

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

City of Villa Rica



INT CITY MANAGER: JEFF
REESE
CITY CLERK: THERESA
CAMPBELL
CITY ATTORNEY: C. DAVID
MECKLIN

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

MAYOR & COUNCIL MEETING AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
June 11, 2024 | 6:00 PM

Meeting Call to Order (Mayor Leslie McPherson)

Invocation Captain Blake Terry

Pledge of Allegiance Captain Blake Terry

Ceremonial Presentations (Mayor & Council)

- Mark Grizzard 10 Years of Service Recognition

Adoption 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.)

Council Updates (Subjects of General Interest and Concern)

Consent Agenda (Mayor Leslie McPherson)

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

1. Amendment to Article VII Sec 2-192 to establish Records Officer
2. Modification of GMA Bylaws
3. Streetlight on Lawrence Drive
4. Request for Extension of Operating Dates for Temporary Mobile Food Vending Operation at 779 W. Bankhead Hwy
5. Worker's Compensation Renewal
6. Yearly Contract for Gateway and Library Maintenance
7. Modification of Existing Waterline on Hwy 61
8. Finance Department Reorganization
9. FY24 Budget Amendments #242-249
10. Cottages at Villa Rica Pump Station Easement

A. Governing Body (Mayor Leslie McPherson)

1. Approval of Minutes from May 14, 2024 Work Session
2. Approval of Minutes from May 14, 2024 Regular Session
3. Request from Carroll County Chamber Board Chair (Tom Barber, City Manager)
4. Discussion: Villa Rica Parkway/Cleghorn Street (Mayor, Leslie McPherson)

B. Community Development (Nina Shabazz, Director)

1. Watermist Phase 2A Final Plat Approval and Public Hearing (Nic, Griffin, Project Manager and Development Official)

C. Finance (Jennifer Hallman, Finance Director)

1. Financial Update: April 2024 (Jennifer Hallman, Director)

D. City Manager (Tom Barber)

1. Development Agreement with Carroll County and Jeff Matthews (Tom Barber, City Manager)

City Manager's Report (Tom Barber)

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

1. Meeting to discuss or vote to enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote as provided in Georgia Code section 50-14-3(b)(1)(D).
2. Meeting to discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee as provided in Georgia Code section 50-14-3(b)(2).
3. Pursuant to the attorney-client privilege and as provided by Georgia Code section 50-14-2(1), a meeting otherwise required to be open was closed to the public in order to consult and meet with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved and the matter discussed was Liberty Point.

Adjournment (Mayor Leslie McPherson)



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Amendment to Article VII Sec 2-192 - City Clerk shall be the designated appointed records officer.

AGENDA DATE: June 11, 2024

DATE PREPARED: June 2, 2024

PREPARED BY: Kevin W. Drummond

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: The purpose of the proposed ordinance change is to designate the City Clerk as the appointed records officer. The Open Records Act provides that the City may designate a records officer for purposes of receiving open records requests. Currently, our ordinances do not designate who should receive open records requests. This change will clarify who is to receive open records requests to the City.

STAFF RECOMMENDATION: Staff recommends that the Council approve the amendment to Ordinance Art. VII Sec 2-192.

MOTION: I move to approve the amendment to Art. VII Sec 2-192 attached hereto to be effective immediately.

Sec. 2-192. Coordination of records management plan.

The City Clerk ~~of council~~ shall be designated as the appointed records officer for public record requests and shall serve as the coordinator of the records management plan and is authorized to act for and on behalf of the city in directing and coordinating all records management matters under the Georgia Records Retention Act. In discharging the records management records destruction duties, the coordinator shall, whether personally or by delegation, maintain all records in accordance with the Georgia Secretary of State Retention Schedules for Local Government Records adopted by the mayor and council, and shall not destroy, allow, or direct any employee to destroy, any record except as provided on the aforesaid retention schedule.

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Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: APPROVAL OF MODIFICATION TO GMA BYLAWS

AGENDA DATE: June 11, 2024

DATE PREPARED: June 07, 2024

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To approve a proposed amendment to the GMA Bylaws.

