within the Suburban Village Character Area. The site is directly adjacent to single-family homes to the south, single-family and vacant land to the west and north, and vacant land and Ithaca Gin Elementary School to the east. The site is located within the Carroll County portion of the city and borders unincorporated areas to the north, east and south. A pond is located on the property.

During the 2020 citywide rezoning, the property owner filed an appeal to keep the commercial zoning on the property, whereas the city proposed to change the zoning to Single-Family Agricultural (AG). The applicant argued that they had vested rights in commercial zoning of the property and have made investments in order to bring a commercially zoned property to fruition. The City Council imposed conditions on the property.

Rezoning Request:

The property is located in the Commercial Medium-Density (C2) Zone and is proposed to be rezoned to Industrial Low-Density (I1).



Description of Rezoning Request:

The request is being made in order to construct two industrial buildings on the site, one 100,000 SF industrial building where the main trade work will be performed and a 92,000 SF office building to support operations. The site will host an entrance off of Whitworth Road. The city's comprehensive plan prescribes Suburban Village Character Area to the subject property, which does not recommend industrial zoning categories. There are no other industrial zoned properties along the Highway 61 South corridor. The surrounding area is largely residential, commercial, agricultural and vacant land.

Site Analysis:

The site features a lake within the center, which greatly inhibits placement of buildings and usage of much of the site area. There is also a stormwater easement that runs along east-west through the Highway 61 frontage of the property. The property is situated at a prominent corner at Whitworth Road and is near Ithaca Gin Elementary (quarter mile). A wet well is also present on the site. The property does not have sewer capacity to develop larger uses on the land. The proposed use is not proposed to need large amounts of sewer capacity. These constraints make the property difficult for development.

Review of Criteria for Granting a Variance:

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

1. The Comprehensive Plan;

Villa Rica Future Land Use Map - The Future Land Use Plan prescribes "Suburban Village Character Area" as the future land use for the parcel. The intent of the Suburban Village Character Area is as follows:

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

The character area has design principles that recommend "low to moderate density with concentrated neighborhood commercial development oriented around intersection/community crossroads". The Comprehensive Plan indicates the following zoning categories as appropriate zoning categories for the Suburban Village Character Area. The UDC zoning categories and their corresponding 2020 zoning ordinance categories are indicated below:

TABLE 3 - APPROPRIATE ZONING CATEGORIES – SUBURBAN VILLAGE	
<u>UDC Zoning Categories</u>	<u>Corresponding 2020 Zoning Ordinance Category</u>
Single Family (R20)	Single-Family Suburban (R1)



	Single-Family Urban (R2)
Multi-Family (R-14)	Multi-Family Low-Density (MF1)
Residential Townhome (RT)	Single-Family Attached (SFA)
Rural Development (RD)	Single-Family Agricultural (AG)
Planned Development (PD)	Planned Unit Development (PUD)
Neighborhood Commercial (NC)	Commercial Low-Density (C1)
Office-Institutional (OI)	Office Medical Institutional (OMI)

The proposed zoning category is not supported by the Comprehensive Plan.

2. Current conditions and the character of current structures and uses in each district;

The lot currently features vacant land with a lift station and some sewer infrastructure improvements. The character of the I1 zone is industrial in nature, and is specialized for low intensity manufacturing, warehousing and industrial uses. The character of the surrounding area is residential, commercial, agricultural and institutional uses.

3. The most desirable use for which the land in each district is adapted;

The use is not the most desirable use along the limited buildable frontages available along Highway 61. The commercial C2 zoning is preferred from a planning perspective. The staff has a general concern with spot zoning of the parcel should the zone be changed. The city has very few C2 zoned parcels left that have not been constructed upon and there is a general pressure for more commercial growth along Highway 61.

4. The conservation of property values throughout the jurisdiction; and

Property values are not expected to be greatly affected, either positively or negatively by the redevelopment of the lot for industrial purposes.

5. Responsible development and growth

The industrial zoning is not supported by the Comprehensive Plan, may result in spot zoning, and may cause an increase in traffic on Whitworth Road, where school traffic is already present.

Recommendation:

Based on our analysis, we recommend that the City Council **deny** the rezoning request submitted by Blake Dexter for the property at Carrollton Villa Rica Highway and Whitworth Road. Our recommendation is based on the following findings:

- The industrial zoning is not supported by the Comprehensive Plan;
- May result in spot zoning; and
- May cause an increase in traffic on Whitworth Road, where school traffic is already present.

Conditions of Approval (if applicable):

Should the council wish to approve the application, the following conditions should be made applicable to the development:



1. The applicant will install a self-contained sewer treatment facility for manufacturing by-product and development sewer discharge, not including typical restroom and breakroom usage.
2. The rezoning only applies to the proposed use and reverts to the C2 Zone if the proposed aluminum anodizing use is discontinued.

Public Comments:

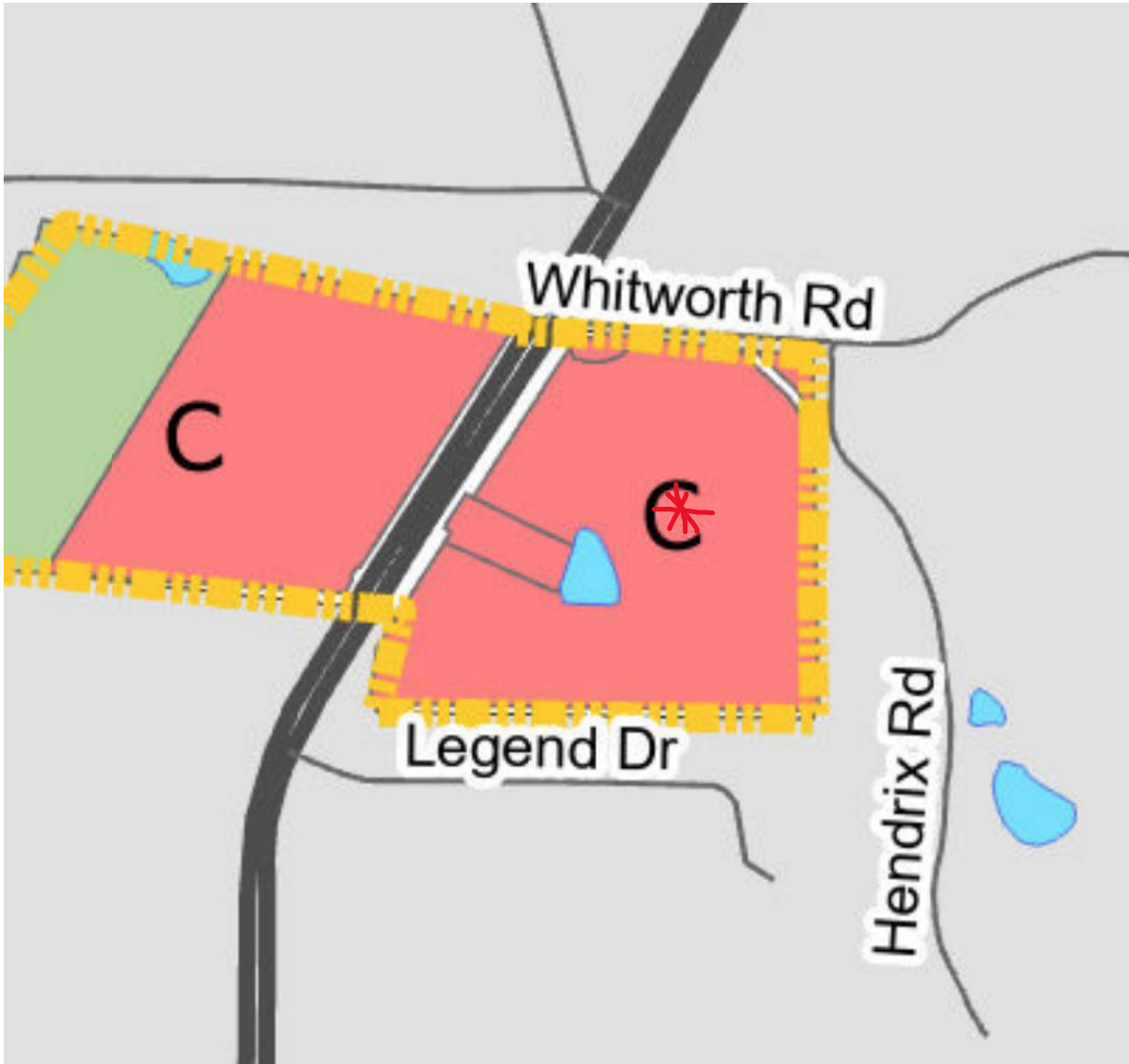
No Public Comments have been received by the Planning and Zoning staff as per the date of this report.

Conclusion:

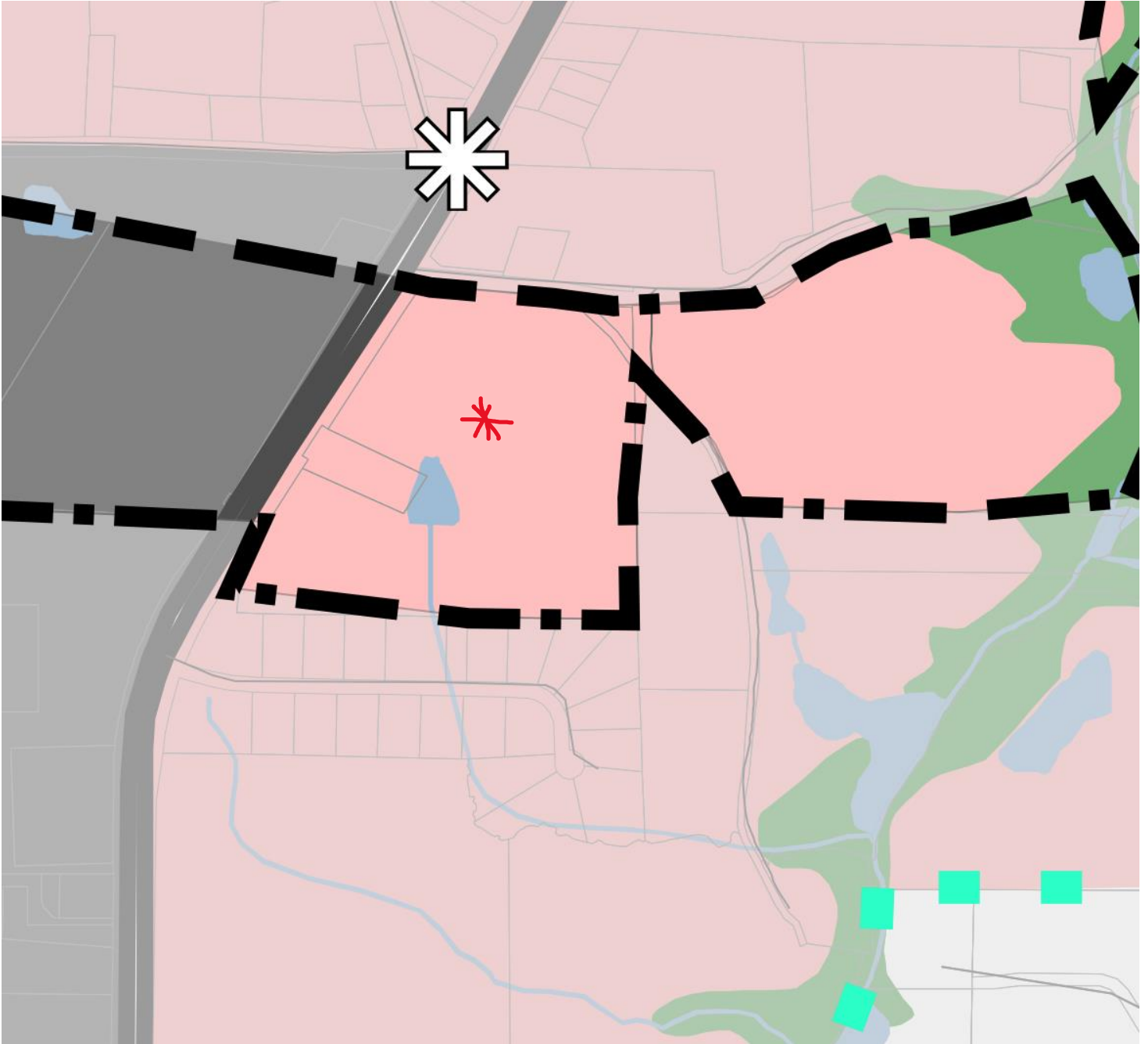
In conclusion, this planning report has provided an analysis of the variance request and recommended a course of action for the City Council consideration. The decision should be made in accordance with the city's zoning regulations, comprehensive plan, and the best interests of the community.

Attachments:

Zoning Map:



Future Land Use Map:





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Armis Vulnerability Management Solution Renewal
AGENDA DATE: January 9th, 2024

DATE PREPARED: January 3, 2024
PREPARED BY: Jim Chambers

AMOUNT: \$45,538.00
GL ACCOUNT #: 100-1535-521300
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes

PURPOSE: Renew our licensing for Armis

BACKGROUND: Last year we implemented Armis for vulnerability monitoring. This is to renew that service.

STAFF RECOMMENDATION: Approval.

MOTION: I move to approve the renewal of Armis Vulnerability Management Solution for an amount of \$45,538.00.

SureLock Technology
297 Industrial Park Dr NE, Suite A
Lawrenceville , Georgia 30046
United States
<https://surelocktechnology.com/>
(P) 678-712-5346

Quotation (Open)
Quote # : 550 1 rev of 1
Modified Date: Nov 06, 2023 01:34 PM GMT
Expiration Date: 12/06/2023
Description: Armis Risk Asset Vulnerability
Management



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
Armis Risk Asset Vulnerability Management					
1	Risk based asset vulnerability management with 1000 - 2499 Assets Armis - ARM-AVMB-2499 Start Date: 01/25/2024 End Date: 01/24/2025	ARM-AVMB-2499	1	\$16,338.00	\$16,338.00
2	Armis Platform features include: Asset and Network-based Data Collection & Aggregation, Cloud-based Behavioral Device Knowledgebase, Risk Assessment, Scoring & Management, Threat Detection & Response, Automated Security Policy enforcement, Unlimited Virtual Collectors, 1 Hardware Collector, Premium 24/7 Support Included Armis - ARM-P-499 Start Date: 01/25/2024 End Date: 01/24/2025	ARM-P-499	200	\$146.00	\$29,200.00

Subtotal: \$45,538.00
Tax (.0000%): \$0.00
Shipping: \$0.00
Misc: \$0.00
Total: \$45,538.00

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: Library Advisory Board Appointment
AGENDA DATE: January 9, 2024

DATE PREPARED: December 29, 2023
PREPARED BY: Rachel Linn, Library Manager

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

PURPOSE: To fill a vacancy of the Villa Rica: Library Advisory Board.

BACKGROUND: Robert Hardeman's term on the Villa Rica Library Advisory Board has expired. Mr. Hardeman has reapplied for his position.

STAFF RECOMMENDATION: Staff is recommending that Robert Hardeman be appointed to the Villa Rica Library Advisory Board to fill this vacancy.

IMPACT: Mr. Hardeman has diligently served on the Library Advisory Board in his previous term. He is a frequent participant in library events and supports library programs.

MOTION: I make a motion to appoint Robert Hardeman as a board member to the Villa Rica Library Advisory Board for the term January 9, 2024 – December 31, 2027.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Library Advisory Board Appointment
AGENDA DATE: January 9, 2024

DATE PREPARED: December 29, 2023
PREPARED BY: Rachel Linn, Library Manager

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

PURPOSE: To fill a vacancy of the Villa Rica: Library Advisory Board.

BACKGROUND: William Coleman's term on the Villa Rica Library Advisory Board has expired. Tokiwa Smith has applied for the position.

STAFF RECOMMENDATION: Staff is recommending that Tokiwa Smith be appointed to the Villa Rica Library Advisory Board to fill this vacancy.

IMPACT: Ms. Smith is a lifelong supporter of public libraries who has more than 15 years of experience in developing and implementing STEM curriculum for K-12 students. She is an innovator in the education space who works both within and beyond the classroom to elevate STEM education and has worked with public libraries to grow STEM literacy initiatives.

MOTION: I make a motion to appoint Tokiwa Smith as board member to the Villa Rica Library Advisory Board for the term January 9, 2024 – December 31, 2027.



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



**APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT**

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

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

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

APPLICANT INFORMATION

Applicant Name: Tokiwa T. Smith

Occupation: Consultant and Nonprofit Executive Employer: Tokiwa T. Smith consulting/STEM Link

Home Address: 206 Millpond Pkwy City: Villa Rica Zip: 30180

Home Phone: () Home E-Mail: tokiwa.smith@gmail.com

Work Phone: (404) 860-2935 Work E-Mail: tokiwa@tokiwa-smith.com

Cell Phone: (678) 467-1310 Preferred E-Mail: ☒ Home ☐ Work

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

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Library Advisory Board
- b) How long have you been a resident of the City of Villa Rica? 10 Years 1 Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____

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

As a library patron, it is my desire to support the library manager to ensure that city residents obtain and utilize their library cards and see the library as the community resource/space that it is and that the library has the resources it needs to serve the community.

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

① Library Advisory Board

② Recreation Advisory committee

APPLICANT STATEMENT

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

Tokwa T. Smith
Signature

Tokwa T. Smith
Printed Name

3.16.23
Date

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

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

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

APPLICANT INFORMATION

Name Robert Hardeman

Occupation Attorney Employer Chartwell Law

Home Address 9620 Stillwater Drive

City Villa Rica State GA Zip 30180

Phone 678-576-2811 Email RKHardeman@hotmail.com

Which Board, Commission or Authority do you wish to be appointed to?

- | | |
|-------------------------------------|----------------------------------|
| ☐ | Downtown Development Authority |
| ☐ | Historic Preservation Commission |
| ☐ | Housing Authority Board |
| ☒ | Library Advisory Board |
| ☐ | Main Street Advisory Board |
| ☐ | Planning & Zoning Commission |
| ☐ | Recreation Advisory Commission |
| ☐ | Villa Rica Cemetery Committee |
| ☐ | Villa Rica Development Authority |

How long have you been a resident of Villa Rica?

4 1/2 years

Do you own a business in Villa Rica?

☐ Yes☒ No

If yes, what is the name and address of your business?

Are you current with all your financial obligations to the City?

☒ Yes☐ No

Are you willing and able to attend training sessions on-site or off-site if provided by the City?

☒ Yes☐ No

Are you able to meet the attendance requirements of the position for which you are applying?

☒ Yes☐ No

Do you know of any circumstances that would result in you having to abstain before the Board, Commission or Authority?

No

Do you or your employer, or your spouse, child, relative, or their employers, do business with the City of Villa Rica? If yes, please explain.

No

Do you have employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board, Commission and Authority?

☐ Yes ☒ No

If yes, please explain.

Please briefly explain your reasons for wishing to serve on the Board, Commission or Authority you select.

I have served for the past two years on the Advisory Board and would like the opportunity to continue serving and assisting the Library.

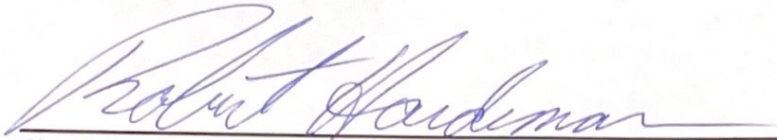
Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice?

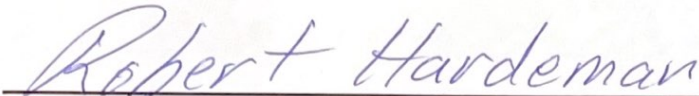
☐ Yes ☒ No

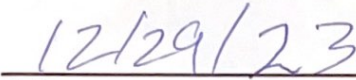
If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

APPLICANT STATEMENT

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


Signature


Printed Name


Date



APPLICATION FOR BOARD, COMMISSION OR AUTHORITY APPOINTMENT

**CITY OF VILLA RICA
571 W. Bankhead Hwy
Villa Rica, GA 30180**

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

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

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

Please return signed application to:

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

tcampbell@villarica.gov

Questions? Contact the City Clerk at 678-840-1229

APPLICANT INFORMATIONName JAMES WALTER STOVALLOccupation RETIRED ENGINEER Employer N/AHome Address 2016 CREEKHEAD DRIVECity VILLA RICA State GA Zip 30180Phone 678-427-4816 Email STOVICK47@GMAIL.COM

Which Board, Commission or Authority do you wish to be appointed to?

☐	Downtown Development Authority
☐	Historic Preservation Commission
☐	Housing Authority Board
☒	Library Advisory Board
☐	Main Street Advisory Board
☐	Planning & Zoning Commission
☐	Recreation Advisory Commission
☐	Villa Rica Cemetery Committee
☐	Villa Rica Development Authority

How long have you been a resident of Villa Rica? 5 YEARS

Do you own a business in Villa Rica? ☐ Yes ☒ No
 If yes, what is the name and address of your business?

Are you current with all your financial obligations to the City? ☒ Yes ☐ No

Are you willing and able to attend training sessions on-site or off-site if provided by the City?
☒ Yes ☐ No

Are you able to meet the attendance requirements of the position for which you are applying?
☒ Yes ☐ No

Do you know of any circumstances that would result in you having to abstain before the Board, Commission or Authority?

No

Do you or your employer, or your spouse, child, relative, or their employers, do business with the City of Villa Rica? If yes, please explain.

NONE, OTHER THAN BUYING WATER, SEWERAGE, AND TRASH
PICK-UP SERVICES.

Do you have employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board, Commission and Authority?

☐ Yes ☒ No

If yes, please explain.

Please briefly explain your reasons for wishing to serve on the Board, Commission or Authority you select.

I HAVE ALWAYS BEEN A STRONG ADVOCATE OF LIBRARY SERVICES
IN THE COMMUNITIES IN WHICH I HAVE LIVED.

Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice?

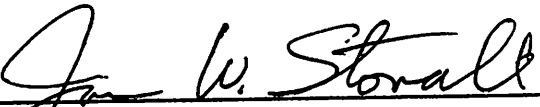
☒ Yes ☐ No

If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

VILLA RICA DEVELOPMENT AUTHORITY, PLANNING AND ZONING
COMMISSION, HOUSING AUTHORITY BOARD

APPLICANT STATEMENT

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



Signature

JAMES W. STOVALL

Printed Name

DECEMBER 30, 2023

Date

BOARD, COMMISSION AND AUTHORITY INFORMATION

Downtown Development Authority (DDA) Term: 4 years | Members: 7

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

Historic Preservation Commission (HPC) Term: 3 years | Members: 6

This commission is appointed by the City Council and administers the historic regulations in the City of Villa Rica. Commissioners review requests for retaining wall grants, revolving loan applications, building permit applications and demolition permit requests.

Housing Authority Board (HAB) Term: Indefinite | Members: 5

The function and responsibility of the HAB is to plan, develop, and administer a public housing program for the City of Villa Rica. Members are appointed by the Mayor.

Library Advisory Board (LAB) Term: 3 years | Members: 7

Acts in an advisory capacity to the branch manager of the Villa Rica Public Library. Members recommend operational policies for the library, assist the Branch Manager with the annual budget request to the City Council, adopt bylaws and regulations for internal operations, and represent the library to the community. The City Manager, Branch Manager and WGRL Director serve as nonvoting members.

Main Street Advisory Board (MSAB) Term: 2 years | Members: 7

This Board is appointed by the City Council and works to promote and create a thriving central business district in Downtown Villa Rica and along primary entrance corridors into the central downtown business district.

Planning & Zoning Commission (P&Z) Term: 1 year | Members: 5

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

Recreation Advisory Commission (RAC) Term: 3 years | Members: 7

The purpose of the RAC is to make recommendations to the City Council regarding parks and recreation plans, policies, programs and projects.

Villa Rica Cemetery Committee Term: 3 years | Members: 6

Functions include making recommendations to the City on all aspects of the management and operations of the city's cemeteries.

Villa Rica Development Authority (VRDA) Term: 4 years | Members: 7

The VRDA exists to provide bond financing for community and economic development projects with a goal of increasing job opportunities within the community, supporting education and health care, and providing housing for underserved communities, all of which benefit the residents of the city of Villa Rica and the state of Georgia.

PROCEDURES FOR BOARD, COMMISSION OR AUTHORITY APPOINTMENT

1 Approximately four weeks before the end of a Board or Commission term, the City Clerk will notify the Mayor and City Council and the members of the Board or Committee affected of the positions and citizens whose terms will be expiring.

2 The City Clerk will cause this information to be posted via the City's website, electronic newsletter or other means to inform the residents in the city. This notice will also include qualifications (if any) to serve. The Mayor and City Council will set the timeframe for the acceptance of applicants.

3 Applications may be sent to the City Clerk. The Mayor and City Council may interview candidates at its discretion. The Mayor and City Council retains all responsibilities and rights to select candidates, nominate and confirm appointments as required by the City Charter and Code of Ordinances.

4 After any appointment, the new Board or Commission member, as well as the other members of that Board or Commission will receive a letter notifying them of their appointment and be scheduled to be administered an Oath of Office.

Please return signed application to:

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

tcampbell@villarica.gov

Questions? Contact the City Clerk at 678-840-1229



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Library Advisory Board Appointment
AGENDA DATE: January 9, 2024

DATE PREPARED: December 30, 2023
PREPARED BY: Rachel Linn, Library Manager

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

PURPOSE: To fill a vacancy of the Villa Rica: Library Advisory Board.

BACKGROUND: Victoria Byrne's term on the Villa Rica Library Advisory Board has expired. Ms. Byrne has decided not to re-apply for her position.

STAFF RECOMMENDATION: Staff is recommending that James Stovall be appointed to the Villa Rica Library Advisory Board to fill this vacancy.

IMPACT: Mr. Stovall is a long-time advocate for public libraries, serving in Friends of the Library groups across Georgia. He is currently an active Villa Rica Friends of the Library member.

MOTION: I make a motion to appoint James Stovall as a board member to the Villa Rica Library Advisory Board for the term January 9, 2024 – December 31, 2027.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT:	Connors Road Repave Cart Path
AGENDA DATE:	1/9/24
DATE PREPARED:	12/20/23
PREPARED BY:	Hal Burch
AMOUNT:	\$69,862.20
GL ACCOUNT #:	321-4210-541410
FUNDING SOURCE:	2015 Carroll SPLOST
BUDGETED ITEM?	Yes
PUBLIC HEARING:	No

PURPOSE: To complete the replacement phase of the cart path damage project caused by trees along the path alongside Connors Road.

BACKGROUND: This is the final phase of the cart path rehabilitation project started some months ago. We have removed the causal trees. We will now remove and replace 23,877 square feet of the asphalt cart/walking path.

STAFF RECOMMENDATION: Staff recommend hiring McIntosh Specialty Services LLC to demo and replace 23,877 square feet of sidewalk for the sum of \$69,862.20.

IMPACT: Once completed the pathway alongside Connors Road. will comply with the American Disabilities Act and provide the citizens a safe path of travel.

MOTION: To authorize the Mayor to enter into an agreement with McIntosh Specialty Services LLC to replace stated cart/walk paths.

McIntosh Specialty Services LLC
1656 US-27 North
Carrollton, Georgia 30117



Certified Drug Free Workplace



Customer: Villa Rica
Address: 571 West Bankhead Hwy Villa Rica

PROPOSAL – WORK ORDER

(PROPOSALS MAY BE WITHDRAWN IF NOT APPROVED WITHIN 30 DAYS)

Project Location: Conners Rd Walking Trail/Sidewalk

Phone: 770-550-1415 EMAIL: HALBURCH@VILLARICA.ORG

Item	Description	Unit	Unit Price	# Units	Total
1	Remove asphalt portion and roots and replace with 2" 9.5mm asphalt. Approximately 23,877 sq ft	Lump Sum	69,862.20	1	69,862.20
2	Remediation of Subbase	Ton	68.50	TBD	
3					

- Although our work is performed using quality materials, high construction standards and our goal is to exceed customer expectations, if there are permits or specifications for this project, they must be furnished to McIntosh prior to our proposal.
- The Prices shown above include our labor, and equipment and materials unless otherwise noted.
- McIntosh Specialty Services LLC (McIntosh) presently schedules work several weeks in advance. If the timing of your work is critical, discuss this with us and we will do our best to help meet important timelines.
- McIntosh invoices the actual work units performed, unless otherwise noted such as "Lump Sum". The units shown in our proposals may be estimated and while generally accurate, there may be differences, more or less, with the actual numbers of units and these actual units will be invoiced.
- The prices quoted in this proposal are based on the award of all items quoted unless specified otherwise. Pricing for specific items or groups of items can be provided upon request.
- The "Customer" (above), represents themselves as the owner or owner's authorized agent to approve this agreement, including the work described above, at the location shown, guaranteeing that McIntosh will receive timely payment in full for our work.
- Payment is due upon completion of work and receipt of invoice. No "Pay when Paid" or similar payment delay provisions is allowed. Interest will be charged at 18% API or the maximum rate allowed by law starting 10 days after the payment due date. Late payments will also incur any collection costs, including legal fees, related to collection efforts of late payment(s).
- ***Payment by credit or debit card requires a processing charge of 3%.
- Proposals are subject to correction.
- As the result of direction by the customer, verbally or otherwise, if this work proceeds, this Proposal shall become a "Work Order" with the mutual agreement that all information contained in this Proposal shall apply, including its incorporation into any contract or other similar agreement related to this work. This Work Order shall continue to supersede any conflicting points of other agreements even if dated they are postdated.

This Proposal excludes the following items unless they are specifically noted above as being included:

- Permitting
- Surveying / Construction layout
- Soil & Material Testing
- Bid, Payment or performance bonds
- Adjusting or relocating public or private utilities
- Soil and water related environmental controls
- Remediation of soft or unstable subgrade
- Landscaping

Warranty:

- For a period of 12 months following the completion of the pay items listed above, McIntosh will address any workmanship or material failures, subject to inspection and approval by McIntosh. Damage resulting from excessive loading, roots, excavations, poor quality or insufficiently compacted fill, sub-base or base, or existing pavement that was not properly installed or repaired as a part of this quote is not covered under our warranty.

Offered by: John Lightner

Printed: John Lightner

Date: 12/5/2023

Accepted by: _____

Printed: _____

Date: _____

Magnum Paving, LLC
125 Baker Industrial Ct
Villa Rica, GA 30180
(770) 919-0911
info@magnumpavingga.com
http://MagnumPavingGa.com



Proposal

ADDRESS

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

PROPOSAL # 10589

DATE 10/24/2023

EXPIRATION DATE 11/21/2023

SALES REP

Brinson Roland

JOB NAME

Connors Road Cart Path

ACTIVITY	QTY	RATE	AMOUNT
Services	2,430	35.65	86,629.50
Cart Path Rehab:			
-Mill 2" of existing cart path			
-Furnish and Install 2" of 9.5mm Topping			

All Traffic control, Saw cutting, Demo, GAB under curb, Striping, Signage, and Bollards excluded from bid

All Base/Milling work to be completed in ONE mobilization. Any additional Base crew mobilizations will be \$3,500 per

All Paving work to be completed in ONE mobilizations. Any additional Paving crew mobilizations will be \$5,500 per

No prime coat included

Drainage of the Pavement Surface is NOT guaranteed where design slope is LESS than 1.5%

**Due to the instability of petroleum cost, pricing shall be subject to increase based upon the Georgia Department of Transportation Asphalt Cement Index as published at <http://www.dot.ga.gov/PS/Materials/AsphaltFuelIndex> . For each \$10 increase in the asphalt cement index, unit pricing shall be adjusted \$0.035 per square yard per inch of asphalt

Garrett Yerkey (404) 580-6677

garrett@magnumpavingga.com Project Manager

Joe Draughon (470) 301-3522

joe@magnumpavingga.com Estimator

Tyler Dickinson (404) 754-6326

tyler@magnumpavingga.com Managing Member

Wayne Boatright (404) 580-9184

wayne@magnumpavingga.com

Brinson Roland (678) 249-8477 Sales

brinson@magnumpavingga.com

TOTAL

\$86,629.50

Accepted By

Accepted Date

*** PLEASE NOTE OUR CHANGE OF ADDRESS ***

Pavement Maintenance Proposal

City Of Villa Rica
Hal Burch

Project:
Conner Road Path Paving
2000 Mirror Lake Blvd
Villa Rica, Georgia 30180



Tim Kirkpatrick
Account Manager

Service Provider Information

Company Info



The Surface Masters
1393 Cobb Industrial Way
Marietta, Georgia 30066

P: 770-250-6392

F: 770-674-6086

<http://www.thesurfacemasters.com>

Contact Person

Tim Kirkpatrick
Account Manager
tim.kirkpatrick@thesurfacemasters.com
Cell: 404-665-7336
Office 770-250-6392 Ext 1706

About Us

We Solve Problems & Make Pavement Maintenance Simple!

The Surface Masters (SMI) provides pavement maintenance & construction services to the commercial, recreational and industrial markets throughout the Southeastern United States!

Our mission is to enhance our company, community, and lives one parking lot at a time by achieving complete client satisfaction resulting from constant delivery of high quality, cost effective, and timely resurfacing projects.

We are committed to complete client satisfaction and being the most responsive asphalt maintenance contractor in the industry. We appreciate the opportunity to provide these services and look forward to serving you as a client.

Asphalt Milling Repair

1. The area under consideration comprises approx. **3,889 square yards**.
2. **Trips:** The work described herein will be completed in up to **2** trips.
3. **Barricading:** All areas will be barricaded during and after the paving process. It is the owner's responsibility to make sure all barricades remain effective after our crews leave the jobsite.
4. **Number of Milling Areas:** There exists **1** milling area/s throughout project area.
5. **Pre-Pave Milling:** Prior to paving, mill pavement to a depth of **2 inches**. After milling is completed, saw cut edges of pavement to establish a clean joint to tie into. Repair area/s will be shaped symmetrically where possible. Asphalt millings and debris will be removed from job site and hauled off and properly disposed of. Work area will then be swept and blown clean in order to receive the pre-pave tack coat. To have a better understanding of the Milling process, please view our video: [The Surface Masters Milling Process](#)
6. **Cleaning:** The repair area/s to be paved will be cleaned of all loose materials with power sweepers, blowers, asphalt brooms, etc. At job completion all work areas will be left clean and all construction debris will be removed from job site.
7. **Pre-Pave Qualification:** The existing surface should be able to sustain the weight of our loads of new asphalt as well as equipment. Our firm will conduct a "Proof-Roll" of the existing surface. We will have an 18-ton (approx.) loaded dump truck slowly drive over existing sub-base to test and make certain that the sub-base can sustain the load. To get a better understanding of the process, please view our video: [The Surface Masters Proof Roll Process](#). If it is deemed necessary by contractor and owner's representative to repair base, additional charges could apply and will be treated as a change order.
8. **Pre-Pave Tack Coat:** If milling to base, then our firm will apply the tack coat to all vertical edges of the asphalt. If we do not mill to base, then we will apply the tack coat to the existing asphalt surface left behind after milling is completed. Applying tack coat promotes adhesion between existing asphalt surface and the new pavement surface we are installing. To get a better understanding of the process, please view our video: [The Surface Masters Vertical Edge Tacking Process](#).
9. **Surface Asphalt:** Area will be paved with **2 inches** (compacted thickness) of Surface Asphalt and properly compact.
10. **Client/Purchaser Conditions:** It is the Client/Purchaser's responsibility to have all material, cars, equipment, obstructions, etc. removed from the area where the work will take place. **Please see the attached Client/Purchaser's Responsibility & Conditions page.**

Total Price: \$109,245.00

 See Below Images

Proposal: Conner Road Path Paving

Asphalt Milling Repair

Paving Area



Price Breakdown: Conner Road Path Paving



Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on December 19, 2023.

Item	Description	Map Area	Cost
1.	Asphalt Milling Repair	Purple	\$109,245.00
Total:			\$109,245.00

Authorization to Proceed & Contract

You are hereby authorized to proceed with the work as identified in this contract. By signing and returning this contract, you are authorized to proceed with the work as stated.

We understand that if any additional work is required different than stated in the this proposal, it must be in a new contract or added to this contract as a change order.

Please see all attachments for special conditions that may pertain to aspects of this project.

Acceptance

We agree to pay the total sum or balance in full 30 days after the completion of work.

I am authorized to approve and sign for this project as described in this proposal as well as the identified payment terms and options stated in this contract.

****A signed proposal is required prior to the scheduling of the work.****

****This proposal is valid for 15 days from proposal date. Notwithstanding the preceding or anything herein below, this proposal is based on the current price of liquid asphalt. Any price increase in liquid asphalt through the course of this project will result in an additional charge.****

Date: _____

Hal Burch | Public Works Director
City Of Villa Rica
1605 Carrollton Villa Rica Hwy
Villa Rica, Georgia 30180
hburch@villarica.gov
C: 7705501415
O: 770-550-1415

Tim Kirkpatrick | Account Manager
The Surface Masters
1393 Cobb Industrial Way
Marietta, Georgia 30066
E: tim.kirkpatrick@thesurfacemasters.com
C: 404-665-7336
P: 770-250-6392 Ext 1706
F: 770-674-6086
<http://www.thesurfacemasters.com>

Contract Terms & Conditions

1. This proposal becomes effective as a contract after the Client/Purchaser and The Surface Masters ("SMI") have both executed the Acceptance. Terms and Conditions not included in this contract will not be recognized as part of this agreement unless the Parties execute a supplement to this agreement in writing executed by both Parties.
2. SMI reserves the right to withdraw and/or terminate this agreement in its sole discretion pending the results of a credit investigation. Client/Purchaser agrees to post a bond, establish an escrow account with sufficient funds, guarantee payment upon completion of the work, and/or establish contract payment terms, all at the request of SMI.
3. The Surface Masters will not be responsible for failure to complete the work covered in this contract or by project deadline when prevented by strikes, labor troubles, accidents, necessary repairs to equipment, fire, flood, weather conditions or any other contingencies beyond SMI's control.
4. All work will be completed in a neat and workmanlike manner. Industry standard materials will be used unless otherwise specified by architect, engineer, or Client/Purchaser. In the event materials other than industry standard materials are used, Client/Purchaser agrees SMI is not responsible for the performance of those materials.
5. Final payment, in full, is required upon contract completion invoice unless detailed previously above.
6. Unless otherwise stated herein, Client/Purchaser agrees to pay all invoices no later than thirty (30) days from the date of invoice.
7. Quantities stated above in the proposal are approximate only. Pricing will be based on actual field measurements and materials used. Client/Purchaser agrees to pay necessary material overages. Unless otherwise stated herein, the proposal will be valid for 15 days from date of proposal.
8. Payments not received within 30 days of invoice date will be subject to a 1.5% monthly and 18% annual interest charge which will be added to monthly statements. Full payment for principal and interest is personally guaranteed by the individual signatory purchaser of this contract, as well as the company they represent and the financially responsible company for which the work is being performed.
9. Withholding of a retainer of invoiced work will constitute a breach of contract unless retainer is specifically detailed in the payment terms listed above.
10. 90% of contract amount and change orders must be paid prior to completing punch list items and/or any changes to the work required by owners/managers, cities or municipalities.
11. In the event of non or late payment of Client/Purchaser, the contract shall be considered by the Client/Purchaser, and any and all legal means will be pursued to the fullest extent of GA law to recover any uncollected funds, additionally the signatory party of this proposal and contract agrees that by signing and authorizing this contract they will be responsible for and reimburse any legal, or collection agency fees incurred by SMI, as per GA law or any other applicable state laws if work is performed in a different state other than GA.
12. Client/Purchaser shall in good faith: a) secure and pay for all notifications, bonds, permits, fees, licenses, police details, and inspections necessary for proper execution and completion of the work unless otherwise specified; b) provide all lines, grades, stakes, traffic control, engineering, and layout necessary for proper execution and completion of the work; c) provide proper marking of all utility lines, manholes, gas lines, poles, and other work impediments which are not listed by Dig Safe or any other utility-based organization; d) provide a convenient water supply for use by SMI during this project; and e) assume the sole risk responsibility, and liability for damages arising from or related to the work performed and indemnify, defend, and hold harmless SMI from any and all such claims for damages, including but not limited to attorney's fees, and/or losses resulting directly or indirectly from this installation. If, in the opinion of SMI, the Client/Purchaser has failed to perform in accordance with this paragraph, SMI may refuse to perform work until Client/Purchaser makes the conditions suitable for commencement, continuation, and/or completion of the work.
13. If a specific time for completion is stated in the contract documents or in the Proposal/Contract, the time for completion will be extended to allow for any delays beyond the control of SMI including, but not limited to, delays due to weather, the presence of hazardous materials and wastes, and the acts of other contractors. SMI is not liable for any damages or delays in completion of the work.
14. It is understood and agreed upon that all work is performed and scheduled "weather permitting."
15. Should The Surface Masters be unable to work due to rain, snow, or other weather events, SMI shall be entitled to extend any completion deadline by the same number of days SMI was prevented from working.
16. SMI reserves the right to withdraw this proposal for any reason at any time prior to approval. The PRICE is based on

Proposal: Conner Road Path Paving



acceptance and approval as a contract by CLIENT/PURCHASER within a maximum of fifteen (15) calendar days, however; due to the current volatility of the market, prices may adjust anytime. Additionally, SMI may terminate this contract/agreement for any reason whatsoever, or for no reason. SMI shall give written notice of such termination to the Client/Purchaser specifying when termination becomes effective.

17. The Client/Purchaser will be responsible for towing. A tow truck service should be available at Client/Purchaser's expense to relocate, in a timely fashion, any vehicles, trailers, equip., etc. that prevent the scheduled work from being completed in a timely fashion. If there is a shut down and/or halt of operations due to a failure to notice and/or a lack of expeditious movement of obstructions hindering the scheduled work, additional charges may apply. In the event SMI incur towing fees, they will be billed as a change order to Client/Purchaser/Authorized Agent. The change order will include processing fees in addition to the actual towing charge.
18. The Client/Purchaser is responsible to notify all landscapers, garbage companies, and/or any other routinely scheduled work/services to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
19. This proposal does not include cost of permit fees, inspection fees, impact fees, or survey fees, unless specified in above scope, which may be required from the various agencies or municipalities having jurisdiction. If Client/Purchaser/Authorized Agent directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Client/Purchaser/Authorized Agent.
20. Change Orders, additions or extras requested by Client/Purchaser, Contractor, or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by Client/Purchaser/Authorized Agent.
21. All underground utilities including, but not limited to, electrical, cable, internet, plumbing and irrigation lines if damaged or broken are the responsibility of the Client/Purchaser and not SMI. If The Surface Masters needs to repair damages, the costs will be billed to the Client/Purchaser as a Change Order.
22. SMI will not be responsible for traffic control, unless specified otherwise in proposal, paint/product tracking, or other damages due to vehicles, equipment or persons trespassing in designated work areas.
23. Plans, engineering, layout, testing, bonds and as-builts by others.
24. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
25. In the event of a dispute regarding this contract, the prevailing party agrees to pay reasonable attorney fees, collection costs and all related costs incurred until such dispute is settled.
26. Unless specified in the scope, this proposal is based on work being completed during the hours of 8:00AM and 5:00PM, Monday through Friday, excluding holidays and weekends.
27. No warranties are honored unless payment is made in full. Unless otherwise stated herein, SMI will provide a one (1) year warranty, starting on the last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered under this warranty.
28. Client/Purchaser waives claims against SMI for consequential damages arising out of or relating to this contract. This waiver includes damages incurred by the Client/Purchaser for rental expenses, losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons.
29. To the fullest extent permitted by law, the Client/Purchaser shall indemnify and hold harmless SMI from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work contemplated by this contract, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or for injury to or destruction of tangible property other than the work itself, but only to the extent caused by the negligent acts or omissions of the Client/Purchaser or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.
30. To the extent that The Surface Masters is held liable for any claims arising from this contract, the Parties agree that SMI's liability shall be limited to and in no event exceed the amount of the contract.
31. The headings contained in this Agreement are for convenience of reference only, and they shall not be used in the interpretation of this Agreement.

Warranty & Conditions

1. **Permits:** Any necessary permits or permit fees are Client/Purchaser's responsibility. The cost of and obtaining of all permits, bonds, stakeouts, cut sheets, layout engineering, testing, etc. are excluded unless specified otherwise in

Proposal: Conner Road Path Paving



scope of work.

2. **Liquid Asphalt Index:** If proposal includes any asphalt services, the price is based on the current price of liquid asphalt at the time of the estimate. If there is a price increase in liquid asphalt, SMI reserves the right to pass on any additional charges for the difference in material price to the Client/Purchaser.
3. **NOTE: *This proposal may be withdrawn by us if not accepted within 15 days.***
4. **Unforeseeable Conditions:** Due to unforeseeable conditions during excavation, depths may go deeper than anticipated. A change order may be necessary should this occur. Client/Purchaser is responsible for any increase in cost due to depth changes. Furthermore, SMI assumes no liability for damage to any utilities such as but not limited to gas, electric, plumbing, phone, cable, animal fencing, sprinklers, culvert pipes, drainage pipes, etc..
5. **Undesirable Conditions:** If, after being made aware of undesirable sub-base or base coarse conditions, the Client/Purchaser or Authorized Agent insists on the installation of any part of the pavement without authorizing corrective action, SMI will not be responsible for any subsequent pavement failures, and will be paid as stated in the contract. Our firm shall not be liable for any failure to undertake or complete the work for causes beyond our control.
6. **Weekend/Night Work:** Unless weekend work is clearly identified in the proposal, price is for work to be completed during the week (Monday-Friday). Night or weekend work can be made available at additional cost in some cases.
7. **Existing Surface:** The existing surface will be expected to support the weight of all required construction equipment. In the event that, due to poor sub-grade conditions, sinking or unstableness occurs when we drive our equipment onsite, our firm will not be held responsible for damages to any concrete or asphalt due to the weight of our trucks & equipment.
8. **Warranty:** Unless stated otherwise in above scopes, all work will be warranted for a period of (1) one year from date of installation on materials and workmanship, **except cracks**. SMI guarantees that all materials will be installed per specifications above.

Paving | Client/Purchaser Responsibility & Conditions

1. **Site Services:** The Client/Purchaser is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a rescheduling due to unforeseen conditions, you are required to let all service providers know about the change.
2. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where the asphalt has been affected.
3. **Sprinklers:** Should be off 24 hours prior to our scheduled service. The surface must be dry for our arrival. Areas where the pavement is wet could delay project start and/or prevent project from being completed on schedule.
4. **Incidental Damage:** SMI is not responsible for incidental damage caused by heavy equipment required to conduct the project herein.
5. **Unsuitable Subgrade:** If asphalt repair areas require removal and replacement of unsuitable subgrade material in order to properly repair the damaged area, additional charges may apply.
6. **Tree Damage:** SMI is not responsible for tree damage due to asphalt repairs in areas where root repair/removal is required to properly patch asphalt—additionally, SMI will not be responsible for future damage to these patched areas due to future root growth.
7. **Deteriorated Surroundings:** If areas surrounding the new asphalt patch is severely deteriorated, loose asphalt from these areas may be displaced in the removal process – this may leave the patch not perfectly square. This could also cause the new patch to fail in the future.
8. **Two Percent (2%) Fall:** Areas with less than two percent (2%) fall are not guaranteed for surface water drainage off of asphalt pavement.
9. **Elevation Change:** When overlaying a surface, elevations are changed and can sometimes cause different drainage patterns than the original design which can result in water back up, ponding, etc.—SMI is not responsible for correction of said problems, since this is unavoidable in most cases.
10. **Additional Mobilizations:** If additional mobilizations/move-ins are required by Client/Purchaser or because of work zone inaccessibility, **additional mobilizations will be billed at a minimum of (\$7,500 for Paving and \$5,000 for Milling) each.** This charge may be billed due to, but not limited to, site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Client/Purchaser/Authorized Agent without prior consent of contractor, failure to notice by Client/Purchaser/Authorized Agent or repairs to work caused by trespassing.

Proposal: Conner Road Path Paving



11. **Unforeseeable and Pre-Existing Conditions:** SMI is not responsible for failures in base and pavement due to any underground installations, settlement of fills, poor subsoil, wet weather springs, or improper drainage conditions; not for the correction of any such condition determined to exist prior to our work, including landscaping and/or removal of rocks/boulders. Additionally, SMI is not responsible for permits nor utility location or relocation. Depending on the depth of the scope, a utility locate will be done to locate the proximity of utilities, however; this is just an approximation. It does not let us know the depth at which these utilities are located nor an exact location. We have utility locates done prior to any dig work to enhance our chances to avoid such utilities, however; we cannot guarantee a utility won't be hit as they are unforeseeable.
12. **Cleaning:** Client/Purchaser is responsible for any "heavy/excessive cleaning", otherwise; SMI will bill for this additional cleaning. The Client/Purchaser also understands the scope of work called for in this agreement can be a messy process. To provide the owner with a quality product, SMI uses industry standard techniques along with modern equipment to clean, prepare, and execute the project scope which can create a dusty and dirty environment. The Surface Masters, Inc. is not responsible for cleaning, repairing, or replacing any surfaces that have been soiled, stained, or have accumulated dust as a result of the process, equipment, and/or materials needed to complete the project.
13. **Water:** Client/Purchaser to supply water and hydrant for mill, soil cement equipment, rollers, and other required equipment needed to properly conduct the project.
14. **Driving on Surface:** Once you start driving on paved/sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on a freshly paved/sealed asphalt surface, scuffing and turn marks will be evident. **This is not uncommon and is NOT a sign of poor workmanship or improper materials. No worries, in time most will blend in with surrounding surface depending on severity.**
15. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone in a timely fashion. If any cars are left in the area of work, we cannot be held responsible for any damage to the vehicles. It is our understanding that The Surface Masters (SMI) will have full access to the designated parking area which will be free of any obstructions causing zero work delays. An additional fee may be incurred due to work stoppage or delays as a result of lack of expeditious movement of vehicles in scheduled work areas. SMI is not responsible for any tracking of tack caused by any vehicles and/or pedestrians if the barricades are moved prematurely or without authorization. The Project Manager will remove the barricades once the material has cured.
16. **Reflective Cracking:** The Surface Masters will not accept responsibility for reflective cracking of the new asphalt overlay due to the cracked condition of the existing asphalt pavement that is being overlaid or tied into.

Attachments



Please click any of the links below to view and print all documents.

Company Attachments

[Certificate of Insurance](#)

[Gemseal SS-1 Tack Coat MSDS Sheet](#)

[Gemseal SS-1 Tack Coat Spec Sheet](#)

[The Surface Masters W-9](#)



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT:	North Ave Mural Sidewalk Repair & Bollard Installation
AGENDA DATE:	1/9/24
DATE PREPARED:	12/19/23
PREPARED BY:	Hal Burch
AMOUNT:	\$16,500.00
GL ACCOUNT #:	321-4210-541410
FUNDING SOURCE:	2015 Carroll SPLOST
BUDGETED ITEM?	Yes

PURPOSE: To repair deteriorating sidewalks, showcase the Mural trail, and prevent illegal on street parking exposing the Mural to damage.

BACKGROUND: This year we unveiled the completed Mural on North Ave which is part of a numbered Mural trail throughout Georgia and showcases much of Villa Rica's rich history. A deteriorating sidewalk diminishes the luster. In addition, we have received multiple complaints about illegally parked vehicles on that sidewalk causing a hazard to pedestrians as well as potential hazard to the Mural itself.

STAFF RECOMMENDATION: Contract with West Georgia Pool Pros to demo, replace, and add width to the current sidewalk. In addition, installing decorative bollards to prohibit parking in front of the Mural for a sum of \$16,500.00.

IMPACT: Improve pedestrian safety, protect and showcase the Mural.

MOTION: To allow the Mayor to enter into an agreement with West Georgia Pool Pros to perform quoted sidewalk replacement.

West Georgia Pool Pros, LLC
PO BOX 295
Carrollton, Georgia 30112

QUOTE

The city of villa rica

Quote #

0000039

Quote Date

11/27/2023

Item	Description	Unit Price	Quantity	Amount
Service	Side walk demo and replace and add 7 ballards with chain	16500.00	1.00	16,500.00
NOTES: Demo and replace around 770sqft concrete sidewalk and install 7 ballards with chain				
Subtotal				16,500.00
Total				16,500.00
Amount Paid				0.00
Quote				\$16,500.00

HNC Construction LLC.
P O Box 654
Villa Rica, GA 30180 US
(404) 719-8372
hncconstructionco@gmail.com



Estimate

ADDRESS

City of Villa Rica
Hixtown Sidewalk
Villa Rica, Ga. 30180

ESTIMATE # 1309

DATE 12/11/2023

ACTIVITY	QTY	RATE	AMOUNT
Saw cutting Saw cutting existing surfaces. LF	140	5.00	700.00
Demo Demo and removal of existing concrete and asphalt area. SF	700	7.50	5,250.00
4" Concrete Pour 3000 PSI, Trowel expansion joints, broom finish. SF	700	6.00	4,200.00
Misc. Construction Decorative steel bollards and chain install. Approx. 70lf. LS	1	5,800.00	5,800.00
Traffic Control Traffic control measures to include Advanced warning signage, TTD's and flaggers as needed. LJS	1	1,500.00	1,500.00

TOTAL

\$17,450.00

Accepted By

Accepted Date

Pavement Maintenance Proposal

City Of Villa Rica

Hal Burch

Project:

Mural Concrete

411 Main St
Villa Rica, Georgia 30180



Tim Kirkpatrick
Account Manager

Proposal: Mural Concrete



Property Inspection / Audit



Click to See

We have performed a custom site inspection/audit of this site including maps, images and more

[View your Custom Site Inspection/Audit Report](#)

Service Provider Information

Company Info



The Surface Masters
1393 Cobb Industrial Way
Marietta, Georgia 30066

P: 770-250-6392

F: 770-674-6086

<http://www.thesurfacemasters.com>

Contact Person

Tim Kirkpatrick
Account Manager
tim.kirkpatrick@thesurfacemasters.com
Cell: 404-665-7336
Office 770-250-6392 Ext 1706

About Us

We Solve Problems & Make Pavement Maintenance Simple!

The Surface Masters (SMI) provides pavement maintenance & construction services to the commercial, recreational and industrial markets throughout the Southeastern United States!

Our mission is to enhance our company, community, and lives one parking lot at a time by achieving complete client satisfaction resulting from constant delivery of high quality, cost effective, and timely resurfacing projects.

We are committed to complete client satisfaction and being the most responsive asphalt maintenance contractor in the industry. We appreciate the opportunity to provide these services and look forward to serving you as a client.

Proposal: Mural Concrete



Concrete Repair

1. The area under consideration for concrete repair comprises of 1,272 square feet of damaged concrete.
2. **Number of Repairs:** There exists 2 area/s requiring concrete repair throughout the project area.
3. **Trips:** The work described herein will be completed in up to 1 trips.
4. **Barricading:** All areas will be barricaded before, during and after the project. It is the owners responsibility to make sure all barricades remain effective after our crews leave the jobsite.
5. **Excavation:** All designated repairs will be saw cut and squared where possible. The repair area/s will then be excavated to a depth of 6 inches. All excavated materials will be removed and properly disposed of off-site. When saw cutting concrete, there is a paste material that will form. We have included the removal and clean up of this by washing down existing storm drains. In the event that this is not allowed, there may be additional costs.
6. **Concrete Surface:** We will form and place 6 inches of 4,000 psi new concrete. Control & Expansion joints will be installed as necessary.
7. **Finish:** The final finish of the new concrete surface will be Broom Finish. If you desire a different finish, please let us know prior to the acceptance of this proposal.
8. **Cleaning:** If scope area requires heavy cleaning prior to job commencement such as, but not limited to, pressure washing or commercial sweeping services then additional charges may apply. At job completion all work areas will be left clean and all construction debris will be removed from job site.
9. **Client/Purchaser Conditions:** It is the Client/Purchaser's responsibility to have all material, cars, equipment, obstructions, etc. removed from the area where the work will take place. **Please see the attached Client/Purchaser's Responsibility & Conditions page.**

Total Price: \$19,080.00

Curb and Gutter Repair

1. **Number of Repairs:** Remove and replace approx. 108 lineal feet of damaged curb - includes 1 areas.
2. **Trips:** Our firm will complete this project in up to 1 trips.
3. **Barricading:** All areas will be barricaded before, during and after the project. It is the owners responsibility to make sure all barricades remain effective after our crews leave the jobsite.
4. **Excavation:** Saw cut and remove damaged curbing. All designated repairs will be saw cut and squared where possible. All excavated materials will be removed and properly disposed of off-site.
5. **Curb Installation:** We will form and place 4,000 psi concrete. Control and expansion joints will be installed as necessary.
6. **Finish:** Finish newly poured concrete with a light broom finish.
7. **Cleaning:** If scope area requires heavy cleaning prior to job commencement such as, but not limited to, pressure washing or commercial sweeping services then additional charges may apply. At job completion all work areas will be left clean and all construction debris will be removed from job site.
8. **Client/Purchaser Conditions:** It is the Client/Purchaser's responsibility to have all material, cars, equipment, obstructions, etc. removed from the area where the work will take place. **Please see the attached Client/Purchaser's Responsibility & Conditions page.**

Total Price: \$5,620.00

Mural Protection

1. **Supply and install materials necessary to protect existing mural; included 60 foot boom lift, installation of heavy plastic to drape from roof to existing sidewalk, and plywood along the bottom of mural for added protection in work area**

Total Price: \$7,315.00

Proposal: Mural Concrete



Concrete Steps/Ramp

1. The area under consideration for concrete repair comprises of 18 square feet of damaged concrete.
2. **NOT ADA COMPLIANT DUE TO EXISTING ELEVATIONS.**
3. **Number of Repairs:** There exists 1 area/s requiring concrete repair throughout the project area.
4. **Trips:** The work described herein will be completed in up to 1 trips.
5. **Barricading:** All areas will be barricaded before, during and after the project. It is the owners responsibility to make sure all barricades remain effective after our crews leave the jobsite.
6. **Excavation:** All designated repairs will be saw cut and squared where possible. The repair area/s will then be excavated to a depth of 6 inches. All excavated materials will be removed and properly disposed of off-site. When saw cutting concrete, there is a paste material that will form. We have included the removal and clean up of this by washing down existing storm drains. In the event that this is not allowed, there may be additional costs.
7. **Concrete Surface:** We will form and place 6 inches of 4,000 psi new concrete. Control & Expansion joints will be installed as necessary.
8. **Finish:** The final finish of the new concrete surface will be Broom Finish. If you desire a different finish, please let us know prior to the acceptance of this proposal.
9. **Cleaning:** If scope area requires heavy cleaning prior to job commencement such as, but not limited to, pressure washing or commercial sweeping services then additional charges may apply. At job completion all work areas will be left clean and all construction debris will be removed from job site.
10. **Client/Purchaser Conditions:** It is the Client/Purchaser's responsibility to have all material, cars, equipment, obstructions, etc. removed from the area where the work will take place. **Please see the attached Client/Purchaser's Responsibility & Conditions page.**

Total Price: \$4,095.00

Bollard Installation

1. **Furnish and Install 38 decorative bollards.**

Total Price: \$19,350.00

Price Breakdown: Mural Concrete



Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on December 14, 2023.

Item	Description	Cost
1.	Concrete Repair	\$19,080.00
2.	Curb and Gutter Repair	\$5,620.00
3.	Mural Protection	\$7,315.00
4.	Concrete Steps/Ramp	\$4,095.00
5.	Bollard Installation	\$19,350.00
Total:		\$55,460.00

Authorization to Proceed & Contract

You are hereby authorized to proceed with the work as identified in this contract. By signing and returning this contract, you are authorized to proceed with the work as stated.

We understand that if any additional work is required different than stated in the this proposal, it must be in a new contract or added to this contract as a change order.

Please see all attachments for special conditions that may pertain to aspects of this project.

Proposal: Mural Concrete



Acceptance

We agree to pay the total sum or balance in full 30 days after the completion of work.

I am authorized to approve and sign for this project as described in this proposal as well as the identified payment terms and options stated in this contract.