BACKGROUND: The Georgia Municipal Association has asked us to approve the attached amendment to their Bylaws.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: This amendment will allow the President to appoint the chair of the Member Services Advisory Council and also remove language related to the Third Vice President.

MOTION: I move to authorize the Mayor to sign the proposed amendment to the GMA Bylaws.

Proposed Amendment to GMA Bylaws

ARTICLE XI

Member Services Advisory Council

(a) The CEO and Executive Director, in consultation with the President, shall appoint a Member Services Advisory Council each year to provide guidance to the staff on the service needs of the membership and, as necessary, make recommendations to the Board of Directors on service-related matters. ~~The chair of the Member Services Advisory Council shall be appointed by the President and shall serve a two-year term. The Third Vice President shall chair the Council and assume the chairmanship upon assuming such office.~~ Elected and appointed municipal officials, as well as city clerks, may be appointed to the Council, and each of the Association's districts shall be represented by at least one member.

(b) Meetings of the Member Services Advisory Council may be conducted by teleconference, including participation in discussions and voting by those attending by teleconference.

Background

Each of the Association's three vice presidents chair a specific GMA council. The first vice president chairs the Legislative Policy Council, the second vice president chairs the Federal Policy Council and the third vice president chairs the Member Services Advisory Council.

At the time the third vice president was designated as the chair of the Member Services Advisory Council, the association had no other advisory councils. In recent years, the Association has created three other advisory councils – the Children and Youth Advisory Council, the Equity and Inclusion Advisory Council and the Municipal Workforce Development Advisory Council.

In January 2024, the Board of Directors voted to designate the Third Vice President as the Board's liaison with Georgia City Solutions (GCS), one of GMA's managed non-profit organizations. In this role, the Third Vice President serves as an ex-officio member of the GCS Board of Directors and provides updates on GCS activities at GMA Board meetings. The purpose of this action was to ensure that members of the GMA Board of Directors are kept informed of the work of GCS and thus are better able to promote GCS's mission and services with the Association's member cities.

In view of the new role of the Third Vice President, the GMA Board of Directors is proposing a change to the GMA Bylaws which would provide that the chair of the Member Services Advisory Council be appointed in the same manner of the other advisory councils.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: TO DISCUSS A STREETLIGHT ON LAWRENCE DRIVE.

AGENDA DATE: June 11, 2024

DATE PREPARED: June 07, 2024

PREPARED BY: Tom Barber

AMOUNT: \$4,500 plus monthly fees

GL ACCOUNT #:

FUNDING SOURCE: General Fund

BUDGETED ITEM? Yes

PURPOSE: To discuss a request for a streetlight on Lawrence Drive.

BACKGROUND: Councilman Momtahan received a request for a streetlight in the cul de sac on Lawrence Drive. Georgia Power has quoted a one-time installation cost of \$4,500.

STAFF RECOMMENDATION: For discussion.

IMPACT:

MOTION: For discussion.

Tom Barber

From: Bobby Elliott <elliottbobbyc63@gmail.com>
Sent: Thursday, June 6, 2024 10:35 AM
To: Matthew Momtahan
Cc: Leslie McPherson; Tom Barber
Subject: Re: Fw: EXTERNAL EMAIL: Streetlight in Cul de sac

Ga power wants \$4500 to put in the new light. Tom and I have discussed it.

Bobby C. Elliott P.E.

On Thu, Jun 6, 2024 at 9:43 AM Matthew Momtahan <mmomtahan@villarica.gov> wrote:
Tom and Bobby,

Email from below from Mr. Williams on Lawrence Drive says that Georgia Power is waiting for the City to "sign off" on the new street light. Since it's just one street light, is this something that is handled administratively? Or, does it require Council action? If it requires Council action, can we get it on the June agenda (since it's just one street light)?

Thank you.