****A signed proposal is required prior to the scheduling of the work.****

****This proposal is valid for 15 days from proposal date. Notwithstanding the preceding or anything herein below, this proposal is based on the current price of liquid asphalt. Any price increase in liquid asphalt through the course of this project will result in an additional charge.****

Date: _____

Hal Burch | Public Works Director
City Of Villa Rica
1605 Carrollton Villa Rica Hwy
Villa Rica, Georgia 30180
hburch@villarica.gov
C: 7705501415
O: 770-550-1415

Tim Kirkpatrick | Account Manager
The Surface Masters
1393 Cobb Industrial Way
Marietta, Georgia 30066
E: tim.kirkpatrick@thesurfacemasters.com
C: 404-665-7336
P: 770-250-6392 Ext 1706
F: 770-674-6086
<http://www.thesurfacemasters.com>

Contract Terms & Conditions

1. This proposal becomes effective as a contract after the Client/Purchaser and The Surface Masters ("SMI") have both executed the Acceptance. Terms and Conditions not included in this contract will not be recognized as part of this agreement unless the Parties execute a supplement to this agreement in writing executed by both Parties.
2. SMI reserves the right to withdraw and/or terminate this agreement in its sole discretion pending the results of a credit investigation. Client/Purchaser agrees to post a bond, establish an escrow account with sufficient funds, guarantee payment upon completion of the work, and/or establish contract payment terms, all at the request of SMI.
3. The Surface Masters will not be responsible for failure to complete the work covered in this contract or by project deadline when prevented by strikes, labor troubles, accidents, necessary repairs to equipment, fire, flood, weather conditions or any other contingencies beyond SMI's control.
4. All work will be completed in a neat and workmanlike manner. Industry standard materials will be used unless otherwise specified by architect, engineer, or Client/Purchaser. In the event materials other than industry standard materials are used, Client/Purchaser agrees SMI is not responsible for the performance of those materials.
5. Final payment, in full, is required upon contract completion invoice unless detailed previously above.
6. Unless otherwise stated herein, Client/Purchaser agrees to pay all invoices no later than thirty (30) days from the date of invoice.
7. Quantities stated above in the proposal are approximate only. Pricing will be based on actual field measurements and materials used. Client/Purchaser agrees to pay necessary material overages. Unless otherwise stated herein, the proposal will be valid for 15 days from date of proposal.
8. Payments not received within 30 days of invoice date will be subject to a 1.5% monthly and 18% annual interest charge which will be added to monthly statements. Full payment for principal and interest is personally guaranteed by the individual signatory purchaser of this contract, as well as the company they represent and the financially responsible company for which the work is being performed.
9. Withholding of a retainer of invoiced work will constitute a breach of contract unless retainer is specifically detailed in the payment terms listed above.
10. 90% of contract amount and change orders must be paid prior to completing punch list items and/or any changes to the work required by owners/managers, cities or municipalities.
11. In the event of non or late payment of Client/Purchaser, the contract shall be considered by the Client/Purchaser, and any and all legal means will be pursued to the fullest extent of GA law to recover any uncollected funds, additionally the signatory party of this proposal and contract agrees that by signing and authorizing this contract they will be responsible for and reimburse any legal, or collection agency fees incurred by SMI, as per GA law or any other applicable state laws if work is performed in a different state other than GA.
12. Client/Purchaser shall in good faith: a) secure and pay for all notifications, bonds, permits, fees, licenses, police details, and inspections necessary for proper execution and completion of the work unless otherwise specified; b) provide all lines, grades, stakes, traffic control, engineering, and layout necessary for proper execution and completion of the work; c) provide proper marking of all utility lines, manholes, gas lines, poles, and other work impediments which are not listed by Dig Safe or any other utility-based organization; d) provide a convenient water supply for use by SMI during this project; and e) assume the sole risk responsibility, and liability for damages arising from or related to the work performed and indemnify, defend, and hold harmless SMI from any and all such claims for damages, including but not limited to attorney's fees, and/or losses resulting directly or indirectly from this installation. If, in the opinion of SMI, the Client/Purchaser has failed to perform in accordance with this paragraph, SMI may refuse to perform work until Client/Purchaser makes the conditions suitable for commencement, continuation, and/or completion of the work.
13. If a specific time for completion is stated in the contract documents or in the Proposal/Contract, the time for completion will be extended to allow for any delays beyond the control of SMI including, but not limited to, delays due to weather, the presence of hazardous materials and wastes, and the acts of other contractors. SMI is not liable for any damages or delays in completion of the work.
14. It is understood and agreed upon that all work is performed and scheduled "weather permitting."
15. Should The Surface Masters be unable to work due to rain, snow, or other weather events, SMI shall be entitled to extend any completion deadline by the same number of days SMI was prevented from working.
16. SMI reserves the right to withdraw this proposal for any reason at any time prior to approval. The PRICE is based on

Proposal: Mural Concrete



acceptance and approval as a contract by CLIENT/PURCHASER within a maximum of fifteen (15) calendar days, however; due to the current volatility of the market, prices may adjust anytime. Additionally, SMI may terminate this contract/agreement for any reason whatsoever, or for no reason. SMI shall give written notice of such termination to the Client/Purchaser specifying when termination becomes effective.

17. The Client/Purchaser will be responsible for towing. A tow truck service should be available at Client/Purchaser's expense to relocate, in a timely fashion, any vehicles, trailers, equip., etc. that prevent the scheduled work from being completed in a timely fashion. If there is a shut down and/or halt of operations due to a failure to notice and/or a lack of expeditious movement of obstructions hindering the scheduled work, additional charges may apply. In the event SMI incur towing fees, they will be billed as a change order to Client/Purchaser/Authorized Agent. The change order will include processing fees in addition to the actual towing charge.
18. The Client/Purchaser is responsible to notify all landscapers, garbage companies, and/or any other routinely scheduled work/services to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
19. This proposal does not include cost of permit fees, inspection fees, impact fees, or survey fees, unless specified in above scope, which may be required from the various agencies or municipalities having jurisdiction. If Client/Purchaser/Authorized Agent directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Client/Purchaser/Authorized Agent.
20. Change Orders, additions or extras requested by Client/Purchaser, Contractor, or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by Client/Purchaser/Authorized Agent.
21. All underground utilities including, but not limited to, electrical, cable, internet, plumbing and irrigation lines if damaged or broken are the responsibility of the Client/Purchaser and not SMI. If The Surface Masters needs to repair damages, the costs will be billed to the Client/Purchaser as a Change Order.
22. SMI will not be responsible for traffic control, unless specified otherwise in proposal, paint/product tracking, or other damages due to vehicles, equipment or persons trespassing in designated work areas.
23. Plans, engineering, layout, testing, bonds and as-builts by others.
24. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
25. In the event of a dispute regarding this contract, the prevailing party agrees to pay reasonable attorney fees, collection costs and all related costs incurred until such dispute is settled.
26. Unless specified in the scope, this proposal is based on work being completed during the hours of 8:00AM and 5:00PM, Monday through Friday, excluding holidays and weekends.
27. No warranties are honored unless payment is made in full. Unless otherwise stated herein, SMI will provide a one (1) year warranty, starting on the last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered under this warranty.
28. Client/Purchaser waives claims against SMI for consequential damages arising out of or relating to this contract. This waiver includes damages incurred by the Client/Purchaser for rental expenses, losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons.
29. To the fullest extent permitted by law, the Client/Purchaser shall indemnify and hold harmless SMI from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work contemplated by this contract, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or for injury to or destruction of tangible property other than the work itself, but only to the extent caused by the negligent acts or omissions of the Client/Purchaser or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.
30. To the extent that The Surface Masters is held liable for any claims arising from this contract, the Parties agree that SMI's liability shall be limited to and in no event exceed the amount of the contract.
31. The headings contained in this Agreement are for convenience of reference only, and they shall not be used in the interpretation of this Agreement.

Warranty & Conditions

1. **Permits:** Any necessary permits or permit fees are Client/Purchaser's responsibility. The cost of and obtaining of all permits, bonds, stakeouts, cut sheets, layout engineering, testing, etc. are excluded unless specified otherwise in

Proposal: Mural Concrete



scope of work.

2. **Liquid Asphalt Index:** If proposal includes any asphalt services, the price is based on the current price of liquid asphalt at the time of the estimate. If there is a price increase in liquid asphalt, SMI reserves the right to pass on any additional charges for the difference in material price to the Client/Purchaser.
3. **NOTE: This proposal may be withdrawn by us if not accepted within 15 days.**
4. **Unforeseeable Conditions:** Due to unforeseeable conditions during excavation, depths may go deeper than anticipated. A change order may be necessary should this occur. Client/Purchaser is responsible for any increase in cost due to depth changes. Furthermore, SMI assumes no liability for damage to any utilities such as but not limited to gas, electric, plumbing, phone, cable, animal fencing, sprinklers, culvert pipes, drainage pipes, etc..
5. **Undesirable Conditions:** If, after being made aware of undesirable sub-base or base coarse conditions, the Client/Purchaser or Authorized Agent insists on the installation of any part of the pavement without authorizing corrective action, SMI will not be responsible for any subsequent pavement failures, and will be paid as stated in the contract. Our firm shall not be liable for any failure to undertake or complete the work for causes beyond our control.
6. **Weekend/Night Work:** Unless weekend work is clearly identified in the proposal, price is for work to be completed during the week (Monday-Friday). Night or weekend work can be made available at additional cost in some cases.
7. **Existing Surface:** The existing surface will be expected to support the weight of all required construction equipment. In the event that, due to poor sub-grade conditions, sinking or unstableness occurs when we drive our equipment onsite, our firm will not be held responsible for damages to any concrete or asphalt due to the weight of our trucks & equipment.
8. **Warranty:** Unless stated otherwise in above scopes, all work will be warranted for a period of (1) one year from date of installation on materials and workmanship, **except cracks**. SMI guarantees that all materials will be installed per specifications above.

Concrete Repair | Client/Purchaser Responsibility & Conditions

1. **Sprinklers:** should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the concrete is wet could delay project start and/or prevent project from being completed on schedule.
2. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where the concrete has been affected.
3. **Site Services:** The property is responsible to notify all routine service providers such as but not limited to landscapers, garbage companies, and moving companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
4. **Incidental Damage:** SMI is not responsible for incidental damage caused by heavy equipment required to conduct the project herein.
5. **Unsuitable Subgrade:** If repair areas require removal and replacement of unsuitable subgrade material in order to properly repair the damaged area, additional charges may apply.
6. **Tree Damage:** SMI is not responsible for tree damage due to concrete repairs in areas where root repair/removal is required in order to properly patch concrete—additionally, SMI will not be responsible for future damage to these patched areas due to future root growth.
7. **Additional Mobilizations:** If additional mobilizations/move-ins are required by owner or as a result of work zone inaccessibility, additional mobilizations will be billed at a minimum of \$2,850 for the concrete crew. This charge may be billed due to, but not limited to, site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor, failure to notice by Owner/Authorized Agent or repairs to work caused by trespassing.
8. **Cleaning Expenses:** The owner understands the scope of work called for in this agreement can be a messy process. To provide the owner with a quality product, The Surface Masters, Inc. uses industry standard techniques along with modern equipment to clean, prepare, and execute the project scope which can create a dusty and dirty environment. The Surface Masters, Inc. is not responsible for cleaning, repairing, or replacing any surfaces that have been soiled, stained, or have accumulated dust as a result of the process, equipment, and/or materials needed to complete the project.

Proposal: Mural Concrete



9. **Water:** Owner to supply water and hydrant for equipment and other requirements such as cleaning in order to properly conduct the project.
10. **Unforeseeable and Pre-Existing Conditions:** SMI is not responsible for failures in base and pavement due to any underground installations, settlement of fills, poor subsoil, wet weather springs, or improper drainage conditions; not for the correction of any such condition determined to exist prior to our work, including landscaping. Additionally, SMI is not responsible for permits nor utility location or relocation. A utility locate will be done to locate the proximity of utilities, however; this is just an approximation. It does let us know the depth at which these utilities are located nor an exact location. We have utility locates done prior to any dig work in order to enhance our chances to avoid such utilities, however; we cannot guarantee a utility won't be hit as they are unforeseeable.
11. **Barricading:** Concrete repair areas will be barricaded at project commencement and will remain barricaded until concrete has cured. Typically this takes 24-48 hours after concrete is poured and finished.

Attachments



Please click any of the links below to view and print all documents.

Company Attachments

[Certificate of Insurance](#)

[The Surface Masters W-9](#)



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT:	Reid Plantation Sidewalks
AGENDA DATE:	1/9/24
DATE PREPARED:	12/19/23
PREPARED BY:	Hal Burch
AMOUNT:	\$22,400.00
GL ACCOUNT #:	321-4210-541410
FUNDING SOURCE:	2015 Carroll SPLOST
BUDGETED ITEM?	Yes

PURPOSE: To complete the replacement phase of the sidewalk damage caused by maple trees along the sidewalks in Reid Plantation.

BACKGROUND: This is the final phase of the sidewalk rehabilitation project started some months ago. We have removed the causal trees, milled sections identified as candidates, and now we will replace 2050 square feet of sidewalk deemed irreparable.

STAFF RECOMMENDATION: Staff recommend hiring HNC Construction LLC to demo and replace 2050 square feet of sidewalk for the sum of \$22,400.00.

IMPACT: Once completed the sidewalks within Reid Plantation will comply with the American Disabilities Act and provide the residents a safe path of travel.

MOTION: To authorize the Mayor to enter into an agreement with HNC Construction LLC to replace said sidewalks.

HNC Construction LLC.
P O Box 654
Villa Rica, GA 30180 US
(404) 719-8372
hncconstructionco@gmail.com



Estimate

ADDRESS

City of Villa Rica
Reid Plantation sidewalk
demo and replacement.

ESTIMATE # 1316

DATE 12/20/2023

ACTIVITY	QTY	RATE	AMOUNT
Traffic Control To include advanced warning signage, Traffic control devices, flaggers as needed. LS	1	1,500.00	1,500.00
Saw cutting Saw cutting of existing surfaces. LF	800	2.00	1,600.00
Demo Demo and removal of existing sidewalk sections. SF	2,050	3.00	6,150.00
4" Concrete Pour 3000 PSI. Form, pour, broom finish, trowel expansion joints. SF	2,050	6.00	12,300.00
Landscape Allowance Landscape allowance. LS	1	850.00	850.00
Additional Notes Estimate excludes surveying, permitting and erosion control measures.	1	0.00	0.00

TOTAL \$22,400.00

Accepted By

Accepted Date

West Georgia Pool Pros, LLC
PO BOX 295
Carrollton, Georgia 30112

QUOTE

The city of villa rica

Quote # 000035

Quote Date 10/20/2023

Item	Description	Unit Price	Quantity	Amount
Service	Concrete side walk			
Product	Sq ft of concrete to be replaced	15.50	2050.00	31,775.00
NOTES: Reid plantation side walks To demo and replace concrete sidewalk areas that were marked to be replaced 2050 sqft				
Subtotal				31,775.00
Total				31,775.00
Amount Paid				0.00
Quote				\$31,775.00

Pavement Maintenance Proposal

City Of Villa Rica

Hal Burch

Project:

Reid Plantation Concrete

105 Reid Plantation Dr
Villa Rica, Georgia 30180



Tim Kirkpatrick
Account Manager

Property Inspection / Audit



Click to See

We have performed a custom site inspection/audit of this site including maps, images and more

[View your Custom Site Inspection/Audit Report](#)

Service Provider Information

Company Info



The Surface Masters
1393 Cobb Industrial Way
Marietta, Georgia 30066

P: 770-250-6392
F: 770-674-6086

<http://www.thesurfacemasters.com>

Contact Person

Tim Kirkpatrick
Account Manager
tim.kirkpatrick@thesurfacemasters.com
Cell: 404-665-7336
Office 770-250-6392 Ext 1706

About Us

We Solve Problems & Make Pavement Maintenance Simple!

The Surface Masters (SMI) provides pavement maintenance & construction services to the commercial, recreational and industrial markets throughout the Southeastern United States!

Our mission is to enhance our company, community, and lives one parking lot at a time by achieving complete client satisfaction resulting from constant delivery of high quality, cost effective, and timely resurfacing projects.

We are committed to complete client satisfaction and being the most responsive asphalt maintenance contractor in the industry. We appreciate the opportunity to provide these services and look forward to serving you as a client.

Proposal: Reid Plantation Concrete



Concrete Repair

1. The area under consideration for concrete repair comprises of 1,479 square feet of damaged concrete.
2. **Number of Repairs:** There exists **40** area/s requiring concrete repair throughout the project area.
3. **Trips:** The work described herein will be completed in up to trips.
4. **Barricading:** All areas will be barricaded before, during and after the project. It is the owners responsibility to make sure all barricades remain effective after our crews leave the jobsite.
5. **Excavation:** All designated repairs will be saw cut and squared where possible. The repair area/s will then be excavated to a depth of up to 5 inches. All excavated materials will be removed and properly disposed of off-site. When saw cutting concrete, there is a paste material that will form. We have included the removal and clean up of this by washing down existing storm drains. In the event that this is not allowed, there may be additional costs.
6. **Concrete Surface:** We will form and place up to 5 inches of 3,000 psi new concrete. Control & Expansion joints will be installed as necessary.
7. **Finish:** The final finish of the new concrete surface will be Broom Finish. If you desire a different finish, please let us know prior to the acceptance of this proposal.
8. **Cleaning:** If scope area requires heavy cleaning prior to job commencement such as, but not limited to, pressure washing or commercial sweeping services then additional charges may apply. At job completion all work areas will be left clean and all construction debris will be removed from job site.
9. **Client/Purchaser Conditions:** It is the Client/Purchaser's responsibility to have all material, cars, equipment, obstructions, etc. removed from the area where the work will take place. **Please see the attached Client/Purchaser's Responsibility & Conditions page.**

Total Price: \$36,780.00

Price Breakdown: Reid Plantation Concrete



Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on December 18, 2023.

Item	Description	Map Area	Cost
1.	Concrete Repair	ProSite Audit	\$36,780.00
Total:			\$36,780.00

Authorization to Proceed & Contract

You are hereby authorized to proceed with the work as identified in this contract. By signing and returning this contract, you are authorized to proceed with the work as stated.

We understand that if any additional work is required different than stated in the this proposal, it must be in a new contract or added to this contract as a change order.

Please see all attachments for special conditions that may pertain to aspects of this project.

Acceptance

We agree to pay the total sum or balance in full 30 days after the completion of work.

I am authorized to approve and sign for this project as described in this proposal as well as the identified payment terms and options stated in this contract.

****A signed proposal is required prior to the scheduling of the work.****

****This proposal is valid for 15 days from proposal date. Notwithstanding the preceding or anything herein below, this proposal is based on the current price of liquid asphalt. Any price increase in liquid asphalt through the course of this project will result in an additional charge.****

Date: _____

Hal Burch | Public Works Director
City Of Villa Rica
1605 Carrollton Villa Rica Hwy
Villa Rica, Georgia 30180
hburch@villarica.gov
C: 7705501415
O: 770-550-1415

Tim Kirkpatrick | Account Manager
The Surface Masters
1393 Cobb Industrial Way
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E: tim.kirkpatrick@thesurfacemasters.com
C: 404-665-7336
P: 770-250-6392 Ext 1706
F: 770-674-6086
<http://www.thesurfacemasters.com>

Contract Terms & Conditions

1. This proposal becomes effective as a contract after the Client/Purchaser and The Surface Masters ("SMI") have both executed the Acceptance. Terms and Conditions not included in this contract will not be recognized as part of this agreement unless the Parties execute a supplement to this agreement in writing executed by both Parties.
2. SMI reserves the right to withdraw and/or terminate this agreement in its sole discretion pending the results of a credit investigation. Client/Purchaser agrees to post a bond, establish an escrow account with sufficient funds, guarantee payment upon completion of the work, and/or establish contract payment terms, all at the request of SMI.
3. The Surface Masters will not be responsible for failure to complete the work covered in this contract or by project deadline when prevented by strikes, labor troubles, accidents, necessary repairs to equipment, fire, flood, weather conditions or any other contingencies beyond SMI's control.
4. All work will be completed in a neat and workmanlike manner. Industry standard materials will be used unless otherwise specified by architect, engineer, or Client/Purchaser. In the event materials other than industry standard materials are used, Client/Purchaser agrees SMI is not responsible for the performance of those materials.
5. Final payment, in full, is required upon contract completion invoice unless detailed previously above.
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12. Client/Purchaser shall in good faith: a) secure and pay for all notifications, bonds, permits, fees, licenses, police details, and inspections necessary for proper execution and completion of the work unless otherwise specified; b) provide all lines, grades, stakes, traffic control, engineering, and layout necessary for proper execution and completion of the work; c) provide proper marking of all utility lines, manholes, gas lines, poles, and other work impediments which are not listed by Dig Safe or any other utility-based organization; d) provide a convenient water supply for use by SMI during this project; and e) assume the sole risk responsibility, and liability for damages arising from or related to the work performed and indemnify, defend, and hold harmless SMI from any and all such claims for damages, including but not limited to attorney's fees, and/or losses resulting directly or indirectly from this installation. If, in the opinion of SMI, the Client/Purchaser has failed to perform in accordance with this paragraph, SMI may refuse to perform work until Client/Purchaser makes the conditions suitable for commencement, continuation, and/or completion of the work.
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Proposal: Reid Plantation Concrete



acceptance and approval as a contract by CLIENT/PURCHASER within a maximum of fifteen (15) calendar days, however; due to the current volatility of the market, prices may adjust anytime. Additionally, SMI may terminate this contract/agreement for any reason whatsoever, or for no reason. SMI shall give written notice of such termination to the Client/Purchaser specifying when termination becomes effective.

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20. Change Orders, additions or extras requested by Client/Purchaser, Contractor, or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by Client/Purchaser/Authorized Agent.
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25. In the event of a dispute regarding this contract, the prevailing party agrees to pay reasonable attorney fees, collection costs and all related costs incurred until such dispute is settled.
26. Unless specified in the scope, this proposal is based on work being completed during the hours of 8:00AM and 5:00PM, Monday through Friday, excluding holidays and weekends.
27. No warranties are honored unless payment is made in full. Unless otherwise stated herein, SMI will provide a one (1) year warranty, starting on the last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered under this warranty.
28. Client/Purchaser waives claims against SMI for consequential damages arising out of or relating to this contract. This waiver includes damages incurred by the Client/Purchaser for rental expenses, losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons.
29. To the fullest extent permitted by law, the Client/Purchaser shall indemnify and hold harmless SMI from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work contemplated by this contract, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or for injury to or destruction of tangible property other than the work itself, but only to the extent caused by the negligent acts or omissions of the Client/Purchaser or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.
30. To the extent that The Surface Masters is held liable for any claims arising from this contract, the Parties agree that SMI's liability shall be limited to and in no event exceed the amount of the contract.
31. The headings contained in this Agreement are for convenience of reference only, and they shall not be used in the interpretation of this Agreement.

Warranty & Conditions

1. **Permits:** Any necessary permits or permit fees are Client/Purchaser's responsibility. The cost of and obtaining of all permits, bonds, stakeouts, cut sheets, layout engineering, testing, etc. are excluded unless specified otherwise in

Proposal: Reid Plantation Concrete



scope of work.

2. **Liquid Asphalt Index:** If proposal includes any asphalt services, the price is based on the current price of liquid asphalt at the time of the estimate. If there is a price increase in liquid asphalt, SMI reserves the right to pass on any additional charges for the difference in material price to the Client/Purchaser.
3. **NOTE: This proposal may be withdrawn by us if not accepted within 15 days.**
4. **Unforeseeable Conditions:** Due to unforeseeable conditions during excavation, depths may go deeper than anticipated. A change order may be necessary should this occur. Client/Purchaser is responsible for any increase in cost due to depth changes. Furthermore, SMI assumes no liability for damage to any utilities such as but not limited to gas, electric, plumbing, phone, cable, animal fencing, sprinklers, culvert pipes, drainage pipes, etc..
5. **Undesirable Conditions:** If, after being made aware of undesirable sub-base or base coarse conditions, the Client/Purchaser or Authorized Agent insists on the installation of any part of the pavement without authorizing corrective action, SMI will not be responsible for any subsequent pavement failures, and will be paid as stated in the contract. Our firm shall not be liable for any failure to undertake or complete the work for causes beyond our control.
6. **Weekend/Night Work:** Unless weekend work is clearly identified in the proposal, price is for work to be completed during the week (Monday-Friday). Night or weekend work can be made available at additional cost in some cases.
7. **Existing Surface:** The existing surface will be expected to support the weight of all required construction equipment. In the event that, due to poor sub-grade conditions, sinking or unstableness occurs when we drive our equipment onsite, our firm will not be held responsible for damages to any concrete or asphalt due to the weight of our trucks & equipment.
8. **Warranty:** Unless stated otherwise in above scopes, all work will be warranted for a period of (1) one year from date of installation on materials and workmanship, **except cracks**. SMI guarantees that all materials will be installed per specifications above.

Concrete Repair | Client/Purchaser Responsibility & Conditions

1. **Sprinklers:** should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the concrete is wet could delay project start and/or prevent project from being completed on schedule.
2. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where the concrete has been affected.
3. **Site Services:** The property is responsible to notify all routine service providers such as but not limited to landscapers, garbage companies, and moving companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
4. **Incidental Damage:** SMI is not responsible for incidental damage caused by heavy equipment required to conduct the project herein.
5. **Unsuitable Subgrade:** If repair areas require removal and replacement of unsuitable subgrade material in order to properly repair the damaged area, additional charges may apply.
6. **Tree Damage:** SMI is not responsible for tree damage due to concrete repairs in areas where root repair/removal is required in order to properly patch concrete—additionally, SMI will not be responsible for future damage to these patched areas due to future root growth.
7. **Additional Mobilizations:** If additional mobilizations/move-ins are required by owner or as a result of work zone inaccessibility, additional mobilizations will be billed at a minimum of \$2,850 for the concrete crew. This charge may be billed due to, but not limited to, site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor, failure to notice by Owner/Authorized Agent or repairs to work caused by trespassing.
8. **Cleaning Expenses:** The owner understands the scope of work called for in this agreement can be a messy process. To provide the owner with a quality product, The Surface Masters, Inc. uses industry standard techniques along with modern equipment to clean, prepare, and execute the project scope which can create a dusty and dirty environment. The Surface Masters, Inc. is not responsible for cleaning, repairing, or replacing any surfaces that have been soiled, stained, or have accumulated dust as a result of the process, equipment, and/or materials needed to complete the project.

Proposal: Reid Plantation Concrete



9. **Water:** Owner to supply water and hydrant for equipment and other requirements such as cleaning in order to properly conduct the project.
10. **Unforeseeable and Pre-Existing Conditions:** SMI is not responsible for failures in base and pavement due to any underground installations, settlement of fills, poor subsoil, wet weather springs, or improper drainage conditions; not for the correction of any such condition determined to exist prior to our work, including landscaping. Additionally, SMI is not responsible for permits nor utility location or relocation. A utility locate will be done to locate the proximity of utilities, however; this is just an approximation. It does let us know the depth at which these utilities are located nor an exact location. We have utility locates done prior to any dig work in order to enhance our chances to avoid such utilities, however; we cannot guarantee a utility won't be hit as they are unforeseeable.
11. **Barricading:** Concrete repair areas will be barricaded at project commencement and will remain barricaded until concrete has cured. Typically this takes 24-48 hours after concrete is poured and finished.

Attachments



Please click any of the links below to view and print all documents.

Company Attachments

[Certificate of Insurance](#)

[The Surface Masters W-9](#)



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT:	Stone Street Paving Project
AGENDA DATE:	1/9/24
DATE PREPARED:	12/19/23
PREPARED BY:	Hal Burch
AMOUNT:	\$16,866.63
GL ACCOUNT #:	321-4210-541410
FUNDING SOURCE:	2015 Carroll SPLOST
BUDGETED ITEM?	Yes

PURPOSE: To repair street damage caused by a water main break.

BACKGROUND: Stone Street is in need of removal and replacement due to excessive damage caused by a water main break and has impacted on the base and structure of the road. The streets crew will remove the existing asphalt, repair, and prepare the base for paving. The chosen contractor will then lay down tack and asphalt to our specifications.

STAFF RECOMMENDATION: Contract with RP Paving Solutions LLC to pave the prepared surface on Stone Street for the sum of \$16,866.63.

IMPACT: Improved road surface for travel and longevity.

MOTION: To allow the Mayor to enter into an agreement with RP Paving Solutions LLC to pave the previously designated section of Stone Street.

RP Paving Solutions, LLC

106 Three West Parkway
Villa Rica, GA.30180

Office Phone: 678-840-4088

PROPOSAL

Date: Proposal No.:

11/27/2023

25278

Customer Name / Address:

City of Villa Rica
571 Bankhead Hwy
Villa Rica, GA 30180

Phone: 770-459-3471

Job Name / Location:

Project Manager Contact Info.:

Brad Cruse

Due to the recent volatility of the crude oil market, prices are subject to change prior to commencement of your project. Notification of any changes in pricing will be submitted prior to mobilization.

Item	Description	Qty/Yds.	Price	Total
Asphalt Paving	City of Villa Rica Stone St. Base will be prepared by others. Clean edges and apply tack. Install a compacted 2" layer of 19mm binder mix in 412sy and a compacted 2" layer of 9.5mm surface mix in 412sy.		16,866.63	16,866.63
Project Total:				\$16,866.63

This price is good for 30 days from date of proposal, after that, price is subject to change. RP Paving Solutions reserves the right to add 3.5% to the final invoice for any credit card payments as the price above is a cash price. RP Paving cannot warranty the application of any paint or thermoplastic products installed on concrete surfaces. Please contact a RP Paving Solutions representative for other discounts available.

Please sign below for acceptance:

Sign Here: _____

HNC Construction LLC.
P O Box 654
Villa Rica, GA 30180 US
(404) 719-8372
hncconstructionco@gmail.com



Estimate

ADDRESS

City of Villa Rica
Stone Rd. Asphalt repair

ESTIMATE # 1308

DATE 12/07/2023

ACTIVITY	QTY	RATE	AMOUNT
Asphalt installation Prepare 493 sq. yds. for new pavement section of 2" + 1.5"Perform final compaction of the existing aggregate base prior to paving. Pave total area with 2" of 19mm binder asphalt over the 493 sq. yd. area and compact. Install a liquid tack coat over the binder surface and place an additional 1.5" of 9.5mm surface asphalt and compact. SY	493	42.00	20,706.00
Additional Notes Estimate excludes permitting, surveying ad erosion control measures. Estimate excludes any undercutting or repair of base material. Base material is to be to grade per profile.	1	0.00	0.00

TOTAL

\$20,706.00

Accepted By

Accepted Date

Pavement Maintenance Proposal

City Of Villa Rica

Hal Burch

Project:

Public Works Office Paving

106 Temple St
Villa Rica, Georgia 30180



Tim Kirkpatrick
Account Manager

Property Inspection / Audit



Click to See

We have performed a custom site inspection/audit of this site including maps, images and more

[View your Custom Site Inspection/Audit Report](#)

Service Provider Information

Company Info



The Surface Masters
1393 Cobb Industrial Way
Marietta, Georgia 30066

P: 770-250-6392

F: 770-674-6086

<http://www.thesurfacemasters.com>

Contact Person

Tim Kirkpatrick
Account Manager
tim.kirkpatrick@thesurfacemasters.com
Cell: 404-665-7336
Office 770-250-6392 Ext 1706

About Us

We Solve Problems & Make Pavement Maintenance Simple!

The Surface Masters (SMI) provides pavement maintenance & construction services to the commercial, recreational and industrial markets throughout the Southeastern United States!

Our mission is to enhance our company, community, and lives one parking lot at a time by achieving complete client satisfaction resulting from constant delivery of high quality, cost effective, and timely resurfacing projects.

We are committed to complete client satisfaction and being the most responsive asphalt maintenance contractor in the industry. We appreciate the opportunity to provide these services and look forward to serving you as a client.

Asphalt Paving Only

1. **City of Villa Rica will be responsible for stone placement and proof roll. Area must be ready at time of service to receive asphalt.**
2. The area under consideration for a new asphalt surface comprises approx. **455 square yards**.
3. **Trips:** The work described herein will be completed in up to 1 trips.
4. **Pre-Pave Qualification:** The existing surface should be able to sustain the weight of our loads of new asphalt as well as equipment. As a result, the work area will need to pass a proof roll prior to our team mobilizing. The proof roll will need to be conducted with an 18-ton loaded dump truck slowly driving over existing sub-base to test and make certain that the sub-base can sustain the load. To get a better understanding of the process, please view our video: [The Surface Masters Proof Roll Process](#). If it is deemed necessary by contractor and owner's representative to repair base, additional charges could apply and will be treated as a change order. Additionally, the subgrade must also be on grade prior to our crew mobilizing.
5. **Pre-Pave Stone Compaction:** Our firm will compact the existing sub-base prior to paving using a steel drum vibratory roller. The existing base will need to have already passed a proof roll at this point as we are only fine grading and prepping for the area to receive asphalt.
6. **Asphalt Base:** Pave **2 inches** Asphalt Binder (compacted thickness) and compact with vibratory roller.
7. **Tack Coat:** Apply tack coat to promote adhesion between Asphalt Binder layer and Surface Asphalt.
8. **Asphalt Surface:** Pave **2 inches** of Surface Asphalt (compacted thickness) and properly compact.
9. **Client/Purchaser Conditions:** It is the Client/Purchaser's responsibility to have all material, cars, equipment, obstructions, etc. removed from the area where the work will take place. **Please see the attached Client/Purchaser's Responsibility & Conditions page.**

Total Price: \$21,120.00

 See Below Images

Asphalt Paving Only

Project Area



Price Breakdown: Public Works Office Paving



Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on December 11, 2023.

Item	Description	Map Area	Cost
1.	Asphalt Paving Only	Yellow	\$21,120.00
Total:			\$21,120.00

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Proposal: Public Works Office Paving



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27. No warranties are honored unless payment is made in full. Unless otherwise stated herein, SMI will provide a one (1) year warranty, starting on the last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered under this warranty.
28. Client/Purchaser waives claims against SMI for consequential damages arising out of or relating to this contract. This waiver includes damages incurred by the Client/Purchaser for rental expenses, losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons.
29. To the fullest extent permitted by law, the Client/Purchaser shall indemnify and hold harmless SMI from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work contemplated by this contract, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or for injury to or destruction of tangible property other than the work itself, but only to the extent caused by the negligent acts or omissions of the Client/Purchaser or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.
30. To the extent that The Surface Masters is held liable for any claims arising from this contract, the Parties agree that SMI's liability shall be limited to and in no event exceed the amount of the contract.
31. The headings contained in this Agreement are for convenience of reference only, and they shall not be used in the interpretation of this Agreement.

Warranty & Conditions

1. **Permits:** Any necessary permits or permit fees are Client/Purchaser's responsibility. The cost of and obtaining of all permits, bonds, stakeouts, cut sheets, layout engineering, testing, etc. are excluded unless specified otherwise in

Proposal: Public Works Office Paving

scope of work.

2. **Liquid Asphalt Index:** If proposal includes any asphalt services, the price is based on the current price of liquid asphalt at the time of the estimate. If there is a price increase in liquid asphalt, SMI reserves the right to pass on any additional charges for the difference in material price to the Client/Purchaser.
3. **NOTE: This proposal may be withdrawn by us if not accepted within 15 days.**
4. **Unforeseeable Conditions:** Due to unforeseeable conditions during excavation, depths may go deeper than anticipated. A change order may be necessary should this occur. Client/Purchaser is responsible for any increase in cost due to depth changes. Furthermore, SMI assumes no liability for damage to any utilities such as but not limited to gas, electric, plumbing, phone, cable, animal fencing, sprinklers, culvert pipes, drainage pipes, etc..
5. **Undesirable Conditions:** If, after being made aware of undesirable sub-base or base coarse conditions, the Client/Purchaser or Authorized Agent insists on the installation of any part of the pavement without authorizing corrective action, SMI will not be responsible for any subsequent pavement failures, and will be paid as stated in the contract. Our firm shall not be liable for any failure to undertake or complete the work for causes beyond our control.
6. **Weekend/Night Work:** Unless weekend work is clearly identified in the proposal, price is for work to be completed during the week (Monday-Friday). Night or weekend work can be made available at additional cost in some cases.
7. **Existing Surface:** The existing surface will be expected to support the weight of all required construction equipment. In the event that, due to poor sub-grade conditions, sinking or unstableness occurs when we drive our equipment onsite, our firm will not be held responsible for damages to any concrete or asphalt due to the weight of our trucks & equipment.
8. **Warranty:** Unless stated otherwise in above scopes, all work will be warranted for a period of (1) one year from date of installation on materials and workmanship, **except cracks**. SMI guarantees that all materials will be installed per specifications above.

Paving | Client/Purchaser Responsibility & Conditions

1. **Site Services:** The Client/Purchaser is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a rescheduling due to unforeseen conditions, you are required to let all service providers know about the change.
2. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where the asphalt has been affected.
3. **Sprinklers:** Should be off 24 hours prior to our scheduled service. The surface must be dry for our arrival. Areas where the pavement is wet could delay project start and/or prevent project from being completed on schedule.
4. **Incidental Damage:** SMI is not responsible for incidental damage caused by heavy equipment required to conduct the project herein.
5. **Unsuitable Subgrade:** If asphalt repair areas require removal and replacement of unsuitable subgrade material in order to properly repair the damaged area, additional charges may apply.
6. **Tree Damage:** SMI is not responsible for tree damage due to asphalt repairs in areas where root repair/removal is required to properly patch asphalt—additionally, SMI will not be responsible for future damage to these patched areas due to future root growth.
7. **Deteriorated Surroundings:** If areas surrounding the new asphalt patch is severely deteriorated, loose asphalt from these areas may be displaced in the removal process – this may leave the patch not perfectly square. This could also cause the new patch to fail in the future.
8. **Two Percent (2%) Fall:** Areas with less than two percent (2%) fall are not guaranteed for surface water drainage off of asphalt pavement.
9. **Elevation Change:** When overlaying a surface, elevations are changed and can sometimes cause different drainage patterns than the original design which can result in water back up, ponding, etc.—SMI is not responsible for correction of said problems, since this is unavoidable in most cases.
10. **Additional Mobilizations:** If additional mobilizations/move-ins are required by Client/Purchaser or because of work zone inaccessibility, **additional mobilizations will be billed at a minimum of (\$7,500 for Paving and \$5,000 for Milling) each.** This charge may be billed due to, but not limited to, site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Client/Purchaser/Authorized Agent without prior consent of contractor, failure to notice by Client/Purchaser/Authorized Agent or repairs to work caused by trespassing.

Proposal: Public Works Office Paving



11. **Unforeseeable and Pre-Existing Conditions:** SMI is not responsible for failures in base and pavement due to any underground installations, settlement of fills, poor subsoil, wet weather springs, or improper drainage conditions; not for the correction of any such condition determined to exist prior to our work, including landscaping and/or removal of rocks/boulders. Additionally, SMI is not responsible for permits nor utility location or relocation. Depending on the depth of the scope, a utility locate will be done to locate the proximity of utilities, however; this is just an approximation. It does not let us know the depth at which these utilities are located nor an exact location. We have utility locates done prior to any dig work to enhance our chances to avoid such utilities, however; we cannot guarantee a utility won't be hit as they are unforeseeable.
12. **Cleaning:** Client/Purchaser is responsible for any "heavy/excessive cleaning", otherwise; SMI will bill for this additional cleaning. The Client/Purchaser also understands the scope of work called for in this agreement can be a messy process. To provide the owner with a quality product, SMI uses industry standard techniques along with modern equipment to clean, prepare, and execute the project scope which can create a dusty and dirty environment. The Surface Masters, Inc. is not responsible for cleaning, repairing, or replacing any surfaces that have been soiled, stained, or have accumulated dust as a result of the process, equipment, and/or materials needed to complete the project.
13. **Water:** Client/Purchaser to supply water and hydrant for mill, soil cement equipment, rollers, and other required equipment needed to properly conduct the project.
14. **Driving on Surface:** Once you start driving on paved/sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on a freshly paved/sealed asphalt surface, scuffing and turn marks will be evident. **This is not uncommon and is NOT a sign of poor workmanship or improper materials. No worries, in time most will blend in with surrounding surface depending on severity.**
15. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone in a timely fashion. If any cars are left in the area of work, we cannot be held responsible for any damage to the vehicles. It is our understanding that The Surface Masters (SMI) will have full access to the designated parking area which will be free of any obstructions causing zero work delays. An additional fee may be incurred due to work stoppage or delays as a result of lack of expeditious movement of vehicles in scheduled work areas. SMI is not responsible for any tracking of tack caused by any vehicles and/or pedestrians if the barricades are moved prematurely or without authorization. The Project Manager will remove the barricades once the material has cured.
16. **Reflective Cracking:** The Surface Masters will not accept responsibility for reflective cracking of the new asphalt overlay due to the cracked condition of the existing asphalt pavement that is being overlaid or tied into.

Attachments

Please click any of the links below to view and print all documents.

Company Attachments

[Certificate of Insurance](#)

[The Surface Masters W-9](#)

Magnum Paving, LLC
140 Baker Industrial Ct
Villa Rica, GA 30180
(770) 919-0911
info@magnumpavingga.com
http://MagnumPavingGa.com



Proposal

ADDRESS

Hal Burch

PROPOSAL # 10765**DATE** 11/27/2023**EXPIRATION DATE** 12/27/2023**SALES REP**

Chris

JOB NAME

Villa Rica - Patch (Hal Burch)

ACTIVITY**QTY****RATE****AMOUNT****Services**

460sy Patch: Furnish & Install 2" 19mm & 2" 9.5mm asphalt (per SY)

460

53.00

24,380.00

Base work to be completed by others

Garrett Yerkey (404) 580-6677
garrett@magnumpavingga.com Project Manager
Joe Draughon (470) 301-3522
joe@magnumpavingga.com Estimator
Tyler Dickinson (404) 754-6326
tyler@magnumpavingga.com Managing Member
Wayne Boatright (404) 580-9184
wayne@magnumpavingga.com
Brinson Roland (678) 249-8477 Sales
brinson@magnumpavingga.com

TOTAL**\$24,380.00****Accepted By****Accepted Date**

*** PLEASE NOTE OUR CHANGE OF ADDRESS ***



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT:	World Changers Parking Lot
AGENDA DATE:	1/9/24
DATE PREPARED:	12/20/23
PREPARED BY:	Hal Burch
AMOUNT:	\$45,175.00
GL ACCOUNT #:	321-4210-541410
FUNDING SOURCE:	2015 Carroll SPLOST
BUDGETED ITEM?	Yes

PURPOSE: To repair, pave, & stripe newly acquired public parking lot.

BACKGROUND: The recently acquired public parking lot has a section of the parking lot with severe cracking and needs repair.

STAFF RECOMMENDATION: Staff recommend hiring HNC Construction LLC to repair and repave the parking lot across from the World Changers Church. While I am aware this is not the lowest bid, this quote is to repair and pave the entire parking lot where the other quotes were to just pave the section of bad lot. For just a small amount of additional money we get an entirely “New” lot that will long outlast the other proposals in our opinion.

IMPACT: Repairing this lot will provide additional parking for our growing downtown as well as events and activities to be held in our newly acquired city facilities for several years to come.

MOTION: To authorize the Mayor to enter into an agreement with HNC Construction LLC to repair, pave, and stripe the parking lot at 105 North Ave for the sum of \$45,175.00.

HNC Construction LLC.
P O Box 654
Villa Rica, GA 30180 US
(404) 719-8372
hncconstructionco@gmail.com



Estimate

ADDRESS

City of Villa Rica
Parking Lot 105 North Ave.
Villa Rica, Ga. 30180

ESTIMATE # 1306
DATE 12/07/2023

ACTIVITY	QTY	RATE	AMOUNT
Asphalt Installation Mill Butt joints in existing asphalt to make for a smoothe transition , Install 1656 sq. yds. of Perma Flex overlay (total property). Clean area to be paved free of all dirt and debris. Apply a liquid tack coat to total area for bonding. Install 1.5" of Perma Flex asphalt and compact. Install an additional 1.5 " of 9.5mm wearing surface asphalt and compact. (Permafex overlay) (Striping included.) LS	1	45,175.00	45,175.00
Additional Notes Estimate excludes permitting, surveying and erosion control measures. Also excludes undercutting any unsuitable areas.	1	0.00	0.00

TOTAL **\$45,175.00**

Accepted By

Accepted Date

Magnum Paving, LLC
125 Baker Industrial Ct
Villa Rica, GA 30180
(770) 919-0911
info@magnumpavingga.com
http://MagnumPavingGa.com



Proposal

ADDRESS

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

PROPOSAL # 10588

DATE 10/24/2023

EXPIRATION DATE 11/14/2023

SALES REP

Brinson Roland

JOB NAME

VR- City Church Parking Lot

ACTIVITY

QTY RATE AMOUNT

Services

Parking Lot Rehab:
-Mill 2" of existing parking lot
-Furnish and Install 2" of 9.5mm Topping

975 49.81 48,564.75

All Traffic control, Saw cutting, Demo, GAB under curb, Striping, Signage, and Bollards excluded from bid

All Base/Milling work to be completed in ONE mobilization. Any additional Base crew mobilizations will be \$3,500 per

All Paving work to be completed in ONE mobilizations. Any additional Paving crew mobilizations will be \$5,500 per

No prime coat included

Drainage of the Pavement Surface is NOT guaranteed where design slope is LESS than 1.5%

**Due to the instability of petroleum cost, pricing shall be subject to increase based upon the Georgia Department of Transportation Asphalt Cement Index as published at <http://www.dot.ga.gov/PS/Materials/AsphaltFuelIndex> . For each \$10 increase in the asphalt cement index, unit pricing shall be adjusted \$0.035 per square yard per inch of asphalt

Garrett Yerkey (404) 580-6677

garrett@magnumpavingga.com Project Manager

Joe Draughon (470) 301-3522

joe@magnumpavingga.com Estimator

Tyler Dickinson (404) 754-6326

tyler@magnumpavingga.com Managing Member

Wayne Boatright (404) 580-9184

wayne@magnumpavingga.com

Brinson Roland (678) 249-8477 Sales

brinson@magnumpavingga.com

TOTAL

\$48,564.75

Accepted By

Accepted Date

*** PLEASE NOTE OUR CHANGE OF ADDRESS ***

Pavement Maintenance Proposal

City Of Villa Rica

Hal Burch

Project:

Peabody Parking Lot

105 North Ave
Villa Rica, Georgia 30180



Tim Kirkpatrick
Account Manager

Proposal: Peabody Parking Lot



Property Inspection / Audit



Click to See

We have performed a custom site inspection/audit of this site including maps, images and more

[View your Custom Site Inspection/Audit Report](#)

Service Provider Information

Company Info



The Surface Masters
1393 Cobb Industrial Way
Marietta, Georgia 30066

P: 770-250-6392

F: 770-674-6086

<http://www.thesurfacemasters.com>

Contact Person

Tim Kirkpatrick
Account Manager
tim.kirkpatrick@thesurfacemasters.com
Cell: 404-665-7336
Office 770-250-6392 Ext 1706

About Us

We Solve Problems & Make Pavement Maintenance Simple!

The Surface Masters (SMI) provides pavement maintenance & construction services to the commercial, recreational and industrial markets throughout the Southeastern United States!

Our mission is to enhance our company, community, and lives one parking lot at a time by achieving complete client satisfaction resulting from constant delivery of high quality, cost effective, and timely resurfacing projects.

We are committed to complete client satisfaction and being the most responsive asphalt maintenance contractor in the industry. We appreciate the opportunity to provide these services and look forward to serving you as a client.

Proposal: Peabody Parking Lot



Asphalt Milling Repair

1. The area under consideration comprises approx. **755 square feet**.
2. **Trips:** The work described herein will be completed in up to **1** trips.
3. **Barricading:** All areas will be barricaded during and after the paving process. It is the owner's responsibility to make sure all barricades remain effective after our crews leave the jobsite.
4. **Number of Milling Areas:** There exists **1** milling area/s throughout project area.
5. **Pre-Pave Milling:** Prior to paving, mill pavement to a depth of **3 inches**. After milling is completed, saw cut edges of pavement to establish a clean joint to tie into. Repair area/s will be shaped symmetrically where possible. Asphalt millings and debris will be removed from job site and hauled off and properly disposed of. Work area will then be swept and blown clean in order to receive the pre-pave tack coat. To have a better understanding of the Milling process, please view our video: [The Surface Masters Milling Process](#)
6. **Cleaning:** The repair area/s to be paved will be cleaned of all loose materials with power sweepers, blowers, asphalt brooms, etc. At job completion all work areas will be left clean and all construction debris will be removed from job site.
7. **Pre-Pave Qualification:** The existing surface should be able to sustain the weight of our loads of new asphalt as well as equipment. Our firm will conduct a "Proof-Roll" of the existing surface. We will have an 18-ton (approx.) loaded dump truck slowly drive over existing sub-base to test and make certain that the sub-base can sustain the load. To get a better understanding of the process, please view our video: [The Surface Masters Proof Roll Process](#). If it is deemed necessary by contractor and owner's representative to repair base, additional charges could apply and will be treated as a change order.
8. **Pre-Pave Tack Coat:** If milling to base, then our firm will apply the tack coat to all vertical edges of the asphalt. If we do not mill to base, then we will apply the tack coat to the existing asphalt surface left behind after milling is completed. Applying tack coat promotes adhesion between existing asphalt surface and the new pavement surface we are installing. To get a better understanding of the process, please view our video: [The Surface Masters Vertical Edge Tacking Process](#).
9. **Surface Asphalt:** Area will be paved with **3 inches** (compacted thickness) of Surface Asphalt and properly compact.
10. **Client/Purchaser Conditions:** It is the Client/Purchaser's responsibility to have all material, cars, equipment, obstructions, etc. removed from the area where the work will take place. **Please see the attached Client/Purchaser's Responsibility & Conditions page.**

Total Price: \$32,925.00

 See Below Images

Proposal: Peabody Parking Lot



Crack Sealing

1. The area under consideration for hot pour crack sealing comprises approx **2,050 lineal feet** of cracks to be sealed.
2. **The measurement above is an estimate and the actual footage of crack sealer applied may vary based on the depth and width of each crack—the material will be placed based on the linear footage above or pounds of material estimated, whichever is achieved first.**
3. **Trips:** Our firm will complete this project in up to 1 trips.
4. **Exclusions & Limitations:** Crack Sealing Services shall be limited to cracks that range between 1/4" to 1" in width only. This scope excludes any and all cracks that fall outside of that range including, but not limited to, shattered pavement (a.k.a. "alligator cracking"), hairline cracks or other failing asphalt areas - such areas should be saw cut, removed, and replaced with hot asphalt for proper repair. Crack sealing is designed to keep water out, not in, so ground water is subject to seep from wet areas, including subgrade, if moisture is present beneath pavement surface.
5. **Barricading:** All work areas will be barricaded at the time of crack sealing.
6. **Cleaning:** Mechanically clean all dirt, loose gravel and vegetation from cracks in preparation to apply a hot-rubberized sealant.
7. **Sealant Material & Installation:** Following crack preparation, the material will be melted and heated up to 400 degrees. Material will then be applied to the crack by means of wheeled push bander and/or wand applicator. There will be a slightly elevated band not to exceed 3 inches in width on the pavement of the sealed crack. Based on the situation, we may lightly sprinkle sand on top of the wet crack sealant to help product setup quicker to prevent tracking when areas are required to be open to foot traffic. To get a better understanding of crack seal process, please view our video here: [The Surface Masters Crack Seal Process](#)
8. **Client/Purchaser Conditions:** It is the Client/Purchaser's responsibility to have all material, cars, equipment, obstructions, etc. removed from the area where the work will take place. **Please see the attached Client/Purchaser's Responsibility & Conditions page.**

Total Price: \$2,050.00

See Below Images

Sealcoating

1. The area under consideration comprises approx. **13,046 square feet**.
2. **Trips:** Our firm will complete this project in up to 1 trip(s). Additionally, to complete this project with minimal disruption to your operation, we have included the work to be complete on a Weekday.
3. **Barricading:** All areas will be barricaded during and after the project. It is the owner's responsibility to make sure all barricades remain effective after our crews leave the jobsite.
4. **Cleaning:** Area to be sealed will be cleaned with power blowers, mechanical sweepers and hand brooms. If heavy cleaning such as, but not limited to, pressure washing and sweeping services are required, then additional charges will apply.
5. **Oil Spots:** oil spots will be treated with oil spot primer to assist in reducing bleed through of existing oil spots through the freshly applied pavement sealer. Oil spot primer also helps provide better sealer adhesion through separation of oil spot area.
6. **Sealant Material & Installation:** Apply **2 spray coats** of Coal Tar Pavement Sealer as per the attached manufacturer specification link. Prior to sealing parking lot, use spray shield and/or sealer broom to apply sealant along all edges to ensure clean/neat application along structures that border the asphalt surface. To get a better understanding of the process, please view our video: [The Surface Masters Sealcoat Application Video](#)
7. **Additive:** We will be using 2-3 lbs of silica sand along with 2% polymer latex additive as per the manufacturer specification. This improves surface toughness, anchors in sand for extended wear and traction, reduces power steering marks, provides a blacker dried sealer film, and enhances resistance to oils, fuels, and grease.
8. **Client/Purchaser Conditions:** It is the Client/Purchaser's responsibility to have all material, cars, equipment, obstructions, etc. removed from the area where the work will take place. **Please see the attached Client/Purchaser's Responsibility & Conditions page.**
9. **Warranty:** This process will carry a (1) year warranty.

Total Price: \$2,255.00

See Below Images

Proposal: Peabody Parking Lot



Line Striping

1. We propose to stripe the parking lot in the designated color with the following quantities:
2. **Lot Marking Quantities:** Parking Stalls 65 | Handicapped 3 | Color Box Handicapped 3 | Lineal Feet Other Than Parking Stalls 300
3. **Trips:** Our firm will complete this project in 1 trips. In the event that cars are not moved, sprinklers are left on or any other reason we are not able to complete the work on the scheduled day, there will be an addition trip charge of **\$1,100.00 per required trip**. (we cannot wait for cars, etc. to be moved or for the pavement to dry due to sprinklers).
4. **Client/Purchaser Conditions:** It is the Client/Purchaser's responsibility to have all material, cars, equipment, obstructions, etc. removed from the area where the work will take place. **Please see the attached Client/Purchaser's Responsibility & Conditions page.**

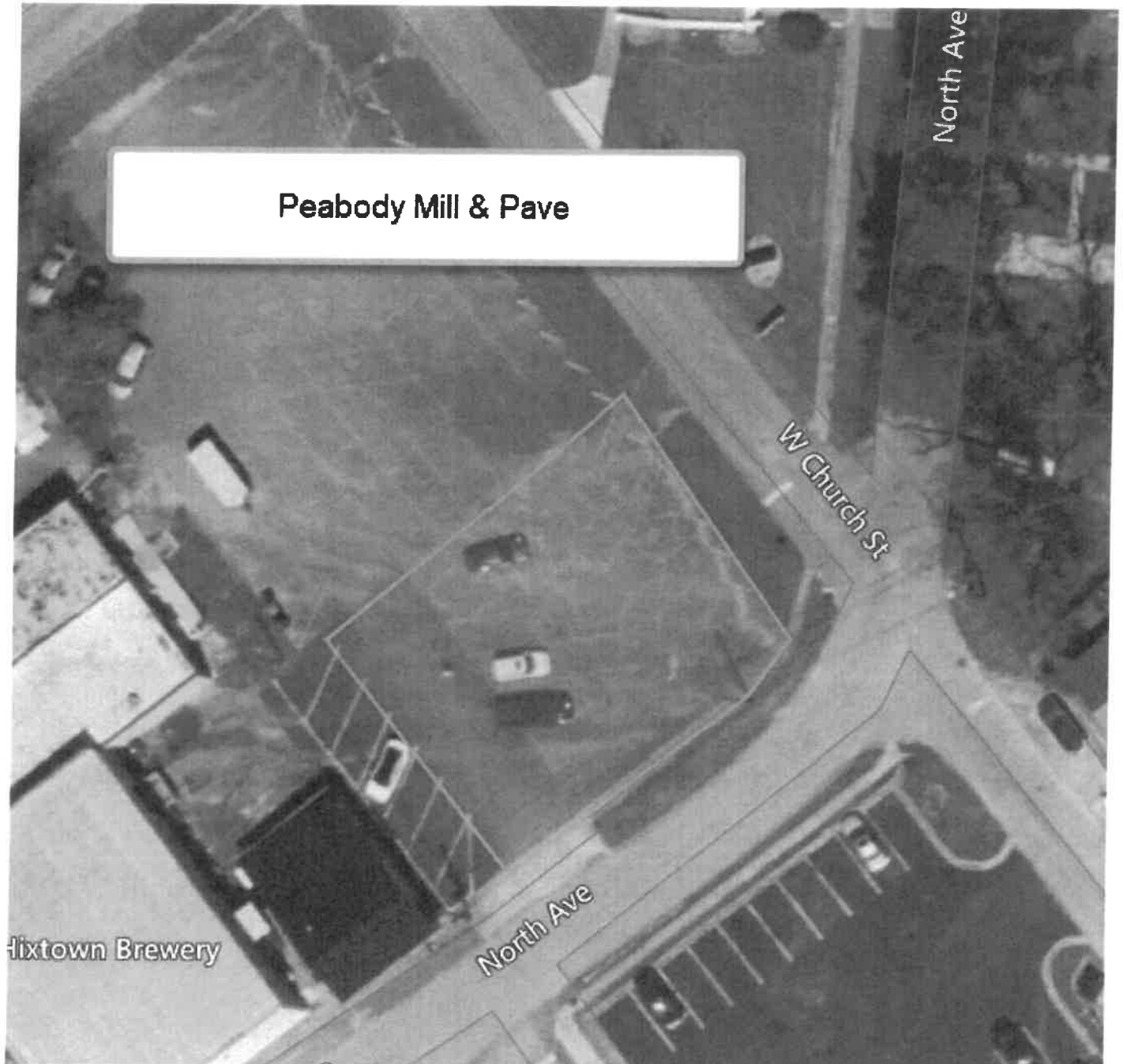
Total Price: \$1,200.00



Proposal: Peabody Parking Lot

Asphalt Milling Repair

Project Area



Proposal: Peabody Parking Lot

Crack Sealing

Crack Seal Area



Proposal: Peabody Parking Lot

Sealcoating

SealCoat Area



Proposal: Peabody Parking Lot

Line Striping

Striping Area



Price Breakdown: Peabody Parking Lot



Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on December 11, 2023.

Item	Description	Map Area	Cost
1.	Asphalt Milling Repair	Orange	\$32,925.00
2.	Crack Sealing	Pink	\$2,050.00
3.	Sealcoating	Pink	\$2,255.00
4.	Line Striping	Pink	\$1,200.00
Total:			\$38,430.00

Authorization to Proceed & Contract

You are hereby authorized to proceed with the work as identified in this contract. By signing and returning this contract, you are authorized to proceed with the work as stated.

We understand that if any additional work is required different than stated in the this proposal, it must be in a new contract or added to this contract as a change order.

Please see all attachments for special conditions that may pertain to aspects of this project.

Proposal: Peabody Parking Lot



Acceptance

We agree to pay the total sum or balance in full 30 days after the completion of work.

I am authorized to approve and sign for this project as described in this proposal as well as the identified payment terms and options stated in this contract.

****A signed proposal is required prior to the scheduling of the work.****

****This proposal is valid for 15 days from proposal date. Notwithstanding the preceding or anything herein below, this proposal is based on the current price of liquid asphalt. Any price increase in liquid asphalt through the course of this project will result in an additional charge.****

Date: _____

Tim Kirkpatrick

Hal Burch | Public Works Director
City Of Villa Rica
1605 Carrollton Villa Rica Hwy
Villa Rica, Georgia 30180
hburch@villarica.gov
C: 7705501415
O: 770-550-1415

Tim Kirkpatrick | Account Manager
The Surface Masters
1393 Cobb Industrial Way
Marietta, Georgia 30066
E: tim.kirkpatrick@thesurfacemasters.com
C: 404-665-7336
P: 770-250-6392 Ext 1706
F: 770-674-6086
<http://www.thesurfacemasters.com>

Contract Terms & Conditions

1. This proposal becomes effective as a contract after the Client/Purchaser and The Surface Masters ("SMI") have both executed the Acceptance. Terms and Conditions not included in this contract will not be recognized as part of this agreement unless the Parties execute a supplement to this agreement in writing executed by both Parties.
2. SMI reserves the right to withdraw and/or terminate this agreement in its sole discretion pending the results of a credit investigation. Client/Purchaser agrees to post a bond, establish an escrow account with sufficient funds, guarantee payment upon completion of the work, and/or establish contract payment terms, all at the request of SMI.
3. The Surface Masters will not be responsible for failure to complete the work covered in this contract or by project deadline when prevented by strikes, labor troubles, accidents, necessary repairs to equipment, fire, flood, weather conditions or any other contingencies beyond SMI's control.
4. All work will be completed in a neat and workmanlike manner. Industry standard materials will be used unless otherwise specified by architect, engineer, or Client/Purchaser. In the event materials other than industry standard materials are used, Client/Purchaser agrees SMI is not responsible for the performance of those materials.
5. Final payment, in full, is required upon contract completion invoice unless detailed previously above.
6. Unless otherwise stated herein, Client/Purchaser agrees to pay all invoices no later than thirty (30) days from the date of invoice.
7. Quantities stated above in the proposal are approximate only. Pricing will be based on actual field measurements and materials used. Client/Purchaser agrees to pay necessary material overages. Unless otherwise stated herein, the proposal will be valid for 15 days from date of proposal.
8. Payments not received within 30 days of invoice date will be subject to a 1.5% monthly and 18% annual interest charge which will be added to monthly statements. Full payment for principal and interest is personally guaranteed by the individual signatory purchaser of this contract, as well as the company they represent and the financially responsible company for which the work is being performed.
9. Withholding of a retainer of invoiced work will constitute a breach of contract unless retainer is specifically detailed in the payment terms listed above.
10. 90% of contract amount and change orders must be paid prior to completing punch list items and/or any changes to the work required by owners/managers, cities or municipalities.
11. In the event of non or late payment of Client/Purchaser, the contract shall be considered by the Client/Purchaser, and any and all legal means will be pursued to the fullest extent of GA law to recover any uncollected funds, additionally the signatory party of this proposal and contract agrees that by signing and authorizing this contract they will be responsible for and reimburse any legal, or collection agency fees incurred by SMI, as per GA law or any other applicable state laws if work is performed in a different state other than GA.
12. Client/Purchaser shall in good faith: a) secure and pay for all notifications, bonds, permits, fees, licenses, police details, and inspections necessary for proper execution and completion of the work unless otherwise specified; b) provide all lines, grades, stakes, traffic control, engineering, and layout necessary for proper execution and completion of the work; c) provide proper marking of all utility lines, manholes, gas lines, poles, and other work impediments which are not listed by Dig Safe or any other utility-based organization; d) provide a convenient water supply for use by SMI during this project; and e) assume the sole risk responsibility, and liability for damages arising from or related to the work performed and indemnify, defend, and hold harmless SMI from any and all such claims for damages, including but not limited to attorney's fees, and/or losses resulting directly or indirectly from this installation. If, in the opinion of SMI, the Client/Purchaser has failed to perform in accordance with this paragraph, SMI may refuse to perform work until Client/Purchaser makes the conditions suitable for commencement, continuation, and/or completion of the work.
13. If a specific time for completion is stated in the contract documents or in the Proposal/Contract, the time for completion will be extended to allow for any delays beyond the control of SMI including, but not limited to, delays due to weather, the presence of hazardous materials and wastes, and the acts of other contractors. SMI is not liable for any damages or delays in completion of the work.
14. It is understood and agreed upon that all work is performed and scheduled "weather permitting."
15. Should The Surface Masters be unable to work due to rain, snow, or other weather events, SMI shall be entitled to extend any completion deadline by the same number of days SMI was prevented from working.
16. SMI reserves the right to withdraw this proposal for any reason at any time prior to approval. The PRICE is based on

Proposal: Peabody Parking Lot



acceptance and approval as a contract by CLIENT/PURCHASER within a maximum of fifteen (15) calendar days, however; due to the current volatility of the market, prices may adjust anytime. Additionally, SMI may terminate this contract/agreement for any reason whatsoever, or for no reason. SMI shall give written notice of such termination to the Client/Purchaser specifying when termination becomes effective.

17. The Client/Purchaser will be responsible for towing. A tow truck service should be available at Client/Purchaser's expense to relocate, in a timely fashion, any vehicles, trailers, equip., etc. that prevent the scheduled work from being completed in a timely fashion. If there is a shut down and/or halt of operations due to a failure to notice and/or a lack of expeditious movement of obstructions hindering the scheduled work, additional charges may apply. In the event SMI incur towing fees, they will be billed as a change order to Client/Purchaser/Authorized Agent. The change order will include processing fees in addition to the actual towing charge.
18. The Client/Purchaser is responsible to notify all landscapers, garbage companies, and/or any other routinely scheduled work/services to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
19. This proposal does not include cost of permit fees, inspection fees, impact fees, or survey fees, unless specified in above scope, which may be required from the various agencies or municipalities having jurisdiction. If Client/Purchaser/Authorized Agent directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Client/Purchaser/Authorized Agent.
20. Change Orders, additions or extras requested by Client/Purchaser, Contractor, or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by Client/Purchaser/Authorized Agent.
21. All underground utilities including, but not limited to, electrical, cable, internet, plumbing and irrigation lines if damaged or broken are the responsibility of the Client/Purchaser and not SMI. If The Surface Masters needs to repair damages, the costs will be billed to the Client/Purchaser as a Change Order.
22. SMI will not be responsible for traffic control, unless specified otherwise in proposal, paint/product tracking, or other damages due to vehicles, equipment or persons trespassing in designated work areas.
23. Plans, engineering, layout, testing, bonds and as-builts by others.
24. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
25. In the event of a dispute regarding this contract, the prevailing party agrees to pay reasonable attorney fees, collection costs and all related costs incurred until such dispute is settled.
26. Unless specified in the scope, this proposal is based on work being completed during the hours of 8:00AM and 5:00PM, Monday through Friday, excluding holidays and weekends.
27. No warranties are honored unless payment is made in full. Unless otherwise stated herein, SMI will provide a one (1) year warranty, starting on the last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered under this warranty.
28. Client/Purchaser waives claims against SMI for consequential damages arising out of or relating to this contract. This waiver includes damages incurred by the Client/Purchaser for rental expenses, losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons.
29. To the fullest extent permitted by law, the Client/Purchaser shall indemnify and hold harmless SMI from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work contemplated by this contract, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or for injury to or destruction of tangible property other than the work itself, but only to the extent caused by the negligent acts or omissions of the Client/Purchaser or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.
30. To the extent that The Surface Masters is held liable for any claims arising from this contract, the Parties agree that SMI's liability shall be limited to and in no event exceed the amount of the contract.
31. The headings contained in this Agreement are for convenience of reference only, and they shall not be used in the interpretation of this Agreement.

Warranty & Conditions

1. **Permits:** Any necessary permits or permit fees are Client/Purchaser's responsibility. The cost of and obtaining of all permits, bonds, stakeouts, cut sheets, layout engineering, testing, etc. are excluded unless specified otherwise in

Proposal: Peabody Parking Lot



scope of work.

2. **Liquid Asphalt Index:** If proposal includes any asphalt services, the price is based on the current price of liquid asphalt at the time of the estimate. If there is a price increase in liquid asphalt, SMI reserves the right to pass on any additional charges for the difference in material price to the Client/Purchaser.
3. **NOTE: This proposal may be withdrawn by us if not accepted within 15 days.**
4. **Unforeseeable Conditions:** Due to unforeseeable conditions during excavation, depths may go deeper than anticipated. A change order may be necessary should this occur. Client/Purchaser is responsible for any increase in cost due to depth changes. Furthermore, SMI assumes no liability for damage to any utilities such as but not limited to gas, electric, plumbing, phone, cable, animal fencing, sprinklers, culvert pipes, drainage pipes, etc..
5. **Undesirable Conditions:** If, after being made aware of undesirable sub-base or base coarse conditions, the Client/Purchaser or Authorized Agent insists on the installation of any part of the pavement without authorizing corrective action, SMI will not be responsible for any subsequent pavement failures, and will be paid as stated in the contract. Our firm shall not be liable for any failure to undertake or complete the work for causes beyond our control.
6. **Weekend/Night Work:** Unless weekend work is clearly identified in the proposal, price is for work to be completed during the week (Monday-Friday). Night or weekend work can be made available at additional cost in some cases.
7. **Existing Surface:** The existing surface will be expected to support the weight of all required construction equipment. In the event that, due to poor sub-grade conditions, sinking or unstableness occurs when we drive our equipment onsite, our firm will not be held responsible for damages to any concrete or asphalt due to the weight of our trucks & equipment.
8. **Warranty:** Unless stated otherwise in above scopes, all work will be warranted for a period of (1) one year from date of installation on materials and workmanship, **except cracks**. SMI guarantees that all materials will be installed per specifications above.

Crack Seal | Client/Purchaser Responsibility & Conditions

1. **Site Services:** The Client/Purchaser is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a rescheduling due to unforeseen conditions, you are required to let all service providers know about the change.
2. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. Additionally, if it has rained the day before the scheduled services, we may be forced to reschedule as well depending on the amount of rain fall and/or conditions of the cracks. Sometimes the cracks can retain moisture and remain wet for a longer period of time than that of the surface asphalt. As a result, the cracks can be too wet to apply crack seal material to.
3. **Sprinklers:** should be off 24 hours prior to service. The surface must be dry prior to our arrival.
4. **Oil Spots:** SMI cannot guarantee the sealer and/or paint will adhere to heavily saturated oil spots—SMI utilizes the highest quality oil spot preparation techniques and materials, however; an abundance of oil/grease/gas/etc. can prevent the sealer and/or paint from adhering to the heavily saturated areas.
5. **Driving on Surface:** Once you start driving on newly applied crack seal, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on freshly laid crack sealer, scuffing and turn marks can be evident, and could cause damage to the crack sealer. If this happens it is typically in the heat of summer. Nonetheless, we use a fast-setting crack seal material to try and avoid this and also take an extra step in excessive heat of applying sand atop of the freshly applied material to mitigate the amount of tracking.
6. **Excluded Cracks:** Per manufacturer specifications, crack seal service scopes exclude cracks that fall outside the widths of 1/4" - 1" wide as well as any shattered pavement and/or "alligator" cracking. Such areas should be remedied via saw cut and patch for proper repair.
7. **Excessive Moisture:** SMI cannot guarantee proper material bonding where excessive moisture and/or sub-surface water is evident. Proper drainage is essential around all parking lots. Moisture that gets beneath the asphalt has to escape and it is typically through cracks. This phenomenon will force the crack seal material to peel and prematurely fail.
8. **Additional Mobilizations:** If additional mobilizations/move-ins are required by Client/Purchaser or as a result of work zone inaccessibility, **additional mobilizations will be billed at a minimum of (\$1,100 for Crack Sealing) each**. This charge may be billed due to, but not limited to, site unavailability for commencement of the work due to vehicles

Proposal: Peabody Parking Lot



encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor, failure to notice by Owner/Authorized Agent or repairs to work caused by trespassing.

9. **Towing and Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone in a timely fashion. If any cars are left in the area of work, we cannot be held responsible for any damage to the vehicles. It is our understanding that The Surface Masters (SMI) will have full access to the designated parking area which will be free of any obstructions causing zero work delays. Additional fee may be incurred due to work stoppage or delays as a result of lack of expeditious movement of vehicles in scheduled work areas. SMI is not responsible for any tracking of sealer caused by any vehicles and/or pedestrians if the barricades are moved prematurely or without authorization. The Project Manager will remove the barricades once the material has cured.
10. **Vegetation:** It is important to note that we have proposed all work at the time of the assessment. If you decide to conduct the work in an extended amount of time after we look at the project there may be additional costs for treatment & removal, if your scope area has developed excessive vegetation and/or debris.
11. **Cleaning Expenses:** Client/Purchaser is responsible for any "heavy/excessive cleaning", otherwise; SMI will bill for this additional cleaning. The Client/Purchaser also understands the scope of work called for in this agreement can be a messy process. To provide the owner with a quality product, SMI uses industry standard techniques along with modern equipment to clean, prepare, and execute the project scope which can create a dusty and dirty environment. The Surface Masters, Inc. is not responsible for cleaning, repairing, or replacing any surfaces that have been soiled, stained, or have accumulated dust as a result of the process, equipment, and/or materials needed to complete the project.

Sealcoating | Client/Purchaser Responsibility & Conditions

1. **Site Services:** The Client/Purchaser is responsible to notify all landscapers, garbage, & other site services companies to not show on the area of work the day we are performing work. In the event of a rescheduling due to unforeseen conditions, you are required to let all service providers know about the change.
2. **Rain:** If it's raining the day of scheduled service, assume we aren't coming, and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. If an unexpected storm happens, we will touch up any areas where sealer has not bonded.
3. **Sprinklers:** should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.
4. **Incidental Damage:** Contractor not responsible for incidental damage caused by heavy equipment required to conduct the project herein.
5. **Lawn Fertilization:** should not be installed seven days before or after service.
6. **Oil Spots:** SMI cannot guarantee the sealer and/or paint will adhere to heavily saturated oil spots—SMI utilizes the highest quality oil spot preparation techniques and materials, however; an abundance of oil/grease/gas/etc. can prevent the sealer and/or paint from adhering to the heavily saturated areas.
7. **Driving on Surface:** Once you start driving on sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do but understand that when wheels are turned on a freshly sealed parking lot, scuffing and turn marks will be evident, no worries in time they will blend in with surrounding surface.
8. **Premature Wearing:** Sealer that is placed on polished and/or very coarse asphalt cannot be guaranteed from premature wearing, nor can sealer that has been opened to traffic earlier than recommended by contractor—these areas can also become slippery when wet. It is recommended that after sealcoating is complete, the asphalt be kept clean from dirt and debris, since these can act as abrasives and cause the sealer to wear prematurely.
9. **Excessive Moisture:** Cannot guarantee proper material bonding where excessive moisture and/or sub-surface water is evident – proper drainage is essential around all parking lots.
10. **Cleaning:** Client/Purchaser is responsible for any "heavy/excessive cleaning," otherwise; SMI will bill for this additional cleaning. The Client/Purchaser also understands the scope of work called for in this agreement can be a messy process. To provide the owner with a quality product, SMI uses industry standard techniques along with modern equipment to clean, prepare, and execute the project scope which can create a dusty and dirty environment. The Surface Masters, Inc. is not responsible for cleaning, repairing, or replacing any surfaces that have been soiled,

Proposal: Peabody Parking Lot



stained, or have accumulated dust as a result of the process, equipment, and/or materials needed to complete the project.

11. **Additional Mobilizations:** If additional mobilizations/move-ins are required by Client/Purchaser or because of work zone inaccessibility, **additional mobilizations will be billed at a minimum of (\$1,850 for Sealcoating) each.** This charge may be billed due to, but not limited to, site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Client/Purchaser/Authorized Agent without prior consent of contractor, failure to notice by Client/Purchaser/Authorized Agent or repairs to work caused by trespassing.
12. **Concrete Surface Sealing:** Concrete surfaces will not be sealed - they are excluded from the project scope.
13. **Towing and Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone in a timely fashion. If any cars are left in the area of work, we cannot be held responsible for any damage to the vehicles. It is our understanding that The Surface Masters (SMI) will have full access to the designated parking area which will be free of any obstructions causing zero work delays. An additional fee may be incurred due to work stoppage or delays because of lack of expeditious movement of vehicles in scheduled work areas. SMI is not responsible for any tracking of sealer caused by any vehicles and/or pedestrians if the barricades are moved prematurely or without authorization. The Project Manager will remove the barricades once the material has cured.
14. **Pavement Sealer:** will take a minimum of 30 days to fully cure and is sensitive to animal droppings, tree droppings; water stains from irrigation systems, ponding water & tire markings during this time. This is normal and no reason to be concerned, most of these issues will fade over time. Areas of shade will take longer to dry and cure than areas in the direct sunlight. We cannot guarantee sealcoat longevity where there is standing water.
15. **White Chalk Residue in Crack Areas:** When sealcoating parking lot with significant underwater issues, a white residue that looks like salt may appear in the areas of cracks throughout the parking lot. This is a condition where the base material of limestone or other surface is drawn to the top of the surface or moisture in these cracks have caused the sealer a discoloration. Since the surface is a dark black, this will be far more evident for a period of time. No worries, in the event it is base material that made its way up, it will fade and eventually disappear.
16. **Overspray on Grass:** Although we use caution during the sealcoat application process, where grass meets your pavement you may expect a small "drift spray" of pavement sealer. This is normal and will disappear generally after the next mowing.
17. **Vegetation:** It is important to note that we have proposed all work at the time of the assessment. If you decide to do work 3 months after we look at the project, if your parking area has developed excessive vegetation in the cracked areas as well as the edge lines for any reason, there may be additional costs for treatment & removal.
18. **Cracks:** Following sealcoat application, cracks in pavement, regardless if crack sealed or not, will still be noticeable.

Paving | Client/Purchaser Responsibility & Conditions

1. **Site Services:** The Client/Purchaser is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a rescheduling due to unforeseen conditions, you are required to let all service providers know about the change.
2. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where the asphalt has been affected.
3. **Sprinklers:** Should be off 24 hours prior to our scheduled service. The surface must be dry for our arrival. Areas where the pavement is wet could delay project start and/or prevent project from being completed on schedule.
4. **Incidental Damage:** SMI is not responsible for incidental damage caused by heavy equipment required to conduct the project herein.
5. **Unsuitable Subgrade:** If asphalt repair areas require removal and replacement of unsuitable subgrade material in order to properly repair the damaged area, additional charges may apply.
6. **Tree Damage:** SMI is not responsible for tree damage due to asphalt repairs in areas where root repair/removal is required to properly patch asphalt—additionally, SMI will not be responsible for future damage to these patched areas due to future root growth.

Proposal: Peabody Parking Lot



7. **Deteriorated Surroundings:** If areas surrounding the new asphalt patch is severely deteriorated, loose asphalt from these areas may be displaced in the removal process – this may leave the patch not perfectly square. This could also cause the new patch to fail in the future.
8. **Two Percent (2%) Fall:** Areas with less than two percent (2%) fall are not guaranteed for surface water drainage off of asphalt pavement.
9. **Elevation Change:** When overlaying a surface, elevations are changed and can sometimes cause different drainage patterns than the original design which can result in water back up, ponding, etc.—SMI is not responsible for correction of said problems, since this is unavoidable in most cases.
10. **Additional Mobilizations:** If additional mobilizations/move-ins are required by Client/Purchaser or because of work zone inaccessibility, **additional mobilizations will be billed at a minimum of (\$7,500 for Paving and \$5,000 for Milling) each.** This charge may be billed due to, but not limited to, site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Client/Purchaser/Authorized Agent without prior consent of contractor, failure to notice by Client/Purchaser/Authorized Agent or repairs to work caused by trespassing.
11. **Unforeseeable and Pre-Existing Conditions:** SMI is not responsible for failures in base and pavement due to any underground installations, settlement of fills, poor subsoil, wet weather springs, or improper drainage conditions; not for the correction of any such condition determined to exist prior to our work, including landscaping and/or removal of rocks/boulders. Additionally, SMI is not responsible for permits nor utility location or relocation. Depending on the depth of the scope, a utility locate will be done to locate the proximity of utilities, however; this is just an approximation. It does not let us know the depth at which these utilities are located nor an exact location. We have utility locates done prior to any dig work to enhance our chances to avoid such utilities, however; we cannot guarantee a utility won't be hit as they are unforeseeable.
12. **Cleaning:** Client/Purchaser is responsible for any "heavy/excessive cleaning", otherwise; SMI will bill for this additional cleaning. The Client/Purchaser also understands the scope of work called for in this agreement can be a messy process. To provide the owner with a quality product, SMI uses industry standard techniques along with modern equipment to clean, prepare, and execute the project scope which can create a dusty and dirty environment. The Surface Masters, Inc. is not responsible for cleaning, repairing, or replacing any surfaces that have been soiled, stained, or have accumulated dust as a result of the process, equipment, and/or materials needed to complete the project.
13. **Water:** Client/Purchaser to supply water and hydrant for mill, soil cement equipment, rollers, and other required equipment needed to properly conduct the project.
14. **Driving on Surface:** Once you start driving on paved/sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on a freshly paved/sealed asphalt surface, scuffing and turn marks will be evident. **This is not uncommon and is NOT a sign of poor workmanship or improper materials. No worries, in time most will blend in with surrounding surface depending on severity.**
15. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone in a timely fashion. If any cars are left in the area of work, we cannot be held responsible for any damage to the vehicles. It is our understanding that The Surface Masters (SMI) will have full access to the designated parking area which will be free of any obstructions causing zero work delays. An additional fee may be incurred due to work stoppage or delays as a result of lack of expeditious movement of vehicles in scheduled work areas. SMI is not responsible for any tracking of tack caused by any vehicles and/or pedestrians if the barricades are moved prematurely or without authorization. The Project Manager will remove the barricades once the material has cured.
16. **Reflective Cracking:** The Surface Masters will not accept responsibility for reflective cracking of the new asphalt overlay due to the cracked condition of the existing asphalt pavement that is being overlaid or tied into.

Line Striping & ADA | Client/Purchaser Responsibility & Conditions

1. **Site Services:** The Client/Purchaser is responsible for notifying all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a rescheduling due to unforeseen conditions, the Client/Purchaser is required to let all service providers know about the change.
2. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people, and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call

Proposal: Peabody Parking Lot



to remove cars from the scheduled work zone in a timely fashion. If any cars are left in the area of work, we cannot be held responsible for any damage to the vehicles. It is our understanding that SMI will have full access to the designated parking area which will be free of any obstructions causing zero work delays. An additional fee may be incurred due to work stoppage or delays as a result of lack of expeditious movement of vehicles in scheduled work areas. SMI is not responsible for any tracking of paint caused by any vehicles and/or pedestrians if the barricades are moved prematurely or without authorization. The Project Manager will remove the barricades once the material has cured.

3. **Rain:** If it's raining the day of scheduled service, assume we aren't coming, and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where paint has not bonded.
4. **Sprinklers:** should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly painted pavement gets wet will washout, flake, and/or bleed onto the pavement.
5. **Excessive Moisture:** SMI cannot guarantee proper material bonding where excessive moisture and/or sub-surface water is evident – proper drainage is essential around all parking lots.
6. **Overspray on Grass/Landscaping:** Although we use caution during the pavement marking application process, where grass or other landscaping meets your pavement and/or curbing you may expect a small "drift spray" of traffic paint. This is normal and will disappear generally after the next mowing.
7. **Cleaning:** Client/Purchaser is responsible for any "heavy cleaning," otherwise; SMI will bill for this additional cleaning. Pressure washing is not included in cleaning unless stated otherwise in the scope above.
8. **Additional Mobilizations:** If additional mobilizations/move-ins are required by Client/Purchaser or as a result of work zone inaccessibility, **additional mobilizations will be billed at a minimum of (\$1,100 for Striping) each.** This charge may be billed due to, but not limited to, site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Client/Purchaser/Authorized Agent without prior consent of contractor, failure to notice property by Client/Purchaser/Authorized Agent or repairs to work caused by trespassing into work zone.
9. **Paint Adhesion:** The Surface Masters will not be responsible for paint adhesion to car/parking stops, curbs, or other concrete structures that have not been pressure cleaned prior to painting.

Attachments



Please click any of the links below to view and print all documents.

Company Attachments

[Certificate of Insurance](#)

[Sealmaster CT Sealer MSDS](#)

[Sealmaster CT Sealer Spec](#)

[Sealmaster Crackmaster Brochure](#)

[Sealmaster Crackmaster Supreme MSDS](#)

[Sealmaster Crackmaster Supreme Specs](#)

[Sherwin Williams Traffic Paint MSDS](#)

[Sherwin Williams Traffic Paint Specs](#)

[The Surface Masters W-9](#)

RP Paving Solutions, LLC

106 Three West Parkway
Villa Rica, GA.30180

Office Phone: 678-840-4088

PROPOSAL

Date: Proposal No.:

12/20/2023

25361

Customer Name / Address:

City of Villa Rica
571 Bankhead Hwy
Villa Rica, GA 30180

Phone: 770-459-3471

Job Name / Location:

Project Manager Contact Info.:

Brad Cruse

Due to the recent volatility of the crude oil market, prices are subject to change prior to commencement of your project. Notification of any changes in pricing will be submitted prior to mobilization.

Item	Description	Qty/Yds.	Price	Total
Perma Flex Overlay	Parking lot off North Ave Villa Rica, Ga. 30180 Install (2010) sq. yds. of Perma Flex overlay. Edgemill so that there will be a smooth transition. Clean area to be paved free of all dirt and debris. Apply a liquid tack coat to total area for bonding. Install 1" of Perma Flex asphalt and compact. Install an additional 1" of 9.5mm wearing surface asphalt and compact.		44,220.00	44,220.00
Layout and Stripe	Stripe Parking lot to match pre-existing configuration	1	650.00	650.00
Wheel Stops	remove and repin existing wheel stops (17)		0.00	0.00
			765.00	765.00
Project Total:			\$45,635.00	

This price is good for 30 days from date of proposal, after that, price is subject to change. RP Paving Solutions reserves the right to add 3.5% to the final invoice for any credit card payments as the price above is a cash price. RP Paving cannot warranty the application of any paint or thermoplastic products installed on concrete surfaces. Please contact a RP Paving Solutions representative for other discounts available.

Please sign below for acceptance:

Sign Here: _____



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Mini-Excavator Purchase
AGENDA DATE: 1/9/2024

DATE PREPARED: 1/5/23
PREPARED BY: Jason Waddell

AMOUNT: \$ 49,900.00
GL ACCOUNT #: 342-4440-542500
FUNDING SOURCE: Water and Sewer Fund
BUDGETED ITEM? Yes

PURPOSE: The purpose of this project is to replace an existing Takeuchi mini-excavator with a New Holland E37C mini-excavator.

BACKGROUND: The existing excavator is a 2005 model, and at approximately 19 years old is in need of replacement. Staff reached out to local vendors for pricing, as shown below:

Vendor	Description	Cost
Mason Tractor Company	Kubota KX040-4R1A mini-excavator	\$ 55,277.03
Yancey/Cat	Caterpillar 304 mini-excavator	\$ 64,134.00
Agrimerica - Carrollton	New Holland E37C mini-excavator	\$ 49,900.00

STAFF RECOMMENDATION: Staff recommends that we engage with Agrimerica of Carrollton for the purchase of the New Holland mini-excavator, at a cost of \$ 49,900.00.

IMPACT: This purchase will provide staff with reliable equipment necessary for the daily tasks performed, to include water and sewer line repairs and replacements.

MOTION: I move to authorize the Mayor to approve the purchase of the New Holland mini-excavator from Agrimerica, at a cost of \$ 49,900.00.



1275 Carrollton Villa Rica
Hwy
Villa Rica, GA 30180
(678) 952-2037

[illegible]



Dec 26, 2023

CITY OF VILLA RICA

ACCOUNTS PAYABLE
571 W. BANKHEAD HWY.
VILLA RICA
Georgia
30180-1726

Attention: MR CINDY GLOMMEN

RE: Quote 251230-01

Dear Sir,

Yancey Bros. is happy to provide the attached quotation for equipment based on our discussion and your requirements. Please review this carefully to ensure that all necessary items are accounted for. I am available should any questions arise.

Caterpillar, Inc. Model: **304 OS Hydraulic Excavators**

STOCK NUMBER: EM2232001

SERIAL NUMBER: 0AN403410

YEAR: 2023

SMU: 4.10

MACHINE SPECIFICATIONS

304 07A MHE CFG14A	610-5464
BOOM, SWING	542-6668
SOFTWARE, PROPORTIONAL CONTROL	557-1709
SOFTWARE, STICK STEER CONTROL	557-1710
SOFTWARE, 2 WAY CONTROL	557-1711
SOFTWARE, CODED START	557-1713
304 07A MINI EXCAVATOR	577-9914
UNDERCARRIAGE AR	542-6655
HYDRAULIC OIL, STD	577-9915
HYDRAULIC AR	577-9916
FILM GP-QR	624-4514
CANOPY, ROPS	578-1748
MONITOR NEXT GEN, NO CAMERA	579-2595
ALARM, TRAVEL	579-8852
ELECTRICAL ARR, C1.7 HRC	579-8858
LINKAGE BUCKET W/LIFTING EYE	584-4307
HYDRAULIC OIL	595-9912
HOLDER, GREASE GUN	600-4380
ENGINE, EPA TIER 4 FINAL	611-2420

LANE 3 ORDER	0P-9003
STICK, LONG, WITH 1ST AUX	596-7602
LINES, BOOM	542-6682
LINES, STICK	584-3655
TRACK, 14", RUBBER BELT	542-6699
LIGHTS, LED	579-8868
BELT, SEAT, 3" RETRACTABLE	510-6085
PRODUCT LINK, CELLULAR PL243	579-8887
CAT KEY, WITH PASSCODE OPTION	522-6460
COUNTERWEIGHT, EXTRA, 500LBS	586-1369
BLADE, STD, BOCE	597-0752
INSTRUCTIONS, ANSI	595-7029
SERIALIZED TECHNICAL MEDIA KIT	421-8926
MIRROR, CANOPY, LEFT	380-7150
MIRROR, CANOPY, RIGHT	380-7151
COUPLER, PG, MAN.D.LOCK, 3-4T	444-7494
BUCKET-HD, 24", 4.2 FT3, 3T	464-9904
SHIPPING/STORAGE PROTECTION	0P-2266
PACKING, LAST MILE PROGRAM	0P-4299
BUCKET - EA2234543	464-9906

Standard Equipment

POWERTRAIN

Cat C1.7T diesel engine	-2,400 rpm - ISO 9249/EEC 80/1269
-U.S. EPA tier 4 final	-Electronic engine, turbo, DOC (diesel oxidation catalyst)
-EU stage V	Automatic engine idle
-ISO 9249/EEC 80/1270	
-Rated net power 34.1kW	

OPERATOR ENVIRONMENT

Integrated lower front window	Radio - bluetooth, USB, aux, mic
Rear window emergency exit	12V power socket

POWERTRAIN

Automatic engine shut-off	Fuel and water separator with indicator
Automatic swing brake	Radial seal, double element air filter
Automatic two speed travel	with restrictions indicator

HYDRAULICS

Smart tech electronic pump	Power on demand
Variable displacement piston pump	Hydraulic temperature monitoring
Load sensing & flow sharing hydraulics	Accumulator - certified

ELECTRICAL

12 volt electrical system
85 ampere alternator
650 CCA maintenance free battery
Battery disconnect
Circuit breaker

Ignition key stop switch
Signalling/warning horn
Work lights
-Cab, boom left
-Courtesy safety light

OPERATOR ENVIRONMENT

Sealed and pressurized unitized cab
Operator sound pressure 72 dB(A) ISO6396

Ergonomic joystick control levers

FLUIDS

Hydro advanced hydraulic oil

OTHER STANDARD EQUIPMENT

Cat key with passcode option
Locks on external enclosure doors
Lockable fuel cap
Beacon socket
Ecology drain - engine oil
Side by side engine & hydraulic
oil cooler
Stick steer mode
Cruise control mode
Power on demand
Rear reflectors

Roll-over protective structure (ROPS)
(ISO 12117-2)
Product Link PL243 (regulations apply)
Auxiliary hydraulic lines
-1-way and 2-way (combined function)
-Auxiliary line quick disconnects
-Adjustable auxiliary flow
-Continuous flow
-Adjustable auxiliary relief
Thumb ready stick

OPERATOR ENVIRONMENT

Adjustable wrist rests
Pattern changer
Color LCD monitor
-Fuel level, coolant temperature and
warning indicator
-Maintenance and machine monitoring
-Performance & machine adjustments
-Numeric security code
-Multiple languages
-Hour meter
-Jog dial control interface
Coat hook

Cup holder
Hydraulic lockout controls
Literature holder
Molded footrests
Removable washable floormat
Retractable fluorescent "high
visibility" seat belt
Travel control pedals with hand levers
Utility space for mobile phone
skylight
mounting bosses for top & front guards

FLUIDS

Extended life coolant - 37C

SELL PRICE
EXT WARRANTY

64,134
Included

NET BALANCE DUE	64,134
TOTAL QUOTE PRICE	64,134

WARRANTY

Extended Warranty: 304.5-60 MO/2500 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)

F.O.B/TERMS:

Accepted by _____ on _____

Signature

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Andrew Gaston
Machine Sales Representative



2904 Highway 27 South
Carrollton, GA 30117
770-834-3276
Agrimerica-Equip.com

SALES CONTRACT

Quote: 01-2116
Date: 1/3/2024

PO:
CustId: CITY OF VILLA R

Cust Email: jwaddell@villarica.gov
Phone: (678) 834-4940
Salesperson: JamesS
User: JamesS

Bill To:

CITY OF VILLA RICA
571 WEST BANKHEAD HWY
VILLA RICA,

Ship To:

CITY OF VILLA RICA

THIS EXCAVATOR INCLUDES A 4-YEAR WARRANTY , 18 " H/D BUCKET , COUPLER , HYDRAULIC THUMB KIT , CANOPY & FRONT BLADE

ALONG WITH FREE DELIVERY

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
E37C	QU	NEW HOLLAND E37C	1.0000		\$49,900.00		
		NHC - 3.7 TON EXCAV W/Q-COUPLER 18" BUCK & THUMB					
		Total E37C					\$49,900.00
Total:							\$49,900.00

Totals

Sub Total: \$49,900.00
Total Tax: \$0.00
Invoice Total: \$49,900.00

E37C

COMPACT EXCAVATOR

TIER 4 FINAL



Engine	
Model	Yanmar 3TNV88F-ESHYB
Emission certification	Tier 4 Final
Fuel	Diesel
Cylinders	3
Displacement	100.2 in. ³ [1642 cc]
Fuel Injection	Mechanical w/electronic governor
Gross horsepower	SAE J1995 @ 2200 RPM: 24.4 hp [18.2 kW]
Net horsepower	SAE J1349 @ 2200 RPM: 23.7 hp [17.7 kW]
Maximum engine torque @ 1200 RPM	69.4 lb. ft. [94.1 Nm]
Cooling	Water-cooled

Drivetrain	
Travel speeds:	
1st	1.6 mph [2.5 kph]
2nd	2.6 mph [4.2 kph]
Maximum traction force	6835 lb. [3100 kg]
Gradeability	30° [58%]
Ground pressure:	
Canopy	N/A
Cab	4.83 psi [0.34 kgf/cm ²]

Electrical	
Voltage	12 Volts
Alternator rating	55 amp
Battery	1 x 12 V x 70 Ah 750 CCA

Operator Weight	
Canopy operating weight:	
Short arm	7990 lb. [3625 kg]
Long arm w/additional counterweight	8350 lb. [3790 kg]
Cab operating weight:	
Short arm	8300 lb. [3765 kg]
Long arm w/additional counterweight	8660 lb. [3930 kg]

NOTE: w/rubber tracks/no quick coupler/bucket/fluids/full of fuel/165 lb. operator.

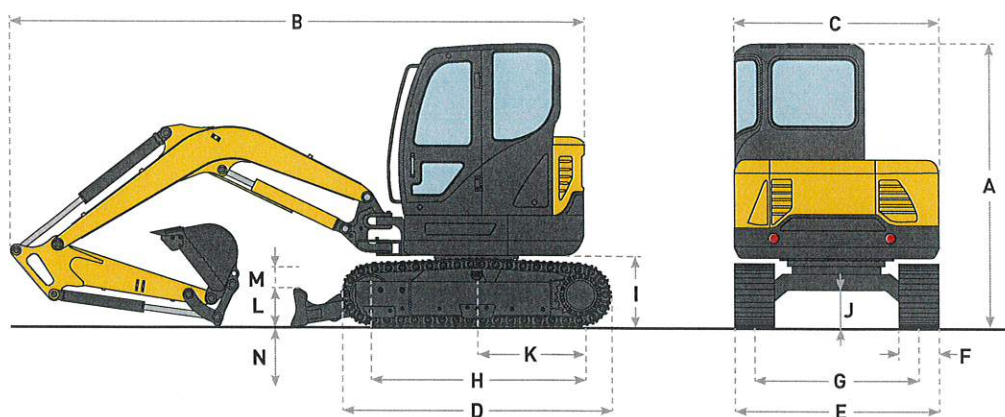
Operator Environment	
ROPS/FOPS four post canopy; ISO 6396:2008 sound pressure level LpA=75 dB (A); Pilot operated hand controls and foot pedals; Adjustable seat w/seat belt; Arm rests; 12V socket.	
Display includes:	
Engine oil pressure lamp; Water temperature lamp; Low fuel warning lamp; Battery charge lamp; Engine preheat lamp; Travel speed lamp; Air cleaner warning lamp; Hyd. quick coupler lock lamp; High travel speed lamp; Water temperature gauge; Fuel gauge; and Hour meter.	

Service Capacities	
Fuel tank	10.5 gal. [40 L]
Hydraulic tank:	
Refill capacity	9.8 gal. [37 L]
Total system	15.9 gal. [60 L]
Engine oil w/filter change	1.8 gal. [6.7 L]
Radiator	1.5 gal. [5.5 L]

Hydraulics	
Main pumps:	Variable displacement tandem axial piston pump
Max rated flow x 2	9.9 gpm [37.4 L/min]
Auxiliary flow @ 3277 psi [226 bar]:	
Primary	16.0 gpm [60.5 L/min]
Secondary	16.0 gpm [60.5 L/min]
System relief pressure:	
Standard	3270 psi [230 bar]
Overload relief valve pressure	3560 psi [250 bar]
Pilot control hydraulic system:	
Pump	Gear pump
Maximum capacity	2.6 gpm [9.9 L/min]
Control valves:	
Pilot control for left/right track travel, boom, arm, bucket and swing	
Manual control for breaker and backfill blade	
Swing motor	Fixed displacement orbit axial piston motor
Travel motor:	
Variable displacement axial piston	
2-stage planetary	
Automatic spring applied hydraulic released brake	

Other Specifications	
Swing speed	0 – 9.5 RPM
Undercarriage:	
Track rollers	1 upper / 4 lower each
Boom:	
Swing	75° left/50° right
Length	8 ft. 2 in. [2.5 m]
Arm:	
Standard length	4 ft. 3 in. [1.3 m]
Long arm length	5 ft. 3 in. [1.6 m]

E37C SPECIFICATIONS

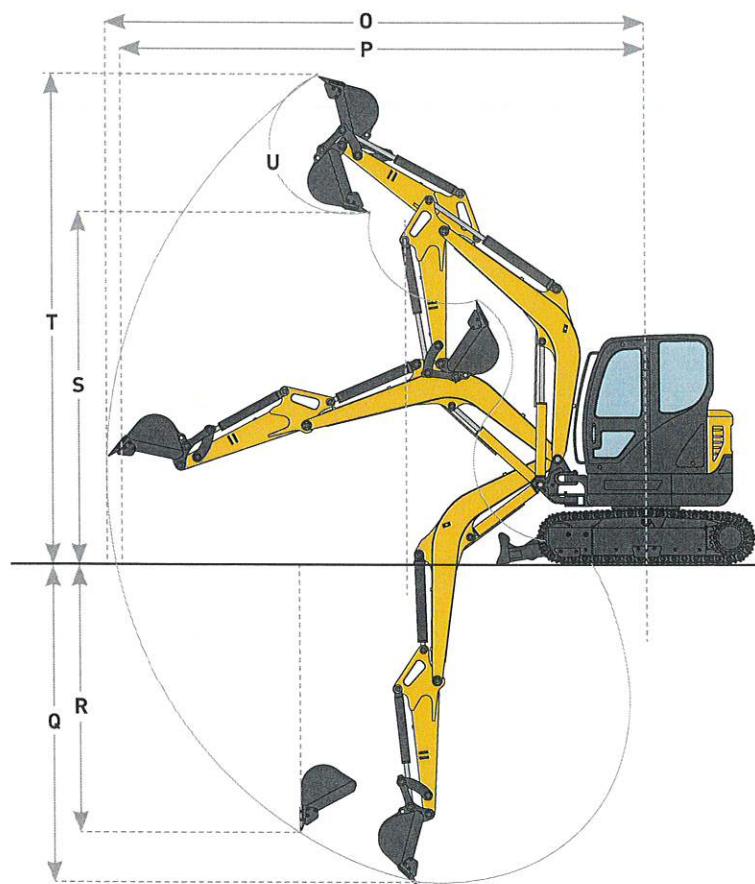


Dimensions

4 ft. 3 in. (1.3 m) Arm			
A	Overall height	ft. in. (mm)	8' 2" (2500)
B	Overall transport length	ft. in. (mm)	15' 9" (4790)
C	Width of upper structure	ft. in. (mm)	5' 0" (1530)
D	Track overall length	ft. in. (mm)	7' 0" (2130)
E	Track overall width	ft. in. (mm)	5' 9" (1740)
F	Track shoe width	in. (mm)	12 (300)
G	Track gauge	ft. in. (mm)	4' 9" (1440)
H	Center to center - idler to sprocket	ft. in. (mm)	5' 7" (1700)
I	Upper structure ground clearance	ft. in. (mm)	1' 9" (540)
J	Minimum ground clearance	in. (mm)	11 (290)
K	Tail swing radius:		
	Standard counterweight	ft. in. (mm)	2' 10" (870)
	Additional counterweight	ft. in. (mm)	3' 3" (985)
	Boom swing	degrees	75 left/50 right
	Tail swing overhang:		
	Standard counterweight	in. (mm)	0 (0)
	Additional counterweight	in. (mm)	5 (125)

Blade Specs

			Standard Blade	Angle Blade
L	Backfill blade height	ft. in. (mm)	1' 3" (380)	1' 4" (407)
M	Backfill blade rise above ground	ft. in. (mm)	1' 3" (380)	1' 5" (440)
N	Backfill blade dig depth	ft. in. (mm)	1' 3" (380)	1' 5" (440)
	Backfill blade width	ft. in. (mm)	5' 9" (1740)	5' 9" (1740)



Performance Specs

			4 ft. 3 in. (1.3 m) Arm	5 ft. 3 in. (1.6 m) Arm
O	Maximum dig radius	ft. in. (mm)	17' 5" (5315)	18' 5" (5605)
P	Dig radius at groundline	ft. in. (mm)	17' 1" (5200)	18' 0" (5495)
Q	Maximum dig depth	ft. in. (mm)	10' 3" (3135)	11' 3" (3440)
R	Vertical straight wall dig depth	ft. in. (mm)	7' 2" (2190)	8' 5" (2565)
S	Dump height	ft. in. (mm)	11' 3" (3425)	11' 10" (3615)
T	Overall reach height	ft. in. (mm)	15' 9" (4810)	16' 7" (5010)
U	Bucket rotation	degrees	180	180
	Arm digging force - ISO	lbf (kfg/kN)	4390 (1990/19.5)	3800 (1720/16.9)
	Bucket digging force - ISO	lbf (kfg/kN)	6900 (3130/30.7)	6900 (3130/30.7)

Line drawings are for illustrative purpose only and may not be exact representation of unit

Lift Capacities

E37C Standard Arm Lift

8 ft. 2 in. (2.5 m) Boom, 4 ft. 3 in. (1.3 m) Arm, Dozer Blade Down

Canopy unit equipped with 0.11 m³ (SAE heaped) bucket, 12 in. (300 mm) rubber track and 900 lb. (410 kg) counterweight.

Load/Lift point height		Load Radius								At Maximum Reach		
		3 ft. (1.0 m)		7 ft. (2.0 m)		10 ft. (3.0 m)		13 ft. (4.0 m)		Reach	Capacity	
		end	side	end	side	end	side	end	side	@	end	side
+10 ft. (3.0 m)	lb. (kg)									12 ft. 11 in. (3.94 m)	1170* (530)*	1070 (490)
+7 ft. (2.0 m)	lb. (kg)					1380* (630)*	1380* (630)*	1210* (550)*	1020 (460)	14 ft. 7 in. (4.45 m)	1190* (540)*	830 (380)
+3 ft. (1.0 m)	lb. (kg)					1990* (900)*	1540 (700)	1400* (640)*	970 (440)	15 ft. 3 in. (4.64 m)	1240* (560)*	750 (340)
Groundline	lb. (kg)			2990* (1320)*	2550 (1130)	2410* (1090)*	1440 (650)	1570* (710)*	920 (420)	14 ft. 11 in. (4.55 m)	1320* (600)*	750 (340)
-3 ft. (-1.0 m)	lb. (kg)	3840* (1740)*	3840* (1740)*	4330* (1960)*	2800 (1270)	2390* (1090)*	1410 (640)	1520* (690)*	910 (410)	13 ft. 8 in. (4.17 m)	1400* (640)*	860 (390)
-7 ft. (-2.0 m)	lb. (kg)	5680* (2580)*	5680* (2580)*	3190* (1450)*	2980 (1310)	1840* (830)*	1460 (660)			11 ft. 0 in. (3.36 m)	1470* (670)*	1230 (560)

Lift Capacities

E37C Long Arm Lift

8 ft. 2 in. (2.5 m) Boom, 5 ft. 3 in. (1.6 m) Arm, Dozer Blade Down

Canopy unit equipped with 0.11 m³ (SAE heaped) bucket, 12 in. (300 mm) rubber track and 1,235 lb. (560 kg) counterweight.

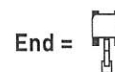
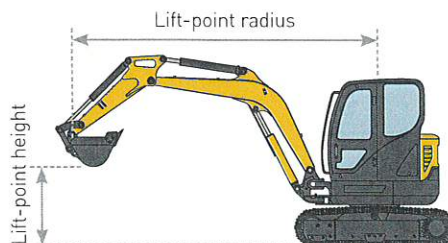
Load/Lift point height		Load Radius								At Maximum Reach		
		3 ft. (1.0 m)		7 ft. (2.0 m)		10 ft. (3.0 m)		13 ft. (4.0 m)		Reach	Capacity	
		end	side	end	side	end	side	end	side	@	end	side
+10 ft. (3.0 m)	lb. (kg)							970* (440)*	970* (440)*	14 ft. 2 in. (4.32 m)	970* (440)*	970* (440)*
+7 ft. (2.0 m)	lb. (kg)							1060* (480)*	1060* (480)*	15 ft. 8 in. (4.78 m)	940* (420)*	840 (380)
+3 ft. (1.0 m)	lb. (kg)			3710* (1680)*	3390 (1540)	1770* (800)*	1760 (800)	1290* (590)*	1110 (500)	16 ft. 3 in. (4.95 m)	990* (450)*	760 (350)
Groundline	lb. (kg)			3060* (1390)*	3060* (1390)*	2300* (1040)*	1630 (740)	1510* (680)*	1050 (470)	16 ft. 0 in. (4.87 m)	1140* (520)*	760 (350)
-3 ft. (-1.0 m)	lb. (kg)	3040* (1380)*	3040* (1380)*	4610* (2090)*	3090 (1400)	2420* (1100)*	1580 (720)	1560* (710)*	1020 (460)	14 ft. 10 in. (4.52 m)	1250* (570)*	850 (380)
-7 ft. (-2.0 m)	lb. (kg)	4610* (2090)*	4610* (2090)*	3720* (1690)*	3160 (1430)	2080* (940)*	1600 (730)			12 ft. 6 in. (3.81 m)	1340* (610)*	1120 (510)

NOTE: Lifting capacity are based on ISO 10567.

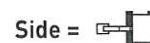
Lifting capacity does not exceed 75% of tipping load with the machine on firm, level ground or 87% of full hydraulic capacity.

The lift point is a hook located on the back of the bucket.

*Indicates load limited by hydraulic capacity.



End =



Side =

E37C STANDARD EQUIPMENT

Engine

Yanmar 3TNV88F-ESHYB
Glow plug starting aid
Dry type air cleaner with restriction indicator

Electrical

12-volt electrical starting system
Heavy-duty battery
Battery master switch
Key start
Anti-Theft-Engine starting passwords
Front working light
Auto-idle feature with on/off switch
Horn
Pre-wired – Telematics ready

Hydraulics

Auxiliary hydraulics – single/bi-directional – and plumbing to arm
Large hydraulic oil cooler
Control pattern selector valve
Cylinder rod protection covers – Dozer, Boom

Track Drive

Rubber belt tracks
Automatic 2-speed travel
Fully hydrostatic drive system
Sealed and lubricated track rollers
Track tension adjustment – grease type

Upper Structure

Zero tail swing
Standard arm: 4 ft. 3 in (1.3 m)
Bucket linkage with lifting hook
Thumb bracket

Operator Environment

See page 1

Other

Swing boom – 75° left/50° right
Hydraulic backfill blade

Warranty

Base warranty coverage: 2-Year/3,000-Hour
Full Machine Limited Warranty

E37C OPTIONAL EQUIPMENT

Operator Environment

Cab with Heat and air conditioning and radio with USB and 2 speakers
Travel alarm

Track Options

Steel tracks 12 in. (300 mm)

Other

Additional counterweight adds 330 lb. (150 kg)
Optional long arm: 5 ft. 3 in. (1.6 m)
Hydraulic quick coupler provision
Hydraulic coupler
Kluc coupler
Mechanical coupler
Hydraulic hammer
Beacon
2nd auxiliary circuit
Steel tracks
4-way angle with 25° Left / 25° Right offset:
Adds 220 lb. (99.8 kg)



New Holland Construction Equipment is biodiesel-friendly. NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.

Learn more at www.newholland.com

New Holland Construction
500 Diller Ave.
New Holland, PA 17557

www.newholland.com

Design, materials and/or specifications are subject to change without notice and without liability therefor. Specifications are applicable to units sold in Canada, the United States, its territories and possessions, and may vary outside these areas.

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Safety begins with a thorough understanding of the equipment. Always make sure you and your operators read the Operator's Manual before using the equipment. Pay close attention to all safety and operating decals and never operate machinery without all shields, protective devices and structures in place. This is a one-person machine. Never allow riders in the cab, outside the machine, or in/on any bucket or attachment.

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CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT:	Lake Paradise Dam Renovation
AGENDA DATE:	1/9/2024
DATE PREPARED:	12/28/23
PREPARED BY:	John Bain
AMOUNT:	\$ 90,000.00.
GL ACCOUNT #:	505-4420-541400
FUNDING SOURCE:	Water and Sewer Fund
BUDGETED ITEM?	Yes

PURPOSE: This project is for the renovation of the earthen dam at Lake Paradise.

BACKGROUND: In previous inspections conducted by the Georgia Environmental Protection Division deficiencies were found at and in the surrounding area of the Lake Paradise dam. Staff engaged with Carter Engineering for the engineering design for the renovation of the dam. Deliverables from Carter Engineering included construction drawings, construction materials, and quantities needed for the renovation. The renovations include re-establishment of the bank with Flexamat material and rock, installation of toe-drains, and construction of concrete retaining walls and piers. Staff provided those deliverables to Tim Grizzard and Associates for quoting of the project, with a return pricing of \$ 90,000.00.

STAFF RECOMMENDATION: Staff recommends that we engage Tim Grizzard and associates for the renovation of Lake Paradise dam, at a cost of \$ 90,000.00.

IMPACT: This renovation will meet Georgia Environmental Protection Division requirements and protect the structural integrity of the dam.

MOTION: I move to authorize the Mayor to engage with Tim Grizzard and Associates for the renovation of Lake Paradise dam, at a cost of \$ 90,000.00.



PARADISE LAKE
CONSTRUCTION & MATERIAL QUANTITIES

Item No.	Item Description	Material / Notes	Quantity	Unit	Unit Price	Total Price
PROJECT WORK						
1.0	Clearing and Grubbing					
1.1	Borrow Area	Unknown Area (Provide Unit Price)	1	AC	\$10,000.00	\$10,000.00
2.0	Removal of Water					
2.1	Initial Removal (Existing Dam)	--	1	JOB	\$3,500.00	\$3,500.00
2.2	Removal Throughout Construction	Sumps/ Well Points/ Lagoon Dewatering	1	JOB	\$5,000.00	\$5,000.00
3.0	Grading					
3.1	Scour Repair	--	200	CY	\$12.00	\$2,400.00
4.0	Upstream Slope Repair - Option 1					
4.1	Rip Rap	GDOT Type 1 (D50 = 12in, Thickness = 30")	200	TONS	\$110.00	\$22,000.00
4.2	Geotextile	Non-Woven, Needle Punched, 8oz/SY	175	SY	\$5.00	\$875.00
5.0	Upstream Slope Repair - Option 2					
5.1	Reinforced Concrete Wall	4,000 PSI Steel Reinforced Concrete	100	CY	\$800.00	\$80,000.00
6.0	Toe / Foundation Drain					
6.1	Toe Drain Conduit	Sch. 40 PVC (Perforated)	130	LF	\$20.00	\$2,600.00
6.2	Toe Drain Outlet Conduit	Sch. 40 PVC (Non-Perforated)	90	LF	\$20.00	\$1,800.00
6.3	Coarse Drainfill	GDOT #57 Stone	105	TONS	\$80.00	\$8,400.00
6.4	Geotextile	Non-Woven, Needle Punched, 8oz/SY	220	SY	\$5.00	\$1,100.00
6.5	Fine Drainfill	C-33 Sand	95	TONS	\$75.00	\$7,125.00
6.6	Animal Guard		2	EA	\$100.00	\$200.00
EROSION CONTROL						
7.0	Dam Area Vegetation & Structural Measures					
7.1	Silt Fence	Sd1-S	350.0	LF	\$10.00	\$3,500.00
7.2	Temporary Vegetation	Ds1, Ds2	0.20	AC	\$4,500.00	\$900.00
7.3	Permanent Vegetation	Ds3	0.20	AC	\$4,500.00	\$900.00
7.4	Construction Exit	Co	1.0	EA	\$3,500.00	\$3,500.00
7.5	Haybale Check Dam	Cd-Hb	3.0	EA	\$250.00	\$750.00
7.6	Erosion Control Testing	NPDES Monitoring	1.0	JOB	\$1,200.00	\$1,200.00
MISCELLANEOUS						
8.0	Construction Management					
8.1	Mobilization		1	JOB	\$15,000.00	\$15,000.00

CONSTRUCTION TOTALS

CONSTRUCTION SUB-TOTAL (OPTION 1)	\$90,750.00
CONTINGENCIES (10%)	\$9,075.00
CONSTRUCTION TOTAL	\$99,825.00

NOTES

- Any discrepancies or questions regarding bidding or bid items should be directed to the design professional responsible for the
- All questions should be direct to the design professional in writing.
- Additional line items, add/alternates, or contractor proposed work may be attached to bids and considered by the design professional.
- The construction quantities shown herein do not include: Construction Testing, Construction Monitoring, EOR Inspections or Surveying
- This Bid Sheet should be considered "Preliminary". Quantities, materials, and line items are subject to change based on approved
- Contractor shall independently verify all materials and quantities
- Final construction sub-total uses slope repair option 1.

Unit Price Descriptions

Unit Abbreviation	Unit Description	Unit Type
-------------------	------------------	-----------

LS	LUMP SUM	SINGLE PAYMENT
AC	ACRE	AREA
CY	CUBIC YARDS	VOLUME
LF	LINEAR FEET	LENGTH
EA	EACH	NUMBER
SY	SQUARE YARD	AREA
TONS	TONS	WEIGHT
JOB	JOB	SINGLE PAYMENT



MUSE LAKE

CONSTRUCTION & MATERIAL QUANTITIES

Item No.	Item Description	Material / Notes	Quantity	Unit	Unit Price	Total Price
PROJECT WORK						
1.0	Clearing and Grubbing					
1.1	Borrow Area	Unknown Area (Provide Unit Price)	1	AC	\$10,000.00	\$10,000.00
1.2	Dam Area	--	0.2	AC	\$10,000.00	\$2,000.00
1.3	Spillway Area	--	1.2	AC	\$10,000.00	\$12,000.00
2.0	Removal of Water					
2.1	Initial Removal (Existing Dam)	--	1	JOB	\$2,000.00	\$2,000.00
2.2	Removal Throughout Construction	Sumps/ Well Points	1	JOB	\$2,500.00	\$2,500.00
3.0	Grading					
3.1	Scour Repair	--	175	CY	\$12.00	\$2,100.00
4.0	Principal Spillway System					
4.1	Rip Rap	Surge Stone	4	TONS	\$95.00	\$380.00
4.2	Geotextile	Non-Woven, Needle Punched, 8oz/SY	30	SY	\$5.00	\$150.00

EROSION CONTROL

5.0	Dam Area Vegetation & Structural Measures					
5.1	Silt Fence	Sd1-S	1235.0	LF	\$10.00	\$12,350.00
5.2	Temporary Vegetation	Ds1, Ds2	1.90	AC	\$4,500.00	\$8,550.00
5.3	Permanent Vegetation	Ds3	1.90	AC	\$4,500.00	\$8,550.00
5.4	Construction Exit	Co	1.0	EA	\$3,500.00	\$3,500.00
5.5	Haybale Check Dam	Cd-Hb	2.0	EA	\$250.00	\$500.00
5.6	Erosion Control Testing	NPDES Monitoring	1.0	JOB	\$1,200.00	\$1,200.00

MISCELLANEOUS

6.0	Construction Management					
6.1	Mobilization		1	JOB	\$15,000.00	\$15,000.00

CONSTRUCTION TOTALS

CONSTRUCTION SUB-TOTAL	\$80,780.00
CONTINGENCIES (10%)	\$8,078.00
CONSTRUCTION TOTAL	\$88,858.00

NOTES

- Any discrepancies or questions regarding bidding or bid items should be directed to the design professional responsible for the
- All questions should be direct to the design professional in writing.
- Additional line items, add/alternates, or contractor proposed work may be attached to bids and considered by the design professional.
- The construction quantities shown herein do not include: Construction Testing, Construction Monitoring, EOR Inspections or Surveying
- This Bid Sheet should be considered "Preliminary". Quantities, materials, and line items are subject to change based on approved
- Contractor shall independently verify all materials and quantities

Unit Price Descriptions

Unit Abbreviation	Unit Description	Unit Type
LS	LUMP SUM	SINGLE PAYMENT
AC	ACRE	AREA
CY	CUBIC YARDS	VOLUME
LF	LINEAR FEET	LENGTH
EA	EACH	NUMBER
SY	SQUARE YARD	AREA
TONS	TONS	WEIGHT
JOB	JOB	SINGLE PAYMENT

CONSTRUCTION NOTES

1. THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO COVER A COMPLETE PROJECT, READY TO USE, AND ALL ITEMS NECESSARY FOR A COMPLETE AND WORKABLE JOB SHALL BE FURNISHED AND INSTALLED. ANY DISCREPANCY SHALL BE IMMEDIATELY REPORTED TO THE OWNER OR HIS REPRESENTATIVE.
2. NOTIFY THE INSPECTOR OF THE LOCAL GOVERNING AUTHORITY 24 HOURS BEFORE EVERY PHASE OF CONSTRUCTION.
3. ALL WORK SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL CODES. ALL NECESSARY LICENSES AND PERMITS SHALL BE OBTAINED BY THE CONTRACTOR, AT HIS EXPENSE, UNLESS ALREADY OBTAINED BY THE OWNER.
4. THE CONTRACTOR SHALL COORDINATE LOCATION AND INSTALLATION OF ALL UNDERGROUND UTILITIES AND APPURTENANCES TO MINIMIZE DISTURBING CURBING, PAVING, AND ALL OTHER UTILITIES.
5. THE EXISTING UTILITIES SHOWN ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE DRAWINGS. THE UTILITIES SHOWN ARE THOSE LOCATED BY THE SURVEYOR OF RECORD. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATION OF THE UTILITIES SHOWN. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF ALL UTILITIES WITHIN THE LIMITS OF WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
6. DEVIATIONS FROM THESE PLANS AND SPECIFICATIONS WITHOUT PRIOR CONSENT OF THE ENGINEER AND THE MUNICIPALITY MAY CAUSE FOR THE WORK TO BE UNACCEPTABLE.
7. ALL MATERIALS SHALL BE NEW UNLESS USED OR SALVAGED MATERIALS ARE AUTHORIZED BY THE OWNER.
8. THE CONTRACTOR SHALL FURNISH AND MAINTAIN ALL NECESSARY BARRICADES AROUND THE WORK AND SHALL PROVIDE PROTECTION AGAINST WATER DAMAGE AND SOIL EROSION.
9. ALL WORK SHALL BE PERFORMED IN A FINISHED AND WORKMANLIKE MANNER TO THE ENTIRE SATISFACTION OF THE OWNER, AND IN ACCORDANCE WITH THE BEST RECOGNIZED TRADE PRACTICES.
10. THE CONTRACTOR SHALL PROVIDE SHEETING AND SHORING FOR ALL TRENCH CONSTRUCTION IN ACCORDANCE WITH OSHA GUIDELINES.
11. ALL PIPE LENGTHS SHOWN ARE TO THE CENTERLINE OF THE STRUCTURES UNLESS SPECIFICALLY NOTED.
12. PIPES (STORM AND SANITARY SEWER) SHALL BE LAID ON SMOOTH, CONTINUOUS GRADES WITH NO VISIBLE BENDS AT THE JOINTS.
13. BEDDING REQUIREMENTS SPECIFIED HEREIN ARE TO BE CONSIDERED AS MINIMUM REQUIRED FOR RELATIVELY DRY STABLE EARTH CONDITIONS. ADDITIONAL BEDDING SHALL BE REQUIRED FOR ROCK TRENCHES TO PROVIDE SUCH ADDITIONAL BEDDING AS REQUIRED TO PROPERLY CONSTRUCT WORK.
14. ALL STORM DRAINAGE INLET STRUCTURES SHALL HAVE METAL RING AND COVER FOR ACCESS.
15. ALL ANGLES SHOWN ARE 90 DEGREES UNLESS SHOWN OTHERWISE.
16. ALL GRADES SHOWN ARE FINISHED GRADES. CONTRACTOR SHALL VERIFY DIMENSIONS, GRADES, AND EXISTING ELEVATIONS PRIOR TO CONSTRUCTION.
17. CONCRETE CURBS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DETAILS SHOWN ON PLANS. MATERIALS, EQUIPMENT, METHODS OF CONSTRUCTION AND WORKMANSHIP SHALL CONFORM TO STATE D.O.T. STANDARD SPECIFICATIONS.
18. ALL CONCRETE SHALL HAVE 3000 PSI COMPRESSIVE STRENGTH AFTER 28 DAYS, WITH A MAXIMUM SLUMP OF FOUR (4) INCHES, UNLESS SPECIFIED OTHERWISE.
19. ALL EXPOSED CONCRETE SHALL HAVE A FINE HAIR BROOMED FINISH.
20. PARKING AND DRIVEWAY BASE COURSE AND ASPHALTIC CONCRETE SURFACE AND PRIME MATERIALS, EQUIPMENT, METHODS FOR CONSTRUCTION AND WORKMANSHIP SHALL CONFORM TO STATE D.O.T. STANDARD SPECIFICATIONS.
21. CONTRACTOR TO FIELD VERIFY ALL STORM, SANITARY, WATER AND OTHER UTILITIES LOCATIONS AND INVERTS PRIOR TO INSTALLATION OF ANY UTILITIES. NOTIFY ENGINEER PRIOR TO PROCEEDING WITH ANY WORK IF DISCREPANCIES FOUND.
22. THE USE OF CONCRETE THRUST BLOCKS FOR THE INSTALLATION OF WATER MAINS IS STRICTLY PROHIBITED. PRESSURE PIPE FITTINGS AND OTHER ITEMS REQUIRING RESTRAINT SHALL BE RESTRAINED USING METHODS SPECIFIED AND APPROVED BY COUNTY/CITY TECHNICAL STANDARDS, SPECIFICATIONS AND REGULATIONS. THE PREFERRED METHOD OF RESTRAINT IS THROUGH THE USE OF "MEGA-LUGS" OR "MUR" DEVICES.
23. ALL DIMENSIONS ARE MEASURED TO THE BACK OF CURB UNLESS OTHERWISE NOTED.