Regards,

Matthew Momtahan

Councilman, Ward 2, City of Villa Rica, Georgia

Please note this email address is used for correspondence related to my service as a Councilman for the City of Villa Rica, Georgia and related to the City of Villa Rica. If your email concerns a subject related to my law practice or my law firm, please email me at Matthew@MomtahanLaw.com. If your email concerns a personal subject not related to my law practice, my law firm, or my service as a Villa Rica Councilman, please email me at MattMomtahan@gmail.com. Thank you.

From: Bryant Williams <bryantwilliams99@gmail.com>
Sent: Thursday, June 6, 2024 9:39 AM
To: Matthew Momtahan <mmomtahan@villarica.gov>
Subject: EXTERNAL EMAIL: Streetlight in Cul de sac

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.

Hi Matthew,

Georgia Power has come out and marked the location for the streetlight on Lawrence Drive. He said the only thing he's waiting for is City of Villa Rica to sign off on it. Thanks



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet June 11, 2024

SUBJECT: Request for Extension of Operating Dates for Temporary Mobile Food Vending Operation at 779 W. Bankhead Hwy

CITY COUNCIL AGENDA DATE: June 11, 2024

DATE: May 29, 2024

PREPARED BY: Shaun Daniels, City Planner

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Prichard Hospitality LLC, doing business as Chick-fil-A, is requesting an extension to operate a mobile food vending operation on the alternative lot at 779 West Bankhead Highway until Friday, August 2, 2024.

BACKGROUND: Chick-fil-A's current and primary address is a 1.05-acre lot located at 85 Commerce Drive, which is zoned Commercial, Medium Density (C2). The establishment is currently closed for a three-and-a-half-month remodel effort.

The City of Villa Rica has regulations that prevent mobile food vendors from operating at any one location for more than four (4) consecutive days. Additionally, Villa Rica's business licensing regulations restrict food truck vendors to operating only on Mondays and within the downtown central business district (CBD).

The City Council previously approved the request (5-0) with conditions on April 9th, 2024, and May 14th, 2024, allowing Chick-fil-A to operate a temporary mobile food vending site at the alternative location (779 West Bankhead Hwy). Due to construction delays at the primary parcel, the applicant now requests an extension on the approved variance request until Friday, August 2nd, 2024.

STAFF RECOMMENDATION:

Based on our analysis, we recommend that the City Council **APPROVE** the extension of the expiration date to Friday, August 2, 2024, for the approved variance request submitted by Prichard Hospitality LLC dba Chick-fil-A, for the property located at 779 W Bankhead Highway.

Reason:

- The applicant has demonstrated that the temporary drive-thru can be run effectively and safely.
- The temporary drive-thru has not disrupted traffic circulation on Highway 78.
- The applicant continues to comply with the conditions set by staff during the April 9, 2024, City Council Meeting.



779 W. Bankhead Hwy- Prichard Hospitality LLC dba Chick-Fil-A
(Review) VA-05-24 & VA-07-24
May 28, 2024

Theresa Campbell, City Clerk
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180
City Council Meeting: June 11, 2024

Re: Planning Report
779 W. Bankhead Hwy.
VA-05-24
VA-07-24
Applicant's Name: Prichard Hospitality LLC dba Chick-fil-A
Property Owner: Ruby/ Robert Leathers
Land Lot 164, District 6
Parcel # V02 0070004
Lot Size: 14.58 Acre +/-
Ward: 2
City Council Member: Matthew Momtaham
Planning Board Member: David Rodgers
The City of Villa Rica, Carroll County, Georgia

Dear Ms. Campbell:

This planning report is prepared in response to the review and execution of the approved variance application submitted by Prichard Hospitality LLC dba Chick-fil-A, for the property at 779 W Bankhead Hwy. This report aims to provide an analysis of the variance request and make recommendations for the City Council's consideration.

Background:

The applicant, Prichard Hospitality LLC dba Chick-fil-A's is requesting an extension to operate a mobile food vending operation on the alternative lot at 779 West Bankhead Highway until Friday, August 2, 2024. Prichard Hospitality LLC dba Chick-fil-A's primary address is a 1.05 arced lot at 85 Commerce Drive. The applicant's primary address is zoned Commercial, Medium Density (C2). The property at 85 Commerce Drive is within Villa Rica's I-20 Gateway West character area. On August 5th, 2024, the applicant's restaurant closed to undergo a three-and-a-half-month remodel effort. The applicant went in front of the City Council to request serving limited items on a portion of a temporary lot located approximately 670 feet away from the primary address. The temporary lot is owned by Ruby/Robert Leathers, located at 779 West Bankhead Highway. The 14.58-acre temporary lot is within the suburban Mixed-Use Character area.