EARTHWORK SPECIFICATIONS

CLEARING AND GRUBBING

1. CLEARING AND GRUBBING SHALL CONSIST OF CLEARING THE SURFACE OF THE GROUND OF THE DESIGNATED AREAS OF ALL TREES, LOGS, SNAGS, BRUSH, UNDERGROWTH, HEAVY GROWTH OF GRASS, WEEDS, FENCE STRUCTURES, DEBRIS AND RUBBISH OF ANY NATURE. NATURAL OBSTRUCTIONS SUCH AS OBJECTIONABLE SOIL MATERIAL UNSATISFACTORY FOR FOUNDATIONS. IT SHALL ALSO CONSIST OF GRUBBING OF STUMPS, ROOTS FOUNDATIONS AND DISPOSAL OF ALL SUCH MATERIAL. ALL HOLES REMAINING AFTER THE GRUBBING OPERATION IN EMBANKMENT AREAS AND IN EXCAVATION AREAS LESS THAN TWO (2) FEET IN DEPTH, SHALL HAVE SIDES BROKEN DOWN AND LEVELED IF NECESSARY TO FLATTEN OUT SLOPES, REFILLED WITH ACCEPTABLE MATERIAL THAT IS PROPERLY COMPACTED IN LAYERS BY TAMPERS, ROLLERS OR CONSTRUCTION EQUIPMENT.
2. BURNING ON SITE IS NOT PERMITTED WITHOUT WRITTEN APPROVAL OF THE LOCAL GOVERNING AUTHORITIES HAVING JURISDICTION.

EXISTING TREES OUTSIDE OF GRADING LIMITS LINE:

1. TREES AND VEGETATION TO BE SAVED SHALL BE PROTECTED FROM DAMAGE BY A FENCE BARRICADE PRIOR TO, OR DURING, CLEARING OPERATIONS. TREES TO BE REMOVED FROM THE AREA OUTSIDE THE LIMITS OF GRADING OR FROM SPECIFICALLY DESIGNATED AREAS WITHIN THE CONSTRUCTION AREAS. IF, IN THE OPINION OF THE ENGINEER, A CONTRACTOR DAMAGES A TREE NOT TO BE REMOVED, THE CONTRACTOR WILL BE FINED A PREDETERMINED AMOUNT FOR EACH DAMAGED TREE. THE CONTRACT SHALL ALSO BE RESPONSIBLE FOR ALL COSTS ASSOCIATED IN REMOVING THE DAMAGED TREE FROM THE SITE.

FILL:

1. ALL VEGETATION SUCH AS ROOTS, BRUSH, HEAVY GROWTH OF GRASS, TOPSOIL, ALL DECAYED VEGETABLE MATTER, RUBBISH, AND OTHER UNSUITABLE MATERIAL WITHIN THE AREA UPON WHICH FILL IS TO BE PLACED SHALL BE STRIPPED OR BE OTHERWISE REMOVED BEFORE THE FILL OPERATION IS STARTED. IN NO CASE SHALL UNSUITABLE MATERIAL REMAIN IN OR UNDER THE FILL AREA. SLOPED GROUND SURFACE STEEPER THAN ON VERTICAL TO FOUR HORIZONTAL ON WHICH FILL IS TO BE PLACED, SHALL BE PLACED, STEPPED OR BENCHED IN SUCH A MANNER THAT THE FILL TO BE PLACED SHALL BE 97 PERCENT OF THE MAXIMUM LABORATORY DRY DENSITY ACCORDING TO STANDARD PROCTOR (AASHTO 199, ASTM D-698). MOISTURE CONTENT SHALL BE WITHIN 3 PERCENT OF THE OPTIMUM MOISTURE CONTENT. PROOF ROLL THE AREAS TO BE FILLED OR ON WHICH STRUCTURES ARE TO BE PLACED. A LOADED DUMP TRUCK OR OTHER RUBBER Tired EQUIPMENT SHALL BE USED FOR PROOF ROLLING. OVERLAPPING PASSES OF A VEHICLES SHOULD BE MADE ACROSS THE SITE IN ONE DIRECTION AND THEN PERPENDICULAR TO THE ORIGINAL DIRECTION OF ROLLING.
2. ANY YIELDING, PUMPING OR SOFT AREAS SHOULD BE CUT OUT AND REPLACED WITH FILL COMPACTED AS DESCRIBED HEREIN.
3. THE PROPOSED FILL SHOULD BE LIMITED TO SOILS CLASSIFIED IN ACCORDANCE WITH ASTM D-2487 AS GM, GC, SW, SM, SC, ML AND CL. SOIL CLASSIFIED AS PT, OH, OL, CH AND MH ARE NOT SATISFACTORY AS COMPACTED FILL.
4. FILLS AND EMBANKMENTS SHALL BE CONSTRUCTED AT THE LACTATIONS AND TO THE LINES AND GRADES INDICATED ON CONSTRUCTION PLANS. THE SLOPE SHALL NOT EXCEED 2 FOOT HORIZONTAL TO 1 FOOT VERTICAL TO 1 FOOT HORIZONTAL TO 1 FOOT VERTICAL IN THE PUBLIC RIGHT OF WAY. THE COMPLETED FILL SHALL CORRESPOND TO THE SHAPE OF THE TYPICAL SECTIONS INDICATED ON THE CONSTRUCTION PLANS. MATERIAL REMOVED FROM THE EXCAVATION SHALL BE USED IN FORMING THE FILL. FILL MATERIAL SHALL BE REASONABLY FREE FROM ROOTS, OTHER ORGANIC MATERIAL, TRASH AND STONES HAVING MAXIMUM DIMENSIONS GREATER THAN 6 INCHES (6 INCHES IN TRENCHES FOR UTILITIES). NO FROZEN MATERIAL WILL BE PERMITTED IN THE FILL. STONES HAVING A MAXIMUM DIMENSION OF 4 INCHES WILL NOT BE PERMITTED IN THE UPPER SIX INCHES OF FILL OR EMBANKMENT OR UTILITY TRENCH. THE MATERIAL SHALL BE PLACED IN SUCCESSIVE HORIZONTAL LAYERS NOT MORE THAN 8 INCHES THICK, UNLESS OTHERWISE NOTED, IN LOOSE DEPTH FOR THE WIDTH OF THE CROSS-SECTION AND SHALL BE COMPACTED TO AT LEAST 97 PERCENT OF THE MAXIMUM LABORATORY DRY DENSITY ACCORDING TO STANDARD PROCTOR (ASTM D-698, AASHTO 199). MOISTURE SHALL BE WITHIN 3 PERCENT OF THE OPTIMUM MOISTURE CONTENT. THE TOP 12 INCHES OF THE PAVING, PARKING AND/OR ROADWAY SUB-GRADE SHALL BE COMPACTED TO 97 PERCENT OF THE MAXIMUM DRY DENSITY (STANDARD PROCTOR). EACH LIFT SHALL BE ROLLED WITH A VIBRATORY ROLLER, A SHEEPSFOOT ROLLER, OR A LOADED RUBBER Tired DUMP TRUCK, SCRAPER OR LOADER. IF THE SOIL IS TOO DRY, A WATER TRUCK WITH SPREADER BAR OR SPRAY HOSE SHALL BE USED TO BRING THE SOIL TO THE PROPER MOISTURE RANGE. THE WATER SHALL BE THOROUGHLY AND PROPERLY MIXED WITH THE SOIL PRIOR TO COMPACTION.
5. STORM DRAIN PIPES SHALL BE PLACED ON FIRM BOTTOM AND HAND TAMPED TO SAFE UP THE PIPE. A CUSHION OF SOIL SHALL BE TAMPED ABOVE THE CROWN OF THE PIPE IN ACCORDANCE WITH THE PIPE MANUFACTURER'S RECOMMENDATIONS SO THAT THE HEAVIER COMPACTION EQUIPMENT CAN THEN BE USED TO BRING THE SOIL TO A DENSITY AS DESCRIBED ABOVE FOR FILL AREAS.
6. IF SOILS INVESTIGATION REPORT IS PROVIDED, THEN FOLLOW THE RECOMMENDATIONS OF THE REPORT IF THEY EXCEED THE RECOMMENDATIONS OF THESE SPECIFICATIONS.

TOPSOIL:

1. UNLESS OTHERWISE SPECIFIED, AREAS DESIGNATED FOR GRADING OPERATIONS THAT CONTAIN A BLANKET OF TOPSOIL SHALL BE STRIPPED AND PLACED IN CONVENIENT STOCKPILES FOR LATER USE AS A TOPSOIL BLANKET ON THE NEW GRADED AREAS SPECIFIED HEREIN, OR AS DESIGNATED. TOPSOIL SHALL BE STRIPPED FROM ALL AREAS DESIGNATED TO RECEIVE FILL. THE STRIPPING OF MATERIAL FOR TOPSOIL SHALL BE CAREFULLY DETERMINED AND ONLY THE QUANTITY REQUIRED SHALL BE STOCKPILED. MATERIAL STOCKPILED IN A SATISFACTORY MANNER TO AVOID PROPER DRAINAGE WHEN GRADING OPERATIONS PERMIT, INSTEAD OF STOCKPIILING, THE TOPSOIL SHALL BE HAULED AND SPREAD DIRECTLY ON THE AREAS DESIGNATED TO RECEIVE TOPSOIL.

ROCK EXCAVATION:

1. IF ROCK IS ENCOUNTERED, CLEAR AWAY EARTH TO EXPOSE MATERIAL. NOTIFY OWNER AND RECEIVE WRITTEN INSTRUCTIONS PRIOR TO EXCAVATION. REMOVE ROCK TO A DEPTH OF 6 INCHES BELOW AND 8 INCHES ON EACH SIDE OF PIPES IN TRENCHES. A MEASUREMENT OF EXTENT OF ROCK TO BE REMOVED SHALL BE MADE. ROCK EXCAVATION SHALL BE PAID FOR IN ACCORDANCE WITH AGREEMENT WITH THE OWNER.

DEMOLITION NOTES

EXISTING STRUCTURES & FACILITIES:

1. THE LOCATIONS OF ALL EXISTING FACILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER / LANDSCAPE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ON-SITE LOCATIONS OF EXISTING UTILITIES.
2. THE CONTRACTOR SHALL FURNISH ALL MATERIALS, LABOR, SUPERVISION AND EQUIPMENT REQUIRED FOR THE ORDERLY DEMOLITION AND REMOVAL OF EXISTING STRUCTURES, PAVEMENT, AND UTILITIES AS SHOWN ON THE DRAWINGS AND DESCRIBED HEREIN.
3. THE CONTRACTOR IS REQUIRED TO FAMILIARIZE HIM/HERSELF WITH THE STRUCTURES TO BE DEMOLISHED. A BRIEF DESCRIPTION OF THE STRUCTURES PROPOSED TO BE INSTALLED AND DEMOLISHED ARE INCLUDED FOR THE CONTRACTOR'S CONVENIENCE ONLY.
4. THE FOLLOWING LIST OF STRUCTURES REQUIRING DEMOLITION IS INCLUDED FOR THE CONTRACTOR'S CONVENIENCE ONLY. THE DRAWINGS INDICATE THE SCOPE OF THE DEMOLITION WHERE DEMOLITION IS REQUIRED (SEE CORRESPONDING PLANS):
 - 4.1. DEMOLITION AND REMOVAL OF EXISTING ON-SITE ASPHALT, CONCRETE, PAVING, AND CURBING TO LIMITS OF DISTURBANCE/DEMOLITION AS SHOWN ON THE CORRESPONDING PLANS. CONTRACTOR TO VERIFY AND COORDINATE ANY DISCREPANCIES AND/OR CONCERNS WITH ENGINEER/LANDSCAPE ARCHITECT ACCORDINGLY.
5. ALL ON-SITE UNDERGROUND STRUCTURES AND PIPING MUST BE COMPLETELY REMOVED AND OVER-EXCAVATED BY A MINIMUM OF 12" BENEATH THE STRUCTURES. CONTRACTOR SHALL USE APPROVED FILLING MATERIAL FOR FILLING THESE AREAS. FILL SHALL BE CLEAN WITH LESS THAN 50% PASSING THE #200 SIEVE, PLASTICITY INDEX LESS THAN 10, WITH MAXIMUM PARTICLE SIZE OF 1.25 INCHES, AND SHALL BE PLACED IN LOOSE LIFTS NOT EXCEEDING 8 INCHES IN THICKNESS AND COMPACTED TO AT LEAST 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (AASHTO 199).
6. ALL EXISTING STRUCTURES, PAVEMENTS, SLABS, FOUNDATIONS, STEPS AND OTHER EXISTING FEATURES INDICATED ON THE DRAWINGS TO BE REMOVED SHALL BE DEMOLISHED AND REMOVED BY THE CONTRACTOR. REMOVE NO STRUCTURE SUBSTANTIALLY AS A WHOLE. DEMOLISH COMPLETELY ON THE PREMISES.
7. ALL EXISTING SEWERS, PIPING, UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. CONTRACTOR SHALL GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH THE WORK.
8. CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION FOR PERSON AND PROPERTY AT ALL TIMES. HE OR SHE SHALL EXECUTE THE WORK IN A MANNER THAT AVOIDS HAZARDS TO PERSONS AND PROPERTY, AND THAT PREVENTS INTERFERENCE WITH THE USE AND ACCESS TO ADJACENT PROPERTIES, BUILDINGS, AND ADJACENT STREETS, STREETS AND SIDEWALKS SHALL NOT BE BLOCKED BY DEBRIS AND EQUIPMENT.
9. CONTRACTOR MUST STOP OPERATION AND NOTIFY THE OWNER FOR PROPER DIRECTION IF ANY ENVIRONMENTAL OR HEALTH RELATED CONTAMINATE IS ENCOUNTERED DURING THE DEMOLITION AND/OR EXCAVATION PROCESS.

DISPOSAL:

10. REMOVE AND LEGALLY DISPOSE OF ALL OTHER RUBBISH, RUBBLE, AND DEBRIS. ALL REFUSE AND MISCELLANEOUS ITEMS TO BE REMOVED, THAT ARE NOT TO BE STOCKPILED FOR LATER USE ON THE PROJECT OR DELIVERED TO THE OWNER, SHALL BE LEGALLY DIPOSED OF OFF-SITE BY THE CONTRACTOR IN ACCORDANCE WITH ANY AND ALL APPLICABLE LAWS, STANDARDS, AND REGULATIONS SET FORTH BY LOCAL, STATE, AND FEDERAL OFFICIALS THAT GOVERN THE DISPOSAL OF WASTE AND DEBRIS.

PAVEMENT REMOVAL:

11. WHERE EXISTING PAVEMENT IS TO BE REMOVED, CONTRACTOR SHALL SAW-CUT THE SURFACING LEAVING A UNIFORM AND STRAIGHT EDGE WITH THE MINIMAL DISTURBANCE POSSIBLE TO THE REMAINING ADJACENT SURFACING. IF CONSTRUCTION RESULTS IN RAVELING OF THE SAW-CUT SURFACE, RECUT BACK FROM THE RAVELED EDGE PRIOR TO RESTORATION.
12. WHERE EXISTING PAVEMENT, CURB, CURB AND GUTTER, SIDEWALK, DRIVEWAY OR VALLEY GUTTER IS TO BE REMOVED FOR THE PURPOSE OF CONSTRUCTION OR REMOVING BOX CULVERTS, PIPE, INLETS, MANHOLES, APPURTENANCES, FACILITIES OR STRUCTURES, SAID PAVEMENT, ETC., THE SAID OR PROPOSED STRUCTURE SHALL BE REPLACED AND RESTORED IN EQUAL OR BETTER CONDITION THAN THE ORIGINAL. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, MATERIALS, EQUIPMENT, TOOLS, SUPPLIES, AND ANY OTHER NECESSARY EQUIPMENT AS REQUIRED BY PROJECT AND SITE REQUIREMENTS.

ACCESS:

13. CONTINUOUS ACCESS SHALL BE MAINTAINED FOR THE SURROUNDING PROPERTIES AT ALL TIMES DURING THE DEMOLITION PROCESS OF THE EXISTING FACILITIES AND SITE.

PERMITTING:

14. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ANY REQUIRED PERMITTING FOR DEMOLITION FROM THE RESPONSIBLE AUTHORITIES AND REGULATIONS AND FULLY ACKNOWLEDGE AND COMPLY WITH ALL REQUIREMENTS PRIOR TO COMMENCING OF DEMOTION WORK.
15. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE THE EXTENT OF DEMOLITION REQUIRED IN ORDER TO PERFORM THE CONTRACT WORK FOR THIS PROJECT. THE CONTRACTOR SHALL CONDUCT SITE VISITS AND SHALL EXAMINE ALL OF THE INFORMATION WITHIN THESE DOCUMENTS AND ALL DISCREPANCIES AND/OR OMISSIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LEAD ENGINEER/ARCHITECT PRIOR TO BID SUBMITTAL.
16. CONTRACTOR SHALL LIMIT ALL DEMOLITION ACTIVITY TO THAT AREA DELINEATED IN THE DRAWING AND APPROVED BY OFFICIALS.
17. ALL OTHER EXISTING UTILITIES INCLUDING BUT NOT LIMITED TO STORM DRAINAGE, GAS, ELECTRIC, TELEPHONE, AND WATER & SEWER SHALL BE PRESERVED AND PROTECTED AT ALL TIMES AS NEEDED AND AS REQUIRED.

STAKING AND SURVEYING NOTES

STAKING:

1. THE CONTRACTOR SHALL PERFORM ALL CONSTRUCTION STAKING AND CONSTRUCTION ACTIVITIES BASED ON THE LATEST APPROVED DESIGN PLANS AND/OR DESIGN FILE(S) AS PROVIDED AND AS WARRANTED BY CLIENT AND PROJECT NEEDS.
2. PRIOR TO COMMENCING CONSTRUCTION STAKING OR CONSTRUCTION ACTIVITIES, THE CONTRACTOR AND/OR STAKING SURVEYOR SHALL CONFIRM WITH THE PROJECT LEAD ENGINEER/ARCHITECT, WHO'S RESPONSIBLE FOR THIS PROJECT, THAT THE LATEST PLANS AND/OR DESIGN FILE(S) ARE BEING UTILIZED.
3. THE ENGINEER/LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR OWNERS, CONTRACTORS OR SURVEYORS STAKING AND/OR PERFORMING CONSTRUCTION ACTIVITIES BASED ON OUT-OF-DATE DESIGN PLANS AND/OR DESIGN FILES.
4. CONSTRUCTION STAKING SHALL ADHERE TO THE HORIZONTAL AND VERTICAL DATUM LISTED IN THIS CONSTRUCTION SET AND AS PROVIDED IN THE CORRESPONDING FILES, NOTES, AND/OR DRAWINGS.

TOLERANCES & DISCREPANCIES:

5. IF, DURING CONSTRUCTION STAKING OR CONSTRUCTION ACTIVITIES, SURVEY DISCREPANCIES ARE ENCOUNTERED WITH REGARD TO THE DESIGN PLANS OR DESIGN FILE, WORK SHOULD CEASE AND THE LEAD ENGINEER/LANDSCAPE ARCHITECT SHOULD BE NOTIFIED IMMEDIATELY TO RESOLVE THE ISSUE OR ISSUES. THE ENGINEER / LANDSCAPE ARCHITECT CAN NOT BE HELD RESPONSIBLE OR LIABLE FOR ISSUES THAT THEY HAVE NOT RECEIVED NOTIFICATION.
6. THE CONSTRUCTION TOLERANCES SHOWN IN THE CORRESPONDING DRAWINGS, NOTES, AND/OR FILES, IN GENERAL, REPRESENT INDUSTRY STANDARDS. HOWEVER, EXCEPTIONS CAN BE MADE IF IT IS DETERMINED THAT CERTAIN DEVIATED CONSTRUCTION ACTIVITIES DO NOT ADVERSELY AFFECT THE DESIGN REQUIREMENTS OR FUNCTIONALITY. THE LEAD ENGINEER/LANDSCAPE ARCHITECT WILL EVALUATE CONSTRUCTION ACTIVITIES THAT DEViate FROM THE DESIGN PLANS ON A CASE-BY-CASE BASIS. IF IT IS DETERMINED THAT THE CERTAIN DEVIATED CONSTRUCTION ACTIVITIES DO ADVERSELY AFFECT THE DESIGN REQUIREMENTS, FUNCTIONALITY, AND INTENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING OR REPAIRING ALL ITEMS TO THE PLANS AND SPECIFICATIONS AS DETERMINED AND REQUIRED BY DESIGN PROFESSIONAL, AT THE CONTRACTOR'S EXPENSE.

CIVIL ENGINEERING DESIGN TOLERANCES FOR PROJECT:

GENERAL GRADING:	±0.10 FEET	RETAINING WALLS:	±0.05 FEET
ALL PIPE/CONDUITS:	±0.05 FEET	SITE FEATURES (SPOt ELEV., ETC.)	±0.05 FEET
DRAINAGE STRUCTURES:	±0.05 FEET	UTILITY ELEVATIONS:	±0.10 FEET
SANITARY SEWER STRUCTURES:	±0.05 FEET	EROSION CONTROL BMPs:	±0.05 FEET
STORMWATER POND FEATURES:	±0.05 FEET		

DAM DESIGN TOLERANCES FOR PROJECT:

DAM CREST ELEVATION:	±0.05 FEET	SPILLWAY ELEVATIONS:	±0.05 FEET
GENERAL GRADING:	±0.10 FEET	ALL DRAINAGE SYSTEMS:	±0.10 FEET
RETAINING WALLS:	±0.10 FEET	DAM CREST PARAPET WALL:	±0.05 FEET
UTILITIES:	±0.10 FEET	EROSION CONTROL BMPs:	±0.10 FEET
EMBANKMENT SLOPES:	AT OR FLATTER THAN DESIGN SLOPES		

AS-BUILT & SPECIFICATIONS:

7. THE ENGINEER/LANDSCAPE ARCHITECT SHOULD BE PROVIDED WITH AN AS-BUILT SURVEY OF THE PROJECT FOR REVIEW AND APPROVAL AFTER THE PROJECT IS COMPLETE. CONTRACTOR IS RESPONSIBLE FOR COORDINATING EFFORTS WITH DESIGN PROFESSIONAL.
8. SEE THE PROJECT SPECIFICATIONS FOR ADDITIONAL SITE SPECIFIC REQUIREMENTS REGARDING CONSTRUCTION, MATERIALS, TESTING, AND CERTIFICATIONS.

PROJECT GEOGRAPHICAL INFORMATION

PROJECT PROJECTION & DATUM:

HORIZONTAL DATUM: NAD83 GEORGIA STATE PLANES, WEST ZONE, US FOOT
VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)

BOUNDARY SURVEY:

SURVEYOR NAME: N/A
DATE OF SURVEY: N/A
TRACT OR PARCEL: +
HORIZONTAL DATUM: NAD83 GEORGIA STATE PLANES, WEST ZONE, US FOOT
VERTICAL DATUM: NORTH AMERICA VERTICAL DATUM OF 1988 (NAVD88)

TOPOGRAPHIC SURVEY:

SURVEYOR NAME: MICHAEL FOLEY, GA RLS #3346
DATE OF SURVEY: 8.14.23
TRACT OR PARCEL: +
HORIZONTAL DATUM: NAD83 GEORGIA STATE PLANES, WEST ZONE, US FOOT
VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)

GEOGRAPHICAL INFORMATION SYSTEMS (GIS) DATA UTILIZED:

TOPOGRAPHIC DATA: USGS DATASET
PARCEL DATA: CARROL COUNTY Q PUBLIC DATASET
ADDITIONAL DATA: N/A

GEORGIA COMP. R. & REGS. R. 180-6-.09:

THE TOPOGRAPHIC AND ELEVATION DATA SHOWN HEREON WAS OBTAINED FROM USGS AND FIELD RUN SURVEY AND IS NOT CERTIFIED AS CORRECT BY THIS ENGINEER. USERS OF THIS DATA DO SO AT THEIR OWN RISK.

CONSTRUCTION & MATERIAL QUANITIES				
Item No.	Item Description	Material / Notes	Quantity	Unit
SITEWORK				
1.0	Clearing and Grubbing			
1.1	Borrow Area	Unknown Area (Provide Unit Price)	1	AC
2.0	Removal of Water			
2.1	Initial Removal (Existing Dam)	--	1	JOB
2.2	Removal Throughout Construction	--	1	JOB
3.0	Grading			
3.1	Scour Repair	--	100	CY
4.0	Upstream Slope Repair - Option 1			
4.1	Rip Rap	GDOT Type 1 (D50 = 12in, Thickness = 30")	200	TONS
4.2	Geotextile	Non-Woven, Needle Punched, 8oz/SY	175	SY
5.0	Upstream Slope Repair - Option 2			
5.1	Reinforced Concrete Wall	4,000 PSI Steel Reinforced Concrete	100	CY
6.0	Toe / Foundation Drain			
6.1	Toe Drain Conduit	Sch. 40 PVC (Perforated)	130	LF
6.2	Toe Drain Outlet Conduit	Sch. 40 PVC (Non-Perforated)	90	LF
6.3	Coarse Drainfill	GDOT #57 Stone	105	TONS
6.4	Geotextile	Non-Woven, Needle Punched, 8oz/SY	220	SY
6.5	Fine Drainfill	C-33 Sand	95	TONS
6.6	Animal Guard		2	EA
EROSION CONTROL				
7.0	Dam Area Vegetation & Structural Measures			
7.1	Silt Fence	Sd1-S	350.0	LF
7.2	Temporary Vegetation	Ds1, Ds2	0.20	AC
7.3	Permanent Vegetation	Ds3	0.20	AC
7.4	Construction Exit	Co	1.0	EA
7.5	Haybale Check Dam	Cd-Hb	3.0	EA
7.6	Erosion Control Testing	NPDES Monitoring	1.0	JOB
OTHER				
8.0	Mobilization / Demobilization			
8.1	JOB		1	JOB
NOTES				
1	Any discrepancies or questions regarding bidding or bid items should be directed to the design professional responsible for the project. Design Professional: J. Brian Kimsey, PE Carter Engineering Consultants brian@carterengineering.net 770-725-1200			
2	All questions should be direct to the design professional in writing.			
3	Additional line items, add/alternates, or contractor proposed work may be attached to bids and considered by the design professional.			
4	The construction quantities shown herein do not include: Construction Testing, Construction Monitoring, EOR Inspections or Surveying			
5	This Bid Sheet should be considered "Preliminary". Quantities, materials, and line items are subject to change based on approved plans labelled "Issue for Construction"			
6	Contractor shall independently verify all materials and quantities on this list.			
Unit Price Descriptions				
Unit Abbreviation	Unit Description	Unit Type		
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TONS	TONS	WEIGHT		
JOB	JOB	SINGLE PAYMENT		

REVISION BLOCK							
REVISION DATE & DESCRIPTION							
ISSUE	1	2	3	4	5	6	7
10.10.23 - INITIAL SUBMITTAL	...	...	...	...	...	...	...



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1010 COMMERCE DRIVE
BOGART, GA 30622

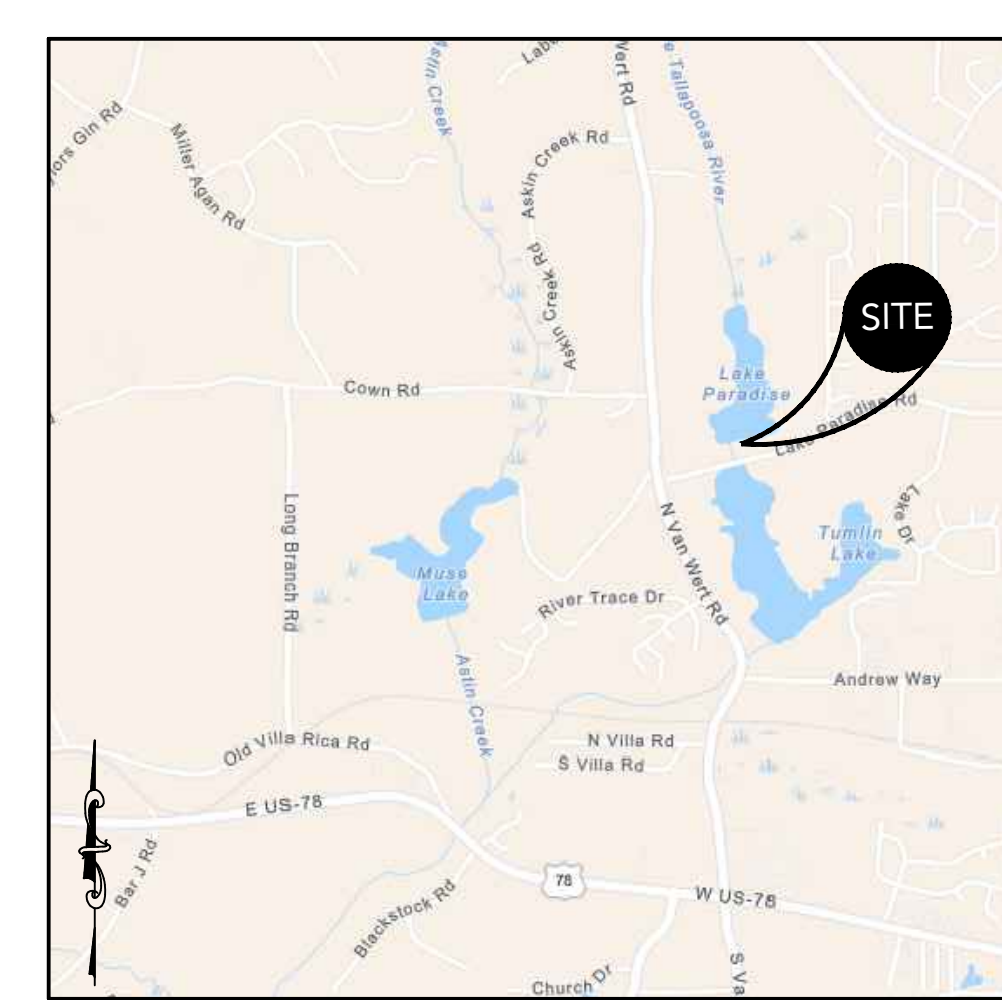
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EARTHEN DAM DESIGN
PLANS
OF
LAKE PARADISE DAM
022-054-02636 - 33.752222, -84.960556

SHEET TITLE:	
GENERAL NOTES	
PROJECT NAME:	
CITY OF VILLA RICA	
SHEET NUMBER:	
C 2.0	
PROJECT NUMBER:	
22001CVR	
DATE:	
10.10.23	

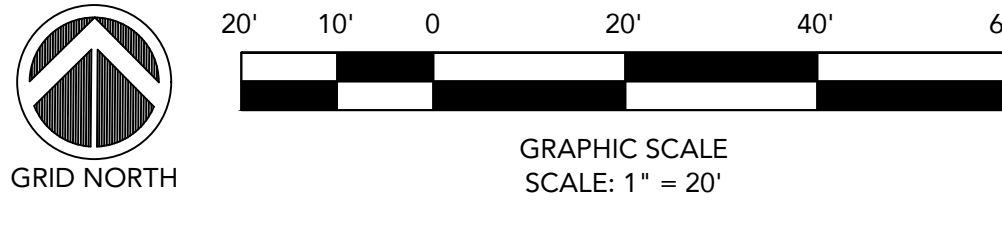


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LOCATION MAP
SCALE: N.T.S.

PROJECT INFORMATION	
DRAWING SET PREPARED BY: CARTER ENGINEERING CONSULTANTS, INC. 1010 COMMERCE DRIVE BOGART, GA 30622 CONTACT: BRIAN KIMSEY, P.E. PHONE: 770.725.1200 BRIAN@CARTERENGINEERING.COM	OWNER/DEVELOPER: CITY OF VILLA RICA 571 WEST BANKHEAD HIGHWAY VILLA RICA, GA 30180 CONTACT: LOUISE CLARKE 678.840.1210 LCLARK@VILLARICA.GOV
SITE INFORMATION	
JURISDICTION	CITY OF VILLA RICA
PROPERTY LOCATION	2377 LAKE PARADISE ROAD VILLA RICA, GA 30180
PARCEL NUMBER	146.0630
CURRENT ZONING	I2 (INDUSTRIAL MEDIUMDISTRICT)
PROPOSED ZONING	I2 (INDUSTRIAL MEDIUMDISTRICT)
OVERLAY DISTRICT	*NONE
EXISTING USE	EXISTING RESERVOIR
PROPOSED USE	EXISTING RESERVOIR
BUFFERS REQUIRED	25' STATE WATERS BUFFER
FEMA FLOOD INSURANCE RATE MAP NO.	13045C0040D
FEMA FIRM DATE	9/19/2007
FEMA SFHA ZONE	ZONE A
UNDERGROUND UTILITY DISCLAIMER: THE UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM FIELD INFORMATION AND/OR EXISTING DRAWINGS. CARTER ENGINEERING DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. CARTER ENGINEERING DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE OWNER, HIS/HER EMPLOYEES, CONSULTANTS AND CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE CARTER ENGINEERING IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION REGARDING THE UNDERGROUND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES SHOWN HEREON. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD LOCATE ALL UTILITIES PRIOR TO COMMENCING WORK AND NOTIFY ENGINEER IF A DISCREPANCY IS FOUND. SPECIFICALLY, THE CONTRACTOR SHALL VERIFY THE INVERT ELEVATIONS OF ALL EXISTING STORM AND SANITARY SEWER STRUCTURES PRIOR TO COMMENCEMENT OF STORM AND SANITARY SEWER CONSTRUCTION.	



REVISION BLOCK

ISSUE	REVISION DATE & DESCRIPTION
1	10.10.23 - INITIAL SUBMITTAL
2	
3	
4	
5	
6	
7	
8	

GEORGIA
REGISTERED
PROFESSIONAL
ENGINEER
BRIAN KIMSEY

GSWCC Level II Certification
No. 000000003007

E

CARTER
ENGINEERING

CARTER ENGINEERING
1010 COMMERCE DRIVE
BOGART, GA 30622
P: 770.725.1200
F: 770.725.1204
www.carterengineering.com

EARTHEN DAM DESIGN
PLANS
OF
LAKE PARADISE DAM

022.054.02636 - 33.752222, -84.960556

SHEET TITLE:
EXISTING SITE PLAN

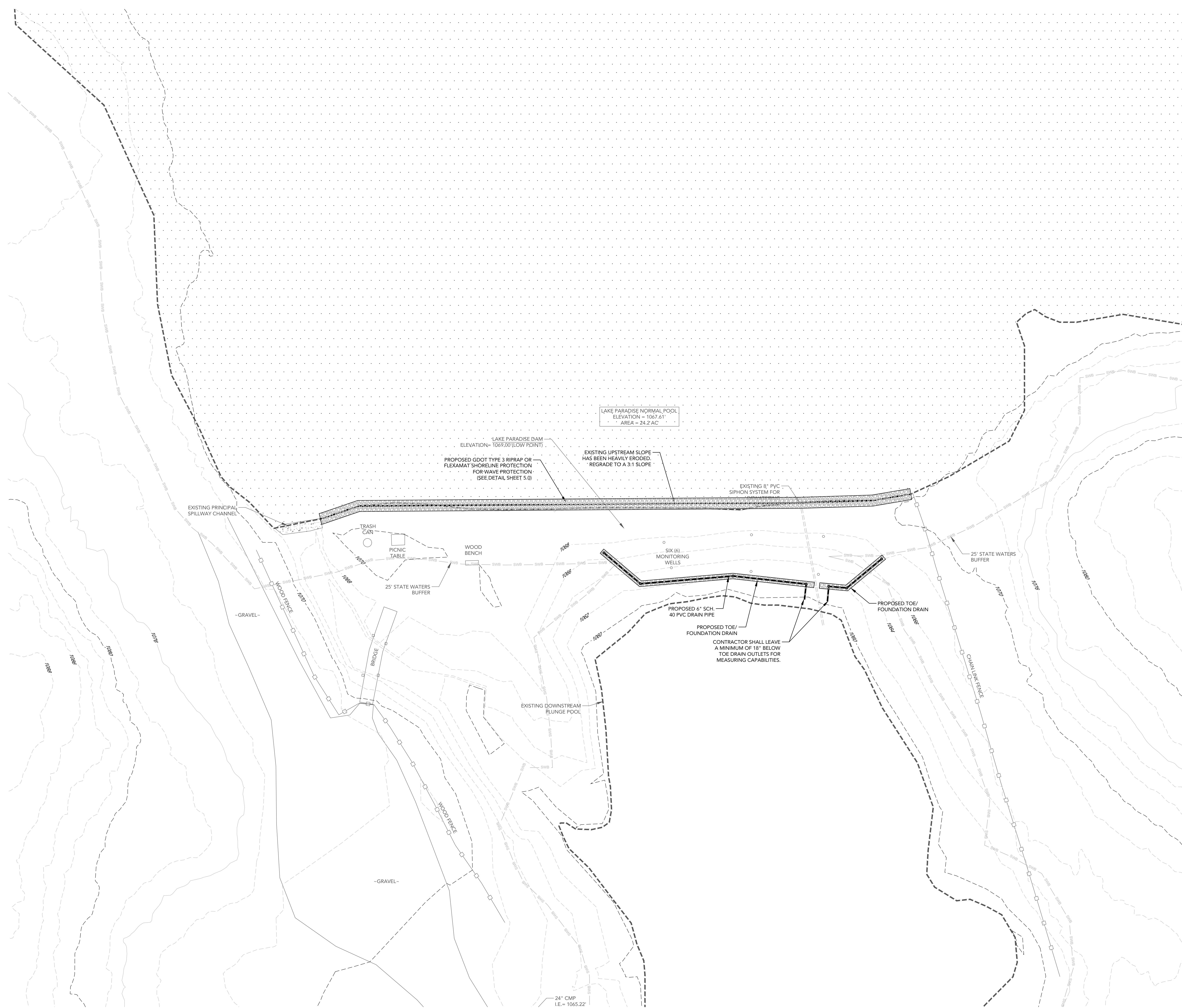
PROJECT NAME:
CITY OF VILLA
RICA

SHEET NUMBER:
C 3.0

PROJECT NUMBER:
22001CVR

DATE:
10.10.23

ENGINEER/DESIGNER NOT RESPONSIBLE FOR COST CHANGES DURING PRELIMINARY PHASE. BIDS & QUOTES SHALL BE BASED ON PLAN SETS LABELED "ISSUE FOR BID". BIDS & QUOTES SHALL BE REVISED BASED ON PLANS LABELED "ISSUE FOR CONSTRUCTION".



PROJECT INFORMATION		OWNER/DEVELOPER
DRAWING SET PREPARED BY: CARTER ENGINEERING CONSULTANTS, INC.		CITY OF VILLARICA
1010 COMMERCIE DRIVE BOGART, GA 30622		571 WEST BANKHEAD HIGHWAY VILLARICA, GA 30180
CONTACT: BRIAN KIMSEY, P.E. PHONE: 770.725.1200		CONTACT: LOUISE CLARK 678.840.1210
BRIAN@CARTERENGINEERING.COM		LCLARK@VILLARICA.GOV
SITE INFORMATION		
JURISDICTION	CITY OF VILLARICA	
PROPERTY LOCATION	2377 LAKE PARADISE ROAD VILLARICA, GA 30180	
PARCEL NUMBER	146 0630	
CURRENT ZONING	I2 (INDUSTRIAL MEDIUM)DISTRICT	
PROPOSED ZONING	I2 (INDUSTRIAL MEDIUM)DISTRICT	
OVERLAY DISTRICT	"NONE"	
EXISTING USE	EXISTING RESERVOIR	
PROPOSED USE	EXISTING RESERVOIR	
BUFFERS REQUIRED	25' STATE WATERS BUFFER	
FEMA FLOOD INSURANCE RATE MAP NO.	13045C0004D	
FEMA FIRM DATE	9/19/2007	
FEMA SFHA ZONE	ZONE A	
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REVISION BLOCK	
ISSUE	REVISION DATE & DESCRIPTION
1	10.10.23 - INITIAL SUBMITTAL
2	
3	
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**EARTHEN DAM DESIGN
PLANS
OF
LAKE PARADISE DAM
022-054-02636 - 33,752222, -84.960556**

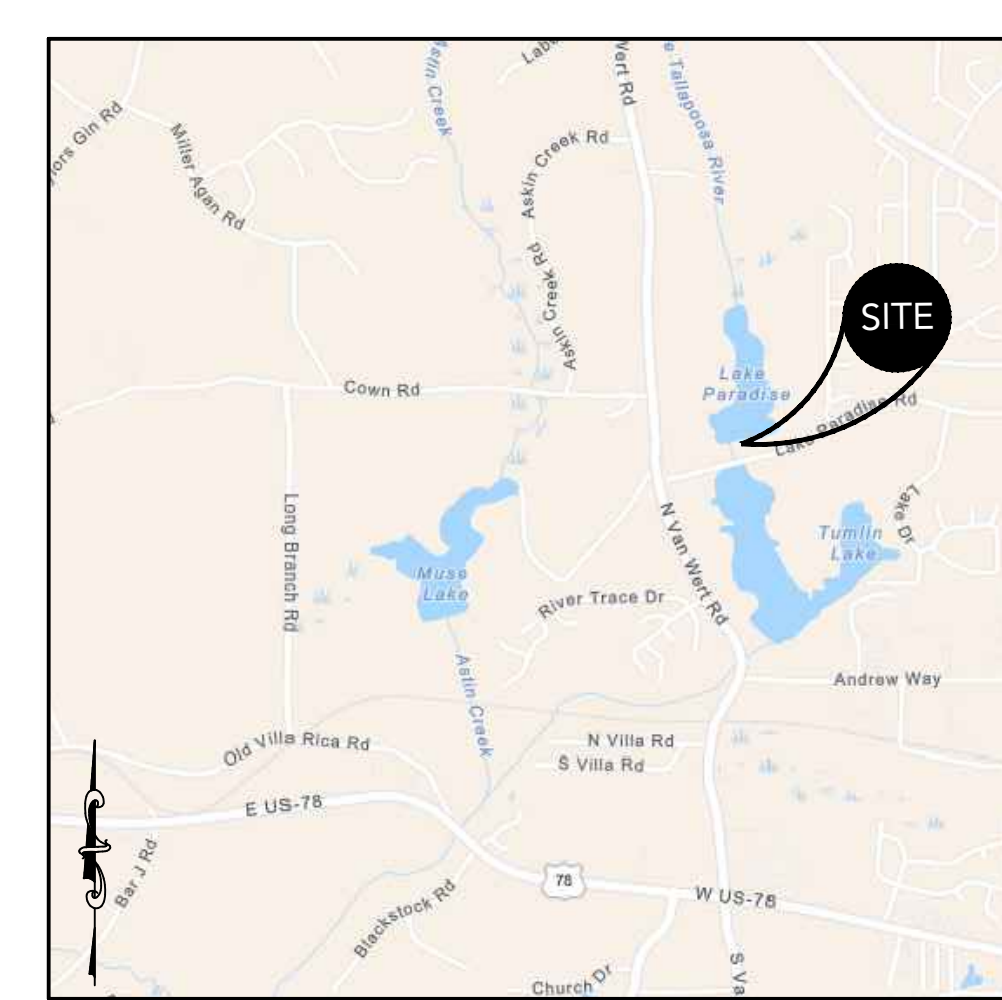
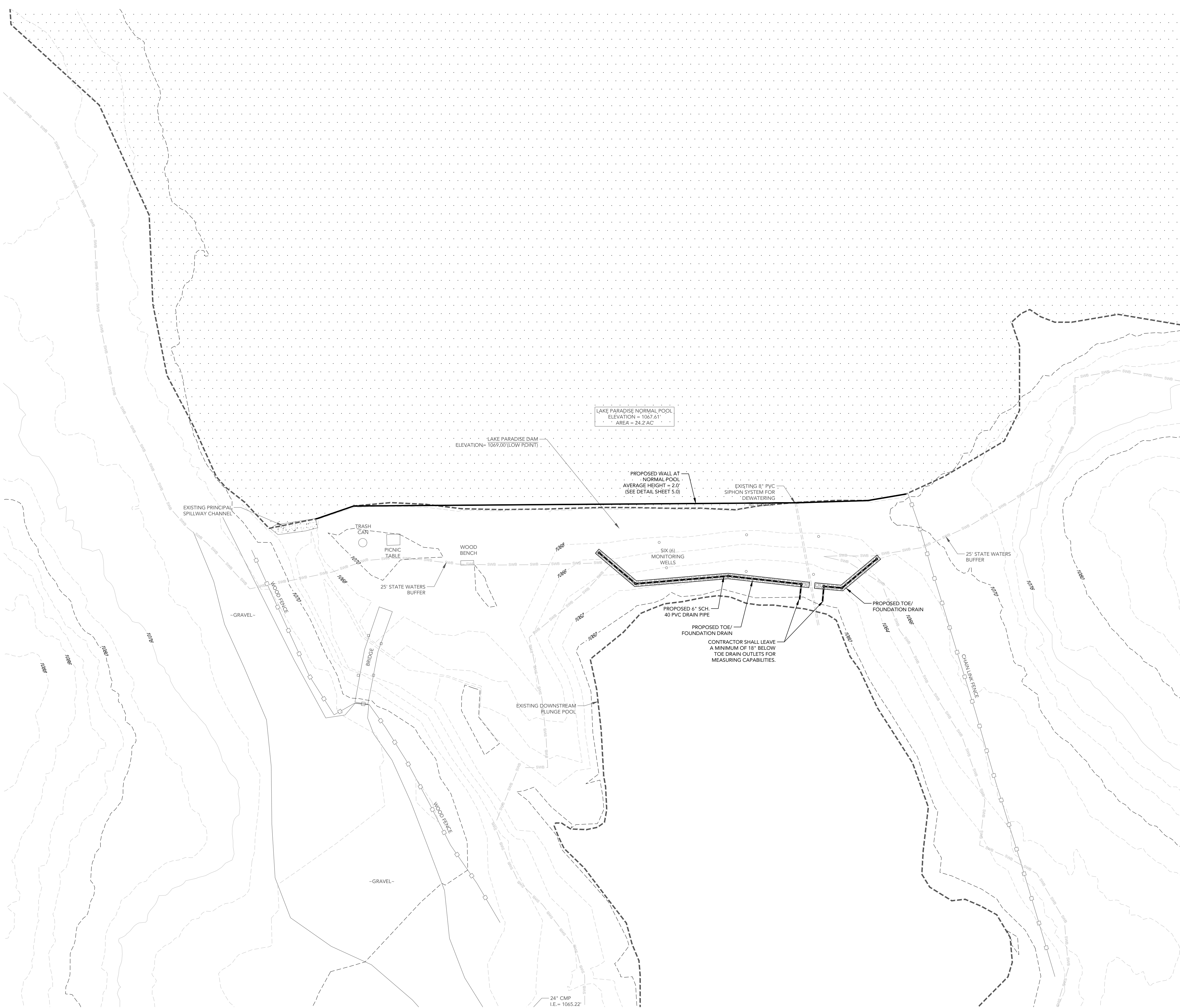
PROJECT NAME:

CITY OF VILLA
RICA

PROJECT NUMBER:
22001CVR

DATE: 10.10.23

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LOCATION MAP
SCALE: N.T.S.

PROJECT INFORMATION	
DRAWING SET PREPARED BY: CARTER ENGINEERING CONSULTANTS, INC. 1010 COMMERCE DRIVE BOGART, GA 30622 CONTACT: BRIAN KIMSEY, P.E. PHONE: 770.725.1200 BRIAN@CARTERENGINEERING.COM	OWNER/DEVELOPER: CITY OF VILLA RICA 571 WEST BANKHEAD HIGHWAY VILLA RICA, GA 30180 CONTACT: LOUISE CLARKE 678.840.1210 LCLARK@VILLARICA.GOV
SITE INFORMATION	
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PROPERTY LOCATION	2377 LAKE PARADISE ROAD VILLA RICA, GA 30180
PARCEL NUMBER	146.0630
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PROPOSED ZONING	I2 (INDUSTRIAL MEDIUMDISTRICT)
OVERLAY DISTRICT	*NONE
EXISTING USE	EXISTING RESERVOIR
PROPOSED USE	EXISTING RESERVOIR
BUFFERS REQUIRED	25' STATE WATERS BUFFER
FEMA FLOOD INSURANCE RATE MAP NO.	13045C0040D
FEMA FIRM DATE	9/19/2007
FEMA SFHA ZONE	ZONE A
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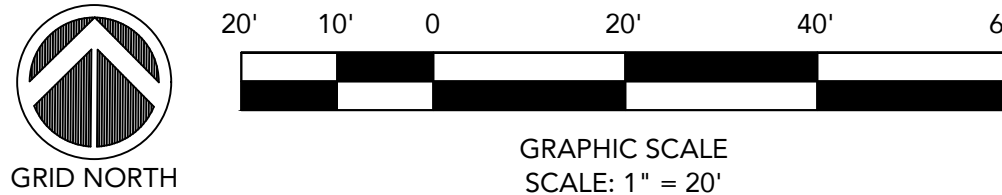
GSWCC Level II Certification
No. 000000003007

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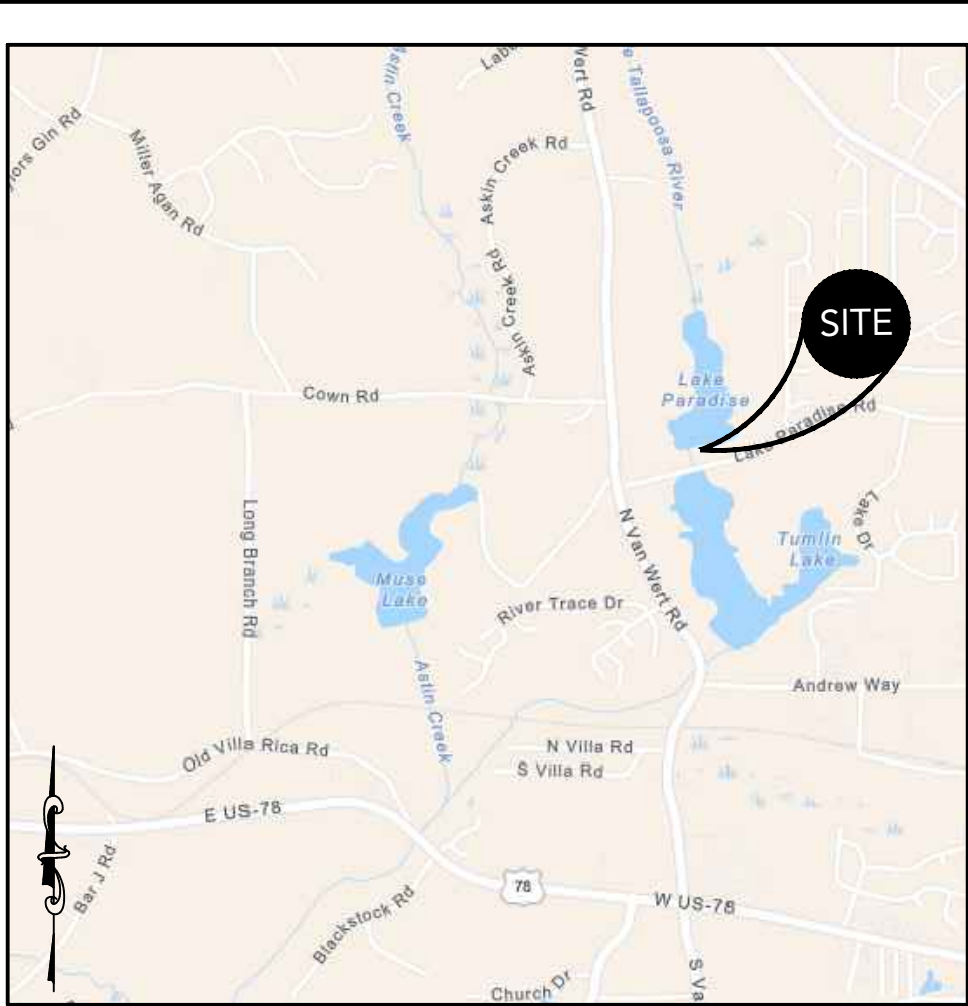
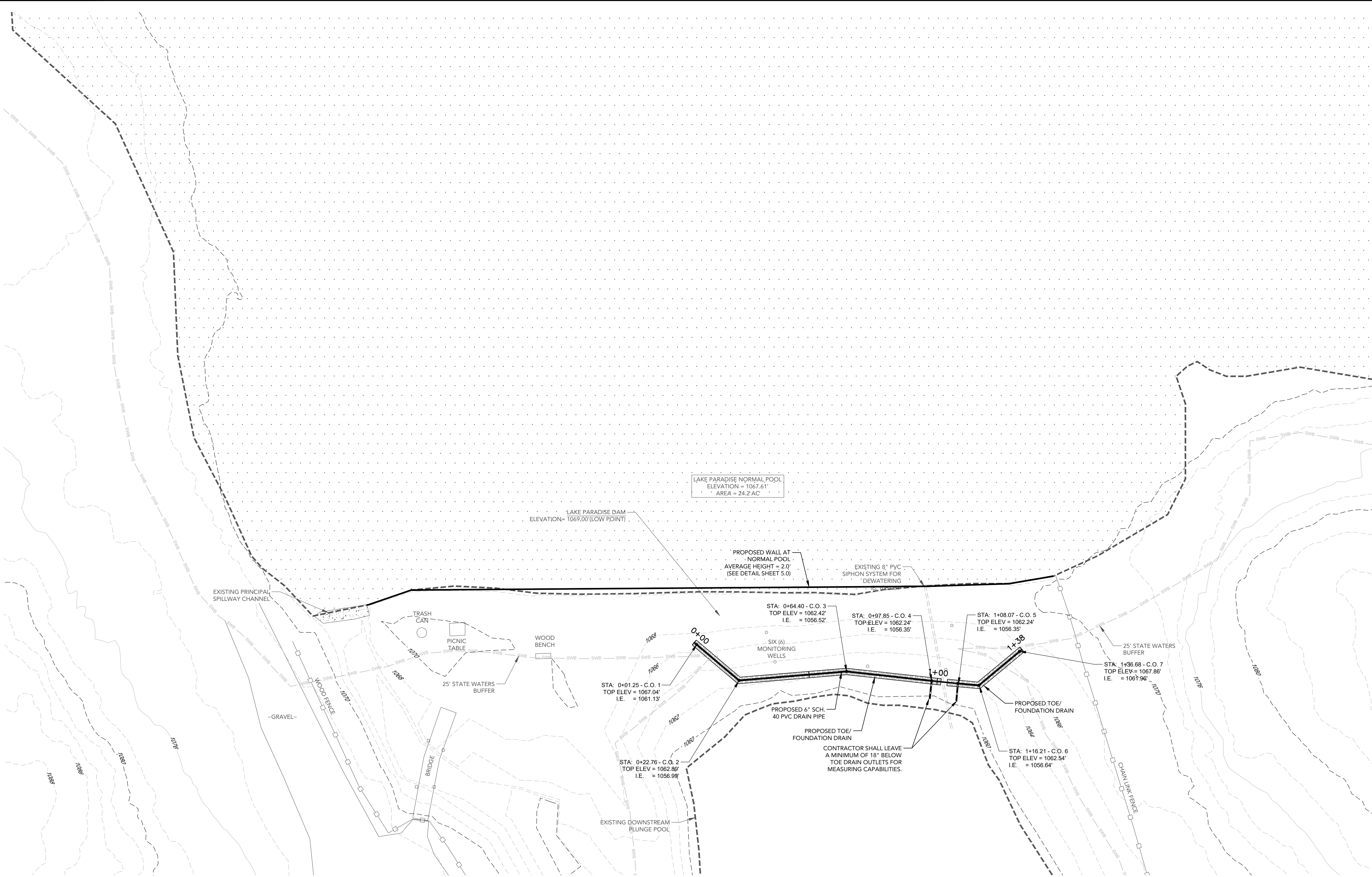
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EARTHEN DAM DESIGN
PLANS
OF
LAKE PARADISE DAM
022.054.02636 - 33.752222, -84.960556

SHEET TITLE: SITE PLAN OPTION 2
PROJECT NAME: CITY OF VILLA RICA
SHEET NUMBER: C 4.1
PROJECT NUMBER: 22001CVR
DATE: 10.10.23

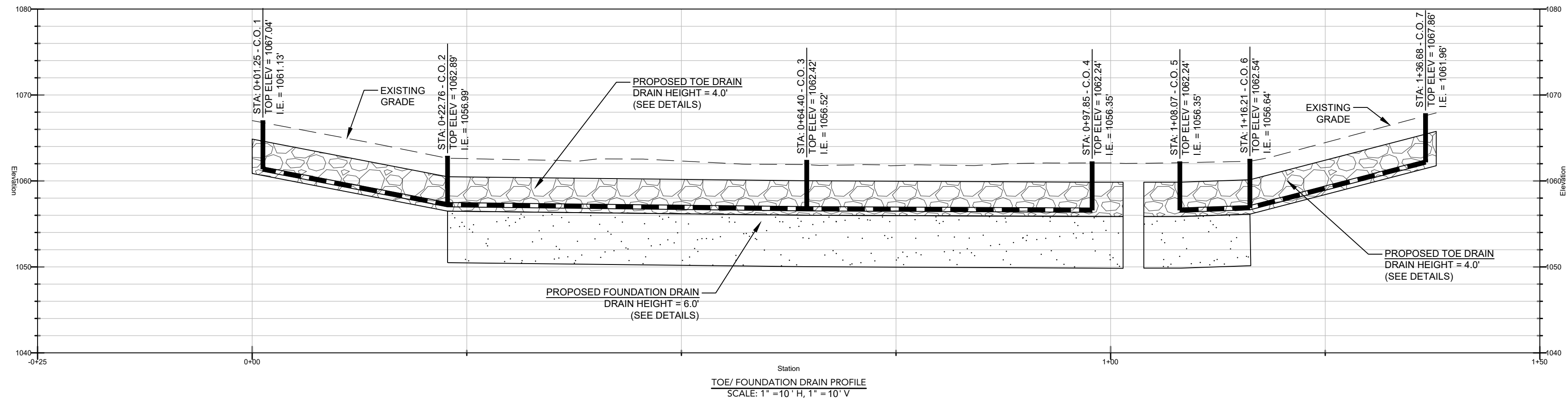


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LOCATION MAP
SCALE: N.T.S.

PROJECT INFORMATION	
DRAWING SET PREPARED BY: CARTER ENGINEERING CONSULTANTS, INC. 1010 COMMERCE DRIVE BOGART, GA 30622 CONTACT: BRIAN KIMSEY, P.E. PHONE: 770.725.1200 BRIAN@CARTERENGINEERING.COM	OWNER/DEVELOPER: CITY OF VILLA RICA 571 WEST BANKHEAD HIGHWAY VILLA RICA, GA 30180 CONTACT: LOUISE CLARKE 678.840.1210 LCLARK@VILLARICA.GOV
SITE INFORMATION	
JURISDICTION	CITY OF VILLA RICA
PROPERTY LOCATION	2377 LAKE PARADISE ROAD VILLA RICA, GA 30180
PARCEL NUMBER	146.0630
CURRENT ZONING	I2 (INDUSTRIAL MEDIUMDISTRICT)
PROPOSED ZONING	I2 (INDUSTRIAL MEDIUMDISTRICT)
OVERLAY DISTRICT	*NONE
EXISTING USE	EXISTING RESERVOIR
PROPOSED USE	EXISTING RESERVOIR
BUFFERS REQUIRED	25' STATE WATERS BUFFER
FEMA FLOOD INSURANCE RATE MAP NO.	13045C0040D
FEMA FIRM DATE	9/19/2007
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GRAPHIC SCALE
SCALE: 1" = 20'

EARTHEN DAM DESIGN
PLANS
OF
LAKE PARADISE DAM
022.054-02636 - 33.752222, -84.960556

SHEET TITLE:
DRAINAGE PLAN

PROJECT NAME:
CITY OF VILLA RICA

SHEET NUMBER:
C 4.2

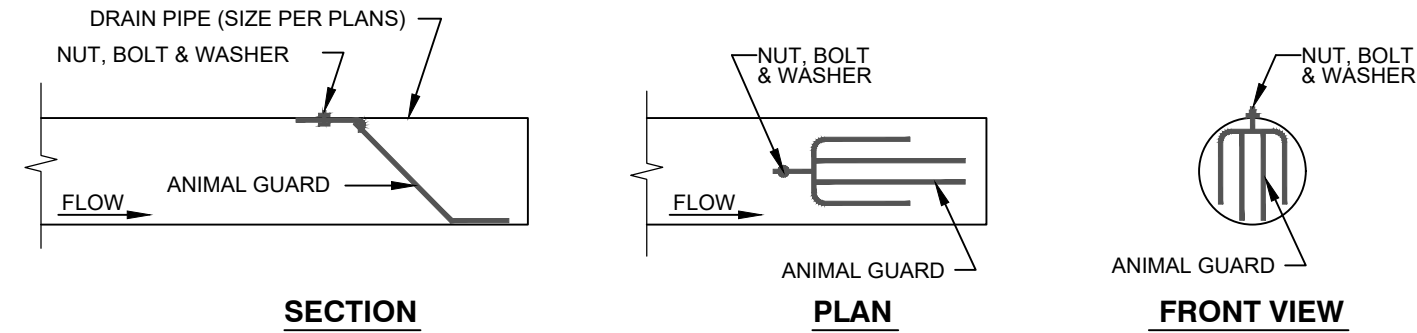
PROJECT NUMBER:
22001CVR

DATE:
10.10.23



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REVISION BLOCK	ISSUE	REVISION DATE & DESCRIPTION
1	2	10.10.23 - INITIAL SUBMITTAL
2	3	
3	4	
4	5	
5	6	
6	7	
7	8	



Technical drawing of a retaining wall cross-section, showing the stem, footing, and reinforcement details. The drawing includes the following dimensions and components:

- Stem Dimensions:**
 - Stem Width = 1'-0"
 - Wall Height = 5'-0" MAX
 - Top of Wall (TW)
 - Reinforcement: #4 @ 12" (vertical bars)
 - Clearance: 0'-3" (CLR.)
- Foundation Details:**
 - 4" SCH 40 PVC NON-PERFORATED DRAIN PIPE
 - 4" Ø WEEPHOLES AT 10' O.C. (MAX.) FIELD ADJUSTED LOCATION TO BE CENTERED BETWEEN VERTICAL REBAR
 - FINISHED GRADE (VARIES, SEE CIVIL PLANS)
 - 1'-0" MIN. EMBEDMENT
 - 0'-6"
 - 1.5" DEEP, 3.5" WIDE SHEAR KEY
 - Top of Footing (TF)
 - 0'-3" (CLR.)
- Footing Dimensions:**
 - Footing Thickness = 1'-0"
 - Toe Width = 2'-0"
 - Key Width = 1'-0"
 - Heel Width = 3'-6"
 - Total Footing Width = 6'-6"
 - Reinforcement: #4 @ 12" (horizontal bars)
 - Clearance: 0'-3" (CLR.)
 - Key Depth = 3'-0"
 - BF (Bottom Flange)

[illegible]

DAM UPSTREAM SLOPE

EL. 1070.11'

NORMAL POOL EL. ~ 1067.61'

EL. 1065.11'

DAM UPSTREAM SLOPE

GEOTEXTILE FABRIC
(NON-WOVEN NEEDLE PUNCHED - 80Z/ SY)

BEDDING MATERIAL
GDOT #57 STONE
LAYER THICKNESS = 9"

RIPRAP - 50/50 MIXTURE
GDOT TYPE 1 & GDOT TYPE 3

NOTES:

1. WAVE PROTECTION SHALL BE INSTALLED TO THE LIMITS SHOWN ON THE SITE & GRADING PLANS.
2. WAVE PROTECTIONS SHALL BE INSTALLED AS SHOWN ON THIS SECTION DETAIL.
3. ROCK SHALL BE PLACED CAREFULLY TO PREVENT PUNCTURE OF THE GEOTEXTILE FABRIC.

WAVE PROTECTION DETAIL
NOT TO SCALE

EXISTING UPSTREAM SLOPE

EXISTING TOP OF DAM

PROPOSED RETAINING WALL AT WATERLINE.
CONTRACTOR SHALL ENSURE 1" OF COVER OVER THE FOOTING.

NORMAL POOL EL. = 1067.61'

EXISTING SCOUR LOCATION ON UPSTREAM SLOPE

TYPICAL WALL CROSS SECTION
NTS

NOTE:

1. TOE DRAIN TO BE CONSTRUCTED FROM STATION: 0+00.00 TO 5+20.17
2. TOE DRAIN / FOUNDATION DRAIN COMBINATION SHOULD BE CONSTRUCTED FROM STATION: 0+50.00 TO 5+20.17
3. GEOTEXTILE SHALL BE 8oz/SY NEEDLE-PUNCHED, NON-WOVEN POLYPROPYLENE FABRIC WITH AN AOS OF 80 TO 100. ACCEPTABLE PRODUCTS INCLUDE: AMOCO 4553, MIRAFI 180N, TERRATEX N08 OR APPROVED EQUIVALENT.
4. NO FABRIC SHOULD BE PLACED IN WET OR MUDDY EXCAVATION
5. THE CONTRACTOR SHALL PROVIDE THE ENGINEER OF RECORD WITH MATERIAL PRODUCT SUBMITTAL FOR APPROVAL PRIOR TO ORDERING MATERIAL AND/ OR DELIVERING MATERIAL ONSITE.

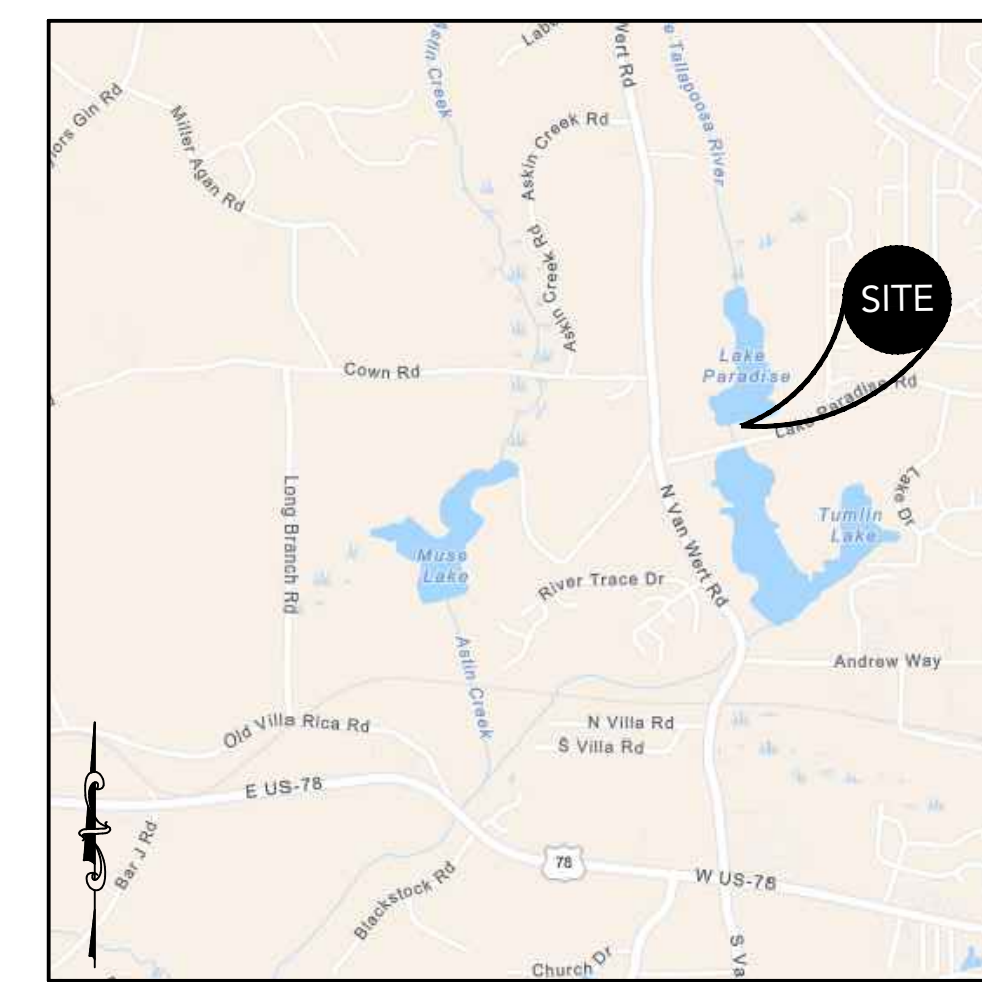
TOE & FOUNDATION DRAIN DETAIL
(NOT TO SCALE)

Professional Engineer Seal for J. Brian Kimsey, No. 26703, State of Georgia.



**EARTHEN DAM DESIGN
PLANS
OF
LAKE PARADISE DAM
022-054-02636 • 33.752222, -84.960556**

DATE: 10.10.23



PROJECT INFORMATION	
DRAWING SET PREPARED BY: CARTER ENGINEERING CONSULTANTS, INC. 1010 COMMERCIAL DRIVE BOGART, GA 30622 CONTACT: BRIAN KIMSEY, P.E. PHONE: 770.725.1200 BRIAN@CARTERENGINEERING.COM	OWNER/DEVELOPER: CITY OF VILLA RICA 571 WEST BANKHEAD HIGHWAY VILLA RICA, GA 30180 CONTACT: LOUISE CLARK 678.804.1212 LCLARK@VILLARICA.GA



GSWCC Level II Certification
No. 000000003007



CARTER ENGINEERING
1010 COMMERCE DRIVE
BOGART, GA 30622
P: 770.725.1200
F: 770.725.1204
www.carterengineering.com

Flexamat
PERMANENT EROSION CONTROL

REV - 3

1. AN ENGINEER OR MANUFACTURERS REPRESENTATIVE SHALL BE ONSITE FOR THE START OF THE INSTALLATION.
2. ALL SUBGRADE SURFACES PREPARED FOR PLACEMENT OF MATS SHALL BE SMOOTH AND FREE OF ALL ROCKS, STICKS, ROOTS, OTHER PROTRUSIONS, OF DEBRIS OF ANY KIND.
3. PRIOR TO FLEXAMAT PLUS INSTALLATION, SEED AND FERTILIZE THE SUBGRADE WITH SITE SPECIFIC SEED MIX IN ACCORDANCE WITH THE PROJECT PLANS AND SPECIFICATIONS.
4. INSTALL FLEXAMAT ROLLS THAT ARE 15.5' WIDE AND INCLUDE A 12" GEOGRID AND 6" PLUS UNDERLAYMENT EXTENSION FOR OVERLAPPING MATS. THE TOP EDGE OF MAT SHALL BE RECESSED 18" INTO THE SLOPE. INSTALL SUBSEQUENT MATS OVER THE 12" GEOGRID AND 6" PLUS EXTENSION OF THE DOWNSTREAM MAT INSTALLED ADJACENT MAT. MATS SHALL BE CONTINUOUS FOR ENTIRE LENGTH OF SLOPE.
5. SECURE OVERLAP SEAMS IN 2' INCREMENTS USING 18" U-ANCHORS. U-ANCHORS SHALL EXTEND AROUND 2 CORDS OF GEOGRID ON EACH MAT.
6. AT THE BEGINNING AND END OF THE SHORELINE/LEEVE PROTECTION, EMBED THE MAT 18" PAST THE ANTICIPATED SCOUR POINT. FILL AND COMPACT TERMINATION TRENCH WITH COHESIVE SOIL.
7. EXTEND FLEXAMAT 5' BELOW ORDINARY POOL ELEVATION.

SHEET TITLE: STANDARD DETAILS
PROJECT NAME: CITY OF VILLA RICA
SHEET NUMBER: C 5.1
PROJECT NUMBER: 22001CVR
DATE: 10.10.23

#4 24 HOUR CONTACT

LOUISE CLARKE: 678.840.1210

#5 PRIMARY PERMITTEE

CITY OF VILLA RICA
571 WEST BANKHEAD HIGHWAY
VILLA RICA, GA 30180
PHONE: 678.840.1210
EMAIL: LCLARK@VILLARICA.GOV

#6 PROJECT AREA

TOTAL SITE AREA: 133.30 ACRES
TOTAL DISTURBED AREA 0.2 ACRES

#7 CONSTRUCTION EXIST LOCATION

LONGITUDE: -84.960739 WEST
LATITUDE: 33.751428 NORTH

#9 DESCRIPTION OF THE CONSTRUCTION ACTIVITY

THE PROJECT INCLUDES THE REHABILITATION OF AN EXISTING EARTHEN DAM.

#11 PROJECT RECEIVING WATERS

THE RECEIVING WATERS TO THIS PROJECT ARE THE LITTLE TALLAPOOSA RIVER

#12 SITE VISIT CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATIONS DESCRIBED HEREIN BY MYSELF OR MY AUTHORIZED AGENT, UNDER MY DIRECT SUPERVISION.

BRIAN KIMSEY, P.E.
P.E. #26703

10.10.23
DATE

E&SC CERTIFICATION NUMBER 000000003007

#13 SOIL & EROSION CONTROL BMP CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATIONS DESCRIBED HEREIN BY MYSELF OR MY AUTHORIZED AGENT, UNDER MY DIRECT SUPERVISION. I CERTIFY THAT THE PERMITTEE'S EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN PROVIDES FOR AN APPROPRIATE AND COMPREHENSIVE SYSTEM OF BEST MANAGEMENT PRACTICES REQUIRED BY THE GEORGIA WATER QUALITY CONTROL ACT AND THE DOCUMENT "MANUAL FOR EROSION AND SEDIMENT CONTROL, IN GEORGIA" (MANUAL) PUBLISHED BY THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH THE LAND-DISTURBING ACTIVITY WAS PERMITTED, PROVIDES FOR THE SAMPLING OF THE (RECEIVING WATERS) OR THE SAMPLING OF THE STORM WATER OUTFALLS AND THAT THE DESIGNED SYSTEM OF BEST MANAGEMENT PRACTICES AND SAMPLING METHODS IS EXPECTED TO MEET THE REQUIREMENTS CONTAINED IN THE GENERAL NPDES PERMIT NO GAR 100001."

BRIAN KIMSEY, P.E.
P.E. #26703

10.10.23
DATE

E&SC CERTIFICATION NUMBER 000000003007

#14 CERTIFICATION

THE DESIGN PROFESSIONAL WHO PREPARED THE ES&PC PLAN IS TO INSPECT THE INSTALLATION OF THE INITIAL SEDIMENT STORAGE REQUIREMENTS AND PERIMETER CONTROL BMP'S WITHIN 7 DAYS AFTER INSTALLATION.

#15 NON-EXEMPT ACTIVITIES

NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25 OR 50-FOOT UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF WRESTED VEGETATION OR WITHIN 25-FEET OF THE COASTAL MARSHLAND BUFFERS AS MEASURED FORM THE JURISDICTIONAL DETERMINATION LINE WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS

#16 BUFFER ENCROACHMENT

DAM REPAIR WITHIN THE 25' STATE WATERS BUFFER. VARIANCE IS NOT REQUIRED.

#17 AMENDMENT/REVISION STATEMENT

AMENDMENTS/ REVISIONS TO THE ES&PC PLAN WHICH HAVE A SIGNIFICANT EFFECT ON BMP'S WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE DESIGN PROFESSIONAL.

#18 WASTE MATERIAL STATEMENT

WASTE MATERIAL SHALL NOT BE DISCHARGED TO WATERS OF THE STATE, EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT.

WASTE MATERIALS

ALL WASTE MATERIALS WILL BE COLLECTED AND STORED IN A SECURELY LIDDED METAL DUMPSTER. THE DUMPSTER WILL MEET ALL SOLID WASTE MANAGEMENT REGULATIONS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE WILL BE DEPOSITED IN THE DUMPSTER. THE DUMPSTER SHALL BE CLEARED AND MOVED PER WEEK OR MORE OFTEN IF NECESSARY AND TRASH WILL BE HAULED AS REQUIRED BY LOCAL REGULATIONS. NO CONSTRUCTION WASTE WILL BE BURIED ONSITE.

ALL PERSONNEL WILL BE INSTRUCTED ON PROPER PROCEDURES FOR WASTE DISPOSAL. A NOTICE STATING THESE PRACTICES WILL BE POSTED AT THE JOBSITE AND THE CONTRACTOR WILL BE RESPONSIBLE FOR SEEING THAT THESE PROCEDURES ARE FOLLOWED.

ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL, STATE, AND/OR FEDERAL REGULATIONS AND BY THE MANUFACTURER OF SUCH PRODUCTS. THE JOB SITE SUPERINTENDENT, WHO WILL ALSO BE RESPONSIBLE FOR SEEING THAT THESE PRACTICES ARE FOLLOWED, WILL INSTRUCT SITE PERSONNEL IN THESE PRACTICES. MATERIAL SAFETY DATA SHEETS (MSDS'S) FOR EACH SUBSTANCE WITH HAZARDOUS PROPERTIES THAT IS USED ON THE JOBSITE WILL BE OBTAINED AND USED FOR THE PROPER MANAGEMENT OF POTENTIAL WASTES THAT MAY RESULT FROM THESE PRODUCTS. AN MSDS WILL BE POSTED IN THE IMMEDIATE AREA WHERE SUCH PRODUCT IS STORED AND ANOTHER COPY OF EACH MSDS WILL BE MAINTAINED IN THE ES&PC FILE AT THE JOB SITE CONSTRUCTION TRAILER OFFICE. EACH EMPLOYEE WHO MUST HANDLE A SUBSTANCE WITH HAZARDOUS PROPERTIES WILL BE INSTRUCTED ON THE USE OF MSDS SHEETS AND THE SPECIFIC INFORMATION IN THE APPLICABLE MSDS FOR THE PRODUCT HE/SHE IS USING, PARTICULARLY REGARDING SPILL CONTROL TECHNIQUES.

THE CONTRACTOR WILL IMPLEMENT THE SPILL PREVENTION CONTROL AND COUNTERMEASURES (SPCC) PLAN FLOW WITHIN THIS ES&PC AND WILL TRAIN ALL PERSONNEL IN THE PROPER CLEANUP AND HANDLING OF SPILLED MATERIALS. NO SPILLED HAZARDOUS MATERIALS OR HAZARDOUS WASTES WILL BE ALLOWED TO COME IN CONTACT WITH STORMWATER DISCHARGES. IF SUCH CONTACT OCCURS, THE STORMWATER DISCHARGE WILL BE CONTAINED ON SITE UNTIL APPROPRIATE MEASURE IN COMPLIANCE WITH STATE AND FEDERAL REGULATIONS ARE TAKEN TO DISPOSE OF SUCH CONTAMINATED STORMWATER. IT SHALL BE THE RESPONSIBILITY OF THE JOB SITE SUPERINTENDENT TO PROPERLY TRAIN ALL PERSONNEL IN THE USE OF THE SPCC PLAN.

SANITARY WASTES

A MINIMUM OF ONE PORTABLE SANITARY UNIT WILL BE PROVIDED FROM EVERY TEN (10) WORKERS ON THE SITE. ALL SANITARY WASTE WILL BE COLLECTED FORM THE PORTABLE UNITS A MINIMUM OF ONE TIME PER WEEK BY A LICENSED PORTABLE FACILITY PROVIDER IN COMPLETE COMPLIANCE WITH LOCAL AND STATE REGULATIONS.

ALL SANITARY WASTE UNITS WILL BE LOCATED IN ONE AREA WHERE THE LIKELIHOOD OF THE UNIT CONTRIBUTION TO STORM WATER DISCHARGE IS NEGLIGIBLE. ADDITIONAL CONTAINMENT BMP'S MUST BE IMPLEMENTED, SUCH AS GRAVEL BAGS OR SPECIALLY DESIGNED PLASTIC SKID CONTAINERS AROUND THE BASE, TO PREVENT WASTES FORM CONTRIBUTION TO STORM WATER DISCHARGES. THE LOCATION OF SANITARY WASTE UNITS MUST BE IDENTIFIED ON THE EROSION CONTROL PLAN BY THE CONTRACTOR ONCE THE LOCATIONS HAVE BEEN DETERMINED.

#19 SEDIMENT CONTOL ON-SITE

THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO LAND DISTURBING ACTIVITIES.

#20 EROSION CONTROL MEASURES MAINTAINED AT ALL TIMES

EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.

#21 EXPOSED DISTURBED AREAS

ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 7 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.

#22 IMPAIRED STREAM SEGMENT

CONSTRUCTION ACTIVITY DOES NOT DISCHARGE INTO AN IMPAIRED STREAM SEGMENT. THE CONSTRUCTION ACTIVITY IS NOT WITHIN 1 LINEAR MILE UPSTREAM OF AND WITHIN THE SAME WATERSHED AS, ANY PORTION OF AN BIOTA IMPAIRED STREAM SEGMENT.

#24 CONCRETE WASH DOWN

THIS PROJECT DOES NOT ALLOW CONCRETE WASH DOWN OF TOOLS, CONCRETE MIXER CHUTES, HOPPERS AND REAR OF THE VEHICLES ON THE PROJECT SITE. THESE ACTIONS ARE ONLY ALLOWED AT SPECIFIED LOCATIONS

#25 BMP REMEDIATION FOR PETROLEUM SPILLS AND WASTE

PETROLEUM BASED PRODUCTS - CONTAINERS FOR PRODUCTS SUCH AS FUELS, LUBRICANTS AND TARS WILL BE INSPECTED DAILY FOR LEAKS AND SPILLS. THIS INCLUDES ON-SITE VEHICLE AND MACHINERY DAILY INSPECTIONS AND REGULAR PREVENTATIVE MAINTENANCE OF SUCH EQUIPMENT. EQUIPMENT MAINTENANCE AREAS WILL BE LOCATED AWAY FROM STATE WATER, NATURAL DRAINS AND STORM WATER DRAINAGE INLETS. IN ADDITION, TEMPORARY FUELING TANKS SHALL HAVE A SECONDARY CONTAINMENT LINER TO PREVENT/MINIMIZE SITE CONTAMINATION. DISCHARGE OF OILS, FUELS AND LUBRICANTS IS PROHIBITED. PROPER DISPOSAL METHODS WILL INCLUDE COLLECTION IN A SUITABLE CONTAINER AND DISPOSAL AS REQUIRED BY LOCAL AND STATE REGULATIONS.

PAINTS/FINISHES/SOLVENTS - ALL PRODUCTS WILL BE STORED IN TIGHTLY SEALED ORIGINAL CONTAINERS WHEN NOT IN USE. EXCESS PRODUCT WILL NOT BE DISCHARGED TO THE STORM WATER COLLECTION SYSTEM. EXCESS PRODUCT, MATERIALS USED WITH THESE

PRODUCTS AND PRODUCT CONTAINERS WILL BE DISPOSED OF ACCORDING TO MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

CONCRETE TRUCK WASHING - CONCRETE TRUCKS WILL BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ONSITE AT THE SPECIFIED LOCATION.

FERTILIZER/HERBICIDES - THESE PRODUCTS WILL BE APPLIED AT RATES THAT DO NOT EXCEED THE MANUFACTURER'S SPECIFICATIONS OR ABOVE THE GUIDELINES SET FORTH IN THE CROP ESTABLISHMENT OR IN THE GSWCC MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA. ANY STORAGE OF THESE MATERIALS WILL BE UNDER ROOF IN SEALED CONTAINERS.

BUILDING MATERIALS - NO BUILDING OR CONSTRUCTION MATERIALS WILL BE BURIED OR DISPOSED OF ONSITE. ALL SUCH MATERIAL WILL BE DISPOSED OF IN PROPER WASTE DISPOSAL PROCEDURES.

SPILL CLEANUP AND CONTROL PRACTICES

- LOCAL, STATE, AND MANUFACTURER'S RECOMMENDED METHODS FOR SPILL CLEANUP WILL BE CLEARLY POSTED AND PROCEDURES WILL BE MADE AVAILABLE TO SITE PERSONNEL.
- MATERIALS AND EQUIPMENT, NECESSARY OF SPILL CLEANUP WILL BE KEPT IN THE MATERIAL STORAGE AREAS. TYPICAL MATERIALS AND EQUIPMENT INCLUDES, BUT IS NOT LIMITED TO, BROOMS, DUSTPANS, MAPS, RAGS, GLOVES, GOGGLES, CAT LITTER, SAND, SAWDUST AND PROPERLY LABELED PLASTIC AND METAL WASTE CONTAINERS.
- SPILL PREVENTION PRACTICES AND PROCEDURES WILL BE REVIEWED AFTER A SPILL AND ADJUSTED AS NECESSARY TO PREVENT FUTURE SPILLS.
- ALL SPILLS WILL BE CLEANED UP IMMEDIATELY UPON DISCOVERY. ALL SPILLS WILL BE REPORTED AS REQUIRED BY LOCAL, STATE AND FEDERAL REGULATIONS.
- FOR SPILLS THAT IMPACT SURFACE WATER (LEAVE A SHEEN ON SURFACE WATER), THE NATIONAL RESPONSE CENTER (NRC) WILL BE CONTACTED WITHIN 24 HOURS AT 1 - 800 - 424 - 8802.
- FOR SPILLS OF AN UNKNOWN AMOUNT, THE NATIONAL CENTER (NRC) WILL BE CONTACTED WITH 24 HOURS AT 1 - 800 - 424 - 8802.
- FOR SPILLS GREATER THAN 25 GALLONS AND NO SURFACE WATER IMPACTS, THE GEORGIA EPD WILL BE CONTACTED WITHIN 24 HOURS.

FOR SPILLS LESS THAT 25 GALLONS AND NO SURFACE WATER IMPACTS. THE SPILL WILL BE CLEANED UP AND LOCAL AGENCIES WILL BE CONTACTED AS REQUIRED.

THE CONTRACTOR SHALL NOTIFY THE LICENSED PROFESSIONAL WHO PREPARED THIS PLAN IF MORE THAN 1320 GALLONS OF OIL IS STORED ONSITE (THIS INCLUDES CAPACITIES OF EQUIPMENT). THE CONTRACTOR WILL NEED A SPILL PREVENTION CONTAINMENT AND COUNTERMEASURES PLAN PREPARED BY THAT LICENSED PROFESSIONAL.

#26 POLLUTANT CONTROL AFTER CONSTRUCTION IS COMPLETED

NO POST STORM WATER POLLUTANTS ARE ANTICIPATED. ALL DISTURBED AREAS WILL BE PERMANENTLY STABILIZED ONCE CONSTRUCTION ACTIVITY IS COMPLETED.

#27 COVER FOR BUILDING MATERIALS

THE CONTRACTOR SHALL LOCATE ALL BUILDING MATERIALS, BUILDING PRODUCTS, CONSTRUCTION WASTES, TRASH, LANDSCAPE MATERIALS, FERTILIZERS, PESTICIDES, HERBICIDES, DETERGENTS, SANITARY WASTES, AND OTHER MATERIALS IN A LOCATION FREE FROM STORMWATER RUNOFF. IN ADDITION, THE CONTRACTOR SHALL PROTECT THESE MATERIALS FROM PRECIPITATION BY COVERING WITH PLASTIC SHEETING OR A TEMPORARY ROOF THROUGHOUT THE DURATION OF THE CONSTRUCTION PERIOD.

#28 STORM WATER POLLUTION BMPs

THE PROPOSED CONSTRUCTION EXIT AND SILT FENCE WILL SERVE AS BMPs FOR THE PROJECT.

#29 ACTIVITY SCHEDULE

	MONTHS (2024)											
	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
PERIMETER SILT FENCE												
INITIAL SEDIMENT STORAGE BMPs												
CLEARING & GRUBBING												
DEMO												
ROUGH GRADING												
PRINCIPAL SPILLWAY CONSTRUCTION												
AUXILIARY SPILLWAY CONSTRUCTION												
TEMPORARY STABILIZATION (GRASSING)												
FINAL GRADING												
FINAL STABILIZATION												
MAINTENANCE												

START DATE: JANUARY 1, 2024

END: JUNE 30, 2024

#30 INSPECTIONS

A. PERMITTEE REQUIREMENTS

- EACH DAY WHEN ANY TYPE OF CONSTRUCTION ACTIVITY HAS TAKEN PLACE AT A PRIMARY PERMITTEE'S SITE, CERTIFIED PERSONNEL PROVIDED BY THE PRIMARY PERMITTEE SHALL INSPECT: (A) ALL AREAS AT THE PRIMARY PERMITTEE'S SITE WHERE PETROLEUM PRODUCTS ARE STORED, USED, OR HANDLED FOR SPILLS AND LEAKS FROM VEHICLES AND EQUIPMENT; (B) ALL LOCATIONS AT THE PRIMARY PERMITTEE'S SITE WHERE VEHICLES ENTER OR EXIT THE SITE FOR EVIDENCE OF OFF-SITE SEDIMENT TRACKING. THESE INSPECTIONS MUST BE CONDUCTED UNTIL A NOTICE OF TERMINATION IS SUBMITTED.
- MEASURE AND RECORD RAINFALL WITHIN DISTURBED AREAS OF THE SITE THAT HAVE NOT MET FINAL STABILIZATION ONCE EVERY 24 HOURS EXCEPT ANY NON-WORKING SATURDAY, NON-WORKING SUNDAY AND NON-WORKING FEDERAL HOLIDAY. THE DATA COLLECTED FOR THE PURPOSE OF COMPLIANCE WITH THIS PERMIT SHALL BE REPRESENTATIVE OF THE MONITORED ACTIVITY. MEASUREMENT OF RAINFALL MAY BE SUSPENDED IF ALL AREAS OF THE SITE HAVE UNDERGONE FINAL STABILIZATION OR ESTABLISHED A CROP OF ANNUAL VEGETATION AND A SEEDING OF TARGET PERENNIALS APPROPRIATE FOR THE REGION.
- CERTIFIED PERSONNEL (PROVIDED BY THE PRIMARY PERMITTEE) SHALL INSPECT THE FOLLOWING AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCHES RAINFALL OR GREATER (UNLESS SUCH STORM ENDS AFTER 5:00 PM ON ANY FRIDAY OR ON ANY NON-WORKING SATURDAY, NON-WORKING SUNDAY OR ANY NON-WORKING FEDERAL HOLIDAY IN WHICH CASE THE INSPECTION SHALL BE COMPLETED BY THE END OF THE NEXT BUSINESS DAY AND/OR WORKING DAY, WHICHEVER OCCURS FIRST): (A) DISTURBED AREAS OF THE PRIMARY PERMITTEE'S CONSTRUCTION SITE; (B) AREAS USED BY THE PRIMARY PERMITTEE FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION; AND (C) STRUCTURAL CONTROL MEASURES. EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN APPLICABLE TO THE PRIMARY PERMITTEE'S SITE SHALL BE OBSERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS); FOR AREAS OF A SITE THAT HAVE UNDERGONE FINAL STABILIZATION OR ESTABLISHED CROP OF ANNUAL VEGETATION AND A SEEDING OF TARGET PERENNIALS APPROPRIATE FOR THE REGION, THE PERMITTEE MUST COMPLY WITH PART IV.D.4.A.(4). THESE INSPECTIONS MUST BE CONDUCTED UNTIL A NOTICE OF TERMINATION IS SUBMITTED.
- CERTIFIED PERSONNEL (PROVIDED BY THE PRIMARY PERMITTEE) SHALL INSPECT AT LEAST ONCE PER MONTH DURING THE TERM OF THIS PERMIT (I.E., UNTIL A NOTICE OF TERMINATION HAS BEEN SUBMITTED) THE AREAS OF THE SITE THAT HAVE UNDERGONE FINAL STABILIZATION OR ESTABLISHED A CROP OF ANNUAL VEGETATION AND A SEEDING OF TARGET PERENNIALS APPROPRIATE FOR THE REGION. THESE AREAS SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM AND THE RECEIVING WATERS); EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE OBSERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS).
- BASED ON THE RESULTS OF EACH INSPECTION, THE SITE DESCRIPTION AND THE POLLUTION PREVENTION AND CONTROL MEASURES IDENTIFIED IN THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN, THE PLAN SHALL BE REVISED AS APPROPRIATE NOT LATER THAN SEVEN (7) CALENDAR DAYS FOLLOWING EACH INSPECTION. IMPLEMENTATION OF SUCH CHANGES SHALL BE MADE AS SOON AS PRACTICAL, BUT IN NO CASE LATER THAN SEVEN (7) CALENDAR DAYS FOLLOWING EACH INSPECTION.
- A REPORT OF EACH INSPECTION THAT INCLUDES THE NAME(S) OF PERSONNEL MAKING EACH INSPECTION, THE DATES) OF EACH INSPECTION, CONSTRUCTION PHASE (I.E., INITIAL, INTERMEDIATE OR FINAL, MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN, AND ACTION S TAKEN IN ACCORDANCE WITH PART IV.D.4.A.(5). OF THE PERMIT SHALL BE MADE AND RETAINED AT THE SITE OR BE READILY AVAILABLE AT A DESIGNATED LOCATION UNTIL THE ENTIRE SITE OR THAT PORTION OF A CONSTRUCTION SITE THAT HAS BEEN PHASED HAS UNDERGONE FINAL STABILIZATION AND A NOTICE OF TERMINATION IS SUBMITTED TO EPD. SUCH REPORTS SHALL BE READILY AVAILABLE BY END OF THE SECOND BUSINESS DAY AND/OR WORKING DAY AND SHALL IDENTIFY ALL INCIDENTS OF BEST MANAGEMENT PRACTICES THAT HAVE NOT BEEN PROPERLY INSTALLED AND/OR MAINTAINED AS DESCRIBED IN THE PLAN, WHERE THE REPORT DOES NOT IDENTIFY ANY INCIDENTS. THE INSPECTION REPORT SHALL CONTAIN A CERTIFICATION THAT THE BEST MANAGEMENT PRACTICES ARE IN COMPLIANCE WITH THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN. THE REPORT SHALL BE SIGNED IN ACCORDANCE WITH PART V.G.2 OF THIS PERMIT.

#31 SAMPLING FREQUENCY

- THE PRIMARY PERMITTEE MUST SAMPLE IN ACCORDANCE WITH THE PLAN AT LEAST ONCE FOR EACH RAINFALL EVENT DESCRIBED BELOW. FOR A QUALIFYING EVENT, THE PERMITTEE SHALL SAMPLE AT THE BEGINNING OF ANY STORM AFTER DISCHARGE TO A MONITORED RECEIVING WATER AND/OR FROM A MONITORED OUTFALL LOCATION WITHIN FORTY-FIVE (45) MINUTES OR AS SOON AS POSSIBLE.
- HOWEVER, WHERE MANUAL AND AUTOMATIC SAMPLING ARE IMPOSSIBLE (AS DEFINED IN THE IS PERMIT), OR ARE BEYOND THE PERMITTEE'S CONTROL, THE PERMITTEE SHALL TAKE SAMPLES AS SOON AS POSSIBLE, BUT IN NO CEASE MORE THAN TWELVE (12) HOURS AFTER THE BEGINNING OF THE STORM WATER DISCHARGE.
- SAMPLING BY THE PERMITTEE SHALL OCCUR FOR THE FOLLOWING QUALIFYING EVENTS:

A. FOR EACH AREA OF THE SITE THAT DISCHARGES TO A RECEIVING WATER OR FORM AN OUTFALL, THE FIRST RAIN EVENT THAT REACHES OR EXCEEDS 0.5 INCH WITH A STORM WATER DISCHARGE THAT OCCURS DURING NORMAL BUSINESS HOURS AS DEFINED IN THIS PERMIT (MONDAY THRU FRIDAY, 8:00 AM TO 5:00 PM AND SATURDAY 8:00 AM TO 5:00 PM WHEN CONSTRUCTION ACTIVITY IS BEING CONDUCTED BY THE PRIMARY PERMITTEE) AFTER ALL CLEARING AND GRUBBING OPERATIONS HAVE BEEN COMPLETED, BUT PRIOR TO COMPLETION OF MASS GRADING OPERATIONS, IN THE DRAINAGE AREA OF THE LOCATION SELECTED AS THE SAMPLING LOCATION.

B. IN ADDITION TO (A) ABOVE, FOR EACH AREA OF THE SITE THAT DISCHARGES TO A RECEIVING WATER OR FROM AN OUTFALL, THE FIRST RAIN EVENT THAT REACHES OR EXCEEDS 0.5 INCH WITH A STORM WATER DISCHARGE THAT OCCURS DURING NORMAL BUSINESS HOURS AS DEFINED IN THIS PERMIT EITHER 90 DAYS AFTER THE FIRST SAMPLING EVENT OR AFTER ALL MASS GRADING OPERATIONS HAVE BEEN COMPLETED BUT PRIOR TO SUBMITTAL OF A NOT, IN THE DRAINAGE AREA OF THE LOCATION SELECTED AS THE SAMPLING LOCATION, WHICHEVER COMES FIRST.

C. AT THE TIME OF SAMPLING PERFORMED PURSUANT TO (A) AND (B) ABOVE, IF BMPs IN ANY AREA OF THE SITE THAT DISCHARGERS TO A RECEIVING WATER OR FROM AN OUTFALL AREA NOT PROPERLY DESIGNED, INSTALLED AND MAINTAINED, CORRECTIVE ACTION SHALL BE DEFINED AND IMPLEMENTED WITH TOW (2) BUSINESS DAYS, AND TURBIDITY SAMPLES SHALL BE TAKEN FROM DISCHARGES FORM THAT AREA OF THE SITE FOR EACH SUBSEQUENT RAIN EVENT THAT REACHES OR EXCEEDS 0.5 INCH DURING NORMAL BUSINESS HOURS * UNTIL THE SELECTED TURBIDITY STANDARD IS ATTAINED, OR UNTIL POST-STORM EVENT INSPECTIONS DETERMINE THAT BMPs ARE PROPERLY DESIGNED, INSTALLED AND MAINTAINED.

D. WHERE SAMPLING PURSUANT TO (A), (B) OR (C) ABOVE IS REQUIRED BUT NOT POSSIBLE (OR NOT REQUIRED BECAUSE THERE WAS NO DISCHARGE), THE PERMITTEE, IN ACCORDANCE WITH PART IV.D.4.(6), MUST INCLUDE A WRITTEN JUSTIFICATION IN THE INSPECTION REPORT OF WHY SAMPLING WAS NOT PERFORMED. PROVIDING THIS JUSTIFICATION DOES NOT RELIEVE THE PERMITTEE OF A ANY SUBSEQUENT SAMPLING OBLIGATIONS UNDER (A), (B), OR (C) ABOVE; AND

E. EXISTING CONSTRUCTION ACTIVITIES, I.E., THOSE THAT ARE OCCURRING ON OR BEFORE THE EFFECTIVE DATE OF THIS PERMIT, THAT HAVE MET THE SAMPLING REQUIRED BY (A) ABOVE SHALL SAMPLE IN ACCORDANCE WITH (B). THOSE EXISTING CONSTRUCTION ACTIVITIES THAT HAVE MET THE SAMPLING REQUIRED BY (B) ABOVE SHALL NOT BE REQUIRED TO CONDUCT ADDITIONAL SAMPLING OTHER THAN AS REQUIRED BY (C) ABOVE.

*NOTE THAT THE PERMITTEE MAY CHOOSE TO MEET THE REQUIREMENT OF (A) AND (B) ABOVE BY COLLECTING TURBIDITY SAMPLES FROM ANY RAIN EVENT THAT REACHES OR EXCEEDS 0.5 INCH AND ALLOWS FOR SAMPLING AT ANY TIME OF THE DAY OR WEEK.

REPORTING:

- THE APPLICABLE PERMITTEES ARE REQUIRED TO SUBMIT A SUMMARY OF THE MONITORING RESULTS TO THE EPD AT THE ADDRESS SHOWN IN PART I.I.C. BY THE FIFTEENTH DAY OF THE MONTH FOLLOWING THE REPORTING PERIOD. REPORTING PERIODS ARE MONTHS DURING WHICH SAMPLES ARE TAKEN IN ACCORDANCE WITH THIS PERMIT. SAMPLING RESULTS SHALL BE IN A CLEARLY LEGIBLE FORMAT. UPON WRITTEN NOTIFICATION, EPD MAY REQUIRE THE APPLICABLE PERMITTEE TO SUBMIT THE SAMPLING RESULTS ON A MORE FREQUENT BASIS. SAMPLING AND ANALYSIS OF ANY STORM WATER DISCHARGE(S) OR THE RECEIVING WATER(S) BEYOND THE MINIMUM FREQUENCY STATED IN THIS PERMIT MUST BE REPORTED IN A SIMILAR MANNER TO THE EPD. THE SAMPLING AND ANALYSIS, INCLUDING THE BENCH SHEETS, INSTRUMENT READOUTS, COMPUTER DISKS OR TAPES, ETC., USED TO DETERMINE THESE RESULTS.
- ALL SAMPLING REPORTS SHALL INCLUDE THE FOLLOWING INFORMATION:

A. THE RAINFALL AMOUNT, DATE, EXACT PLACE, AND TIME OF SAMPLING OR MEASUREMENTS;

B. THE NAME(S) OF THE CERTIFIED PERSONNEL WHO PERFORMED THE SAMPLING AND MEASUREMENTS;

C. THE DATES) ANALYSES WERE PERFORMED;

D. THE TIME(S) ANALYSES WERE INITIATED;

E. THE NAME(S) OF THE CERTIFIED PERSONNEL WHO PERFORMED THE ANALYSES;

F. REFERENCES AND WRITTEN PROCEDURES, WHEN AVAILABLE, FOR THE ANALYTICAL TECHNIQUES OR METHODS USED; AND

G. THE RESULTS OF SUCH ANALYSES, INCLUDING THE BENCH SHEETS, INSTRUMENT READOUTS, COMPUTER DISKS OR TAPES, ETC., USED TO DETERMINE THESE RESULTS.

H. RESULTS WHICH EXCEED 1000 NTU SHALL BE REPORTED AS " EXCEEDS 1000 NTU " AND

I. CERTIFICATION STATEMENT THAT SAMPLING WAS CONDUCTED AS PER THE PLAN.
- ALL WRITTEN CORRESPONDENCE REQUIRED BY THIS PERMIT SHALL BE SUBMITTED BY RETURN RECEIPT CERTIFIED MAIL (OR SIMILAR SERVICE) TO THE APPROPRIATE DISTRICT OFFICE OF THE EPD ACCORDING TO THE SCHEDULE IN APPENDIX A OF THIS PERMIT. THE PERMITTEE SHALL RETAIN A COPY OF THE PROOF OF SUBMITTAL AT THE CONSTRUCTION SITE OR THE PROOF OF SUBMITTAL SHALL BE READILY AVAILABLE AT A DESIGNATED LOCATION FROM COMMENCEMENT OF CONSTRUCTION UNTIL SUCH TIME AS A NOT IS SUBMITTED IN ACCORDANCE WITH PART VI. IF ELECTRONIC SUBMITTAL IS PROVIDED BY EPD THEN THE WRITTEN CORRESPONDENCE MAY BE SUBMITTED ELECTRONICALLY; IF REQUIRED, A PAPER COPY MUST ALSO BE SUBMITTED BY RETURN RECEIPT CERTIFIED MAIL OR SIMILAR SERVICE.

#32 RETENTION OF RECORDS

- THE PRIMARY PERMITTEE SHALL RETAIN THE FOLLOWING RECORDS AT THE CONSTRUCTION SITE OR THE RECORDS SHALL BE READILY AVAILABLE AT THE DESIGNATED ALTERNATE LOCATION FROM COMMENCEMENT OF CONSTRUCTION UNTIL SUCH TIME AS A NOT IS SUBMITTED IN ACCORDANCE WITH PART VI:

A. A COPY OF ALL NOTICES OF INTENT SUBMITTED TO EPD;

B. A COPY OF THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN REQUIRED BY THIS PERMIT;

C. THE DESIGN PROFESSIONAL'S REPORT OF THE RESULTS OF THE INSPECTION CONDUCTED IN ACCORDANCE WITH PART IV.A.5. OF THIS PERMIT;

D. A COPY OF ALL SAMPLING INFORMATION, RESULTS, AND REPORTS REQUIRED BY THIS PERMIT;

E. A COPY OF ALL INSPECTION REPORTS GENERATED IN ACCORDANCE WITH PART IV.D.4.A OF THIS PERMIT;

F. A COPY OF ALL VIOLATION SUMMARIES AND VIOLATION SUMMARY REPORTS GENERATED IN ACCORDANCE WITH PART III.D.2. OF THIS PERMIT; AND

G. DAILY RAINFALL INFORMATION COLLECTED IN ACCORDANCE WITH PART IV.D.4.A.(2) OF THIS PERMIT.
- COPIES OF ALL NOTICES OF INTENT, NOTICES OF TERMINATION, INSPECTION REPORTS, SAMPLING REPORTS (INCLUDING ALL CALIBRATION AND MAINTENANCE RECORDS AND ALL ORIGINAL STRIP CHART RECORDINGS FOR CONTINUOUS MONITORING INSTRUMENTATION) OR OTHER REPORTS REQUESTED BY THE EPD, EROSION, SEDIMENTATION AND POLLUTION CONTROL RECORDS, RECORDS OF ALL DATA USED TO COMPLETE THE NOTICE OF INTENT TO BE COVERED BY THIS PERMIT AND ALL OTHER RECORDS REQUIRED BY THIS PERMIT SHALL BE RETAINED BY THE PERMITTEE WHO EITHER PRODUCED IT FOR A PERIOD OF AT LEAST THREE YEARS FROM THE DATE THAT THE NOT IS SUBMITTED IN ACCORDANCE WITH PART VI. OF THIS PERMIT. THESE RECORDS MUST BE MAINTAINED AT THE PERMITTEE'S PRIMARY PLACE OF BUSINESS OR AT A DESIGNATED ALTERNATIVE LOCATION ONCE THE CONSTRUCTION ACTIVITY HAS CEASED AT THE PERMITTED SITE. THIS PERIOD MAY BE EXTENDED BY REQUEST OF THE EPD AT ANY TIME UPON WRITTEN NOTIFICATION TO THE PERMITTEE.

#33 STORMWATER SAMPLING

SAMPLE ANALYSIS

STORM WATER SAMPLES ARE TO BE ANALYZED IN ACCORDANCE WITH METHODOLOGY AND TEST PROCEDURES ESTABLISHED BY 40 CFR PART 136 AND THE GUIDANCE DOCUMENT TITLED "NPDES STORM WATER SAMPLING GUIDANCE DOCUMENT. EPA 833-B-92-001."

STORM WATER IS TO BE SAMPLED FOR NEPHELOMETRIC TURBIDITY UNITS (NTU) AT THE OUTFALL LOCATION. A DISCHARGE OF STORM WATER RUNOFF FROM AREAS WITH BEST MANAGEMENT PRACTICES HAVE NOT BEEN PROPERLY DESIGNED, INSTALLED, AND MAINTAINED SHALL CONSTITUTE A SEPARATE VIOLATION FOR EACH DAY ON WHICH SUCH CONDITION RESULTS IN THE TURBIDITY OF THE DISCHARGE EXCEEDING 75, THE VALUE THAT WAS SELECTED FROM APPENDIX B IN PERMIT NO. GAR 1000001. THE NTU IS BASED UPON THE DISTURBED ACREAGE OF 0.2 ACRES FOR THE PROJECT SITE, THE SURFACE WATER DRAINAGE AREA OF 0.1 SQUARE MILES, AND RECEIVING WATER WHICH SUPPORTS WARM WATER FISHERIES.

SAMPLE TYPE

ALL SAMPLING SHALL BE COLLECTED BY "GRAB SAMPLES" AND THE ANALYSIS OF THESE SAMPLES MUST BE CONDUCTED IN ACCORDANCE WITH METHODOLOGY AND TEST PROCEDURES ESTABLISHED BY 40 CFR PART 136 (UNLESS OTHER TEST PROCEDURES HAVE BEEN APPROVED); THE GUIDANCE DOCUMENT TITLED "NPDES STORM WATER SAMPLING GUIDANCE DOCUMENT, EPA 833-B-92-001" AND GUIDANCE DOCUMENTS THAT MAY BE PREPARED BY THE EPD.

PER NPDES PERMIT, GAR 100001, "SAMPLE CONTAINERS SHOULD BE LABELED PRIOR TO COLLECTING THE SAMPLES. SAMPLES SHOULD BE WELL MIXED BEFORE TRANSFERRING TO A SECONDARY CONTAINER. LARGE MOUTH, WELL-CLEANED AND RINSED GLASS OR PLASTIC JARS SHOULD BE USED FOR COLLECTING SAMPLES. THE JARS SHOULD BE CLEANSED THOROUGHLY TO AVOID CONTAMINATION. MANUAL, AUTOMATIC OR RISING STAGE SAMPLING MAY BE UTILIZED.

#34 SAMPLING POINTS AND NTU REQUIREMENTS

APPENDIX B
Nephelometric Turbidity Unity (NTU) TABLES

	COLD WATER (Trout Stream)									
	Surface Water Drainage Area, Square Miles									
	0-4.99	5-9.99	10-24.99	25-49.99	50-99.99	100-249.99	250-499.99	500+		
1.00-1.10	25	50	75	150	300	500	500	500		
1.001-25	25	25	50	75	150	200	500	500		
SIZE, SIZE, 25.01-50	25	25	50	50	75	100	300	500		
ACRES	50.01-100	20	25	25	35	59	75	150	300	
	100.01+	20	20	25	25	55	60	60	100	

	WARM WATER (SUPPORTING WARM WATER FISHERIES)									
	Surface Water Drainage Area, Square Miles									
	0-4.99	5-9.99	10-24.99	25-49.99	50-99.99	100-249.99	250-499.99	500+		
1.00-1.10	150	200	400	750	750	750	750	750		
1.001-25	100	100	100	200	300	500	750	750		
SIZE, SIZE, 25.01-50	50	50	100	100	200	300	750	750		
ACRES	50.01-100	50	50	50	100	150	300	600		
	100.01+	50	50	50	50	100	200	200	100	

38 & 39 ALTERNATIVE BMP'S

N/A - THERE ARE NO ALTERNATIVE BMP'S ASSOCIATED WITH THIS PROJECT.

41 & 42 WETLANDS, STATE WATERS, BUFFERS

FEMA FLOOD INSURANCE RATE MAP NO. 13045C0040D, DATED 9/19/2007 INDICATES THAT THIS PROPERTY IS LOCATED IN ZONE A .

#45 PEAK DISCHARGE FLOW

PEAK DISCHARGE PRIOR TO CONSTRUCTION: $Q_{10} = 1.07$ CFS
PEAK DISCHARGE AFTER CONSTRUCTION IS COMPLETE: $Q_{100} = 1.07$ CFS

#47 SOILS CHART

SOIL SERIES TABLE				
MAPPING UNIT & SOIL NAME	SOIL TEXTURE	PERMEABILITY (K)	STRUCTURE	PERMEABILITY (IN/HR)
C1s - Chertville clay loam	Clay loam	0.37	Blocky	1.28
WDD3 - Madison gravelly clay loam	Clay loam	0.28	Blocky	1.28
W - Water	---	---	---	---

CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE | LAND PLANNING | LAND SURVEYING | MUNICIPAL SERVICES

EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN CHECKLIST - STAND ALONE CONSTRUCTION PROJECTS

SWDC: WEST GEORGIA SWDC

Project Name THE CITY OF VILLA RICA

BRIAN KIMSEY, P.E. - BRIAN@CARTERENGINEERING.COM

Filled Out By

Address 2377 LAKE PARADISE ROAD

10/10/2023

Date on Plans

City/Country CITY OF VILLA RICA

Sheet # Included

TO BE SHOWN ON ES&PC PLAN

C 6.0

1. The applicable Erosion, Sedimentation and Pollution Control Plan Checklist established by the Commission as of January 1 of the year in which the land-disturbing activity was permitted.

C 6.0 - C 6.1

2. Level II certification number issued by the Commission, signature and seal of the certified design professional

NA

3. Limits of disturbance shall be no greater than 50 acres at any one time without prior written authorization from the GAEPD District Office. If GAEPD approves the request to disturb 50 acres or more at any one time, the Plan must include at least 4 of the BMPs listed in Appendix 1 of this checklist and the GAEPD approval letter. *

C 6.0

4. The name and phone number of the 24-hour contact responsible for erosion, sedimentation and pollution controls.

C 6.0

5. Provide the name, address, email address, and phone number of primary permittee.

C 6.0

6. Note total and disturbed acreages of the project or phase under construction.

C 6.0

7. Provide the GPS location of the construction exit for the site. Give the Latitude and Longitude in decimal degrees.

ALL

8. Initial date of the Plan and the dates of any revisions made to the Plan including the entity who requested the revisions.

C 6.1

9. Description of the nature of construction activity and existing site conditions.

C 6.0

10. Provide vicinity map showing site's relation to surrounding areas. Include designation of specific phase, if necessary.

C 6.0

11. Identify the project receiving waters and describe all sensitive adjacent areas including streams, lakes, residential areas, wetlands, marshlands, etc. which may be affected.

C 6.0

12. Design professional's certification statement and signature that the site was visited prior to development of the ES&PC Plan as stated on Part IV page 19 of the permit.

C 6.0

13. Design professional's certification statement and signature that the site was visited prior to development of the comprehensive system of BMPs and sampling to meet permit requirements as stated on Part IV page 19 of the permit.

C 6.0

14. Clearly note the statement that "The design professional who prepared the ES&PC Plan is to inspect the installation of the initial sediment storage requirements and perimeter control BMP's within 7 days after installation." in accordance with Part IV.A.5 page 25 of the permit. *

C 6.0

15. Clearly note the statement that "Non-exempt activities shall not be conducted within the 25 or 50-foot undisturbed stream buffers as measured from the point of wasted vegetation or within 25-feet of the coastal marshland buffer as measured from the Jurisdictional Determination Line without first acquiring the necessary variances and permits."

NA

16. Provide a description of any buffer encroachments and indicate whether a buffer variance is required.

C 6.0

17. Clearly note the statement that "Amendments/revisions to the ES&PC Plan which have a significant effect on BMPs with a hydraulic component must be certified by the design professional."

C 6.0

18. Clearly note the statement that "Waste materials shall not be discharged to waters of the State, except as authorized by a Section 404 permit. "

C 6.0

19. Clearly note statement that "The escape of sediment from the site shall be prevented by the installation of erosion and sediment control measures and practices prior to land disturbing activities."

C 6.0

20. Clearly note statement that "Erosion control measures will be maintained at all times. If full implementation of the approved Plan does not provide for effective erosion control, additional erosion and sediment control measures shall be implemented to control or treat the sediment source."

C 6.0

21. Clearly note the statement "Any disturbed area left exposed for a period greater than 14 days shall be stabilized with mulch or temporary seeding."

C 6.0

22. Any construction activity which discharges storm water into an Impaired Stream Segment, or within 1 linear mile upstream of and within the same watershed as, any portion of a Biotra Impaired Stream Segment must comply with Part III. C. of the permit. Include the completed Appendix 1 listing all the BMPs that will be used for those areas of the site which discharge to the Impaired Stream Segment. *

NA

23. If a TMDL Implementation Plan for sediment has been finalized for the Impaired Stream Segment (identified in Item 22 above) at least six months prior to submittal of NOI, the ES&PC Plan must address any site-specific conditions or requirements included in the TMDL Implementation Plan. *

C 6.0

24. BMPs for concrete washdown of tools, concrete mixer chutes, hoppers and the rear of the vehicles. Washout of the drum at the construction site is prohibited. *

C 6.0

25. Provide BMPs for the remediation of all petroleum spills and leaks.

C 6.0

26. Description of the measures that will be installed during the construction process to control pollutants in storm water that will occur after construction operations have been completed. *

C 6.0

27. Description of practices to provide cover for building materials and building products on site. *

C 6.1

28. Description of the practices that will be used to reduce the pollutants in storm water discharges. *

C 6.1

29. Description and chart or timeline of the intended sequence of major activities which disturb soils for the major portions of the site (i.e., initial perimeter and sediment storage BMPs, clearing and grubbing activities, excavation activities, utility activities, temporary and final stabilization).