779 West Bankhead Highway temporary site has dual zoning. The back two-thirds of the parcel is zoned Industrial, Medium-Density (I2), and the front one-third area of the parcel is zoned Commercial, Low-Density (C1). The applicant is using the (C1) zoned portion of the lot as a temporary drive-thru mobile food establishment.



Abutting west of the 779 West Bankhead Highway lot is Dairy Queen, Thompson Gas, and a road under construction, which leads to the Single Family Attached residential development. To the east of the temporary site is a private driveway (Leathers Street). It is three occupied residential parcels located adjacent to the temporary site, on Leathers Street. The three occupied residential parcels are zoned Commercial, Medium Density (C2). One occupied residence off Leathers Street that abuts the 779 West Bankhead Highway parcel is zoned Industrial, Medium Density (I2). Two deteriorated structures, formerly Taylor's Car Connection Inc. Auto Sales and Pro Tech Auto Sales are located on the (C1) portion of the parcel. Jefferson's Restaurant, Sunoco filling station, and a vacant parcel are all south of the 779 West Bankhead Highway temporary site. North of the temporary lot is Intex DIY, Inc.

779 West Bankhead Highway is located within the Carroll County portion of the city and does not border any of the areas. The City Council voted on a motion to allow the applicant to operate on the temporary lot which would be reviewed during the following City Council Meeting on May 14th, 2024. The City Council approved the applicant's request (5-0) with conditions on April 9th, 2024. The City Council also approved (5-0) the application to operate on the alternative lot until Friday, July 12, 2024. The applicant is requesting for an extension to operate a mobile food vending operation on the alternative lot located at 779 West Bankhead Highway until Friday, August 2, 2024.

Review of the Variance Request:

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

1. Section 11.18 (1)(iv) – Food Trucks and Mobile Food Vendors. *No mobile food vendor shall be allowed to operate more than four (4) consecutive days in any one location unless they have the Mayor or City Council's written approval to operate at one location for an extended period of time related to a special event lasting more than four days. During days of non-operation, the mobile food vendor and all associated vehicles, etc. must be removed from the premises.*
2. Section 8-393 – Prohibited conduct and requirements. *Except for ice cream trucks, no food truck vendor shall operate on any day other than Monday unless such sale is in conjunction with a city-approved special event or film production permit.*

	Required	Proposed
Section 11.18 (1)(iv)	No mobile food vendor shall be allowed to operate more than four (4) consecutive days in any one location	Operate on temporary property (Proposed hours: 7:00 am- 8:00 pm)
Section 8-393	food truck vendors shall operate on any day other than Monday and only in the downtown central business district (CBD)	Operate Monday-Saturday within a Commercial, Low-Density zone (C-1) mainly but, the lot also has a (I2) zoned portion as well.



Description of Variance Request:

Please see above.

Site Analysis:

The temporary site at 779 West Bankhead Highway presents an amalgamation of vacant commercial and mobile home residential structures. One of the commercial structures, directly off W. Bankhead Highway, formerly housed 759 W. Bankhead Hwy Rubys Restaurant and Bakery. Ruby's structure is now showing signs of deterioration and structural instability, with the roof beginning to cave in. Approximately eight to ten vacant mobile-home trailers occupy the middle and back sections of the (I2) zoned portion of the parcel. These trailers have not been moved or altered significantly. The drive-through area, leading up to the ordering tent, exhibits no discernible hazardous conditions. The grass/gravel area remains free from water or mud accumulation. The adjacent parcel to the west of the alternative parcel is the Starlight Development project which continues to actively construct the road and deceleration lane to the new residential development site. No major disruption has occurred regarding the construction of the adjacent parcel, the applicant's temporary vending operation, or traffic disruption on Highway 78.

During the remodeling process, Chick-fil-A is serving minimal items from the menu on the 779 West Bankhead temporary site. The Bremen Chick-fil-A restaurant is supplying the temporary site with food items. The Bremen Chick-fil-A is 13 miles (approximately 15 minutes) from the temporary site. New food has been arriving from the Bremen store at an estimated two-hour turnaround. Multiple Chick-fil-A vans travel to the site to drop off limited menu items. A stacking system has been implemented, leading to the ordering table/tent. The applicant has a dual drive-thru area, leading to a tent/table area where employees take orders. Customers enter the drive-thru area from West Bankhead Highway going westbound. The site has not produced significant traffic on Highway 78 since the start of the temporary drive-thru process.

After customers receive meals, they are only allowed to turn right onto West Bankhead Hwy going westbound. Employees, signs, and caution cones are helping customers enter the drive-thru lane and exit on West Bankhead Highway. A mobile food trailer is on-site approximately 20 feet from behind the table/tent but will not be holding any food but will have supplies only. Customer parking is not allowed on the temporary site.

Portable lights are on site, but there is evidence that customers and employees have adequate lighting during operating hours. Customer vehicle stacking is steady and has not experienced an overflow of traffic. The applicant expressed that customer traffic has picked up slightly during the morning hours but still tapers around one in the afternoon.

Site History

The temporary lot located at 779 West Bankhead Highway has had a multitude of commercial and residential structures operating throughout history. Currently, the property has an array of vacant commercial and mobile home residential structures. One of the commercial vacant structures directly off



W. Bankhead Highway was once 759 W. Bankhead Hwy Rubys Restaurant and Bakery. Rubys Restaurant and Bakery was constructed by combining two mobile trailers to form a restaurant. Rubys Restaurant and Bakery has been vacant since 2012 and was supposed to be demoed in February 2024, but the owner was issued a stop-work order for not having proper permitting for demoing a structure. Another commercial building adjacent to the former Rubys Restaurant and Bakery was Quilty Auto Service, which closed operations in 2022. Quilty Auto Service had a 759 W. Bankhead Hwy address. Goldtown Grill LLC located at 759 W. Bankhead Hwy was open from 2012-2014. Angles In the Kitchen LLC had a short operation in 2021 at the 759 W. Bankhead Hwy address. J & G Autobrokers, LLC was in operation at the 759 W. Bankhead Hwy address. Another commercial use on the parcel under the 759 W. Hwy 78 address was Universal Café and Grill, which operated in 2020 and closed in 2021.

Eight to ten vacant mobile-home trailers are situated toward the middle and back areas of the (I2) zoned portion of the parcel. The property owner said that the mobile-home village contained occupants for approximately 45-55 years until the owner had the occupants evacuated in early March 2024 due to a developer buying the lot. The new developers proposed a U-Haul storage center, but the deal did not see fruition due to geographical issues with the parcel.

Currently, the landowner is hoping to sell the parcel of land and then demolish all the deteriorated vacant structures on the lot and obtain proper permits from the city.

The staff has reviewed the proposed list of variances and their reasonings:

DECISION CRITERIA

The City Council shall review the particular facts and circumstances of each proposed use in terms of the following standards and shall find adequate evidence showing that the use at the proposed location:

Sec. 11.18. - Food trucks and mobile food vendors. GUIDELINES

- a) Mobile food vendors (a mobile food dispensing vehicle that sells prepared food products) and mobile units that sell agricultural produce may be permitted, subject to the approval of a mobile food vendor permit by the Mayor and City Council and the presentation of written permission from the property owner on whose property the mobile food vendor is to be located. All mobile food vending businesses shall be subject to the following criteria:
 - i) A mobile food vending business shall be treated and permitted as a Peddler and subject to the regulations thereof. **Applicant agrees to be treated and permitted as a Peddler and follows subject to the regulations.**
 - ii) All mobile food units shall be self-contained. **After the items are transported from the Bremen store, the food items are in a containment box located at the tent/table area. Condiments and plastic utensils are in the mobile food trailer.**
 - iii) All required Georgia Department of Public Health permits must be obtained, and copies provided. **Applicant has sent Georgia Department of Public Health permits and copies.**



iv) No mobile food vendor shall be allowed to operate more than four (4) consecutive days in any one location unless they have the Mayor or City Council's written approval to operate at one location for an extended period of time-related to a special event lasting more than four days. During days of non-operation, the mobile food vendor, and all associated vehicles, etc. must be removed from the premises.