C 6.0

30. Provide complete requirements of Inspections and record keeping by the primary permittee. *

C 6.0

31. Provide complete requirements of Sampling Frequency and Reporting of sampling results. *

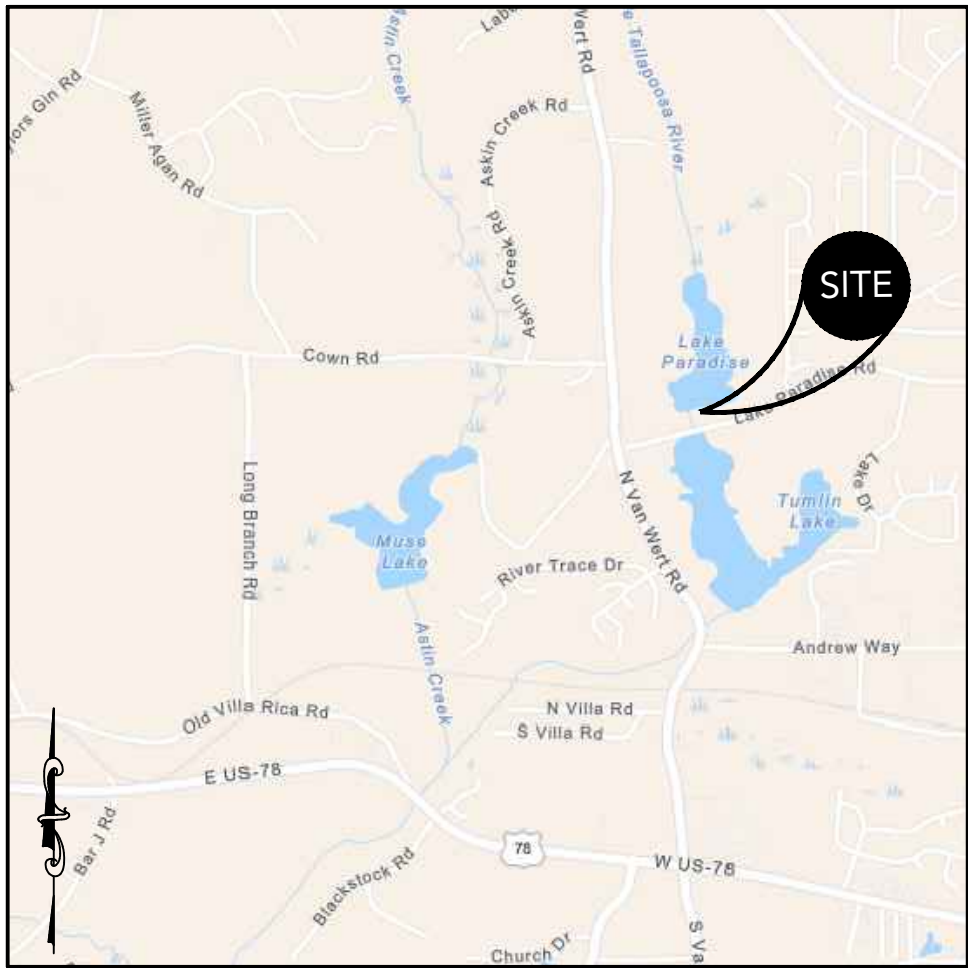
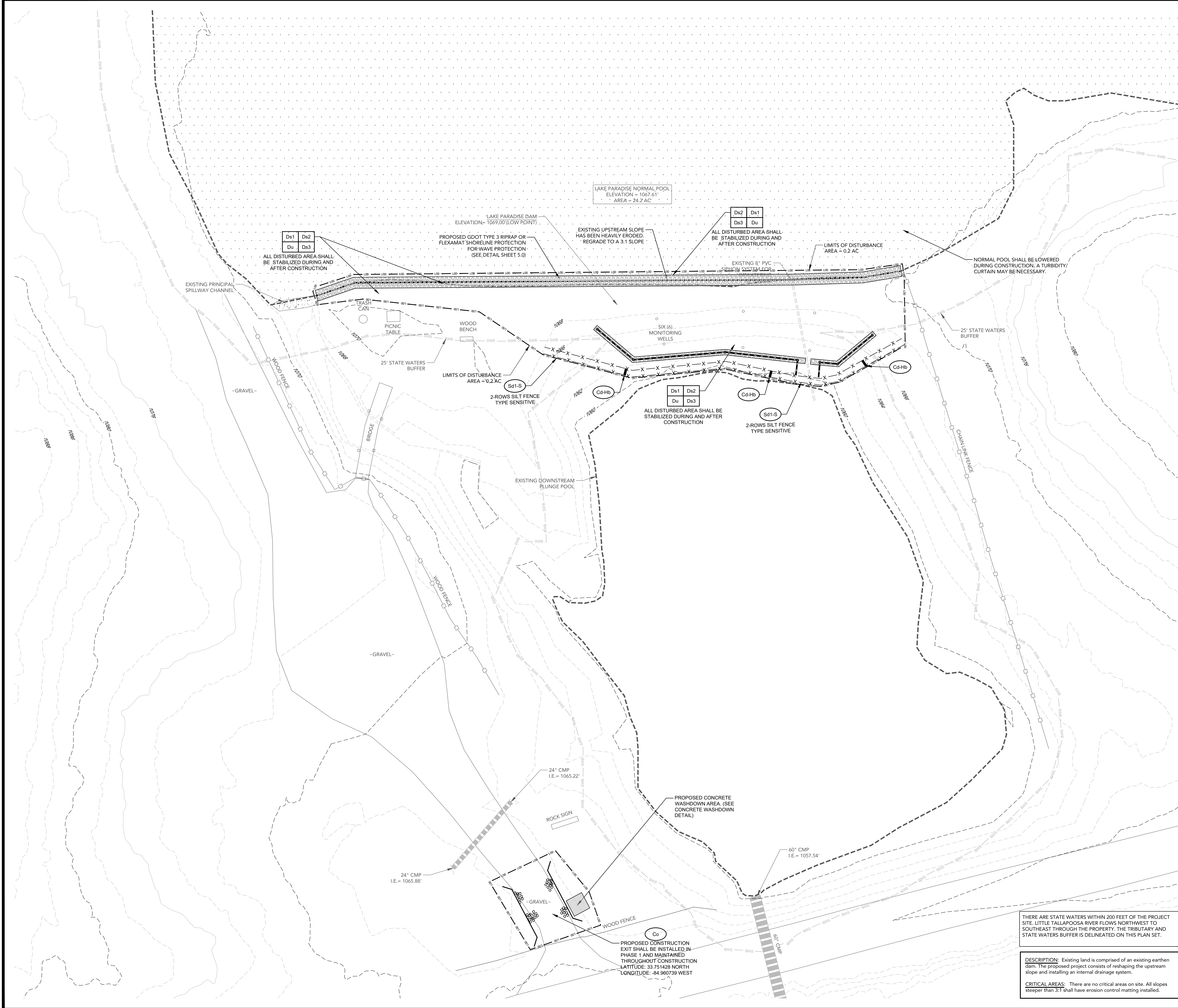
C 6.0

32. Provide complete details for Retention of Records as per Part IV.F. of the permit. *

C 6.0

3

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LOCATION MAP
SCALE: N.T.S.

SOIL AND EROSION CONTROL NOTES

DEVELOPER/OWNER: CITY OF VILLA RICA
571 WEST BANKHEAD HIGHWAY
VILLA RICA, GA 30180
LOUISE CLARKE
678.840.1210

24-HOUR CONTACT: LOUISE CLARKE
678.840.1210

PROJECT DESCRIPTION: THE PROJECT INCLUDES THE REHABILITATION OF AN EXISTING EARTHEN DAM.

EXISTING CONDITIONS: EXISTING LAND IS COMPRISED OF AN EXISTING EARTHEN DAM.

TOTAL TRACT: 133.30 AC
DISTURBED AREA: 0.2 AC

CRITICAL AREAS: THERE ARE NO CRITICAL AREAS ON SITE. ALL SLOPES STEEPER THAN 3:1 SHALL HAVE EROSION CONTROL MATTING INSTALLED. THERE ARE NO STATE WATERS WITHIN 200 FEET OF THE PROJECT SITE. THERE ARE NO WETLANDS LOCATED ON OR WITHIN THE PROJECT LIMITS.

- ADDITIONAL MEASURES WILL BE ADDED IF DEEMED NECESSARY BY ON-SITE INSPECTION.
- THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND-DISTURBING ACTIVITIES.
- EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE. PRACTICES WILL BE CHECKED DAILY.
- STANDARD AND SPECIFICATIONS: ALL DESIGN WILL CONFORM TO AND ALL WORK WILL BE PERFORMED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS SET FORTH IN THE STATE APPROVED EROSION CONTROL DESIGN MANUAL.
- THE CONTRACTOR SHALL OBSERVE THE PROJECT SCHEDULE SHOWN ON THE PLANS. THE CONTRACTOR SHALL MAINTAIN CAREFUL SCHEDULING AND PERFORMANCE TO INSURE THAT LAND STRIPPED OF ITS NATURAL COVER IS EXPOSED ONLY IN SMALL TIME PERIODS.
- PRIOR TO COMMENCING LAND DISTURBING ACTIVITY, THE LIMITS OF LAND DISTURBANCE AND ALL STREAM BUFFERS SHALL BE CLEARLY AND ACCURATELY DEMARCATED WITH STAKES, RIBBONS, AND/OR OTHER APPROPRIATE MEANS. THE LOCATION AND EXTENT OF ALL AUTHORIZED LAND DISTURBANCE ACTIVITY SHALL BE DEMARCATED FOR THE DURATION OF THE CONSTRUCTION AND NO LAND DISTURBANCE SHALL OCCUR OUTSIDE APPROVED LIMITS.
- A STABILIZED CONSTRUCTION ENTRANCE SHALL BE INSTALLED AT EACH POINT OF ENTRY/EXIT FROM THE SITE ONTO ANY PUBLIC ROADWAY PRIOR TO ANY OTHER CONSTRUCTION.
- AS INDICATED ON THE ACTIVITY SCHEDULE ON THE SHEET LABELED "EROSION CONTROL NOTES", SEDIMENT CONTROLS AT THE PERIMETER AND THE CONSTRUCTION EXITS WILL BE CONSTRUCTED PRIOR TO CLEARING OR GRADING OF ANY PORTION OF THE SITE.
- ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 7 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.
- ONCE CONSTRUCTION ACTIVITY CEASES PERMANENTLY IN AN AREA, THAT AREA WILL BE STABILIZED WITH PERMANENT SEED AND MULCH. AFTER THE ENTIRE SITE IS STABILIZED, ALL ACCUMULATED SEDIMENT WILL BE REMOVED AND DISPOSED OF PROPERLY AND ALL PERIMETER SEDIMENT CONTROLS WILL BE REMOVED.
- ALL DRAIN INLET PROTECTION DEVICES ARE TO BE REMOVED WITHIN 30 DAYS AFTER THE SITE HAS BEEN STABILIZED, OR WHEN INLET PROTECTION IS NO LONGER NEEDED. THE AREA AROUND THE INLET IS TO BE CLEANED AND RE-GRADED. IN ADDITION, THE INSIDE OF THE STORM DRAIN INLET MUST BE CLEARED AND BE FREE OF SEDIMENT AND DEBRIS AT THE TIME OF FINAL INSPECTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TEMPORARY BMPS.

EROSION CONTROL LEGEND

VEGETATIVE MEASURES

Ds1 DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)	Ds3 DISTURBED AREA STABILIZATION (WITH PERMANENT VEGETATION)
Ds2 DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)	Du DUST CONTROL

STRUCTURAL MEASURES

Su SURFACE ROUGHENING	Sd1-S SILT FENCE TYPE SENSITIVE
Co CONSTRUCTION EXIT	Sd1-BB BRUSH BARRIER
Cd-Hb HAYBALE CHECK DAM	Rd ROCK FILTER DAM

DAM CONSTRUCTION AREA

PHASE 1 SEDIMENT STORAGE CALCULATIONS:

Drainage Area = 25.79 Ac
Disturbed area = 0.2 Ac
Required Sed. Storage = 0.2 Ac * 67 CY/Ac = 13.4 CY

Sed. Storage Provided by the following BMPs (See notes for calculation formulas):

Silt Fence Storage = Length of silt fence * 0.216 CY/LF = 340.7 LF * 0.216 CY/LF = 73.6 CY

Total Volume of BMPs = 73.6 CY

The proposed Sd1-BB will also provide sediment storage and prevent sediment migration down gradient.

NOTE: CONSTRUCTION DISTURBED AREA SHOWN ON BASC PLAN. ALL ADDITIONAL DISTURBED AREAS SHALL BE UP GRADIENT OF THE PROPOSED BMP'S. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ALL BMP'S THROUGHOUT CONSTRUCTION AND PREVENT SEDIMENT FROM MIGRATING DOWN GRADIENT AT ALL TIMES.

THERE ARE STATE WATERS WITHIN 200 FEET OF THE PROJECT SITE. LITTLE TALLAPOOSA RIVER FLOWS NORTHWEST TO SOUTHEAST THROUGH THE PROPERTY. THE TRIBUTARY AND STATE WATERS BUFFER IS DELINEATED ON THIS PLAN SET.

DESCRIPTION: Existing land is comprised of an existing earthen dam. The proposed project consists of reshaping the upstream slope and installing an internal drainage system.

CRITICAL AREAS: There are no critical areas on site. All slopes steeper than 3:1 shall have erosion control matting installed.



REVISION BLOCK	REVISION DATE & DESCRIPTION	ISSUE
1	10.10.23 - INITIAL SUBMITTAL	1
2		2
3		3
4		4
5		5
6		6
7		7
8		8



CARTER ENGINEERING
1010 COMMERCE DRIVE
BOGART, GA 30622
P: 770.725.1200
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www.carterengineering.com

EARTHEN DAM DESIGN
PLANS
OF
LAKE PARADISE DAM
022.054.02636 - 33.752222, -84.960556

SHEET TITLE:
EROSION CONTROL PLAN

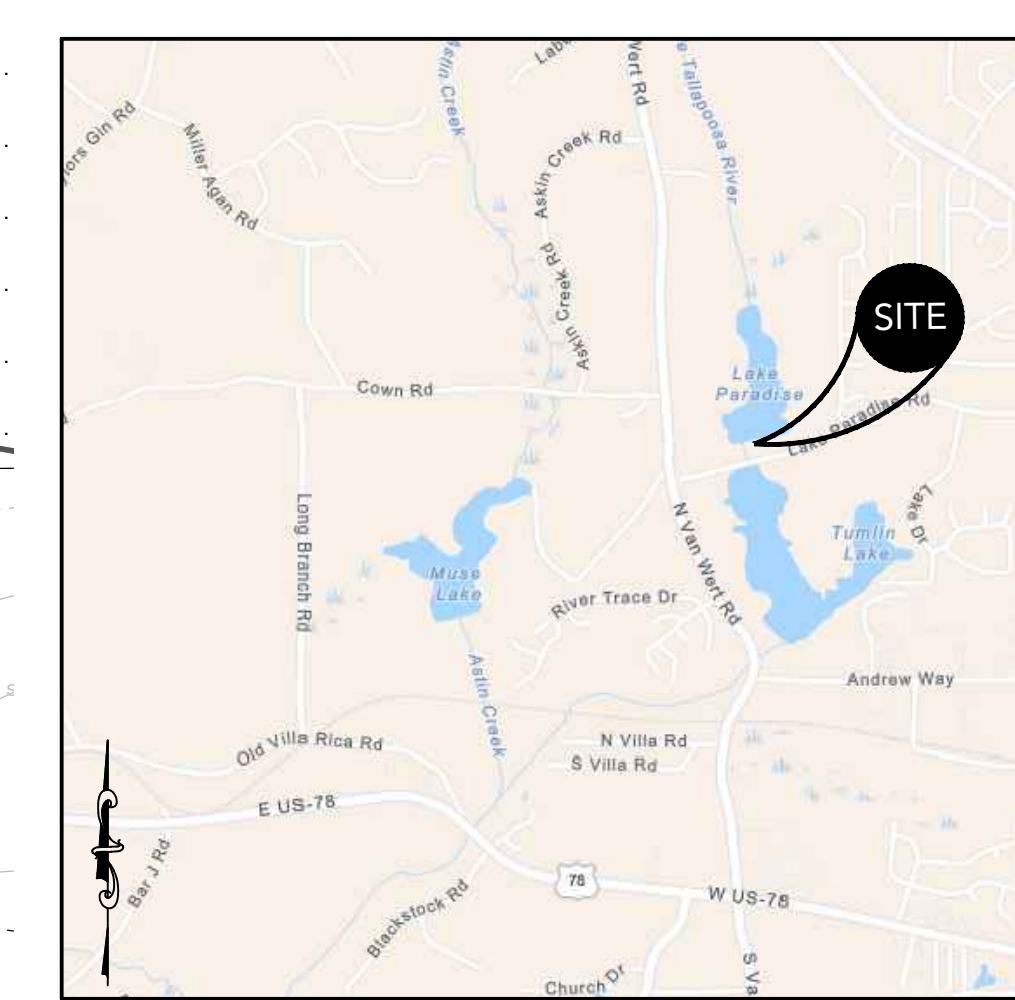
PROJECT NAME:
CITY OF VILLA RICA

SHEET NUMBER:
C 6.1

PROJECT NUMBER:
22001CVR

DATE:
10.10.23

ENGINEER/DESIGNER NOT RESPONSIBLE FOR COST CHANGES DURING PRELIMINARY PHASE. IDS & QUOTES SHALL BE BASED ON PLAN SETS LABELED "ISSUE FOR BID". IDS & QUOTES SHALL BE REVISED BASED ON PLANS LABELED "ISSUE FOR CONSTRUCTION".



SOIL AND EROSION CONTROL NOTES

PROJECT DESCRIPTION:

EXISTING CONDITIONS

TOTAL TRACT:	133.30 AC
DISTURBED AREA:	0.2 AC

1 ADDITIONAL MEASURES WILL BE ADDED IF DEEMED NECESSARY BY ON-SITE INSPECTION.

- 2 THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, ANY DISTURBING ACTIVITY.
- 3 EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION CONTROL MEASURES SHALL BE INSTALLED AND IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE. PRACTICES WILL BE CHECKED PERIODICALLY.
- 4 STANDARD AND SPECIFICATIONS: ALL DESIGN WILL CONFORM TO AND ALL WORK WILL BE PERFORMED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS SET FORTH IN THE STANDARD AND SPECIFICATIONS FOR EROSION CONTROL MEASURES.
- 5 THE CONTRACTOR SHALL OBSERVE THE PROJECT SCHEDULE SHOWN ON THE PLANS. THE CONTRACTOR SHALL MAINTAIN CAREFUL SCHEDULING AND PERFORMANCE TO INSURE THAT THE COMPLETION OF ITS WORK DOES NOT EXCEED THE PERMITTED TIME FRAME.
- 6 PRIOR TO COMMENCING LAND DISTURBING ACTIVITY, THE LIMITS OF LAND DISTURBANCE AND ALL STREAM BUFFERS SHALL BE CLEARLY AND ACCURATELY DEMARCATED WITH STAKES, FLAGGING, AND/OR OTHER MEANS. THE DISTURBANCE LIMITS SHALL BE MONITORED BY THE AUTHORIZED LAND DISTURBANCE ACTIVITY SHALL BE DEMARCATED FOR THE DURATION OF THE PROJECT. ANY VIOLATION OF THE DISTURBANCE LIMITS SHALL BE IMMEDIATELY STOPPED.
- 7 A STABILIZED CONSTRUCTION ENTRANCE SHALL BE INSTALLED AT EACH PORTAL OF ENTRY/EXIT FROM THE SITE ONTO ANY PUBLIC ROADWAY PRIOR TO ANY OTHER CONSTRUCTION.
- 8 AS INDICATED ON THE ACTIVITY SCHEDULE ON THE SHEET LABELED "EROSION CONTROL", EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY ACTIVITY THAT WILL BE CONSTRUCTED PRIOR TO CLEARING OR GRADING OF ANY PORTION OF THE SITE.
- 9 ANY DISTURBED AREA LEFT OPEN FOR A PERIOD GREATER THAN 7 DAYS SHALL BE COVERED WITH MULCH OR OTHER PROTECTIVE MEASURES TO PREVENT EROSION.
- 10 ONCE CONSTRUCTION ACTIVITY CEASES PERMANENTLY IN AN AREA, THAT AREA WILL BE STABILIZED WITH PERMANENT SEED AND MULCH. AFTER THE ENTIRE SITE IS STABILIZED, ALL EROSION CONTROL MEASURES SHALL BE REMOVED OR PROPERLY AND ALL PERMITTER SEDIMENT CONTROLS WILL BE REMOVED.
- 11 ALL DRAIN INLET PROTECTION DEVICES ARE TO BE REMOVED WITHIN 30 DAYS AFTER THE SITE IS STABILIZED. CONSTRUCTION OF PERMANENT DRAINAGE STRUCTURES SHALL BE COMPLETED AROUND THE INLET IS TO BE CLEANED AND RE-GRADED. IN ADDITION, THE INSIDE OF THE STORM DRAIN INLET MUST BE CLEANED AND BE FREE OF SEDIMENT AND DEBRIS AT THE TIME OF INSPECTION.
- 12 THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TEMPORARY BMPs.

SOIL SERIES TABLE

MAPPING UNIT & SOIL NAME	SOIL TEXTURE	ERODIBILITY (K)	STRUCTURE	PERMEABILITY (IN/HR)
Cfs - Chewaco silt loam	Clay loam	0.37	Blocky	1.28
MDD3 - Madison gravelly clay loam	Clay loam	0.28	Blocky	1.28
W - Water	---	---	---	---



GRAPHIC SCALE
SCALE: 1" = 20'



GSWCC Level II Certification
No. 000000003007



CARTER
ENGINEERING

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BOGART, GA 30622

P: 770.725.1200
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www.carterengineering.com

EARTHEN DAM DESIGN PLANS OF LAKE PARADISE DAM 022-054-02636 - 33-752222, -84.960556

SHEET TITLE:

SOILS MAP

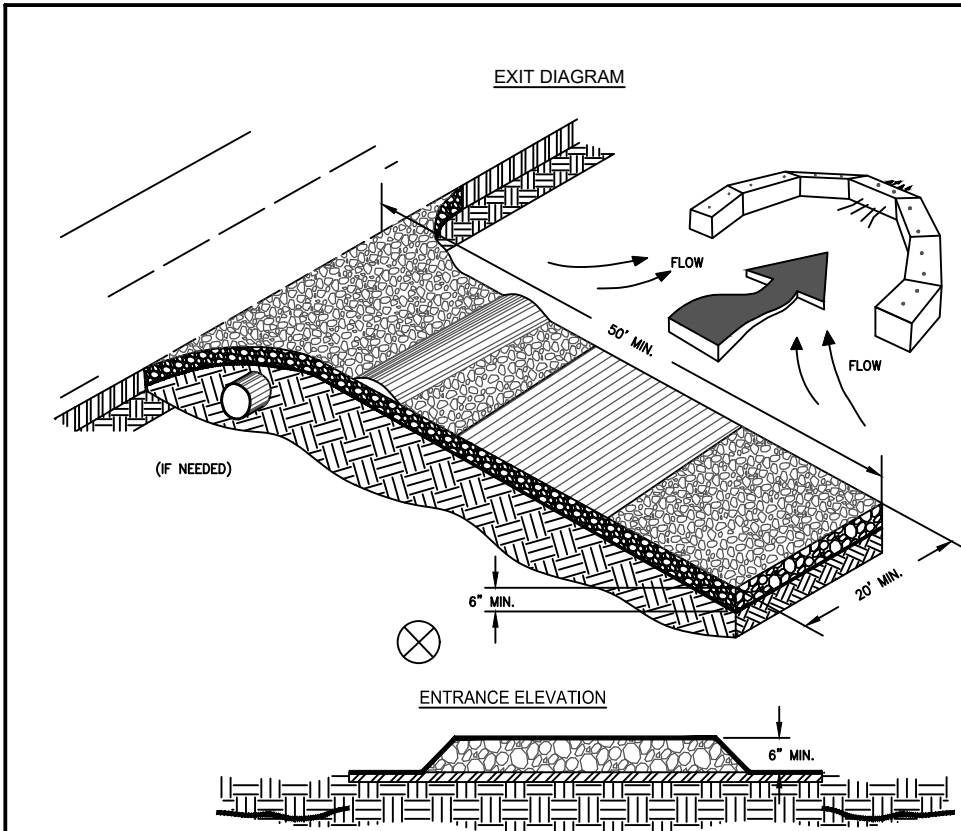
PROJECT NAME:

CITY OF VIL
RICA

SHEET NUMBER:
C 6.2

PROJECT NUMBER:
22001CVR

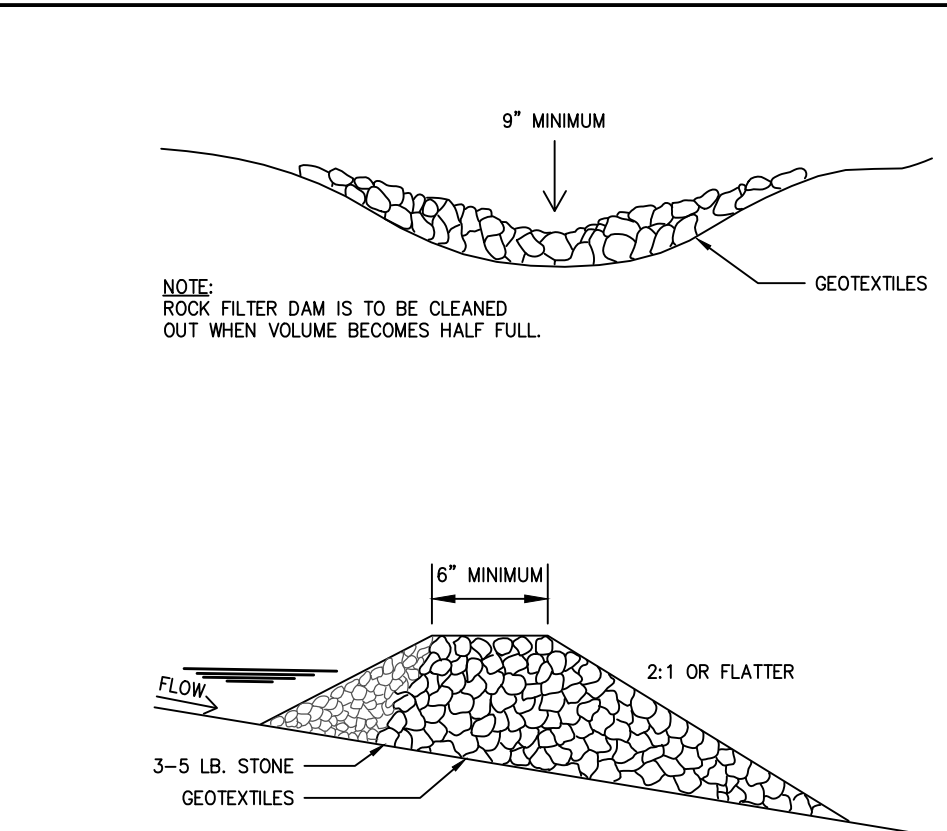
DATE: 10.10.23



- NOTES :**
1. AVOID LOCATING ON STEEP SLOPES OR AT CURVES ON PUBLIC ROADS.
 2. REMOVE ALL VEGETATION AND OTHER UNSUITABLE MATERIAL FROM THE FOUNDATION AREA, GRADE, AND CROWN FOR PROPER DRAINAGE.
 3. AGGREGATE SIZE SHALL BE IN ACCORDANCE WITH NATIONAL STONE ASSOCIATION R-2 (1.5"-3.5" STONE).
 4. GRAVEL PAD SHALL HAVE A MINIMUM THICKNESS OF 6".
 5. PAD WIDTH SHALL BE EQUAL FULL WIDTH AT ALL POINTS OF VERTICAL EXCESS, BUT NO LESS THAN 20'.
 6. A DIVERSION ROSE SHOULD BE CONSTRUCTED WHEN GRADE TOWARD PAVED AREA IS GREATER THAN 2%.
 7. INSTALL PIPE UNDER THE ENTRANCE IF NEEDED TO MAINTAIN DRAINAGE DITCHES.
 8. WHEN WASHING IS REQUIRED, IT SHOULD BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN (DIVERGENT ALL SURFACE RUNOFF AND DRAINAGE FROM THE ENTRANCE TO A SEDIMENT CONTROL DEVICE).
 9. WASHBACKS AND/OR THE WASHERS MAY BE REQUIRED DEPENDING ON SCALE AND CIRCUMSTANCE. IF NECESSARY, WASHBACK DESIGN MAY CONSIST OF ANY MATERIAL, SIZABLE, FOR TRUCK TRAFFIC THAT REMOVE MUD AND DIRT.
 10. MAINTAIN AREA IN A WAY THAT PREVENTS TRACKING AND/OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAYS. THIS WAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.

CRUSHED STONE CONSTRUCTION EXIT

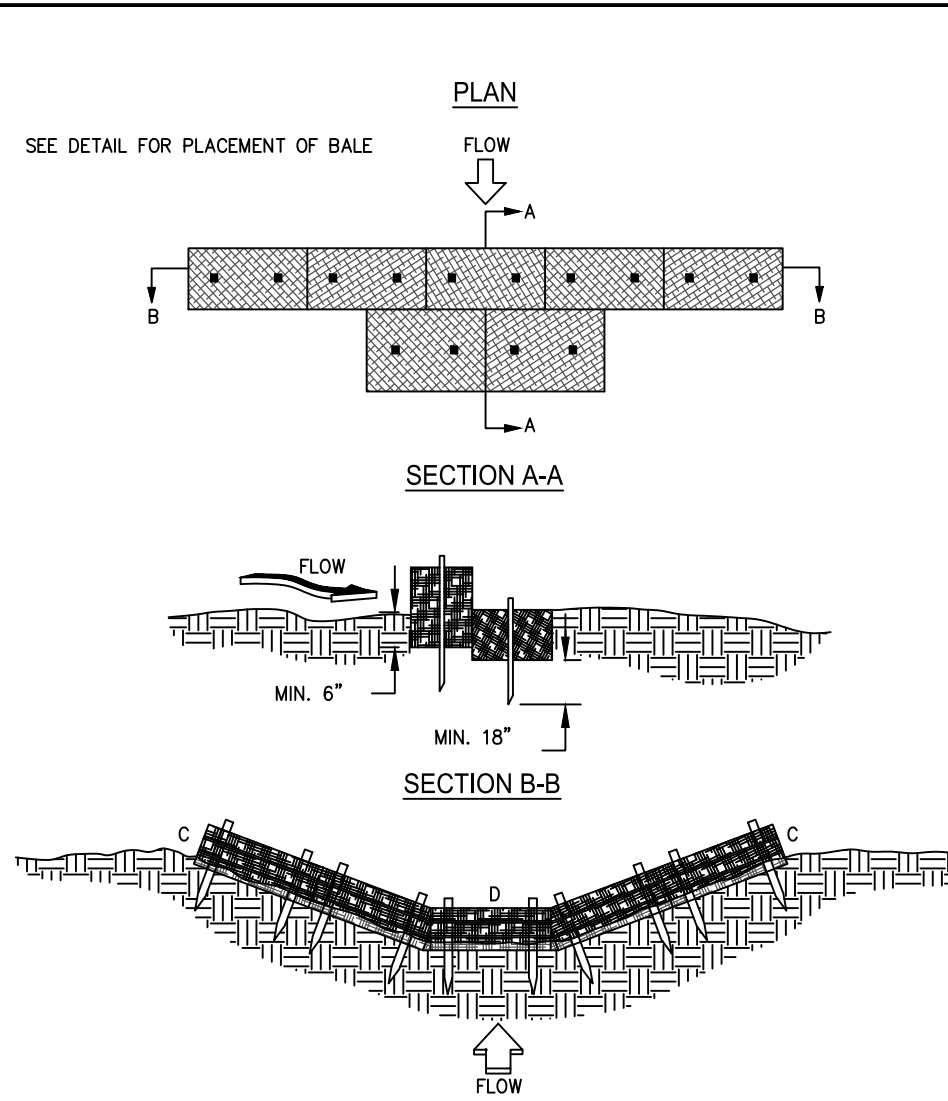
Co



- NOTE:**
- ROCK SIZE DETERMINED ACCORDING TO SPECIFICATIONS SET FORTH IN APPENDIX C.

ROCK FILTER DAM

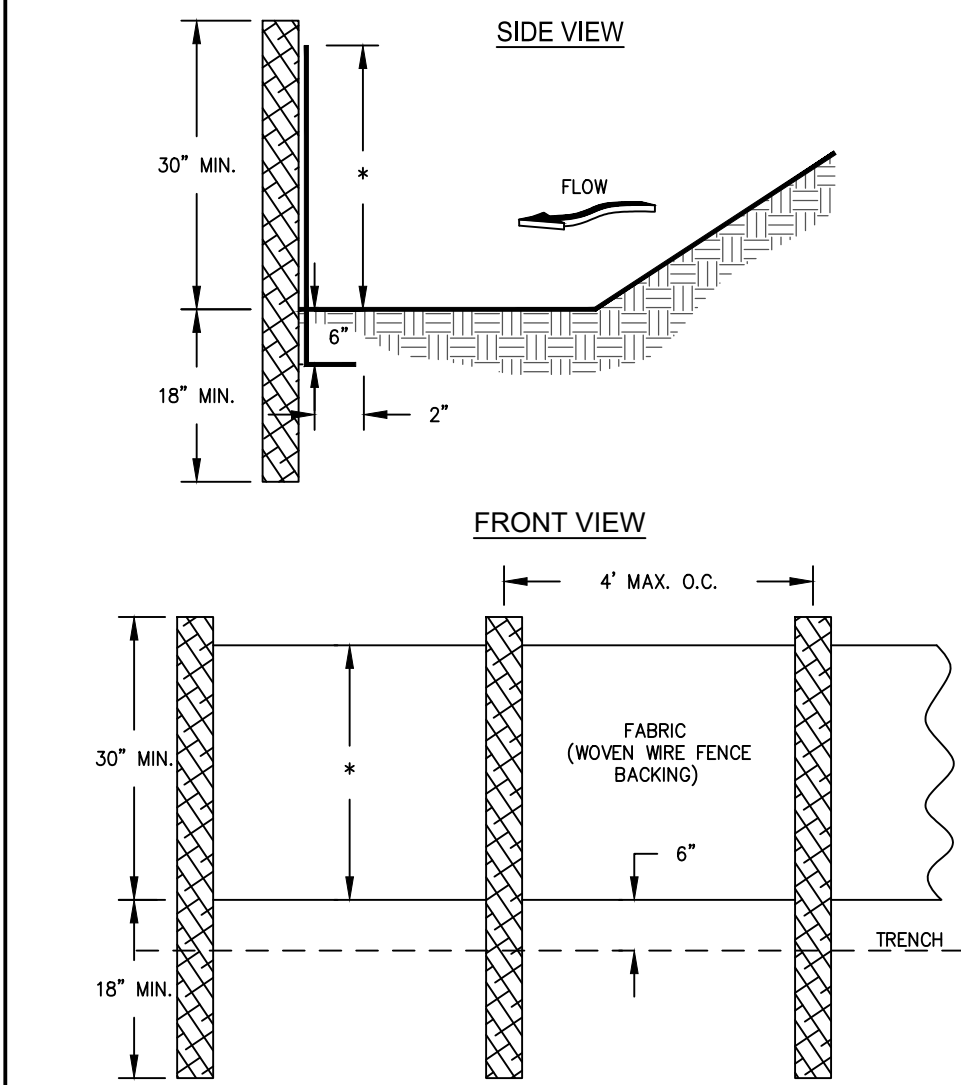
Rd



TYPICAL STRAW BALE CHECK DAM

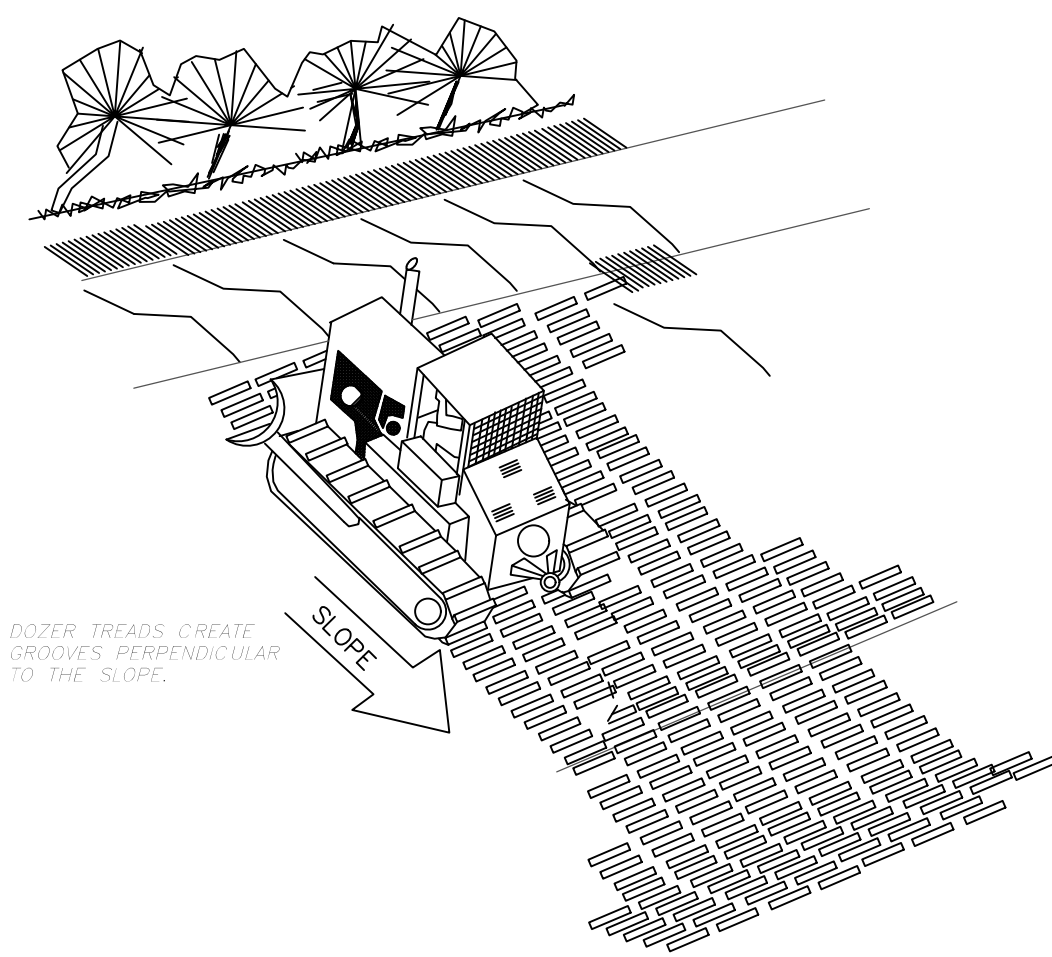
Cd-Hb

- NOTES:**
1. BALES SHOULD BE BOUND WITH WIRE OR NYLON STRING AND SHOULD BE PLACED IN ROWS WITH BALE ENDS TIGHTLY ABUTTING THE ADJACENT BALES.
 2. REMOVE #1 REBAR AFTER STRAW BALES ARE NO LONGER IN PLACE.
 3. POINT C OF SECTION B-B SHOULD ALWAYS BE HIGHER THAN POINT D.



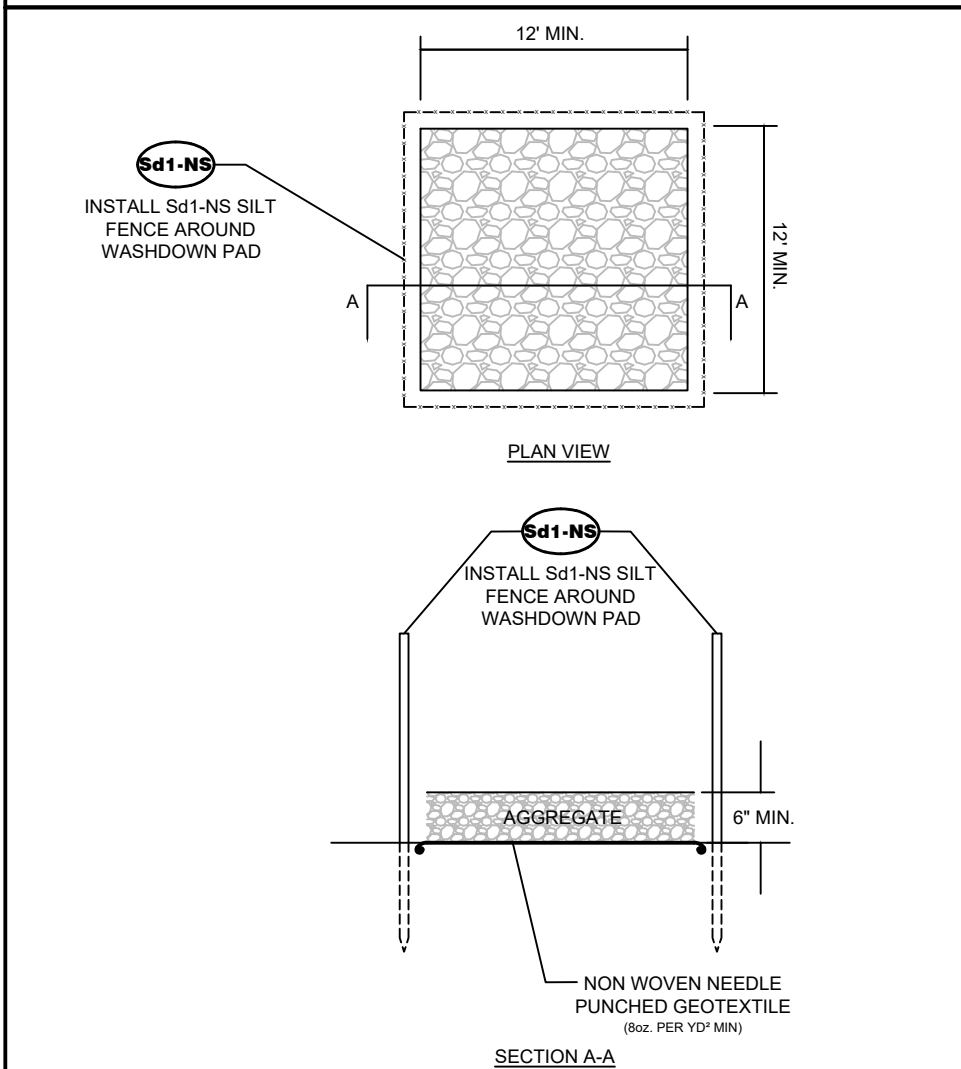
SILT FENCE-TYPE SENSITIVE

Sd1-S



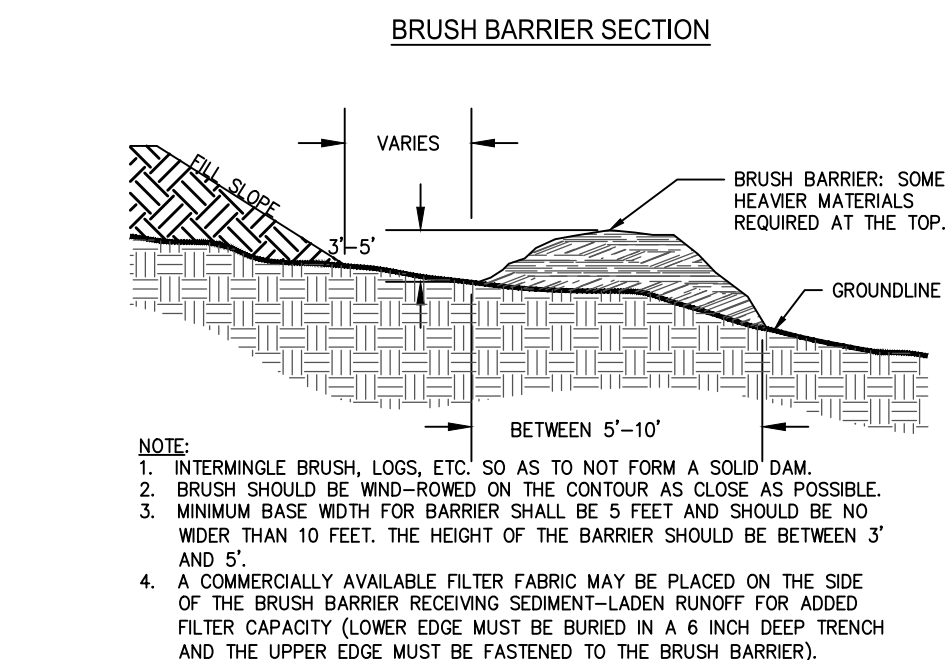
SURFACE ROUGHENING

Su



CONCRETE WASHDOWN AREA DETAIL

NOT TO SCALE



BRUSH BARRIER

Sd1-BB

EROSION CONTROL MEASURES

1. CONFIRM LOCATION OF AND CONSTRUCT/INSTALL SILT FENCES AND CHECK DAMS AS SHOWN ON THE DRAWINGS AND IN ACCORDANCE WITH MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA.
2. ADD TOPSOIL/SURFACE ROUGHEN AS REQUIRED TO PROVIDE BED FOR PERMANENT CONTROL SYSTEM.
3. APPLY PERMANENT SOIL STABILIZATION.
4. AREAS TO BE LEFT DORMANT FOR LONGER THAN 7 DAYS THAT HAVE NOT ALREADY BEEN PERMANENTLY SEEDED MUST BE TEMPORARILY STABILIZED.
5. AFTER GROUND COVER IS WELL ESTABLISHED AND THE SITE IS STABILIZED, RETURN TO THE SITE AND REMOVE ALL TEMPORARY MEASURES AND INSTALL PERMANENT VEGETATION TO ALL AREAS DISTURBED BY TEMPORARY MEASURES.
6. REMOVE EROSION CONTROL MEASURES WITHIN 30 CALENDAR DAYS AFTER FINAL SITE STABILIZATION.

MANAGEMENT PLAN

EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. ALL EROSION CONTROL MEASURES SHALL BE INSPECTED DAILY AND AFTER EACH HEAVY RUNOFF PRODUCING RAINFALL. ALL NEEDED REPAIRS SHALL BE MADE IMMEDIATELY TO MAINTAIN A FUNCTIONING EROSION CONTROL SYSTEM. THE FAILURE OF ANY EROSION CONTROL DEVICE TO FUNCTION AS INTENDED, FOR ANY REASON, SHALL BE CORRECTED IMMEDIATELY. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON-SITE INSPECTION. STRUCTURES THAT SHALL BE INSPECTED INCLUDE:

SEEDING (Ds1 AND FERTILIZING (Ds3)

SEEDING AREA SHALL BE INSPECTED FOR FAILURE AND NECESSARY REPAIRS SHALL BE MADE WITHIN THE SAME SEASON, IF POSSIBLE.

SILT FENCE (Sd1)

ANY FABRIC WHICH COLLAPSES, TEARS, DECOMPOSES, OR BECOMES INEFFECTIVE WILL BE REPLACED IMMEDIATELY. REMOVE SEDIMENT DEPOSITS BEHIND FENCE WHEN SEDIMENT ACCUMULATES TO 6 INCHES.

ROCK FILTER DAM (Rd), CHECK DAM (Cd) OR BRUSH BARRIERS (Sd1-BB)

INSPECT FOR SIGNIFICANT EROSION AROUND THE EDGES AND BETWEEN BARRIERS. REMOVE SEDIMENT ACCUMULATED BEHIND THE DAMS AS REQUIRED TO PREVENT DAMAGE TO CHANNEL VEGETATION. ADD STONES TO DAMS AS REQUIRED TO MAINTAIN DESIGN HEIGHT AND CROSS SECTION.

FERTILIZER SCHEDULE

TYPE OF SPECIES	APPLICATION YEAR	ANALYSIS OR EQUIVALENT N-P-K	RATE LBS./AC.	WATERING
GRASS	FIRST	10-10-10	1000	10-10-10
GRASS	SECOND	10-10-10	1000	10-10-10
GRASS	THIRD	10-10-10	1000	10-10-10
GRASS	FOURTH	10-10-10	1000	10-10-10
GRASS	FIFTH	10-10-10	1000	10-10-10
GRASS	SIXTH	10-10-10	1000	10-10-10
GRASS	SEVENTH	10-10-10	1000	10-10-10
GRASS	EIGHTH	10-10-10	1000	10-10-10
GRASS	NINTH	10-10-10	1000	10-10-10
GRASS	TENTH	10-10-10	1000	10-10-10
GRASS	ELEVENTH	10-10-10	1000	10-10-10
GRASS	TWELFTH	10-10-10	1000	10-10-10
GRASS	THIRTEENTH	10-10-10	1000	10-10-10
GRASS	FOURTEENTH	10-10-10	1000	10-10-10
GRASS	FIFTEENTH	10-10-10	1000	10-10-10
GRASS	SIXTEENTH	10-10-10	1000	10-10-10
GRASS	SEVENTEENTH	10-10-10	1000	10-10-10
GRASS	EIGHTEENTH	10-10-10	1000	10-10-10
GRASS	NINETEENTH	10-10-10	1000	10-10-10
GRASS	TWENTIETH	10-10-10	1000	10-10-10
GRASS	ONE	10-10-10	1000	10-10-10
GRASS	TWO	10-10-10	1000	10-10-10
GRASS	THREE	10-10-10	1000	10-10-10
GRASS	FOUR	10-10-10	1000	10-10-10
GRASS	FIVE	10-10-10	1000	10-10-10
GRASS	SIX	10-10-10	1000	10-10-10
GRASS	SEVEN	10-10-10	1000	10-10-10
GRASS	EIGHT	10-10-10	1000	10-10-10
GRASS	NINE	10-10-10	1000	10-10-10
GRASS	TEN	10-10-10	1000	10-10-10
GRASS	ELEVEN	10-10-10	1000	10-10-10
GRASS	TWELVE	10-10-10	1000	10-10-10
GRASS	THIRTEEN	10-10-10	1000	10-10-10
GRASS	FOURTEEN	10-10-10	1000	10-10-10
GRASS	FIFTEEN	10-10-10	1000	10-10-10
GRASS	SIXTEEN	10-10-10	1000	10-10-10
GRASS	SEVENTEEN	10-10-10	1000	10-10-10
GRASS	EIGHTEEN	10-10-10	1000	10-10-10
GRASS	NINETEEN	10-10-10	1000	10-10-10
GRASS	TWENTY	10-10-10	1000	10-10-10

1. ONE 21-GRAM PELLET PER SEEDLING PLACED IN THE CLOSING HOLE.
- FOOTNOTES:
- 1/ APPLY IN SPRING FOLLOWING SEEDING.
- 2/ APPLY IN SPRING AND LATE SUMMER WHEN HIGH RATES ARE USED.
- 3/ APPLY WHEN PLANTS ARE 18 INCHES.
- 4/ APPLY TO MAINTAIN DESIRED FERTILITY.
- 5/ APPLY WHEN PLANTS GROW TO A HEIGHT OF 2 TO 4 INCHES.

VEGETATIVE COVER SCHEDULE

MONTH	TEMPORARY	PERMANENT	RATE/ACRE	PERMANENT	RATE/ACRE
JAN	ANNUAL HYDROSEED	ANNUAL HYDROSEED	1000	ANNUAL HYDROSEED	1000
FEB	ANNUAL HYDROSEED	ANNUAL HYDROSEED	1000	ANNUAL HYDROSEED	1000
MARCH	ANNUAL HYDROSEED	ANNUAL HYDROSEED	1000	ANNUAL HYDROSEED	1000
APRIL	ANNUAL HYDROSEED	ANNUAL HYDROSEED	1000	ANNUAL HYDROSEED	1000
MAY	ANNUAL HYDROSEED	ANNUAL HYDROSEED	1000	ANNUAL HYDROSEED	1000
JUNE	ANNUAL HYDROSEED	ANNUAL HYDROSEED	1000	ANNUAL HYDROSEED	1000
JULY	ANNUAL HYDROSEED	ANNUAL HYDROSEED	1000	ANNUAL HYDROSEED	1000
AUG	ANNUAL HYDROSEED	ANNUAL HYDROSEED	1000	ANNUAL HYDROSEED	1000
SEPT	ANNUAL HYDROSEED	ANNUAL HYDROSEED	1000	ANNUAL HYDROSEED	1000
OCT	ANNUAL HYDROSEED	ANNUAL HYDROSEED	1000	ANNUAL HYDROSEED	1000
NOV	ANNUAL HYDROSEED	ANNUAL HYDROSEED	1000	ANNUAL HYDROSEED	1000
DEC	ANNUAL HYDROSEED	ANNUAL HYDROSEED	1000	ANNUAL HYDROSEED	1000

TACKIFIERS AND BINDERS TABLE

PRODUCT OR TRADE NAME	RECOMMENDED APPLICATION RATE
AGRO TRACK MP	40 lb./ac.
CONVED CON-TAC	40 lb./ac.
EMULSIFIED ASPHALT	100 gal. of SS-1h or 100 gal. of CSS-1h and 100 gal. of water per ton of mulch
HERCULES SOLLOC-E	PMR
HYDRO-BOND	35 lb./ac.
RMB-plus	80-120 lb./ac.
TAC-PAC GT	PMR
TERRA-MULCH	PMR
TACKING AGENT III	PMR

Ds1 Ds2 Ds3

APPROVED TACKIFIERS AND BINDERS

PRODUCT OR TRADE NAME	RECOMMENDED APPLICATION RATE
A500 HYDRO-STIK	40 lb./ac.
Agro Track MP	PMR
CONVED CON-TAC	40 lb./ac.
Eco Tak-OP/Eco Tak-SATII PMR	100 gal. of SS-1h or 100 gal. of CSS-1h and 100 gal. of water per ton of mulch
Emulsified Asphalt	100 gal. of SS-1h or 100 gal. of CSS-1h and 100 gal. of water per ton of mulch
Hercules Solloc-E	PMR
HYDRO-BOND	35 lb./ac.
RMB-plus	80-120 lb./ac.
TAC-PAC GT	PMR
TERRA-MULCH	PMR
TACKING AGENT III	PMR

Du

DUST CONTROL



GSWCC Level II Certification
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EARTHEN DAM DESIGN
PLANS
OF
LAKE PARADISE DAM
022.054.02636 - 33.752222, -84.90556

SHEET TITLE:
EROSION
CONTROL DETAILS

PROJECT NAME:

CITY OF VILLA
RICA

SHEET NUMBER:
C 6.3

PROJECT NUMBER:
22001CVR

DATE:
10.10.23

GENERAL

Detailed engineering plans of the proposed embankment, spillway(s), and reservoir on the attached sheets shall be included as part of these specifications.

RESPONSIBILITIES OF

A. LANDOWNERS:

The landowner or the landowner's agent is responsible for obtaining all required permits and easements to top of dam elevation prior to construction. The landowner must acquaint himself with these plans and specifications to determine that the completed structure will fulfill his present and future needs.

B. CONTRACTOR:

The contractor is to be acquainted with the provisions of these plans and specifications, conditions at the site that may affect the schedule of operation, and the location and meaning of all stakes on the site. All benchmarks, grade and line stakes must be left undisturbed and protected by the contractor to facilitate construction and inspection. The contractor is responsible for locating and replacing all utilities.

C. CARTER ENGINEERING CONSULTANTS

The Engineer of Record with Carter Engineering Consultants is in no manner a party to any verbal or written contract between the landowner and the contractor. Operating under a signed contract or proposal with the landowner or his agent, the Engineer of Record will perform those construction observation functions that are set forth in that agreement.

D. GEOTECHNICAL ENGINEER

All earthwork activities shall be at the direction and supervision of a senior engineering technician working directly under an experienced geotechnical engineer. All material will be approved prior to placement. Placement procedures will be monitored and approved by the geotechnical technician and engineer. The earthwork specifications included herein are to be consider minimum standards. If there are discrepancies between the specifications herein and the geotechnical report, or if circumstances arise in the field requiring deviation, all earthwork shall be at the direction and approval of the geotechnical engineer.

E. STRUCTURAL ENGINEER

All construction activities associated with the construction and erection of structural forms shall be at the direction and supervision of a structural engineer. The structural and concrete specifications included herein are to be consider minimum standards. If there are discrepancies between the specifications herein and the structural plans, or if circumstances arise in the field requiring deviation, all structural work shall be at the direction and approval of the structural engineer.

Page 1

placed upon a frozen surface nor shall snow, ice, or frozen material be incorporated in the earthfill matrix. Earthfill shall be placed in approximately horizontal layers. The thickness of each layer before compaction shall not exceed the maximum thickness specified. Hand compacted earth backfill shall be placed in layers whose thickness before compaction does not exceed the maximum thickness specified for layers of earth backfill compacted by manually directed power tampers.

Earth backfill shall be placed in a manner that prevents damage to the structures and allows the structures to assume the loads from the earth backfill gradually and uniformly. The height of the earth backfill adjacent to a structure shall be increased at approximately the same rate on all sides of the structure.

Earthfill and earth backfill in dams, levees, and other structures designed to restrain the movement of water shall be placed to meet the following additional requirements:

1. The distribution of materials throughout each zone shall be essentially uniform, and the earthfill shall be free from lenses, pockets, streaks, or layers of material differing substantially in texture, moisture content, or gradation from the surrounding material. Zone earthfills shall be constructed concurrently unless otherwise specified.
2. The surface of each layer shall be scarified parallel to the axis of the fill to a depth of not less than 2 inches before the next layer is placed.
3. The top surface of embankments shall be maintained approximately level during construction with two exceptions: A crown or cross-slope of about 2 percent shall be maintained to ensure effective drainage, or as otherwise specified for drainfill or sectional zones.
4. Dam embankments shall be constructed in continuous layers from abutment to abutment except where openings to facilitate construction or to allow the passage of streamflow during construction are specifically authorized.

Control of moisture content

During placement and compaction of earthfill and earth backfill, the moisture content of the material being placed shall be maintained within the specified range. The application of water to the earthfill material shall be accomplished at the borrow areas insofar as practicable. Water may be applied by sprinkling the material after placement on the earthfill, if necessary. Uniform moisture distribution shall be obtained by diskling. Material that is too wet when deposited on the earthfill shall either be removed or be dried to the specified moisture content prior to compaction. If the top surface of the preceding layer of compacted earthfill or a foundation or abutment surface in the zone of contact with the earthfill becomes too dry to permit suitable bond, it shall either be removed or scarified and moistened by sprinkling to an acceptable moisture content before placement of the next layer of earthfill.

Compaction

Earthfill--Earthfill shall be compacted according to the following requirements for the class of compaction specified:

1. Each layer of earthfill shall be compacted as necessary to provide the density of the earthfill matrix not less than the minimum density specified. The earthfill matrix is defined as the portion of the earthfill material finer than the maximum particle size allowed in the reference compaction test method specified (ASTM D698 or ASTM D1557).

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Site Specific Requirements:

1. The earthfill material shall consist of sandy clays (SC), clay (CL), sandy silts (ML), elastic silts (CH), high plasticity clays (MH) and silty sands (SM). Earthfill materials shall be obtained from the identified borrow areas.
2. The in place density of the earthfill shall be 95% of the Standard Density or greater as defined in ASTM D698, Method A.
3. The moisture content of the fill matrix at the time of compaction shall be at optimum moisture content or no more than 2 % above optimum moisture content.
4. The maximum layer thickness before compaction shall be 9 inches.
5. The maximum rock size allowable within earthfill shall be 4 inches. Maximum rock size allowable within topsoil layer shall be 2 inches.
6. Prior to placement of the initial fill layer on earthen foundations, the foundation shall be loosened to a depth of approximately 6 inches and, after any necessary moisture adjustments, shall be compacted with a minimum of six complete passes of the compacting equipment.
7. After being deposited on the fill, each lift of fill material shall be spread, bladed, and smoothed to the extent necessary to insure that the surface is free of abrupt mounds, depressions, or windrows to provide a smooth uniform surface for operation of plowing and compaction equipment. Each lift of material shall then be disked, bladed, and plowed to an acceptable degree and depth so as to thoroughly loosen and blend the material with the preceding lift before compaction is started.
8. All foundation and embankment surfaces shall be closely examined immediately prior to the placement of all earthfills and backfills. All materials that exhibit drying cracks, slaking, or other evidences unstable or unsuitable, shall be removed or reworked by scarification, wetting, and compaction to the affected depths prior to the placement of fill.

D. EXCAVATION:

All excavation areas shall conform to the grades, bottom width, and side slopes shown on the plans. All borrow areas shall be graded so as to be well drained and protected from erosion by the use of diversions or other best management practices. Side slopes of borrow areas shall be left in such condition that establishment of vegetation, mowing, and maintenance operations will be facilitated. Surface soils excavated and saved from the excavation areas shall be placed on the disturbed areas to facilitate establishment of vegetation.

Use of excavated material

To the extent they are needed, all suitable material from the specified excavations shall be used in the construction of required permanent earthfill or rockfill. The suitability of material for specific purposes is determined by the engineer. The contractor shall not waste or otherwise dispose of suitable excavated material.

Disposal of waste materials

All surplus or unsuitable excavated materials are designated as waste and shall be disposed of at the locations designated by the engineer of record.

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(Adequate compaction is visually achieved when the "feet" of the sheepfoot roller will walk on top of the compacted clay.) Special equipment will be used when the required compaction cannot be obtained by routing of the construction equipment.