The Variance Request VA-05-24

v) Only one mobile food unit shall be permitted on a site smaller than a quarter (¼) acre. A maximum of five mobile food units shall be permitted within a "mobile food unit park" - a.k.a. "food truck court" site larger than a quarter (¼) acre but smaller than a ½ acre, unless approved otherwise in writing by the Mayor and City Council for a special event, community event or festival. **The applicant and owner will only have the applicant on the property for operations.**

vi) Mobile food vendors shall only be located and operated in areas or districts zoned non-residential unless they are temporarily operated for specific events held at an institution (i.e. church, school, etc.) that is located on a parcel zoned for residential. **The temporary site is both (C1) and (I2) but the area where Chick-fil-A will operate is within the (C1) zone.**

vii) No more than one mobile food vendor shall operate on the same site per day unless they have the Mayor and City Council's written approval related to a special event or the site is permitted as a "mobile food unit park" - a.k.a. "food truck court." **The applicant is the only mobile food vendor/ use proposed on the site.**

viii) Signage will be limited to signage located on the mobile food unit. No portable signage is allowed, with the exception of a sandwich board-style sign. **Entrance and exit directional signs are on site, and a sandwich board is on-site to help customers choose orders.**

ix) Property owners renting space to one or more mobile food units (constituting a "mobile food unit park" - a.k.a. "food truck court") shall be considered lessors and shall be required to pay the same annual business license rate per rental space as required of other landlords. **The applicant is the only mobile vendor on the parcel. All other structures on the lot are currently vacant.**

x) Vending structures shall not be left unattended or stored at any time on the open vending site when vending is not taking place or during restricted hours of operation. **The applicant stated that the mobile vending area will not be left unattended during business hours.**

b) A minimum of four parking spaces per site shall be required for the use of the mobile vendor patrons. Mobile food vendors may not occupy parking spaces required to fulfill the minimum requirements of the principal use unless they have written approval from the Mayor or City Council. **The applicant expressed being drive-thru only. Employees have a designated parking area away from the site customer drive-thru traffic area.**

c) No mobile vendor shall operate in the following areas:

i) Within ten feet from the right-of-way of any public street or roadway. **Applicant is not operating with the right-of-way of any public street or roadway.**



- ii) Within a required landscape buffer or improvement setback. **The applicant is not operating within a landscape buffer or improvement setback.**
 - iii) Within ten feet of any street intersection or crosswalk. **The applicant is not operating within ten feet of any street intersection or crosswalk.**
 - iv) Within ten feet of any driveway or other curb cut access, loading zone, or designated transit stop. **The applicant is not operating within ten feet of any driveway or other curb cut access, loading zone, or designated transit stop.**
 - v) In any area within fifteen (15) feet of a building entrance. **Applicant is not operating in any area within fifteen (15) feet of a building entrance.**
 - vi) On the median strip of a divided roadway. **The applicant is not operating on the median strip of a divided roadway.**
 - vii) In front of display windows of a fixed location business. **The applicant is not operating in front of display windows of a fixed location business.**
 - viii) Within ten feet of a fire hydrant or fire escape. **No fire hydrant or fire escape within the proposed operating area.**
 - ix) Within ten feet of any parking space or access ramp designated for persons with disabilities. **The applicant is not operating within ten feet of any parking space or access ramp designated for persons with disabilities.**
 - x) On unpaved surfaces, or City property unless otherwise permitted by the Villa Rica City Council. **Per the site plan and the applicant, the sales area is located in a concrete area, but the car stacking will be on a gravel, grassy, dirt area. Section 11.18(x) states operation on unpaved surfaces will need to be City Council (Review) approval.**
- d) No vending cart or stand, or any other item related to the operation of a mobile vendor use, shall be located on any city sidewalk or other public way during non-vending hours. Nor shall any vehicle be parked, stored, or left overnight on any city sidewalk or other public way. **The applicant has not had any vending materials, signage, or safety cones left overnight.**
- e) Vendors shall keep the sidewalks, roadways, and other spaces adjacent to their vending sites or locations clean and free of paper, peelings, and refuse of any kind generated from their business. All trash or debris accumulating within twenty-five (25) feet of any vending stand shall be collected by the vendor and deposited in a trash container provided by the vendor. The trash container shall be emptied regularly and marked as being for litter. **The applicant has kept the site clean and debris-free during the temporary location use.**
- f) Mobile vendors may not do any of the following:
- i) Obstruct pedestrian or motor vehicle traffic flow. **Signs and caution cones are on site to help traffic flow both entering and exiting the temporary site.**