F. PIPE:

All pipes shall be installed to the elevations and grades as shown on the drawings. Pipe bed side slopes shall be at no steeper than 1 horizontal to 1 vertical. Select backfill shall be placed below and around the pipe and its components in layers not exceeding 4 inches and each successive layer thoroughly hand compacted using a manually directed hand tamper or equivalent to at least 95 percent of the maximum laboratory dry density according to Standard Proctor (ASTM D-698, AASHTO T-99). Moisture shall be at or within 2 percent above the optimum moisture content. Standing water shall be removed from the pipe bed before backfilling is started. If the soil is too dry, a water truck with spreader bar or spray hose shall be used to bring the soil to the proper moisture range. The water shall be thoroughly and properly mixed with the soil prior to compaction. Backfill shall be installed evenly on both sides of the pipe.

PVC Pipes: All pipes associated with the siphon vent shall be Schedule 40 - PVC unless otherwise specified. Plastic pipe that will be exposed to direct sunlight shall be protected by coating or shielding.

- Pressure Testing:** All principal outlets and drawdown conduits, regardless of material, shall be pressure tested in accordance with the following procedures:
1. The Engineer shall be notified 48 hours prior to the testing of the conduit.
 2. Prior to backfilling the conduit, it shall be tested and meet either of the following conditions:
 - a. Conduits shall be water tested to a minimum of 10 feet of head at the upstream invert and are required to hold this head for a minimum of 2 hours.
 - b. Conduits can be supplied from the manufacturer with testable joints. After the conduit sections are placed, each joint shall be required to maintain a static air pressure of not less than 50 psi for a minimum of 5 minutes.
 3. All pipe joints shall be inspected during the test procedure. Any visible leaks shall be repaired regardless of the test results.
 4. Failure of the conduit to meet the requirements of the test shall be investigated by the contractor and reported to the design engineer along with recommendations for correcting the failure. The conduit shall be retested and must meet the requirements of the test prior to backfilling.
 5. The Engineer shall approve the testing procedures for non-standard conduits, ie. Siphons, box culverts, etc. (Contact Engineer of Record for recommended pressure testing methods)
 6. The Design Engineer must be present during the conduit pressure tests. The records must include:
 - a. The testing procedure and requirements.
 - b. Equipment used to perform the test.
 - c. A continuous record of the test and any re-test.

G. DRAINFILL:

Material

Drainfill material shall conform to the requirements shown in the drawings. The material shall be selected as necessary to avoid the inclusion of organic matter, clay balls, excessive fine particles, or other substances that would interfere with their free-draining properties.

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SPECIFICATIONS FOR CONSTRUCTION

A. CLEARING:

Trees and stumps shall be completely removed and disposed of as approved by the land owner and meeting requirements of the local municipality.

B. FOUNDATION PREPARATION:

The foundation area shall be cleared of all trees, stumps, and debris. All topsoil containing excessive amounts of organic material shall be removed. All sharp breaks shall be sloped to not steeper than 1:1 and the foundation thoroughly scarified before placement of the embankment fill.

C. EARTHFILL MATERIAL:

Earthfill material shall be taken from borrow areas designated by an appropriate geotechnical determination. Individuals with experience in dam engineering shall determine borrow areas. The geotechnical study shall identify the maximum allowable depth of cut in each borrow area. Only prior approved material will be placed at the site.

Earthfill is composed of natural earth materials that can be placed and compacted by construction equipment operated in a conventional manner.

Earth backfill is composed of natural earth material placed and compacted in confined spaces or adjacent to structures (including pipes) by hand tamping, manually directed power tampers or vibrating plates, or their equivalent.

Material

All fill material shall be obtained from required excavations and designated borrow areas. The selection, blending, routing, and disposition of material in the various fills shall be subject to approval by the engineer or record.

Fill materials shall contain no frozen soil, sod, brush, roots, or other perishable material. Rock particles larger than the maximum size specified for each type of fill shall be removed prior to compaction of the fill.

The types of material used in the various fills shall be as listed and described in the specifications and drawings.

Foundation preparation

Foundations for earthfill shall be stripped to remove vegetation and other unsuitable material or shall be excavated as specified. Except as otherwise specified, earth foundation surfaces shall be graded to remove surface irregularities and shall be scarified parallel to the axis of the fill or otherwise acceptably scored and loosened to a minimum depth of 2 inches. The moisture content of the loosened material shall be controlled as specified for the earthfill, and the surface material of the foundation shall be compacted and bonded with the first layer of earthfill as specified for subsequent layers of earthfill. Foundation and abutment surfaces shall be no steeper than one horizontal to one vertical unless otherwise specified. Test pits or other cavities shall be filled with compacted earthfill conforming to the specifications for the earthfill to be placed upon the foundation.

Placement

Earthfill shall not be placed until the required excavation and foundation preparation have been completed and the foundation has been inspected and approved by the engineer. Earthfill shall not be

Page 2

Earth backfill

Earth backfill adjacent to structures shall be compacted to a density equivalent to that of the surrounding in-place earth material or adjacent required earthfill or earth backfill. Compaction shall be accomplished by hand tamping or manually directed power tampers, plate vibrators, walk-behind, miniature, or self-propelled rollers. Unless otherwise specified heavy equipment including backhoe mounted power tampers or vibrating compactors and manually directed vibrating rollers shall not be operated within 3 feet of any structure. Towed or self-propelled vibrating rollers shall not be operated within 5 feet of any structure. Compaction by means of drop weights operating from a crane or hoist is not permitted.

The passage of heavy equipment will not be allowed:

Over cast-in-place conduits within 14-days after placement of the concrete

Over cradled or bedded precast conduits within 7 days after placement of the concrete cradle or bedding

Over any type of conduit until the backfill has been placed above the top surface of the structure to a height equal to one-half the clear span width of the structure or pipe or 3 feet, whichever is greater. Compacting of earth backfill adjacent to structures shall not be started until the concrete has attained the strength specified. The strength is determined by compression testing of test cylinders cast by the contractor's quality control personnel for this purpose and cured at the work site in the manner specified in ASTM C 31 for determining when a structure may be put into service.

When the required strength of the concrete is not specified as described above, compaction of earth backfill adjacent to structures shall not be started until the following time intervals have elapsed after placement of the concrete.

Structure	Time interval (days)
Vertical or near-vertical walls with earth loading on one side only	14
Walls backfilled on both sides simultaneously	7
Conduits and spillway risers, cast-in-place (with inside forms in place)	7
Conduits and spillway risers, cast-in-place (inside forms removed)	14
Conduits, pre-cast, cradled	2
Conduits, pre-cast, bedded	1
Cantilever outlet bents (backfilled both sides simultaneously)	3

Reworking or removal and replacement of defective earthfill

Earthfill placed at densities lower than the specified minimum density or at moisture contents outside the specified acceptable range of moisture content or otherwise not conforming to the requirements of the specifications shall be reworked to meet the requirements or removed and replaced by acceptable earthfill. The replacement earthfill and the foundation, abutment, and earthfill surfaces upon which it is placed shall conform to all requirements of this specification for foundation preparation, approval, placement, moisture control, and compaction.

Testing

During the course of the work, the contractor shall perform quality control tests, as applicable, to identify earthfill and earth backfill materials; determine the reference maximum density and optimum moisture content; and document that the moisture content of material at the time of compaction and the density of earthfill and earth backfill in place conform to the requirements of this specification.

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Excavation limits

Excavations shall comply with OSHA Construction Industry Standards (29CFR Part 1926) Subpart P, Excavations, Trenching, and Shoring. All excavations shall be completed and maintained in a safe and stable condition throughout the total construction phase. Structure and trench excavations shall be completed to the specified elevations and to the length and width required to safely install, adjust, and remove any forms, bracing, or supports necessary for the installation of the work. Excavations outside the lines and limits shown on the drawings or specified herein required to meet safety requirements shall be the responsibility of the contractor in constructing and maintaining a and stable excavation.

Borrow excavation

When the quantities of suitable material obtained from specified excavations are insufficient to construct the specified earthfills and earth backfills, additional material shall be obtained from the designated borrow areas per the geotechnical study. The extent and depth of borrow pits within the limits of the designated borrow areas shall be as approved by the geotechnical engineer.

Borrow pits shall be excavated and finally dressed to blend with the existing topography and sloped to prevent ponding and to provide drainage.

Site Specific Requirements:

1. All areas of excavation associated with this project shall meet this specification.
2. The Contractor shall stockpile and protect the excavated material for re-use in a temporary stockpile area and in a manner that will minimize contamination and moisture absorption as approved by the Engineer.
3. All areas disturbed shall be smoothed and left in a condition so that they can be easily traversed by motorized farm seeding equipment. Earth materials shall be graded to provide positive drainage into natural drainage patterns as the work proceeds. All drains (this includes shallow ponds) shall be sloped to move water into the natural drainage pattern without excessive erosion.
4. Spoil materials shall not be placed on the dam. The engineer of record shall designated spoil area. Spoil material shall be spread, shaped, vegetated, and/or mulched within fifteen (15) calendar days following excavation, unless otherwise approved by the engineer of record.

E. EMBANKMENT CONSTRUCTION:

The material placed in the embankment shall be free of sod, roots, stones over 4 inches in diameter, and other objectionable materials. The fill material shall be placed and spread over the entire fill, starting at the lowest point of the foundation, in layers not to exceed 9 inches in thickness, in loose depth for the width of the cross-section and shall be compacted to at least 95 percent of the maximum laboratory dry density according to Standard Proctor (ASTM D-698, AASHTO T-99). Moisture shall be at or within 2 percent above the optimum moisture content. Each lift shall be rolled with a sheepfoot roller or a loaded rubber tired dump truck, loader or pan. If the soil is too dry, a water truck with spreader bar or spray hose shall be used to bring the soil to the proper moisture range. The water shall be thoroughly and properly mixed with the soil prior to compaction. Typically, a minimum of 4 passes of a filled rubber-tired pan or sheepfoot roller will achieve the necessary level of compaction; however, field testing should be performed to verify the compaction method.

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Base preparation

Foundation surface and trenches shall be clean and free of organic matter, loose soil, foreign substance, and standing water when the drainfill is placed. Earth surfaces upon or against which drainfill will be placed shall not be scarified.

Placement

Drainfill shall not be placed until the subgrade has been inspected and approved by the engineer. Drainfill shall not be placed over or around pipe or drain tile until the installation of the pipe or tile has been inspected and approved.

Drainfill shall be placed uniformly in layers not to exceed 8 inches thick before compaction. When compaction is accomplished by manually controlled equipment, the layers shall not exceed 8 inches thick. The material shall be placed to avoid segregation of particle sizes and to ensure the continuity and integrity of all zones. No foreign material shall be allowed to become intermixed with or otherwise contaminate the drainfill.

Traffic shall not be permitted to cross over drains at random. Equipment cross-overs shall be maintained, and the number and location of such crossovers shall be established and approved before the beginning of drainfill placement. Each crossover shall be cleaned of all contaminating material and shall be inspected and approved by the engineer before the placement of additional drainfill material.

Any damage to the foundation surface or the trench sides or bottom occurring during placement of drainfill shall be repaired before drainfill placement is continued.

The upper surface of drainfill constructed concurrently with adjacent zones of earthfill shall be maintained at a minimum elevation of 1 foot above the upper surface of adjacent earthfill.

Drainfill over and/or around pipe or drain tile shall be placed to avoid any displacement in line or grade of the pipe or tile.

Drainfill shall not be placed adjacent to structures until the concrete has attained the strength specified. The strength shall be determined by compression testing of concrete test cylinders cast and field cured at the project site in accordance with ASTM Method C 31 for determining when a structure may be placed into service.

When the required strength of the concrete is not specified as described above, placement of drainfill adjacent to concrete structures shall not be commenced until the following item intervals have elapsed following placement of the concrete:

Structure type	Time interval (days)
Vertical or near-vertical wall with earth loading on one side only (retaining walls and counterforts)	14
Walls backfilled on both sides simultaneously	7

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REVISION BLOCK	ISSUE	REVISION DATE & DESCRIPTION
1	1	10.10.23 - INITIAL SUBMITTAL
2	2	...
3	3	...
4	4	...
5	5	...
6	6	...
7	7	...
8	8	...



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EARTHEN DAM DESIGN
PLANS
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022.054-02636 - 33.752222, -84.960556

SHEET TITLE:
SPECIFICATIONS

PROJECT NAME:
CITY OF VILLA
RICA

SHEET NUMBER:
C 7.0

PROJECT NUMBER:
22001CVR

DATE:
10.10.23

Conduits and galleries, cast-in-place (with inside forms in place)	7
(inside forms removed)	14
Conduits, precast, cradled	2
Conduits, precast, bedded	1
Cantilever outlet bents backfilled on both sides simultaneously	3

Control of moisture

The moisture content of drainfill material shall be controlled as specified in the drawings. When additional water is required, it shall be applied in a manner to avoid excessive wetting to adjacent earthfill.

Compaction

Drainfill shall be compacted according to the following requirements for the class of compaction specified:

For drainfill materials with more than 70 percent passing the 3/4 inch sieve, each layer of drainfill shall be compacted to a minimum dry density of not less than 95% of the dry density as determined by ASTM D 698. For drainfill materials with 70 percent or less passing the 3/4 inch sieve, each layer of drainfill shall be compacted to a relative density of not less than 70 percent as determined by ASTM D 4254.

Storing and handling

Drainfill and filter aggregates shall be stored and handled by methods that prevent segregation of particle sizes or contamination by mixing with other material.

Site Specific Requirements:

Drainfill, Fine

- This item shall consist of furnishing and installing the fine gradation drainfill to the lines and grades shown on the drawings.
- Gradation shall be as designated on the drawings.
- During placement, special care shall be taken to protect the pipe.
- Each layer of filter material shall be saturated immediately prior to placement of subsequent layer.

The Contractor shall furnish the Engineer in writing, a proposed plan for dewatering before commencing with any construction activity that dewatering may be required. Acceptance of this plan will not relieve the Contractor of responsibilities for completing the specified work.

Dewatering Borrow Areas

The Contractor shall maintain all borrow areas free of surface water and otherwise provide for timely and effective removal of surface and subsurface water that accumulates within the borrow area. Borrow material shall be processed as necessary to achieve proper and uniform moisture content at the time of placement.

Erosion and Pollution Control

Removal of water from the construction site, including the borrow areas, shall be accomplished in a manner that erosion and the transporting of sediment and other pollutants are minimized. Dewatering activities shall be accomplished in a manner that the water table water quality is not altered.

Removal of Temporary Works

When temporary works are no longer needed, the Contractor shall remove and return the area to a similar condition that existed prior to construction. Areas where temporary works were located shall be graded for slightly appearance with no obstruction to natural surface water flows or the proper functioning and access to the works of improvement installed. The Contractor shall exercise extreme care during the removal stages to minimize the loss of soil sediments and debris that was trapped during construction.

I. VEGETATION:

Adapted vegetation shall be established on all exposed surfaces of the embankment, spillway, borrow, and spoil areas as soon as possible after construction. Vegetation will be applied as critical area planting and will include seedbed preparation, seeding, liming, fertilizing, and mulching. The dam slopes shall be tracked with a dozer to facilitate vegetation establishment. All vegetation shall meet the attached vegetation specifications.

J. EROSION AND SEDIMENT CONTROL:

During construction, erosion should be minimized and sediment controlled utilizing Best Management Practices listed in the Manual for Erosion and Sediment Control in Georgia. The attached Erosion and Sediment Control Plan shall be followed at all times.

K. CONTRACTOR QUALITY CONTROL:

The Contractor shall develop, implement and maintain a system of quality control to provide the specified testing and verification of material quality prior to use. The system activities shall include procedures to verify adequacy of completed work, initiate corrective action to be taken and document the final results. The burden of proof that work performed meets contract requirements and has been performed in a workmanlike manner is the Contractor's. The following requirements shall apply to any placed earthfill. The Contractor shall provide continuous inspection during placement to verify that: foundation or subgrade areas are in the specified condition for placement of earthfill; earthfill materials are free of undesirable materials, and obtained from the specified borrow areas or stockpiles;

Sampling and testing

The geotextile shall meet the specified requirements (Table 1 or 2) for the product style shown on the label. Product properties as listed in the latest edition of the "Specifiers Guide", *Geotechnical Fabrics Report*, ADDRESS: Industrial Fabrics Association International, 1801 County Road BW, Roseville, MN 55113-4061; and that represents minimum average roll values, will be acceptable documentation that the product style meets the requirements of these specifications.

For products that do not appear in the above directory, or do not have minimum average roll values listed, typical test data from the identified production run of the geotextile will be required for each of the specified tests (Table 1 or 2) as covered under clause AGAR 452.236-76.

Shipping and storage

The geotextile shall be shipped/transported in rolls wrapped with a cover for protection from moisture, dust, dirt, debris, and ultraviolet light. The cover shall be maintained undisturbed to the maximum extend possible prior to placement.

Each roll of geotextile shall be labeled or tagged to clearly identify the brand, Class and the individual production run in accordance with ASTM D 4873.

Table 1
Requirements for Woven Geotextiles

Property	Test Method	Class I	Class II & III	Class IV
Tensile Strength (pounds) 1/	ASTM D 4632 Grab Test	200 minimum in any principal direction	120 minimum in any principal direction	180 min. in any principal direction
Bursting Strength (psi) 1/	ASTM D 3786 Diaphragm Tester	400 minimum	300 minimum	NA
Elongation at Failure (percent) 1/	ASTM D 4632 Grab Test	<50	<50	<50
Puncture (pounds) 1/	ASTM D 4833	90 minimum	60 minimum	60 minimum
Ultraviolet Light (percent residual tensile strength)	ASTM D 4355 150-hours exposure	70 minimum	70 minimum	70 minimum
Apparent Opening Size (AOS)	ASTM D 4751	As specified or a minimum # 100 2/	As specified or a minimum # 100 2/	As specified or minimum # 100 2/
Percent Open Area (percent)	CWO-02215-86	4.0 minimum	4.0 minimum	1.0 minimum
Permittivity sec ⁻¹	ASTM D 4491	0.10 minimum	0.10 minimum	0.10 min.

1/ Minimum average roll value (weakest principal direction).

2/ U. S. Standard Sieve Size.

NOTE: CWO is a USACE reference.

as specified below. Rock from approved sources shall be excavated, selected, and processed to meet the specified quality and grading requirements at the time the rock is installed.

Aggregate Quality

Aggregate Quality	Maximum Percent
Abrasion loss "B" grading	65
Soundness loss	15
Flat and slabby pieces (length five times move than the average thickness)	5
Weather and/or decomposed pieces and shale	5

Gradation

Georgia Department of Transportation Type 1 Rip Rap		
Size By Volume	Approximate Weight	Percent Smaller Than
4.2 ft ³ (0.12 m ³)	700 lbs (320 kg)	100%
1.8 ft ³ (0.05 m ³)	300 lbs (135 kg)	50% - 90%
0.8 ft ³ (0.02 m ³)	125 lbs (55 kg)	20% - 65%
*Between 0% and 15% of the Type 1 rip rap shall pass a 4 inch (100mm) square opening sieve		

Georgia Department of Transportation Type 3 Rip Rap		
Size By Volume	Approximate Weight	Percent Smaller Than
1.0 ft ³ (0.03 m ³)	165 lbs (75 kg)	100%
0.1 ft ³ (0.003 m ³)	15 lbs (7 kg)	10% - 65%
*Between 0% and 15% of the Type 3 rip rap shall pass a 2 inch (50mm) square opening sieve		

Type	Size (Square Opening)		
	Max.	Avg. (D50)	Min
1	24"	12"	7"
3	12"	9"	5"

RIPRAP SPECIAL GRADATION SIZING (D50 = 18 IN.)

PERCENT PASSING	DIAMETER (INCHES)
100	36
0-100	27
35-50	18
10-35	9
0-10	2

When specified by the EOR to verify the gradation of the rock riprap, a particle size analysis shall be performed in accordance with ASTM D5519, Test Method A or B. The analysis shall be performed at the work site on a test pile of representative rock. The mass of the test pile shall be at least 20 times the mass of the largest rock in the pile The results of the test shall be compared to the gradation

required for the project. Test pile results that do not meet the construction specifications shall be cause for the rock to be rejected. The test pile that meets contract requirements shall be left on the job site as a sample for visual comparison. The test pile shall be used as part of the last rock riprap to be placed.

Filter or bedding aggregates when required shall conform to Material Specification G, Drainfill, unless otherwise specified. Geotextiles shall conform to Material Specification N, Geotextile.

Subgrade preparation

The subgrade surface on which the rock riprap, filter, bedding, or geotextile is to be placed shall be cut or filled and graded to the lines and grades shown on the drawings. When fill to subgrade lines is required, it shall consist of approved material and shall conform to the requirements of the specified class of earthfill. Rock riprap, filter, bedding, or geotextile shall not be placed until the foundation preparation is completed and the subgrade surface has been inspected and approved.

Equipment-placed rock riprap

The rock riprap shall be placed by equipment on the surface and to the depth specified. It shall be installed to the full course thickness in one operation and in such a manner as to avoid serious displacement of the underlying material. The rock for riprap shall be delivered and placed in a manner that ensures the riprap in place is reasonably homogeneous with the larger rocks uniformly distributed and firmly in contact one to another with the smaller rocks and spalls filling the voids between the larger rocks. Some hand placing may be required to provide a neat and uniform surface. Rock riprap shall be placed in a manner to prevent damage to structures. Hand placing is required as necessary to prevent damage to any new and existing structures.

Hand placed rock riprap

The rock riprap shall be placed by hand on the surface and to the depth specified. It shall be securely bedded with the larger rocks firmly in contact one to another without bridging. Spaces between the larger rocks shall be filled with smaller rocks and spalls. Smaller rocks shall not be grouped as a substitute for larger rock. Flat slab rock shall be laid on its vertical edge except where it is laid like paving stone and the thickness of the rock equals the specified depth of the riprap course.

Filter or bedding

When the design specifies filter, bedding, or geotextile beneath the rock riprap, the designated material shall be placed on the prepared subgrade surface as specified. Compaction of filter or bedding aggregate is not required, but the surface of such material shall be finished reasonably smooth and free of mounds, dips, or windrows.

Drainfill, Coarse

- This item shall consist of furnishing and installing the coarse gradation drainfill to the lines and grades shown on the drawings. The coarse drainfill shall be used the around the 6" PVC toe drain pipe.
- Gradation shall be as designated on the drawings.
- During placement, special care shall be taken to protect the pipe.
- Each layer of filter material shall be adequately compacted prior to placement of subsequent layer.

H. REMOVAL OF WATER

Scope

The work shall consist of the removal of surface water and ground water as necessary to perform the construction required by the contract in accordance with the specifications. It shall include:

- Constructing, installing, building, and maintaining all necessary temporary water containment facilities, channels, and diversions.
- Furnishing, installing, and operating all necessary pumps, piping, and other facilities and equipment
- Removing all such temporary works and equipment after their intended function is no longer required.

Dewatering the Existing Pool

The Contractor shall install a temporary siphon system or pump to sufficiently lower the existing pool to an elevation necessary to install the proposed siphon system and decommission the existing CMP riser/ conduit spillway. The engineer of record shall determine the required lowered water elevation in the field. The Contractor shall submit plan to lower existing pool to the engineer of record including all components/ systems required. Plan approval is required prior to commencing work. Erosion control BMP's shown on the erosion control plan shall be in place and inspected by the engineer of record prior to dewatering of the existing pool.

Diverting Surface Water

The Contractor shall install, maintain and operate all cofferdams, channels, flumes, sumps, and all other temporary diversion and protective works needed to divert stream flow and other surface water through or around the construction site

Control of surface water shall be continuous during the period that damage to construction work could occur. Unless otherwise specified and/or approved, the diversion outlet shall be into the same drainage way that the water would have reached before being diverted. The Contractor shall furnish the Engineer in writing, a proposed plan for diverting surface water before beginning any construction activities for which a diversion is required. Acceptance of this plan will not relieve the Contractor of the responsibilities related to this activity during the process of completing the work as specified.

Dewatering the Construction Site

Foundations, cutoff trenches, and all other parts of the construction site shall be dewatered and kept free of standing water and muddy conditions as necessary for the proper execution of the work. The Contractor shall furnish, install, operate, and maintain all drains, sumps, pumps, casings, well points, and all other equipment required to properly dewater the site as specified. Dewatering systems that cause a loss of soil fines from the foundation areas will not be permitted.

placement, compaction, and moisture requirements are being met as specified; and mechanical and hand directed compaction is being accomplished as specified.

L. OWNER QUALITY CONTROL:

The owner shall utilize an Engineer of Record to oversee the construction. The services of a testing firm shall be utilized during construction. At a minimum, the testing firm shall verify compaction and moisture levels of the placed fill as well as check the concrete mix and slump.

Testing frequency:

- Earthfill - Continuous inspection of the placement of soil shall be required. At minimum, one series of density test should be performed for each 5,000 ft² of area for each vertical 2-ft of fill placed.
- Drainfill - Continuous inspection of the placement of fine and coarse drainfill.
- Concrete - Review mix and test slump of each truck placed. A minimum of two sets of Concrete Cylinders shall be taken during the first truck load placed and then every 25 CY of placed concrete thereafter.

M. GEOTEXTILE

Scope

This specification covers the quality of geotextiles.

General requirements

Fibers (threads and yarns) used in the manufacture of geotextile shall consist of synthetic polymers composed of a minimum of 85 percent by weight polypropylenes, polyesters, polyamides, polyethylene, polyolefins, or polyvinylidene-chlorides. They shall be formed into a stable network of filaments or yarns retaining dimensional stability relative to each other. The geotextile shall be free of defects and conform to the physical requirements contained in Tables 1 and 2. The geotextile shall be free of any chemical treatment or coating that significantly reduces its porosity. Fibers shall contain stabilizers and/or inhibitors to enhance resistance to ultraviolet light.

Thread used for factory or field sewing shall be of contrasting color to the fabric and made of high strength polypropylene, polyester, or polyamide thread. Thread shall be as resistant to ultraviolet light as the geotextile being sewn.

Classification

Geotextiles shall be classified based on the method used to place the threads or yarns forming the fabric. The geotextiles will be grouped into the types described below:

- Woven.** Fabrics formed by the uniform and regular interweaving of the threads or yarns in two directions. Woven fabrics shall be manufactured from monofilament yarn formed into a uniform pattern with distinct and measurable openings, retaining their position relative to each other. The edges of fabric shall be selvaged or otherwise finished to prevent the outer yarn from unraveling.
- Non-woven.** Fabrics formed by a random placement of threads in a mat and bonded by heat-bonding, resin-bonding, or needle punching.

Non-woven fabrics shall be manufactured from individual fibers formed into a random pattern with distinct but variable small openings, retaining their position relative to each other when bonded by needle punching, heat, or resin bonding. The use of non-wovens, other than the needle punched geotextiles, is somewhat restricted (see Note 3 of Table 2).

Table 2.

Requirements For Non-Woven Geotextiles

Property	Test Method	Class I	Class II Class III	Class IV
3/				
Tensile Strength (pounds) 1/	ASTM D 4632 Grab Test	180 min.	120 min.	90 min. 115 min. (pounds) 1/
Bursting Strength (psi) 1/	ASTM D 3786 Diaphragm Tester	320 min.	210 min.	180 min. NA
Elongation at (percent) 1/	ASTM D 4632	≥50	≥50	≥50 ≥50 Failure
Puncture (pounds)	ASTM D 4833	80 min.	60 min.	40 min. 40 min.
Ultraviolet Light (percent residual tensile strength)	ASTM D 4355 150-hours exposure	70 min.	70 min.	70 min. 70 min.
Apparent Opening Size (AOS)	ASTM D 4751	As specified max. # 40 2/	As specified max. # 40 2/	As specified max. # 40 2/ As specified max. # 40 2/
Permittivity sec ⁻¹	ASTM D 4491	0.70 min.	0.70 min.	0.70 min. 0.10 min.

1/ Minimum average roll value (weakest principal direction)

2/ U. S. Standard Sieve Size.

3/ Heat-bonded or resin-bonded geotextile may be used for Class III and IV. They are particularly well suited for Class IV. Needle-punched geotextiles are required for all other classes.

N. ROCK RIPRAP

Scope

The work shall consist of the construction of rock riprap revetments and blankets, including filter or bedding where specified.

Material

Rock riprap shall conform to the requirements of Georgia Department of Transportation (GDOT) Stone-Dumped rip rap Type 1 and Type 3 except when special gradation requirements are specified on the plans. All Rip rap, regardless of gradation, shall conform to material and construction specification listed below. Rip rap shall be free from dirt, clay, sand, rock fines, and other material not meeting the required gradation limits.

At least 30 days before rock is delivered, the contractor shall designate in writing the source from which rock material will be obtained and provide information satisfactory to the Engineer of Record (EOR) that the material meets contract requirements. The contractor shall provide the EOR free access to the source for the purpose of obtaining samples for testing. The size and grading of the rock shall be

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22001CVR

DATE:

10.10.23

<p>O. TESTING FREQUENCY</p> <p>1. Earthfill - Continuous inspection of the placement of soil shall be required. At minimum, one series of density test should be performed for each 5,000 square feet of area for each vertical 2-ft of fill placed.</p> <p>2. Drainfill - Continuous inspection of the placement fine and coarse drainfill is required. At minimum, one series of density test should be performed for each 2-ft of drainfill placed.</p> <p>3. Concrete - Review mix and test slump of each truck placed. A minimum of two sets of concrete cylinders shall be taken during the first truck load placed and then every 25 CY of placed concrete thereafter.</p> <p>P. CONCRETE DESIGN MIX</p> <p>Unless specifically noted on the plans, concrete work shall be in accordance with the following:</p> <p>1. Concrete shall contain/ meet:</p> <p class="list-item-l1">a. Design mix to obtain 3000 psi or 4000psi (per plans) 4000psi minimum compressive strength in 28 days.</p> <p class="list-item-l1">b. Entrained air at 3-6%.</p> <p class="list-item-l1">c. Coarse aggregate from 3/8" to 1".</p> <p class="list-item-l1">d. Type I Portland Cement.</p> <p>2. Concrete will have a 4"-6" slump.</p> <p class="list-item-l1">a. Water to cement ratio of 0.5 shall not be exceeded.</p> <p>3. Superplasticizers (ASTM C 494, Type F or G) may be used to increase the water to cement ratio.</p> <p>4. Polypropylene fibers shall be used within the concrete. Lengths of fibers shall be 1/2" to 2" and dosage shall be 1.5 lbs./cu. yd. of concrete.</p> <p>5. Rods or mechanical vibration shall be used to consolidate the concrete.</p> <p>6. The subgrade shall be well compacted and wetted before the placement of concrete.</p> <p>7. Reinforcing steel shall meet ASTM A 615 specifications.</p> <p>8. Concrete shall not be mixed nor placed when the daily minimum temperature is less than 40 degrees F unless facilities are provided to prevent the concrete from freezing.</p> <p>Q. CONCRETE FORM WORK</p> <p>Description of work</p> <p>The work of this section includes all labor, materials and equipment required to form all cast-in-place concrete shown on the drawings.</p> <p>Codes and standards</p> <p>Comply with the provisions of the following codes, specifications and standards except where more stringent requirements are shown or specified:</p> <p class="list-item-l1">1. ACI 301 "Specifications for Structural Concrete"</p> <p class="list-item-l1">2. ACI 350 "Code Requirements for Environmental Engineering Concrete Structures"</p> <p class="list-item-l1">3. Concrete Reinforcing Steel Institute "Reinforced Concrete, Manual of Standard Practice"</p> <p class="list-item-l1">4. ACI SP-4 "Formwork for Concrete"</p>	Page 17
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<p>Responsibility</p> <p>The design, construction, removal, reshoring, and safety of all formwork shall be the responsibility of the General Contractor.</p> <p>Products</p> <p>Forms for exposed finish concrete</p> <p>Unless otherwise specified, formwork for exposed concrete surfaces shall consist of plywood, metal, metal framed plywood, or other acceptable surface. Formwork shall provide a continuous straight and smooth surface conforming to the requirements of these specifications.</p> <p>Forms for unexposed finish concrete</p> <p>Unless otherwise specified, formwork for unexposed concrete surfaces shall be constructed with plywood, lumber, metal or other acceptable material. Lumber shall be dressed on at least two edges and one side for tight fit.</p> <p>Formwork coatings</p> <p>Formwork coatings shall be of a commercial formulation that will not bond with, stain, or adversely affect concrete surfaces or impair subsequent treatment of concrete surfaces requiring bond or adhesion, nor impede curing with water or curing compounds. Provide a product that has a maximum VOC (Volatile Organic Compounds) of 350 mg/l but not greater than permitted by the local government agency having jurisdiction in the area where the project is located.</p> <p>Nails and fasteners</p> <p>Use only galvanized nails and fasteners for securing formwork in structures exposed to weather or unconditioned spaces.</p> <p>Execution</p> <p>Fabrication and construction</p> <p>Design, erect, support, brace and maintain formwork to support vertical and lateral loads that might be applied.</p> <p>Form Ties:</p> <p class="list-item-l1">1. Factory-fabricated, adjustable-length, removable or snap-off metal form ties, designed to prevent form deflection, and to prevent spalling concrete surfaces upon removal. Use only galvanized form ties in structures exposed to weather or unconditioned spaces.</p> <p>Provisions for Other Trades:</p> <p class="list-item-l1">1. Provide openings in concrete formwork to accommodate work of other trades.</p>	Page 18
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<p>Cleaning and tightening</p> <p>Thoroughly clean forms and adjacent surfaces to receive concrete. Retighten forms as required to prevent mortar leaks and maintain proper alignment.</p> <p>Tolerances</p> <p>Unless specified otherwise, all tolerances for concrete formwork shall conform to ACI Standard 117, "Standard Tolerances for Concrete Construction and Materials".</p> <p>R. CONCRETE REINFORCEMENT</p> <p>Description of work</p> <p>The work of this section includes labor, materials, hardware, equipment, transportation and services required to fabricate and place all reinforcement for cast-in-place concrete including bars, welded wire fabric, ties and supports shown on the drawings and as specified.</p> <p>Quality assurance</p> <p>Codes and Standards:</p> <p class="list-item-l1">1. Comply with all provisions of the following codes, specifications and standards except where more stringent requirements are shown or specified:</p> <p class="list-item-l1">2. ACI SP-66, "ACI Detailing Manual".</p> <p class="list-item-l1">3. ACI 350, "Code Requirements for Environmental Engineering Concrete Structures."</p> <p class="list-item-l1">4. Concrete Reinforcing Steel Institute, "Reinforced Concrete, Manual of Standard Practice".</p> <p class="list-item-l1">5. Concrete Reinforcing Steel Institute, "Placing Reinforcing Bars."</p> <p>Shop drawings</p> <p>Shop drawings for all reinforcing steel and related accessories shall be submitted for the Engineer's approval.</p> <p>Shop Drawings shall show arrangement and layout, bending and assembly diagrams, bar schedules, stirrup spacing, splicing and laps of bars and shall be prepared in accordance with ACI 315 Standards.</p> <p>Mill certificates</p> <p>1. Submit mill certificates for all heats of reinforcement used.</p> <p>Products</p> <p>Materials</p> <p>Reinforcement:</p> <p class="list-item-l1">1. Reinforcing Steel: All reinforcing steel shall conform to the "Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement," ASTM A 615 Grade 60 unless noted otherwise on the drawings. All reinforcing steel required to be welded shall conform to ASTM A 706 "Specification for Low-Alloy Steel Deformed Bars for Concrete Reinforcement".</p> <p class="list-item-l1">2. Deformed Bar Anchors: Deformed Bar Anchors shall conform to "Specification for Deformed Steel Wire for Concrete Reinforcement", ASTM A 496 with a minimum yield strength of 75,000</p>	Page 19
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<p>PSI. Standard ASTM A 615 Grade 60 or Grade 40 reinforcing bars may not be substituted for deformed bar anchors.</p> <p class="list-item-l1">3. Welded Wire Fabric: Welded smooth wire fabric for concrete reinforcement shall conform to the "Specification for Welded Steel Wire Fabric for Concrete Reinforcement," ASTM A 185 with a yield strength of 65,000 PSI.</p> <p class="list-item-l1">4. Tie Wire: Tie wire shall be annealed steel tie wire, minimum 16 gauge. Provide only plastic coated or stainless steel tie wire in exposed concrete structures and all architectural concrete.</p> <p>Supports for Reinforcement:</p> <p class="list-item-l1">1. Provide supports for reinforcement including bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcing bars and welded wire fabric in place. Use wire bar type supports complying with CRSI recommendations.</p> <p class="list-item-l1">2. Slabs-on-Grade: Use supports with sand plates or horizontal runners designed for use on ground.</p> <p class="list-item-l1">3. Exposed to View Concrete: Provide supports with legs which are plastic protected (CRSI, Class 1) or stainless steel protected (CRSI, Class 2).</p> <p>Splices</p> <p>Lap Lengths: Lap splice lengths as shown in the Lap Splice Schedule on these drawings.</p> <p>Execution</p> <p>Fabrication and delivery</p> <p class="list-item-l1">1. Bending and Forming: Fabricate bars to shapes and lengths indicated. Do not heat reinforcement for bending. Bars with kinks or bends not scheduled will be rejected.</p> <p class="list-item-l1">2. Marking and Shipping: Bundle reinforcement and tag with suitable identification to facilitate sorting and placing. Maintain reinforcing bars free of mud, dirt, grease, or other coating.</p> <p>Placing reinforcement</p> <p class="list-item-l1">1. Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars", and as herein specified.</p> <p class="list-item-l1">2. Before placing concrete, clean reinforcement of loose rust, mill scale, earth, and/or other materials which might reduce bond with the concrete.</p> <p class="list-item-l1">3. Accurately position, support and secure reinforcement against displacement.</p> <p class="list-item-l1">4. Place reinforcement to obtain the minimum coverage for concrete protection as shown on the drawings.</p> <p class="list-item-l1">5. Install welded wire fabric with adjoining pieces lapped at least one full mesh plus two inches. Welded wire fabric shall be furnished and placed in flat sheets only.</p> <p class="list-item-l1">6. Extend reinforcement continuous through construction joints unless shown otherwise.</p> <p>Reinforcing steel spacing and coverage</p> <p class="list-item-l1">1. Reinforcing Steel Coverage: Reinforcing steel coverage should conform to the requirements of ACI 318 unless specified otherwise on the drawings.</p> <p>Splicing reinforcing steel</p> <p class="list-item-l1">1. Splice reinforcing bars only at locations shown the structural drawings and approved shop drawings.</p> <p class="list-item-l1">2. All lap splices in reinforcing steel shall be contact lap splices unless detailed otherwise on the drawings.</p> <p class="list-item-l1">3. Maintain proper cover between reinforcing bars at splices.</p>	Page 20
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<p>Welding reinforcing steel</p> <p>Welding reinforcing steel is permitted only where specifically shown on the drawings or approved in writing by the structural engineer. All welding shall conform to AWS D1.4. Only weldable reinforcing steel conforming to ASTM A 706 or deformed bar anchors conforming to ASTM A 496 shall be permitted. ASTM A 615 Grade 40 or Grade 60 bars may not be welded for structural use.</p> <p>Scheduled or detailed reinforcing steel may not be tack welded for any reason.</p> <p>S. CAST-IN-PLACE CONCRETE</p> <p>Description of work</p> <p>Furnish all labor, materials, services, equipment and hardware required in conjunction with or related to the forming, delivery and pouring of all poured-in-place concrete work.</p> <p>Quality assurance</p> <p>The Contractor shall be responsible for quality control and quality assurance, including workmanship and materials furnished by his subcontractors and suppliers.</p> <p>Codes and Standards: Comply with provisions of following codes, specifications and standards, except where more stringent requirements are shown or specified:</p> <p class="list-item-l1">1. ACI 301 - "Specifications for Structural Concrete for Buildings".</p> <p class="list-item-l1">2. ACI 302 - "Guide for Concrete Floor and Slab Construction".</p> <p class="list-item-l1">3. ACI 304 - "Guide for Measuring, Mixing, Transporting and Placing Concrete".</p> <p class="list-item-l1">4. ACI 305 - "Hot Weather Concreting".</p> <p class="list-item-l1">5. ACI 306 - "Cold Weather Concreting".</p> <p class="list-item-l1">6. ACI 350 - "Code Requirements for Environmental Engineering Concrete Structures".</p> <p class="list-item-l1">7. Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice".</p> <p>Inspection and Testing of the Work: Allow free access to material stockpiles and facilities. Tests, not specifically indicated to be done at the Owner's expense, shall be done at the Contractor's expense.</p> <p>Submittals</p> <p>Product Data:</p> <p>Submit manufacturer's product data for proprietary materials and items, including admixtures, patching compounds, epoxies, grouts, waterstops, joint systems, curing compounds, dry-shake finish materials, hardeners, sealers and any other product specified by the Engineer.</p> <p>Samples:</p> <p>Submit samples of materials specified if requested by the Engineer.</p> <p>Laboratory Test Reports and Mix Designs:</p> <p>Submit laboratory test reports for concrete materials and mix designs as specified in the QUALITY CONTROL TESTING section of the Specifications.</p>	Page 21
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<p>Material and Mill Certificates:</p> <p>Provide material and mill certificates as specified herein and in the Quality Control Testing section of the Specifications.</p> <p>Concrete materials</p> <p>Refer to the drawings for classes and strengths of concrete required.</p> <p class="list-item-l1">1. Portland Cement: ANSI/ASTM C 150, Type I or Type III, unless otherwise approved by the Engineer. Use one brand of cement, throughout the project, unless approved otherwise by the Engineer.</p> <p class="list-item-l1">2. Normal Weight Aggregates: ASTM C 33.</p> <p class="list-item-l1">3. Water: Clean, fresh, drinkable, free of oils, acids or organic matter harmful to concrete.</p> <p class="list-item-l1">4. Air-Entraining Admixture: ASTM C 260.</p> <p class="list-item-l1">5. Water-Reducing Admixture: ASTM C 494, Type A.</p> <p class="list-item-l1">6. High-Range Water-Reducing Admixture (Super Plasticizer): ASTM C 494, Type F or Type G.</p> <p class="list-item-l1">7. Water-Reducing, Accelerator Admixture (Non-Corrosive, Non-Chloride):1. ASTM C 494, Type C or E.</p> <p class="list-item-l1">8. Water-Reducing, Retarding Admixture: ASTM C 494, Type D.</p> <p class="list-item-l1">9. Pozzolan Admixtures: Fly ash may be used provided it conforms to ASTM C 618 Class C or F. Fly ash shall not exceed 20% (one part fly ash to four parts cement) by weight.</p> <p class="list-item-l1">10. Calcium Chloride: Calcium chloride or admixtures containing chloride shall not be used in concrete.</p> <p>Related materials</p> <p class="list-item-l1">1. Waterstops: Provide waterstops at all joints and where shown on the drawings.</p> <p class="list-item-l1">2. Construction joints: Preformed Adhesive Waterstops.</p> <p class="list-item-l2">a. Manufacturer: Synko-Flex Products, Inc. manufactured by the Henry Company.</p> <p class="list-item-l2">b. Movement Joints: PVC Dumbbell Type Waterstops. 1.9 inch long dumbbell PVC waterstop complying with U.S. Army Corps. of Engineers specification CRD-C572-74.</p> <p class="list-item-l1">3. Liquid Membrane-Forming Curing Compounds:</p> <p class="list-item-l2">a. Liquid type membrane forming curing compound complying with ANSI/ASTM C 309 Type I, Class A with a moisture loss not more than 0.055 gr./sq.cm. when applied to 200 sf./gal.</p> <p>Proportioning and design of concrete mixes</p> <p>The Contractor shall submit for approval by the Engineer all concrete mix designs.</p> <p>Concrete mixes</p> <p>Ready-Mix Concrete: Comply with requirements of ANSI/ASTM C 94, "Ready Mixed Concrete."</p>	Page 22
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<p>Execution</p> <p>Joints in concrete</p> <p>Construction Joints: Locate construction joints as indicated on the drawings</p> <p>Installation of embedded items</p> <p>Set and build into work embedded items required for other work.</p> <p>Concrete placement</p> <p class="list-item-l1">1. Before placing concrete, inspect reinforcing steel and other items to be embedded.</p> <p class="list-item-l1">2. Comply with ACI 304 and the following:</p> <p class="list-item-l1">3. Deposit concrete continuously or in layers such that no concrete will be placed on concrete which has hardened sufficiently to cause planes of weakness.</p> <p class="list-item-l1">4. Deposit concrete in forms in horizontal layers not deeper than 24". Where placement consists of several layers, place each layer while preceding layer is still plastic.</p> <p class="list-item-l1">5. Consolidate concrete by mechanical vibrating or tamping in accordance with ACI 309.</p> <p class="list-item-l1">6. Do not use vibrators to transport concrete inside forms. Do not insert vibrators into lower layers of concrete that have begun to set.</p> <p class="list-item-l1">7. Deposit and consolidate concrete slabs in a continuous operation.</p> <p class="list-item-l1">8. Consolidate concrete so that concrete is thoroughly worked around reinforcement and other embedded items.</p> <p class="list-item-l1">9. Bring slab surfaces to correct level with straightedge. Do not disturb slab surfaces prior to beginning finishing operations.</p> <p class="list-item-l1">10. Maintain reinforcing in proper position during concrete placement operations.</p> <p>Finish of formed surfaces</p> <p class="list-item-l1">1. Rough Form Finish: Provide rough form finish for surfaces not exposed-to-view.</p> <p class="list-item-l1">2. Smooth Rubbed Finish: Provide smooth rubbed finish to form surfaces exposed-to-view not later than one day after form removal.</p> <p>Finish of slab surfaces</p> <p>Screed and Broom Finish: Screed slab surfaces with minimum 10 foot screed to specified surface elevation. Apply light broom finish to screed surface perpendicular to flow before surface concrete has set.</p> <p>Concrete slab tolerances</p> <p class="list-item-l1">1. Concrete Slab Finish Tolerance:</p> <p class="list-item-l2">a. Slabs shall be within 1/8 inch plus or minus of specified elevation in a 10 foot length.</p>	Page 23
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<p>Concrete curing and protection</p> <p>General:</p> <p class="list-item-l1">1. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.</p> <p class="list-item-l1">2. Curing shall commence as soon as free water has disappeared from the concrete surface. The curing period shall be 7 days for all concrete.</p> <p class="list-item-l1">3. Curing shall be in accordance with ACI 301.</p> <p>Curing Methods:</p> <p>Cure all concrete surfaces by one of the following methods:</p> <p class="list-item-l1">1. Moisture Curing: Provide curing by one of the following methods:</p> <p class="list-item-l2">a. Keep concrete surface continuously wet by covering with water.</p> <p class="list-item-l2">b. Continuous water-fog spray.</p> <p class="list-item-l1">2. Moisture Retaining Cover: Cover concrete surfaces with moisture-retaining cover for curing concrete. Seal by waterproof tape or adhesive.</p> <p class="list-item-l1">3. Curing and Sealing Compound: Apply curing and sealing compound to slabs as follows:</p> <p class="list-item-l2">a. Apply curing and sealing compound to concrete slabs as soon as final finishing operations are complete. Apply uniformly in continuous operation by power-spray or roller in accordance with manufacturer's directions.</p> <p>Curing Formed Surfaces:</p> <p>Cure formed concrete surfaces by moist curing with forms in place for full curing period or until forms are removed. When forms are removed before curing period is complete, continue curing by methods specified above.</p> <p>Hot weather concreting</p> <p>Definition:</p> <p>Employ hot weather concreting practices when any combination of high air temperature, low relative humidity and wind velocity may impair the quality of fresh or hardened concrete.</p> <p>Specification:</p> <p>Hot weather concreting practices necessary to limit the concrete temperature at the truck discharge point to 95 degrees Fahrenheit shall be followed according to ACI 305 "Hot Weather Concreting."</p> <p>Records:</p> <p>Under hot weather conditions, the Contractor shall keep records of outside air temperature, concrete temperature at truck discharge and general weather conditions.</p>	Page 24
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REVISION BLOCK	1	2	3	4	5	6	7	8
ISSUE	1	2	3	4	5	6	7	8
REVISION DATE & DESCRIPTION	10.10.23 - INITIAL SUBMITAL	...	...	...	...	...	...	...



CARTER ENGINEERING
1010 COMMERCE DRIVE
BOGART, GA 30622
P: 770.725.1200
F: 770.725.1204
www.carterengineering.com

EARTHEN DAM DESIGN
PLANS
OF
LAKE PARADISE DAM
022.054-02636 - 33.752222, -84.960556

SHEET TITLE: SPECIFICATIONS
PROJECT NAME: CITY OF VILLA RICA
SHEET NUMBER: C 7.2
PROJECT NUMBER: 22001CVR
DATE: 10.10.23

Definition:

1. Employ cold weather concreting practices on any day when the outside air temperature is 40 degrees Fahrenheit or less.
2. Cold weather concreting practices shall also be followed whenever the following conditions exist for more than three successive days:
 - a. the average daily air temperature is less than 40 degrees Fahrenheit, and
 - b. the air temperature is not greater than 50 degrees Fahrenheit for more than one half of any 24-hour period.
3. The average daily air temperature is the average of the highest and lowest temperature occurring during the period from midnight to midnight.

Cold weather concreting practices necessary to limit the concrete temperatures as specified above shall be followed according to ACI 306R "Cold Weather Concreting".

Under cold weather conditions, the Contractor shall keep records of outside air temperature, concrete temperature as placed and general weather conditions.

Field and laboratory testing shall be performed by an Independent Testing Laboratory employed by the owner.

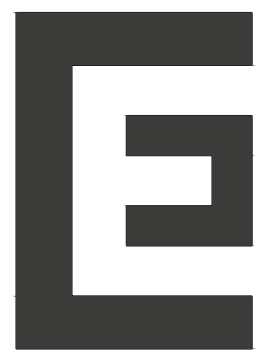
1. Test in accordance with ASTM C31.
2. Obtain one set of test specimens for every 50 yards of concrete or fraction thereof, every 5000 sf of horizontal surface area, or a minimum of one set of test specimens from each pour, whichever is larger.

1. Slump: Test in accordance with ASTM C143 for each sample.
2. Air Content: Test in accordance with ASTM C173 where entrained air is specified.
3. Temperature: Record ambient temperature of the air and the temperature of the concrete for each sample.

1. Unit weight.
2. Compressive Strength.

1. One cylinder at 7-days for information.
2. Two cylinders at 28-days for compliance.
3. One cylinder held in reserve.

GSWCC Level II Certification
No. 000000003007



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ARTHEN DAM DESIGN PLANS OF LAKE PARADISE DAM 022-054-02636 - 33:752222 - 84.960556

SHEET TITLE:

SPECIFICATIONS

PROJECT NAME:

CITY OF VILLARICA

SHEET NUMBER:
C 7.3

PROJECT NUMBER:
22001CVR

DATE:

10.10.23

Grizzard & Associates, Inc.

2967 Mt. Pleasant Rd
Franklin, GA 30217
706-302-1576

Proposal for the repair of Lake Paradise Dam

Per drawings generated by Carter Engineering of Bogart, Georgia and discussions with Design Engineer, Brian Kimsey, P.E.

Scope shall include –

Installation and subsequent removal of temporary stream crossing for access

Draw-down of lake

Regrading damaged areas

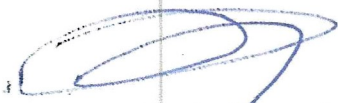
Installation of filter fabric and rip rap

Installation of French drain

Total Cost - \$90,000

This assumes that the City of Villa Rica will contract with Carter Engineering to install any staking and generate any desired as-built.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Timothy C. Grizzard', is written over a horizontal line.

Timothy C. Grizzard, P.E.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2024 Budget Amendments #169-237

AGENDA DATE: 01-09-2024

DATE PREPARED: 12-28-2023

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.

Exhibit A

Proposed 2024 Budget Amendments

FY24 End-Of-Year Incentive Pay

Originally budgeted \$300/\$150 for FT/PT employees. Council approved \$500/\$250 for FT/PT employees on 12/12/23.

Source of Funds: Self Insurance Fund

Item	Account Name	Account Type	Amount
169 100-1330-511100	City Clerk - Salary	Expense	Increase 213
170 100-1330-512200	City Clerk - FICA	Expense	Increase 17
171 100-1510-511100	Finance - Salary	Expense	Increase 1,208
172 100-1510-512200	Finance - FICA	Expense	Increase 93
173 100-1535-511100	Info. Tech - Salary	Expense	Increase 754
174 100-1535-512200	Info Tech - FICA	Expense	Increase 58
175 100-1540-511100	HR - Salary	Expense	Increase 483
176 100-1540-512200	HR - FICA	Expense	Increase 37
177 100-1590-511100	Customer Svc. - Salary	Expense	Increase 1,208
178 100-1590-512200	Customer Svc - FICA	Expense	Increase 93
179 100-2650-511100	Municipal Ct - Salary	Expense	Increase 483
180 100-2650-512200	Municipal Ct - FICA	Expense	Increase 37
181 100-3210-511100	Police - Salary	Expense	Increase 14,092
182 100-3210-512200	Police - FICA	Expense	Increase 1,079
183 100-4110-511100	Public Works - Salary	Expense	Increase 966
184 100-4110-512200	Public Works - FICA	Expense	Increase 74
185 100-4210-511100	Streets - Salary	Expense	Increase 666
186 100-4210-512200	Streets - FICA	Expense	Increase 51
187 100-4900-511100	Building Maint. - Salary	Expense	Increase 1,449
188 100-4900-512200	Building Maint. - FICA	Expense	Increase 111
189 100-4905-511100	Fleet Maint. - Salary	Expense	Increase 725
190 100-4905-512200	Fleet Maint. - FICA	Expense	Increase 56
191 100-4910-511100	Grounds - Salary	Expense	Increase 1,932
192 100-4910-512200	Grounds - FICA	Expense	Increase 148
193 100-5500-511100	Senior Ctr - Salary	Expense	Increase 575
194 100-5500-512200	Senior Ctr - FICA	Expense	Increase 44
195 100-6110-511100	Rec Admin - Salary	Expense	Increase 725
196 100-6110-512200	Rec Admin - FICA	Expense	Increase 56
197 100-6120-511100	Rec Athletics - Salary	Expense	Increase 1,299
198 100-6120-512200	Rec Athletics - FICA	Expense	Increase 100
199 100-6130-511100	Rec Events - Salary	Expense	Increase 454
200 100-6130-512200	Rec Events - FICA	Expense	Increase 35
201 100-6172-511100	PMGM - Salary	Expense	Increase 636
202 100-6172-512200	PMGM - FICA	Expense	Increase 49
203 100-6510-511100	Library - Salary	Expense	Increase 1,811
204 100-6510-512200	Library - FICA	Expense	Increase 139
205 100-7400-511100	Community Dev - Salary	Expense	Increase 1,990
206 100-7400-512200	Community Dev - FICA	Expense	Increase 153
207 100-7450-511100	Code Enforce - Salary	Expense	Increase 544
208 100-7450-512200	Code Enforce - FICA	Expense	Increase 42
209 100-7540-511100	Tourism - Salary	Expense	Increase 242
210 100-7540-512200	Tourism - FICA	Expense	Increase 19

Exhibit A

Proposed 2024 Budget Amendments

211	100-7550-511100	Main Street - Salary	Expense	Increase	483
212	100-7550-512200	Main Street - FICA	Expense	Increase	37
213	100-1540-521230	Payroll Processing	Expense	Increase	2,933
214	505-4115-511100	Water/Sewer Admin - Salary	Expense	Increase	483
215	505-4115-512200	Water/Sewer Admin - FICA	Expense	Increase	37
216	505-4330-511100	Wastewater - Salary	Expense	Increase	2,415
217	505-4330-512200	Wastewater - FICA	Expense	Increase	185
218	505-4420-511100	Water Treatmt - Salary	Expense	Increase	1,690
219	505-4420-512200	Water Treatmt - FICA	Expense	Increase	130
220	505-4440-511100	Dist. & Collection - Salary	Expense	Increase	1,998
221	505-4440-512200	Dist. & Collection - FICA	Expense	Increase	153
222	540-4500-511100	Sanitation & SW - Salary	Expense	Increase	666
223	540-4500-512200	Sanitation & SW - FICA	Expense	Increase	51
224	560-4320-511100	Stormwater - Salary	Expense	Increase	483
225	560-4320-512200	Stormwater - FICA	Expense	Increase	37
226	100-391210	Transfer In - Self Ins Fund	Revenue	Increase	28,983
227	100-381000	Use of Fund Balance	Revenue	Increase	9,416
228	505-391210	Transfer In - Self Ins Fund	Revenue	Increase	18,068
229	505-381000	Use of Fund Balance	Revenue	Decrease	(10,977)
230	540-391210	Transfer In - Self Ins Fund	Revenue	Increase	2,332
231	540-381000	Use of Fund Balance	Revenue	Decrease	(1,615)
232	560-391210	Transfer In - Self Ins Fund	Revenue	Increase	1,166
233	560-381000	Use of Fund Balance	Revenue	Decrease	(646)
234	610-9000-611110	Transfer Out to Other Funds	Expense	Increase	50,549
235	610-381000	Use of Fund Balance	Revenue	Increase	50,549

Carroll & Douglas Election Expense

Originally budgeted \$25,000 for Carroll & Douglas Elections. Actual total was \$63,410.

Source of Funds: Contingency

Item	Account Name	Account Type	Amount
236 100-1330-523850	City Clerk - Contract Labor	Expense	Increase 38,410
237 100-1110-579100	Mayor & Council - Contingency	Expense	Decrease (38,410)

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. 169-237, 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 _____, 2024.

Approved:

Leslie McPherson, Mayor

Attest:

Theresa Campbell, City Clerk



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Development Agreement with Old Stone Road Residential, LLC

AGENDA DATE: January 9, 2024

DATE PREPARED: December 28, 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 of Villa Rica will enter into a Development Agreement with Old Stone Road Residential, LLC for the purpose of developing a residential subdivision within the City of Villa Rica and for the construction of a road to be known as Fortune Parkway. The terms of the Agreement set forth the terms for the construction of the residential subdivision. The terms of the Agreement further provide that the City will reimburse Old Stone Road Residential, LLC for contributions that Old Stone Road Residential, LLC makes towards the construction of the road through the contemplated development. The City has agreed to reimburse Old Stone Road Residential, LLC up to \$4 million for the expected cost of reimbursements to Old Stone Road Residential, LLC for its contribution to the construction of Fortune Parkway.

BACKGROUND:

STAFF RECOMMENDATION: Staff recommends that the Council approve the Development Agreement attached hereto with Old Stone Road Residential, LLC.

IMPACT:

MOTION: I move to authorize the Mayor and City Clerk to execute the Development Agreement between the City and Old Stone Road Residential, LLC as attached hereto. This Motion further authorizes the City Manager to implement the terms of the Development Agreement as set forth therein.

DEVELOPMENT AGREEMENT

This Development Agreement dated this ____ day of _____, 2023 is made by and between the City of Villa Rica, a municipal corporation of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter referred to as "Villa Rica" or the "City" and Old Stone Road Residential, LLC, a Georgia limited liability company (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS Developer is the owner of a tract of land consisting of +/- 61.9 acres located in Land Lots 176 and 177 of the 2nd District and Land Lot 192 of the 6th District, Carroll County, Georgia, being further identified as Carroll County Parcel Nos. V05 0130012 and V05 0130095, recorded at Carroll County Deed Book 6154, Page 38 and located in the City limits of Villa Rica described in Exhibit "A" attached hereto (the "Subject Property") and including, for purposes hereof, the right of way property as depicted as "Master Site Plan" (page C3.00) in Exhibit "A-1" attached hereto; and

WHEREAS Developer intends to construct certain improvements to the Subject Property for the benefit of a planned unit development on Developer's adjacent land known as the "Development"; and

WHEREAS Developer will cause certain infrastructure for the Development to be constructed within the Subject Property, specifically including a portion of a road on the Subject Property and extending across adjacent property owned or controlled by the City of Villa Rica Downtown Development Authority being further identified as Carroll County Parcel No. V05 0130014, 0130100 commonly referenced as "Fortune Parkway" pursuant to that certain document titled "Fortune Parkway Road Way Plans", prepared by Planners & Engineers Collaborative per revision #3 dated 12-06-2023 (consisting of pages C3.00, C4.00 and C5.00) (the "Connector") from Anderson Road to Old Stone Road (the "Developer's Work") within the City of Villa Rica as shown within the

Master Site Plan on Exhibit "A-1" attached hereto; and

WHEREAS the Developer shall also grade the Connector as depicted in the "Master Grading Plan (page C4.00) attached as Exhibit "B-1" and install utilities along the Connector as depicted in the "Master Utility Plan" (page C5.00) attached as Exhibit "B-2"; and

WHEREAS the parties have agreed on a plan to jointly move forward on the planning, design, construction and installation of the Developer's Work as described above and as shown on Exhibits "A", "A-1", "B-1", and "B-2," which are attached hereto.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. The Developer has been authorized pursuant to the codes and ordinances of the City of Villa Rica to begin Development. As a part of the Development of said property, a road commonly known as the Connector will be built as shown in Exhibit "A-1," attached hereto. Upon the completion of the Connector, the Connector shall be a public street as a part of the road system of the City of Villa Rica. In order to advance the Development, Developer has agreed to and does hereby contract to design and construct that portion of the Connector which will traverse a portion of the Subject Property and which is defined above as Developer's Work. In connection therewith, Developer will expend funds for the design and construction of the Connector from Anderson Road to Old Stone Road. Those costs will include, but not be limited to, the following:

Design Phase (Soft Costs):

Survey and Topo

Geotechnical

Environmental Phase I and II

Civil Engineering to include clearing, grading, drainage, utilities, road plans, paving, striping, landscape, site lighting,² site electrical, signage, and all other amenities required by the City. Plans² detailing the foregoing and the other cost items

below shall be referenced herein as the "Site Construction Documents" and shall, upon completion and approval by both parties hereto, be specifically referenced in Exhibit "C" attached hereto.

Environmental Engineering to prepare and submit an application for a stream crossing, buffer variance and wetland impacts. Plans detailing the foregoing shall be included in the Site Construction Documents Exhibit.

Any and all impact fees, permitting fees or applications

Stream Wetland mitigation fees (listed here but not part of the projected cost below.

Payment of such fees shall be the responsibility of the City outside of the costs to be reimbursed to Developer as provided below)

Costs for As-built surveys and ROW and road dedication documents/Financing

Costs (if any)/Traffic Analysis/Engineering

Fees related to Development Services

Fees related to Construction Management Services

Legal fees to prepare Documents (i.e., Development Agreement, invoices, pay apps)

Construction Phase:

Permitting and Bid

Site Improvement Work — Hard Costs (As modified by Change Orders):

Site Construction Work as per the Site Construction Documents, the Construction Schedule, and the Budget

Payment and Performance Bonds

Temporary Charges for items such as power for construction lighting, staging areas, barricades, fencing, inspections and materials testing

Construction Administration

Construction Management

Assurances Regarding City's Funding; Payment of Costs:

Pay Apps delivered monthly by Inline 3 Communities, LLC to the City to be paid on a

monthly basis

Source of funds for the Project to be set aside in City escrow fund

The projected costs for the goods and services listed above is \$4,000,000.00.

The City shall contribute an amount no greater than Four Million Dollars (\$4,000,000) from funds as part of the Eastside Tax Anticipation District for any costs incurred in completion of the Developer's Work.

2. On a monthly basis, the Developer may submit requests for reimbursement for any and all costs expended by it for the design and/or construction of Developer's Work. Developer shall submit to the City all invoices and other required documentation for review and approval by the City, and the City shall have a period of no more than fifteen (15) calendar days after receipt to review and approve in writing the reimbursement request. It is understood and agreed that, provided that the portion of Developer's Work for which such reimbursement is requested has been completed in accordance with the Site Construction Documents, the City's approval shall not be withheld or delayed. Upon such approval, the City shall make payment to the Developer within fifteen (15) days. Both Developer and the City shall maintain records to document any expenditure towards Developer's Work.

3. Developer shall design and construct a Planned Unit Development known as the Old Stone Road Development (the "Development") in accordance with the PUD approval by the City on May 24, 2022. As part of the Development, the Developer shall:

a) Build the Connector as described above. As an incentive for the construction of the Connector, the City shall assist Developer in obtaining any needed permits for creek crossings.

b) Grade the Connector as shown on Exhibit "B-1" and build the necessary utilities as shown on Exhibit "B-2".

c) All single family homes and townhomes built in the Development shall be age restricted for purchasers aged 55 and up.

d) All residential units constructed in the Development shall have the Master bedroom on the main floor.

e) All apartments in the Development will be designed and marketed towards persons under thirty (30) years of age. No apartments in the development shall have more than two (2) bedrooms.

f) Developer shall create a Property Owners Association to manage all common properties in the Development.

g) Developer shall impose a restriction through the Property Owners Association that no more than 15% of the houses in the development can be rental houses at any one time.

h) Developer shall impose a restriction through the Property Owners Association that no more than 15% of the townhomes in the development can be rental houses at any one time.

5. Obligations to Run With the Land.

The City and Developer agree in covenant that the terms and conditions of this Agreement shall run with the land and shall bind an inure to the benefit of the heirs, executors, successors in title and assigns of Developer's fee simple interest in the Subject Property. Notwithstanding

anything in this Agreement to the contrary, Developer may collaterally assign its rights hereunder to its lender, and no breach of this Agreement shall defeat or render invalid the lien of any mortgage, deed of trust or other similar instrument made in good faith and for value secured by the Subject Property; however, this Agreement shall be binding upon and effective against any record holder of fee simple title to the Subject Property, whose title is acquired by foreclosure, trustee sale, deed, or conveyance in lieu of foreclosure or otherwise.

6. Developer shall perform Developer's Work, and City shall perform the City's Work, in compliance with all applicable laws, regulations, codes, and ordinances.

7. Expenses of Agreement.

Except as expressly provided in Paragraphs 1, 2, 3 and 4 above with respect to Developer's reimbursement, each party hereto shall pay its own expenses incident to the negotiation, preparation, and consummation of this Agreement and all other agreements executed and delivered by it hereunder or in connection herewith including all fees and expenses of its or their respective counsel and accountants.

8. To the extent permitted by Georgia law, each of the City and Developer hereby indemnify and hold each other harmless from any loss, cost, damage or expense (including, without limitation, court costs and attorneys' fees) arising from, out of or in any manner connected with the acts or omissions of the indemnifying party in exercising the rights and/or performing obligations granted and set forth herein. Notwithstanding the foregoing, the City agrees that there shall be no personal liability of Developer (or its members, managers, partners, officers, employees or directors) in respect to any of the terms of this Agreement. The City shall look solely at the equity interest of Developer in the Subject Property for the satisfaction of the remedies in this Paragraph 8, and in no event sue Developer for consequential, special, punitive or treble damages.

9. City hereby grants to Developer a temporary, non-exclusive, construction and access easement over that portion of the Connector owned by the City and reasonably necessary to enable Developer to perform Developer's Work, including but not limited to that portion of the Connector from the Anderson Street to the Southern boundary of Developer's Property.

10. Entire Agreement

This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements among them concerning such subject matter, and may be modified only by written instrument duly executed by each party hereto.

11. Miscellaneous.

a) No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

b) Subject to the provisions of Paragraph 5, this Agreement is solely for the benefit of the parties hereto, and creates no rights, benefits, or causes of action for any individual or entity not a party hereto.

c) This Agreement shall be interpreted and construed under the laws of the State of Georgia.

d) This Agreement may be simultaneously executed in two (2) counterparts each of which shall be an original and all of which shall constitute but one and the same instrument. Counterpart signatures in pdf format are acceptable as originals.

e) Time shall be of the essence with respect to the performance of each and every covenant and obligation, and the giving of all notices, under this Agreement; provided, no delay or failure to exercise a right under this Agreement shall impair such party's right to enforce said right.

f) Each party hereto warrants that (i) it has full power and authority to execute, deliver, perform and fulfill its obligations under this Agreement, (ii) no consent of any third party is required for such party to enter into this Agreement and perform its obligations hereunder, and (iii) the execution, delivery and performance of this Agreement has not and will not constitute a breach of or default under such party's organizational documents or any other contract, agreement, law or court order under which such party is a party or may be bound.

Developer:
Old Stone Road Residential, LLC
c/o InLine Communities, LLC
1776 Peachtree Street, NW
Suite 260S
Atlanta, GA 30309
Attention: Brian Ehram
Email: behram@inlinecommunities.com

With a copy to:

The City:

Villa Rica City Hall 571
W. Bankhead Hwy. Villa
Rica, GA 30180
Attention: Tom Barber
City Manager
tbarber@villarica.org

With a copy to:

Tisinger Vance, PC 100
Wagon Yard Plaza Carrollton,
GA 30117 Attention: C.
David Mecklin, Esq.
dmecklin@tisingervance.com

g) Any notice required or permitted to be given under this Agreement must be in writing and shall be deemed to be given (i) upon transmission if sent by email, (ii) one (1) business day after pickup by any nationally-recognized overnight express service, or (ii) upon receipt if delivered by local messenger, in any case, to the address set forth on the applicable party's signature page (or such other address provided by the applicable party in writing to the other party in accordance with this paragraph.

[The immediately two following pages are the signature pages.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed under seal and delivered by their respective authorized representatives on the day and year first above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

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

Notary Public
My Commission Expires: _____

DEVELOPER:

Old Stone Road Residential, LLC, a Georgia
limited liability company

By: _____
Print Name: _____
Title: _____

Exhibit "A"

[INLINE PROPERTY LEGAL DESCRIPTION]

TRACT I: All that tract or parcel of land lying and being in Land Lot 192 of the 6th Land District and lying within the City Limits of Villa Rica, Carroll County, Georgia, and being more particularly shown and delineated as Tract I on a plat entitled "L.B.S. & Associates, Inc." as prepared by Randy L. Tibbitts, Georgia Registered Land Surveyor No. 2137, as dated June 22, 1994, and as revised October 24, 1994, and recorded in Plat Book 52, page 133, Public Land Records of Carroll County, Georgia.

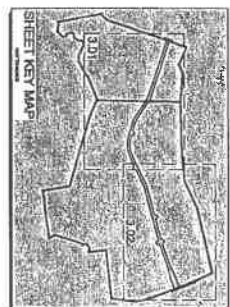
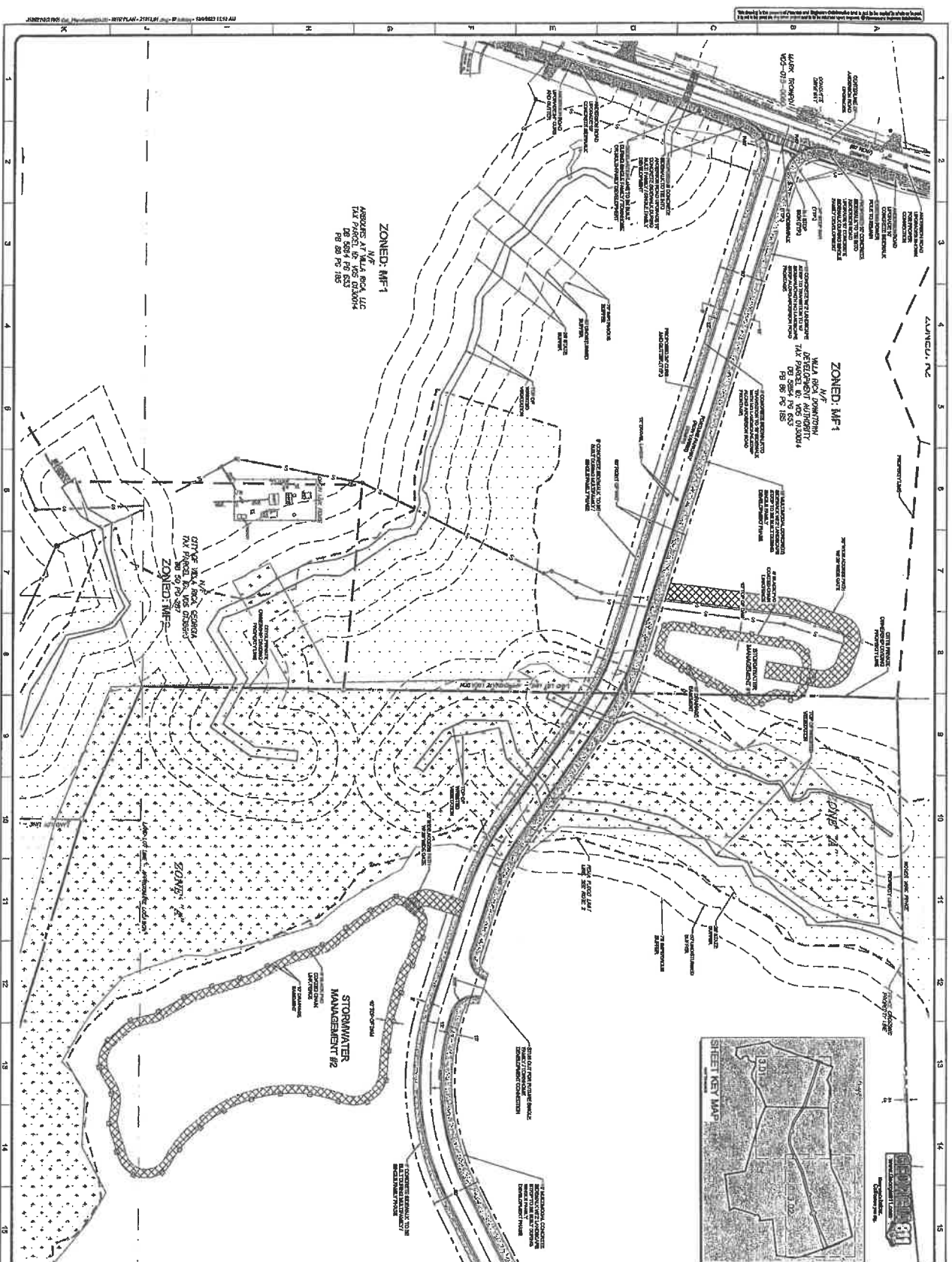
TOGETHER WITH:

TRACT II: All that tract or parcel of land lying and being in Land Lots 176 and 177 of the 2nd District and Land Lot 192 of the 6th District, within the City Limits of Villa Rica, Carroll County, Georgia, as being shown and delineated as Tract I on a plat entitled "Survey for D. I. Hitchcock and Terry Lee Fernander", dated June 22, 1994, prepared by Tibbitts Land Surveying, Inc., certified by Randy L. Tibbitts, GA RLS #2137, which plat is recorded in Plat Book 50, page 136, revised October 24, 1994, which revised plat is recorded in Plat Book 52, Page 133, Carroll County, Georgia, Public Real Estate Records. Said plat and the record thereof are each by reference incorporated herein and made a part hereof for a more complete and accurate description of said property.

Exhibit "A-1"

[Master Site Plan; Revision 12-6-23]

[3 total pages]



PORTUNE PARKWAY ROADWAY PLANS
A MASTER PLANNED ROADWAY PLAN

PRINCE & ENGINEERS Collaborative
www.pec.ca.us

PECC+

PRINCE & ENGINEERS Collaborative
www.pec.ca.us

300 SHERWOOD COURT, SUITE 200
FARMINGTON, CT 06030

PROJECT: **PORTUNE PARKWAY ROADWAY PLANS**

DATE: 12/08/2023

SCALE: 1" = 60'

PROJECT: 2/27/10/1

C3.01

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	06-20-20	SSG	ISSUED FOR BIDDING
2	05-24-23	SSG	ISSUED FOR BIDDING
3	05-24-23	SSG	ISSUED FOR BIDDING

CLIENT
PRINCE & ENGINEERS Collaborative
www.pec.ca.us

OWNER
PRINCE & ENGINEERS Collaborative
www.pec.ca.us

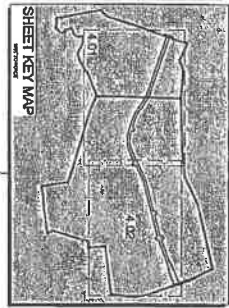
DESIGNER
PRINCE & ENGINEERS Collaborative
www.pec.ca.us

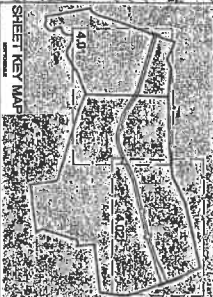
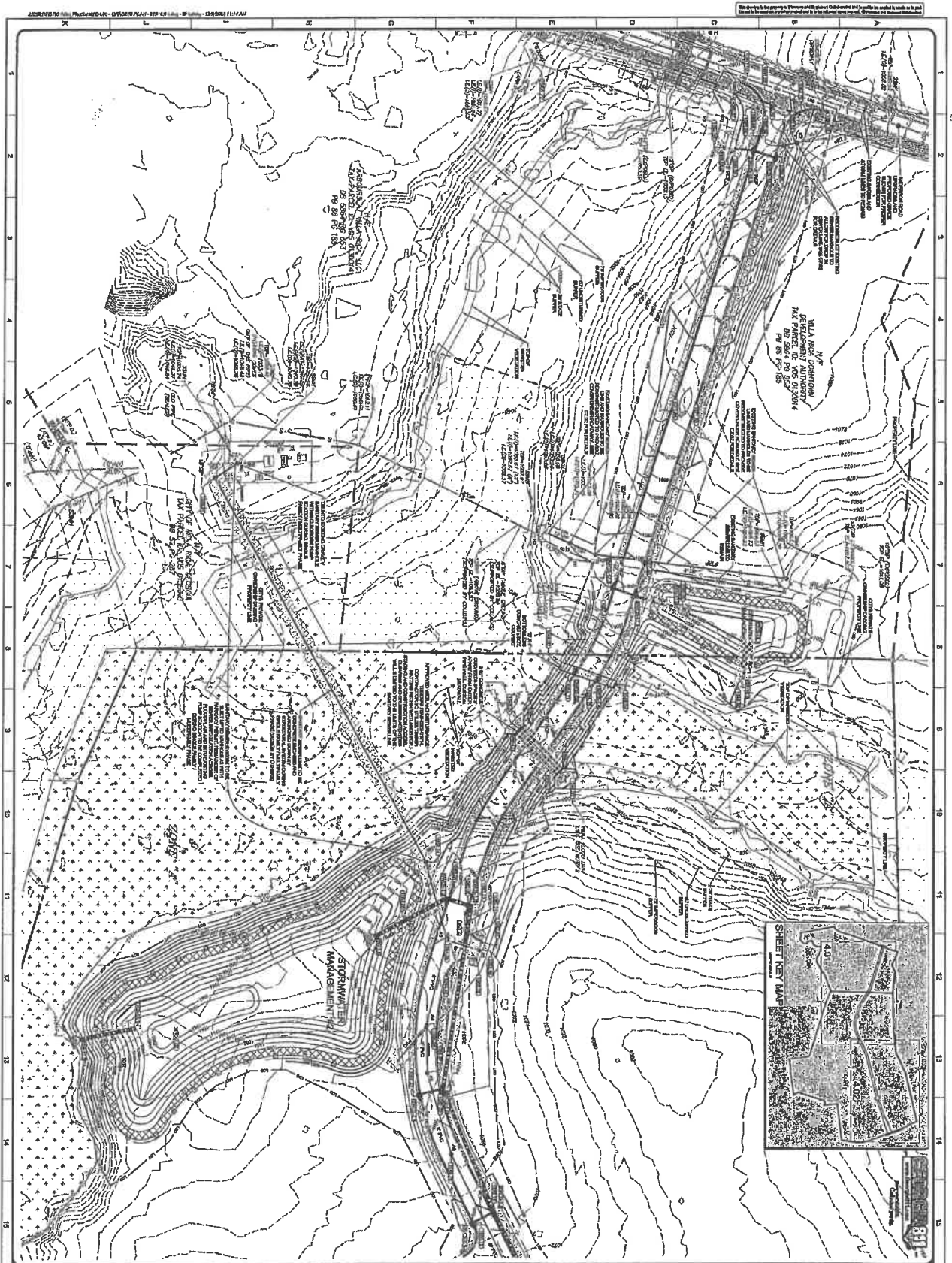
CONTRACTOR
PRINCE & ENGINEERS Collaborative
www.pec.ca.us

Exhibit "B-1"

[Master Grading Plan; Revision 12-6-23]

[3 total pages]

[illegible][illegible]



PBC+
 Planners & Engineers Collaborative
 300 RICHMOND COUNTY SQUARE
 FORTUNE, GEORGIA 30202
 WWW.PBC-PLUS

**FORTUNE PARKWAY
 ROADWAY PLANS**
 A MASTER PLANNED ROADWAY PLAN

ONLINE COMMUNITIES, LLC
 1178 PHARMACY AVENUE
 FORTUNE, GEORGIA 30202
 P: 404.877.0722

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	07/20/2011	JB	ISSUANCE
2	07/20/2011	JB	REVISIONS TO THE PLAN
3	07/20/2011	JB	REVISIONS TO THE PLAN

THIS PLAN IS ONLY VALID IF COPIES ARE
 AND DATED WITHIN 180 DAYS OF THE DATE OF THE PLAN.



GRADING PLAN

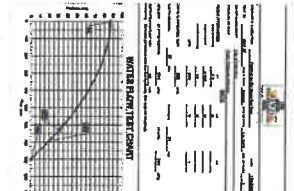
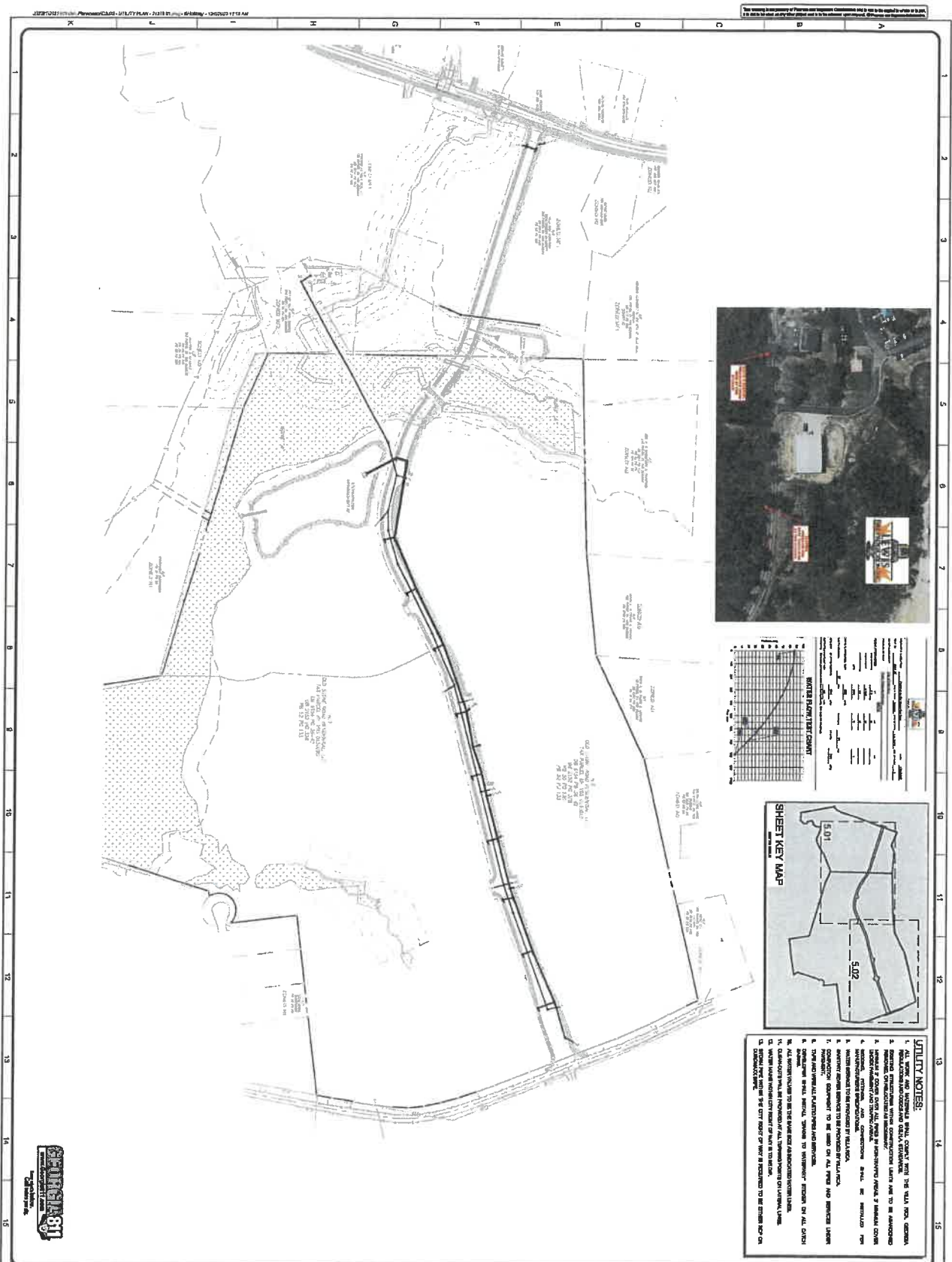
SCALE: 1" = 50'
 DATE: 12/06/2011
 PROJECT: 2178101

C4.01
 SHEET

Exhibit B-2

[Master Utility Plan; Revision 12-6-23]

[3 total pages]



- UTILITY NOTES:**
1. ALL WORK AND MATERIAL SHALL COMPLY WITH THE LATEST AASHTO, GEOTECH, AND OTHER RELEVANT STANDARDS.
 2. EXISTING UTILITIES SHOWN ON THE PLAN ARE TO BE MAINTAINED AND PROTECTED. ANY CHANGES TO EXISTING UTILITIES SHALL BE APPROVED BY THE LOCAL AGENCY.
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PC&E+
Planning & Engineering Collaborative
3500 BROADWAY, SUITE 200
FORTUNE, CALIFORNIA 94502

PROJECT:
FORTUNE PARKWAY
ROADWAY PLANS
MASTER PLANNED ROADWAY PLAN

LOCATION:
OLD STONE ROAD
VIA RICA, CA 94586

PREPARED BY:
INLINE COMMUNITIES, LLC
1775 RICHMOND ST., NW
ALBUQUERQUE, NM 87102
P: 505.837.0100

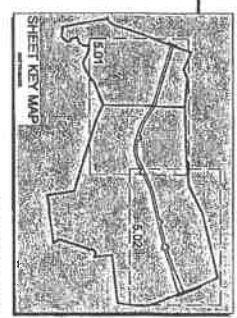
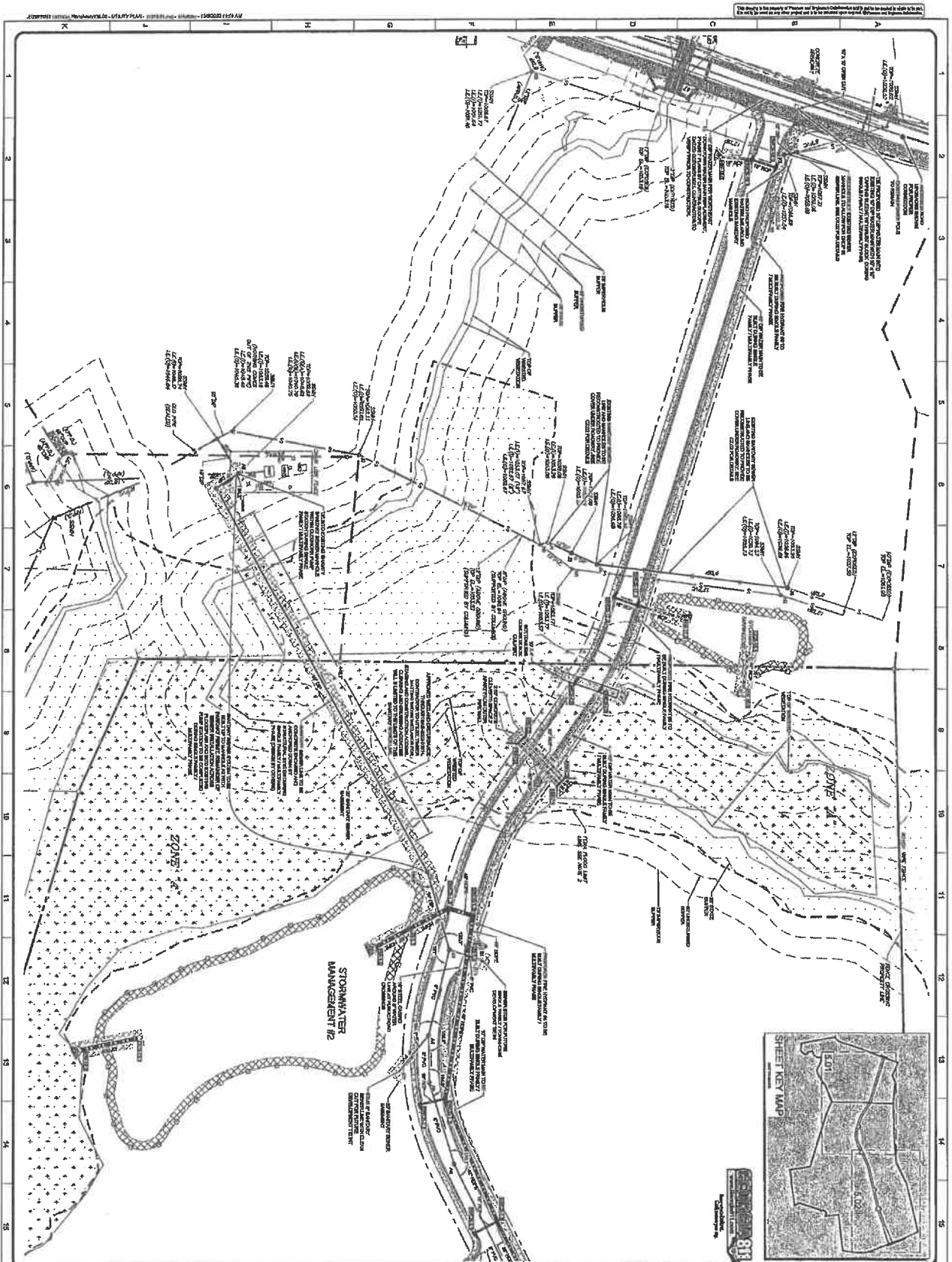
REVISIONS:

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2	05/20/23	BSH	1775 RICHMOND ST., NW
3	05/20/23	BSH	1775 RICHMOND ST., NW

SCALE:
1" = 120'
DATE: 10/06/23
PROJECT: 217501

MASTER UTILITY PLAN

C5.00



UTILITY PLAN

SCALE: 1" = 50'

DATE: 12/02/2023

PROJECT: 2121031

C5.01

CONSTRUCTION NOTES:

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INLINE COMMUNITIES, LLC

1777 HUNTERS HWY

HOUSTON, TX 77058

P: 281-987-0782

Fortune Parkway

ROADWAY PLANS

A MASTER PLANNED ROADWAY PLAN

PSC+

Planners & Engineers Collaborative

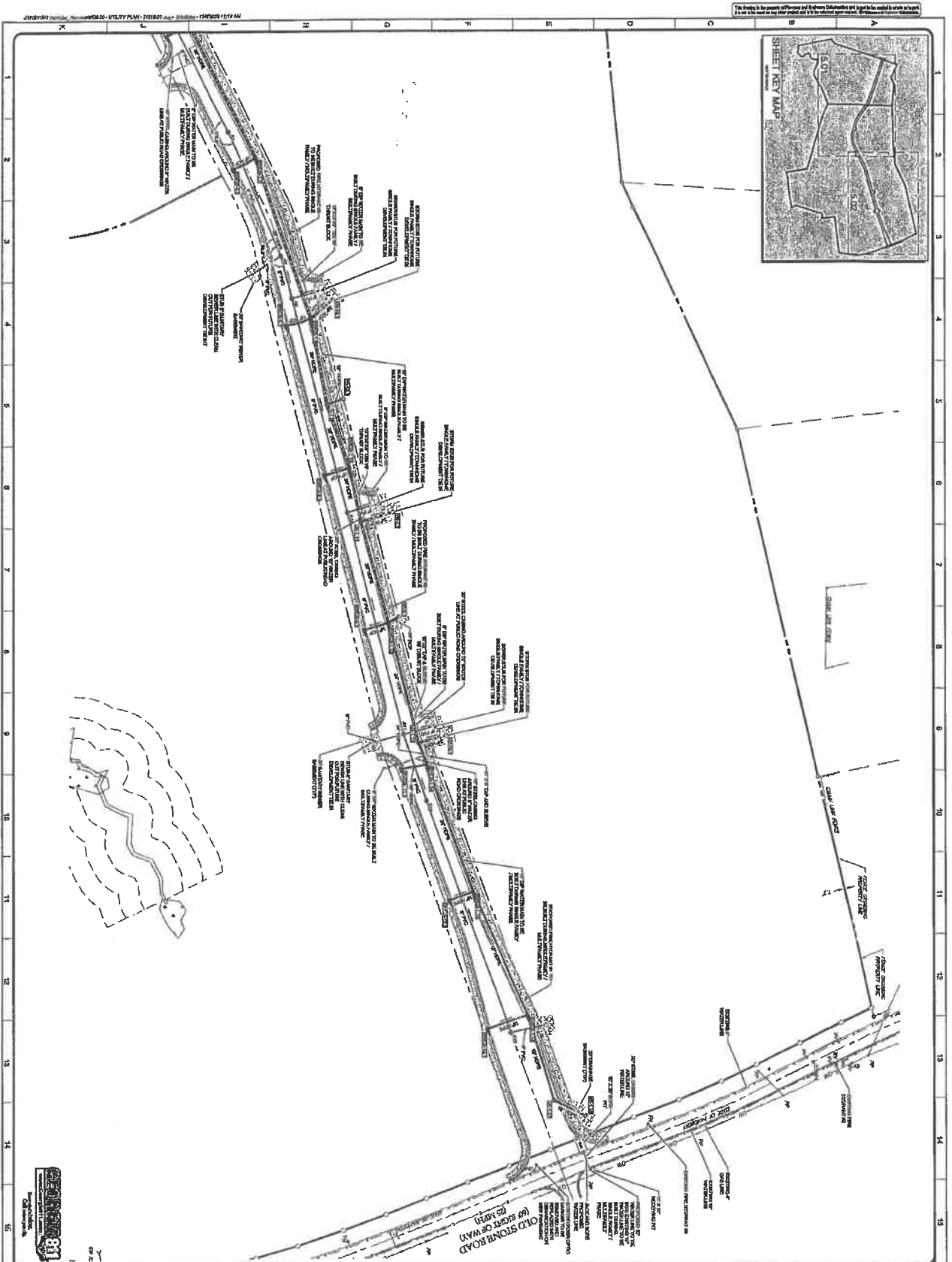
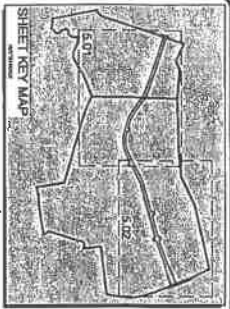
10000 W. 10TH AVE., SUITE 1000

MINNEAPOLIS, MN 55425

TEL: 612-338-8800

FAX: 612-338-8801

WWW.PSCPLUS.COM



C5.02
SHEET

UTILITY PLAN
SCALE: 1" = 50'
DATE: 12/06/2023
PROJECT: 21218.01



REVISIONS		
NO.	DATE	DESCRIPTION
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IN LINE COMMUNITIES, LLC
1770 PARKWAY, SUITE 100
FARMINGTON, CT 06030
P: 860-387-0782

OLD STONE ROAD
WILY RD., 6830182

FORTUNE PARKWAY
ROADWAY PLANS
A MASTER PLANNED ROADWAY PLAN

PECC+
Planners & Engineers Collaborative+
10000 N. 100th Ave., Suite 100
Eden Prairie, MN 55324
P: 952-935-2000
F: 952-935-2001
WWW.PECCPLUS.COM

P: (770) 451-2241 F: (770) 451-3915
WWW.PECCPLUS.COM



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

**SUBJECT: Conners Landing Development – LGI Homes-Georgia LLC
Development Agreement for Ashley Place Lift Station Upgrade**

AGENDA DATE: January 9, 2024

DATE PREPARED: December 11, 2023
PREPARED BY: Bobby C. Elliott, P.E.

AMOUNT:
GL ACCOUNT #:
FUNDING SOURCE:
BUDGETED ITEM?

PURPOSE: The purpose of this agenda item is to present a Development Agreement to the Mayor and City Council from the Conners Landing Developers that establishes the Conners Landing share of the lift station upgrade cost to the Ashley Place lift station.

BACKGROUND:

Ashley Place lift station is presently at capacity. Conners Landing Subdivision that has just been developed will have 196 homes that will contribute sewage flow to this station. Due to this fact, the Ashley Place station must be upgraded and in this case re-located. The entire cost of this upgrade has been calculated by City engineering consultants. Based on the number of housing units that will contribute flow to this new station, Conners Landing Development (LGI Homes-Georgia LLC) will contribute one third of this upgrade cost. This amount has been calculated to be \$764,000.00. The Development Agreement attached to this agenda item has been reviewed by the City Attorney.

STAFF RECOMMENDATION: Staff recommends approval of the Development Agreement with the owners of the Conners Landing Development which is LGI Homes-Georgia LLC.

IMPACT:

MOTION: I move to approve the Development Agreement between the City of Villa Rica and LGI Homes-Georgia LLC for the upgrade of the Ashley Place sanitary sewer lift station.

DEVELOPMENT AGREEMENT

This Agreement is entered into on this 6th day of December 2023, between the City of Villa Rica, Georgia (the "City"), and LGI Homes – Georgia LLC (the "Owner").

WITNESSETH:

WHEREAS, a subdivision located within the City of Villa Rica known as Conners Landing Mirror Lake (the "Subdivision") was previously approved for development by the City; and

WHEREAS, the City and the Owner wish to enter into this Agreement governing the terms and the conditions of the existing Ashley Place sanitary sewer lift station and force main located in Ashley Place Subdivision that will serve Conners Landing Mirror Lake;

NOW, THEREFORE, in consideration of Ten and 0/100 Dollars (\$10.00) in hand to the City, the receipt of which is hereby acknowledged, as well as the promises and mutual covenants of the parties herein contained, it is agreed and understood as follows:

1. Construction of Conners Landing Mirror Lake.

The parties agree that the construction of this development will follow all rules, regulations and specifications set forth by the City of Villa Rica Development Regulations with regards to all infrastructure installations including the following: Streets, curb and gutter, water and sewer, storm drains, stormwater detention facilities, sidewalks, street signage and street lighting. The development will also follow all conditions previously required by Council. Maintenance bonds will be required before final acceptance of the development.

2. Maintenance and Repair of the existing Ashley Place sanitary sewer lift station and force main located in Ashley Place Subdivision.

Due to maintenance and capacity issues related to the existing sanitary sewer lift station and force main, it is necessary to make repairs and capacity improvements to said station and force main in order to be able to serve effluent discharges from the new homes in Conners Landing Mirror Lake. Calculations have been made to determine the cost per lot necessary for these upgrades. The calculated cost per lot (196 total lots) is **\$3,897.96 or a lump sum total cost of \$764,000.00.** The Owner agrees to pay to the City the costs for the upgrades within thirty (30) days of the execution of this agreement.

3. This Agreement shall bind the Owner upon execution and may not be revoked without permission of the City.

4. This Agreement shall be interpreted in accordance with Georgia law and may only be enforced in the Superior Court for Douglas County, Georgia, and Georgia appellate courts.
5. In the event this Agreement is breached by the Owner and litigation is commenced, the Owner shall be responsible for the reasonable attorneys' fees and expenses incurred by the City as a result of the Owner's breach.
6. Transferability.

Except for the sale of individual lots after recording the final plat, the Owner shall not transfer the subdivision property without first giving notice to the City as to the name, address, and telephone number of the transferee. If it is the transferee's intention to develop this subdivision in accordance with the Agreement, the Owner agrees to provide the City an Assumption Agreement in which the transferee agrees to perform the improvements required under this Agreement and to provide the security needed to assure such performance. Said agreement will be subject to the approval of the City Attorney. The Owner shall remain liable under the terms of this Agreement unless an Assumption Agreement is entered into between the new owners and the City.

7. Acceptance of Improvements.

Formal acceptance of improvements shall follow the procedure established in the Zoning and Subdivision Regulations. Subsequent to acceptance by the City, the Owner shall have no claim, direct or implied, in the title or ownership of the improvements. The City, upon final approval and acceptance, will take full title to the improvements and will provide maintenance thereafter, except that the Owner is responsible for construction failures and defects in the subdivision improvements. During this period, it shall remain the responsibility of the Owner to correct and cure these defects and failures.

8. Warranty. (Maintenance Bond for Connors Landing Mirror Lake)

The Owner warrants that all improvements to be accepted by the City will be free from defects in design, materials, or workmanship for a period of eighteen (18) months from the date of acceptance by the City. The Owner shall immediately repair, at its own costs, all defects of any type whatsoever which occur within said eighteen (18) months period. If repairs required herein are not timely completed, the City shall have the right, at its option, to make said repairs at the expense of the Owner. In such event, the City may call the Owner's bond to pay for said repairs. Additionally, the Owner shall execute a maintenance bond as required by the Development Regulations.

IN WITNESS WHEREOF, the parties have executed this Agreement for the purposes herein expressed.

OWNER:

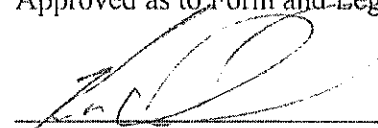
LGI HOMES-GEORGIA, LLC

By:  KEVIN TATE - LGI HOMES
LAND DEVELOPMENT MANAGER

CITY OF VILLA RICA, GEORGIA

By: _____
Mayor

Approved as to Form and Legality:


City Attorney



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Northwoods at Mirror Lake Phase III – Mirror Lake Developers, LLC
Development Agreement for Brandywine Lift Station Upgrade

AGENDA DATE: January 9, 2024

DATE PREPARED: December 18, 2023

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

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PURPOSE: The purpose of this agenda item is to present a Development Agreement to the Mayor and City Council from the Mirror Lake Developers, LLC that establishes the Northwoods at Mirror Lake Phase III share of the lift station upgrade cost to the Brandywine lift station.

BACKGROUND:

Brandywine lift station is presently at capacity. Northwoods at Mirror Lake Phase III is currently under development and 154 homes will contribute sewage flow to this station. Due to this fact, Brandywine station must be upgraded. The entire cost of this upgrade has been calculated by City engineering consultants. Based on the number of housing units that will contribute flow to this station, Northwoods at Mirror Lake Phase III (Mirror Lake Developers, LLC) will fund this upgrade cost. This amount has been calculated to be \$154,000.00. The Development Agreement attached to this agenda item has been reviewed by the City Attorney.

STAFF RECOMMENDATION: Staff recommends approval of the Development Agreement with the owners of the Northwoods at Mirror Lake Phase III, which is Mirror Lake Developers, LLC.

IMPACT:

MOTION: I move to approve the Development Agreement between the City of Villa Rica and Mirror Lake Developers, LLC for the upgrade of the Brandywine sanitary sewer lift station.

DEVELOPMENT AGREEMENT

This Agreement is entered into on this ____ day of _____, 202__, between the City of Villa Rica, Georgia (the "City"), Mirror Lake Partners, LLC., (the "Owner").

WITNESSETH:

WHEREAS, a subdivision located within the City of Villa Rica known as Northwoods at Mirror Lake (the "Subdivision") Phase III was previously approved for development by the City; and

WHEREAS, the City and the Owner wish to enter into this Agreement governing the terms and the conditions of the existing Sanitary Sewer lift station and force main located in Brandywine Subdivision that will serve Northwoods Phase III;

NOW, THEREFORE, in consideration of Ten and 0/100 Dollars (\$10.00) in hand to the City, the receipt of which is hereby acknowledged, as well as the promises and mutual covenants of the parties herein contained, it is agreed and understood as follows:

1. Construction of Phase III of Northwoods at Mirror Lake.

The parties agree that the construction of Phase III of this development will follow all rules, regulations and specifications set forth by the City of Villa Rica Development Regulations with regards to all infrastructure installations including the following: Streets, curb and gutter, water and sewer, storm drains, stormwater detention facilities, sidewalks, street signage and street lighting. Maintenance bonds will be required before final acceptance of the development.

2. Maintenance and Repair of the existing sanitary sewer lift station and force main located in Brandywine Subdivision.

Due to maintenance and capacity issues related to the existing sanitary sewer lift station and force main, it is necessary to make repairs and capacity improvements to said station and force main in order to be able to serve effluent discharges from the new homes in Phase III of Northwoods at Mirror Lake. Calculations have been made to determine the cost per lot necessary for these upgrades. The calculated cost per lot is \$1,000.00 or a lump sum based on 154 total lots of \$154,000.00.

3. This Agreement shall bind the Owner upon execution and may not be revoked without permission of the City.

4. This Agreement shall be interpreted in accordance with Georgia law and may only be enforced in the Superior Court for Douglas County, Georgia, and Georgia appellate courts.

5. In the event this Agreement is breached by the Owner and litigation is commenced, the Owner shall be responsible for the reasonable attorneys' fees and expenses incurred by the City as a result of the Owner's breach if the litigation concludes that the Owner was in default. If this Agreement is breached and it is determined that the Owner is not in default, each party will be responsible for their own attorney's fees and expenses incurred.

6. Transferability.

The Owner may transfer the subdivision property upon written notice to the City as to the name, address, and telephone number of the transferee. In the event of a transfer, the transferee will assume responsibility of this agreement and will run with the land.

7. Acceptance of Improvements.

Formal acceptance of improvements shall follow the procedure established in the Zoning and Subdivision Regulations. Subsequent to acceptance by the City, the Owner shall have no claim, direct or implied, in the title or ownership of the improvements. The City, upon final approval and acceptance, will take full title to the improvements and will provide maintenance thereafter, except that the Owner is responsible for construction failures and defects in the subdivision improvements. During this period, it shall remain the responsibility of the Owner to correct and cure these defects and failures.

8. Warranty.

The Owner warrants that all improvements to be accepted by the City will be free from defects in design, materials, or workmanship for a period of eighteen (18) months from the date of acceptance by the City. The Owner shall immediately repair, at its own costs, all defects of any type whatsoever which occur within said eighteen (18) months period. If repairs required herein are not timely completed, the City shall have the right, at its option, to make said repairs at the expense of the Owner. In such event, the City may call the Owner's bond to pay for said repairs. Additionally, the Owner shall execute a maintenance bond as required by the Development Regulations.

IN WITNESS WHEREOF, the parties have executed this Agreement for the purposes herein expressed.

OWNER:

MIRROR LAKE DEVELOPMENT
PARTNERS, LLC.

By: _____

CITY OF VILLA RICA, GEORGIA

By: _____

Approved as to Form and Legality:

City Attorney



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Recommendation to Reduce Speed Limit on Clearview Street.

AGENDA DATE: January 9, 2024

DATE PREPARED: December 18, 2023

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

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PURPOSE: The purpose of this agenda item is to recommend a reduction to the speed limit from 25 MPH to 15 MPH on Clearview Street to address excessive speeding.

BACKGROUND:

A traffic study was conducted on Clearview Street from October 16th -25th to confirm complaints of severe speeding. After the data on the traffic counter was downloaded and analyzed, an 85th percentile speed of 44 MPH was confirmed. According to the City's Traffic Calming Ordinance, an 85th percentile speed of at least 10 MPH over the posted limit indicates the need for traffic calming measures to be implemented. The posted speed limit on Clearview Street is 25 MPH. After the conclusion of the study, three speed humps were installed on Clearview Street. During the installation of the signage for the speed humps, traffic had not slowed down as indicated by City personnel almost getting run over while installing the signage. Due to this fact, additional traffic calming measures are needed. A reduction in speed limit is now recommended.

Note: The 85th percentile speed is the speed at or below which 85 percent of the free-flowing vehicles travel.

STAFF RECOMMENDATION: Staff recommends approval of the reduction of the speed limit on Clearview Street from 25 MPH to 15 MPH.

IMPACT:

MOTION: I move to approve the reduction of the speed limit on Clearview Street from 25 MPH to 15 MPH effective immediately.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Grant Writing Engagement

AGENDA DATE: 1-09-24

DATE PREPARED: 12-29-23

PREPARED BY: Tom Barber

AMOUNT: \$6,000 per month

GL ACCOUNT #: TBD

FUNDING SOURCE: General Fund

BUDGETED ITEM? No

PURPOSE: To retain the services of Sandra Morris to apply for grants.

BACKGROUND: During the last few years the City has applied for a number of grants under the direction of Chris Montesinos. Chris has taken another job and a number of grant opportunities still exist. Sandra Morris has significant grant writing experience and has been asked to prepare a one-year agreement for our consideration. Mrs. Morris' focus will begin with funding sources that have turned us down and then continue to new opportunities as they become available.

STAFF RECOMMENDATION: Staff recommends engaging Pop & Gran Services, LLC for \$6,000 per month for one year.

IMPACT: We have only been successful with a few of our grant applications so far, but they have been financially impactful. We still have an opportunity to apply for funds for transportation projects, improvements along the railroad, housing renovation, and downtown streetscape improvements. In addition, Mrs. Morris will bring an entirely new group of connections with senior programs.

MOTION: I move to authorize the City Manager to execute an agreement with Pop & Gran Services, LLC for \$6,000 per month for one year to prepare grant applications on behalf of the City.

December 28, 2023

Tom Barber, City Manager
City of Villa Rica, Georgia
571 W Bankhead Highway
Villa Rica, Georgia 30180
tbarber@villarica.org

RE: Proposed Grant Writing Engagement

Dear Mr. Barber:

I have reviewed the information you sent me concerning the unfunded grants that have been submitted for Villa Rica and the future funding interests for the city. I am familiar with the application processes as well as the review processes for unfunded applications.

I will gladly provide services for the City of Villa Rica as contract services for a period of one year at a rate of \$ 6,000 a month. The fee is for my services only and does not include any required workshops or meeting fees, mailing or overnight shipping expenses or printing and copying. Any required travel will be my expense. My services will include reviewing, rewriting, and submitting applications at the request of the city. I will also work with the City Manager and his staff to prepare and submit new applications based on the city's interest and I will provide additional funding information based on information from my research.

The City Manager and his staff will provide electronic information to me as it becomes available to them concerning funding, applications, timelines and contact information for funding sources. Monthly payment will be provided no later than the fifth day of each month.

The contract will be between the City of Villa Rica, Georgia and my grant writing company, Pop & Gran Services, Inc., 277 Oak Grove Road, Temple, GA 30179. I will provide the required documentation for the payment process. I look forward to working with the City of Villa Rica and helping provide additional services for the citizens. I can be reached at 678-378-0985 and my email address is sandraamorris4590@gmail.com.

AGREED AND ACCEPTED

Printed Name and Date



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Proposal to Modify Road Design by BM&K

AGENDA DATE: 1-09-24

DATE PREPARED: 12-29-23

PREPARED BY: Tom Barber

AMOUNT: \$31,000

GL ACCOUNT #: TBD

FUNDING SOURCE: General Fund

BUDGETED ITEM? No

PURPOSE: To have BM&K modify their engineering plans to accommodate a traffic light at the intersection of Villa Rica Parkway and Cleghorn Street.

BACKGROUND: Several years ago BM&K was asked to design improvements to Cleghorn Street and Anderson Road. We initially envisioned a four-way stop where the new road crossed Cleghorn, then changed our plans to instead utilize a roundabout. After working on the plans of the Villa Rica Parkway it was determined that a roundabout couldn't be constructed without the risk of making the south end of Cleghorn inaccessible from either direction when the train crossing was blocked. We now need BM&K to modify their plans to include a traffic light and to incorporate the actual elevations of the new road.

STAFF RECOMMENDATION: Staff recommends engaging BM&K for an amount not to exceed \$31,000.

IMPACT: It will be more cost effective to have BM&K modify their own plans than to have another firm do so.

MOTION: I move to authorize the Mayor to execute an agreement with BM&K to modify their road plans for Cleghorn Street for an amount not to exceed \$31,000.

SHORT FORM AGREEMENT

THIS AGREEMENT is made this 7th day of December, 2023 by and between the City of Villa Rica (hereinafter Client) and BM&K,PC. Client and BM&K,PC, for the consideration hereinafter set forth, hereby agree as follows:

1. Services of BM&K,PC - BM&K,PC agrees to complete final plans for Anderson Road & Cleghorn Street Improvements and revise to remove new intersection. Completion and revisions include Final design elements and complete plans for construction.

Our proposed Scope of Services includes the following:

A. Design:

- Tie in 2D design north and south of intersection
- Revise horizontal and vertical alignment of Anderson/Cleghorn to match Falcon's
- Revise driveway and crossroad profiles based on vertical alignment changes with Anderson/Cleghorn
- Revise storm to tie-in to intersection, revise alignments and profiles
- Revise grading and LOD
- Run new cross sections
- Typical Sections(Update limits of each typical section)
- Summary of Quantities
- Road Profiles, Driveway Profiles, Drainage Profiles, and Cross Sections
- Utility Plans: Create sheets, Label conflicts
- Signing and Marking Plan(Update labeling)
- Complete 3 Phase Erosion Plans

B. Professional Fees:

HOURLY RATES

For Additional Services

➤ Project Engineer/Designer	\$135
➤ Project Manager	\$125
➤ 1-Man Robotic Instrument/GPS	\$95
➤ Survey Office Assistant	\$75
➤ Administrative	\$55

2. Schedule of Services - BM&K,PC shall use its best efforts to complete the Services in a timely fashion to meet Client's requirements. If the parties have agreed to a specific project schedule and duties, such information will be set forth.

3. Responsibilities of Client - Client shall furnish or make available to BM&K,PC any and all of its records, maps, or other data which are pertinent to BM&K,PC's work. Client shall

P.O. Box 878, Braselton, GA 30517

phone: 706.824.0514

authorize and assist BM&K,PC in obtaining any such pertinent information from other public and private sources.

4. Compensation - As compensation for the performance of the Services, Client shall pay BM&K,PC in accordance with the following:

Final Design Elements & Complete Plans for Construction Hourly (Not to exceed \$16,800)

Meetings & Revisions Due to Right of Way Negotiations Hourly (Not to Exceed) \$10,000

Construction Administration & Bid Assistance as Needed Hourly (Not to Exceed) \$4,200

Client will provide written authorization to BM&K,PC and Notice to Proceed. No work shall be performed without a written NTP. Payments are due at the address appearing on the invoice within 30 days unless there is a discrepancy. Invoices not paid within 30 days will accrue interest from the 31st day at the rate of 1% per month (12% per annum).

5. Termination - This Agreement may be terminated by either party upon not less than seven (7) days written notice. BM&K,PC shall be compensated for all Services performed until the receipt of notice plus any fees and/or costs reasonably necessary to properly terminate the project.

6. Relationship of Parties - BM&K,PC is and shall at all times during the term of this Agreement be an independent contractor of Client. This Agreement and the relationship of the parties shall not be deemed to create or be one of employment, agency, partnership, joint venture or any other association.

7. Assignment - This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by Client or BM&K,PC without the prior written consent of the other. Any assignment without written consent of the other party shall be null and void.

8. Standard of Care - The standard of care for all professional Services performed or furnished by BM&K,PC under this Agreement will be the care and skill ordinarily used by.

9. Insurance - BM&K,PC shall procure and maintain worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed, comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage and professional liability insurance in the amount of \$1,000,000 per claim.

10. Indemnification - Client shall indemnify BM&K,PC its partners, officers, directors and employees from all claims, damages, losses and expenses including reasonable attorney's fees, arising out of or in any manner connected with, the performance of the Services to the extent caused by Client's negligence.

BM&K,PC shall indemnify Client, its partners, officers, directors and employees from all claims, damages, losses and expenses including reasonable attorney's fees, arising out of or in any

manner connected with, the performance of the Services to the extent caused by BM&K,PC's negligence.

11. Limitation on Liability - The total liability of BM&K,PC and its partners, principals, employees and agents to Client and any one claiming by, through or under Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, the Services of this Agreement from any cause or causes whatsoever including, but not limited to, negligence, errors, omissions, strict liability or breach of contract shall not exceed the total compensation received by BM&K,PC under this Agreement or the total amount of \$1,000,000, whichever is greater.

12. No Personal Liability - Notwithstanding any other provision of this Agreement to the contrary, BM&K,PC partners, principals, officers, directors, employees, or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to BM&K,PC performance or non-performance of the Agreement. Client will look solely to BM&K,PC for its remedy for any claim arising out of or related to this Agreement

13. No Consequential Damages - In no event shall BM&K,PC be liable to Client or the Client to BM&K,PC for consequential, special or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of the equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted including, but not limited to, ones arising out of any breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause arising out of the performance or non-performance of the contract by Client/ BM&K,PC.

14. Mediation - The parties, as a condition precedent to commencing litigation (other than for the non- payment of BM&K,PC fees), shall endeavor to resolve their claims by mediation which, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the contract and with the American Arbitration Association.

15. Other Agreements - (a) The services to be performed by BM&K,PC are intended solely for the benefit of Client and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this Agreement; (b) Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties; (c) This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters; (d) This Agreement shall not be amended, modified, supplemented or rescinded in any manner except by written agreement executed by the parties; (e) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia;

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

By: 
Name: Donald B. Clerici, PE
Title: President
Date 12/6/23

BM&K, PC

City of Villa Rica

By: _____
Name: _____
Title: _____
Date: _____

NOTICES

Construction Manager
Mr. Donald Clerici, PE
BM&K, P.C.
P. O. Box 878
Braselton, GA 30517

Tom Barber, City Manager
City of Villa Rica
571 W Bankhead Hwy.
Villa Rica, GA 30180



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Proposal from Falcon Design to Survey Parts of Two Parks

AGENDA DATE: January 09, 2024

DATE PREPARED: December 29, 2023

PREPARED BY: Tom Barber

AMOUNT: \$21,400

GL ACCOUNT #:

FUNDING SOURCE: General Fund

BUDGETED ITEM? No

PURPOSE: To approve a proposal from Falcon Design & Engineering to take another step toward the implementation of the Recreation Master Plan.

BACKGROUND: The Recreation Master Plan calls for improvements to most of our parks. Falcon has been asked to propose on the boundary survey, topographical survey, and utility location for part of Gold Dust Park and part of Powell Park. The findings from these tasks will allow us to determine the practicality and estimated cost of the proposed improvements.

STAFF RECOMMENDATION: Staff recommends approval. We would like to replace the tennis courts at Gold Dust with outdoor pickleball courts, and to construct new tennis courts on the unused baseball field at Powell Park.

IMPACT: The proposed tasks will allow us to better determine the cost and practicality of construction.

MOTION: I move to authorize the Mayor to approve the proposal from Falcon Design for an amount not to exceed \$21,400.



December 27, 2023

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

RE: Powell Park, City of Villa Rica, GA (+/- 5 Ac.) (Parcel V07 0100003)

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. Boundary Survey: | \$4,000.00 |
| <ul style="list-style-type: none">• Work to include field work and office time to complete boundary survey.• Work to be performed using Georgia Plat Standards. | |
| 2. Topographic Survey: | \$3,500.00 |
| <ul style="list-style-type: none">• Work to include field run locate of any existing payment, building, structures, and above ground utilities. | |
| 3. Underground Utility Locate: | \$1,200.00 |
| <ul style="list-style-type: none">• Survey crew will survey locate the painted underground utilities.• Underground utility performed by Utility Marking. | |

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)
- Color Renderings
- Lighting Design
- Wall Design
- Irrigation Design
- 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

EXHIBIT





December 27, 2023

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

RE: Gold Dust Park, City of Villa Rica, GA (+/- 8 Ac.) (Parcel V03 0120011)

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. Boundary Survey: | \$4,500.00 |
| <ul style="list-style-type: none">• Work to include field work and office time to complete boundary survey.• Work to be performed using Georgia Plat Standards. | |
| 2. Topographic Survey: | \$4,000.00 |
| <ul style="list-style-type: none">• Work to include field run locate of any existing payment, building, structures, and above ground utilities. | |
| 3. Underground Utility Locate: | \$4,200.00 |
| <ul style="list-style-type: none">• Survey crew will survey locate the painted underground utilities.• Underground utility performed by Utility Marking. | |

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)
- Color Renderings
- Lighting Design
- Wall Design
- Irrigation Design
- 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

EXHIBIT