- ii) Obstruct traffic signals or regulatory signs. **No traffic signals have been obstructed since the operation start date.**
- iii) Obstruct adequate access to emergency and sanitation vehicles. **The site plan doesn't indicate any emergency vehicle obstructions.**
- iv) Interfere with access to abutting properties. **The applicant has not interfered with the butting properties, but vehicle stacking can still be an issue.**
- v) Sound is any device that produces a loud noise or operates any loudspeaker, public address system, radio, sound amplifier, or similar device to attract public attention. **No music has been played on site.**

Sec. 8-393. - Prohibited conduct and requirements.

- (a) Except for ice cream trucks, no food truck vendor shall operate on any day other than Monday unless such sale is in conjunction with a city-approved special event or film production permit. **The Variance Request (to be reviewed by City Council)**
- (b) Except for ice cream trucks, no food truck vendor shall conduct business or operate in the public right-of-way. **No business has operated in the public right-of-way.**
- (c) A food truck vendor shall not operate on any private property without the prior consent of the owner. **The applicant has a signed lease agreement with the property owner.**
- (d) A food truck vendor shall maintain a \$1,000,000.00 liability insurance policy. Proof of current liability insurance, issued by an insurance company licensed to do business in Georgia, protecting the food truck vendor, the public, and the city from all claims for damage to property and bodily injury, including death, which may arise from operation under or in connection with the permit. Such insurance shall name the city as an additional insured and shall provide that the policy shall not terminate or be canceled prior to the expiration date without 30 days advanced written notice to the city. **A copy of the \$1,000,000.00 liability insurance policy is provided by the applicant and meets all the requirements within this section.**
- (e) Except for ice cream trucks, a food truck vendor shall not make sounds or announcements to call attention to the food truck either while traveling on the public right-of-way or when stationary. At all times said food truck vendor shall comply with the City of Villa Rica noise ordinance. **No sounds or announcements to call attention to the food truck either while traveling on the public right-of-way or when stationary.**



(f) The license under which the food truck vendor is operating must be firmly attached and visible on the mobile food truck vendor at all times. **The Applicant agreed to display the license on the window that the food truck vendor is operating.**

(g) Any driver of a food truck vendor motorized vehicle must possess a valid Georgia driver's license. **Applicant assured that all food truck vendor motorized vehicle drivers will possess a valid Georgia driver's license.**

(h) Except for ice cream trucks, food truck vendors are allowed only in the downtown-central business district. **Part of the variance request. Will need review and approval by the city council.**

(i) Food truck vendors shall not be located within 15 feet of any street intersection or pedestrian crosswalk or 10 feet of any driveway. **Not located within 15 feet of any street intersection or pedestrian crosswalk.**

(j) No sale or offer for sale shall be made by any food truck vendor between 9:00 p.m. and 6:30 a.m. unless such sale is in conjunction with a city-approved special event or film production permit. **Operating hours are 7:00 am to 8:00 pm.**

(k) Vending structures shall not be left unattended or stored at any time on the open vending site when vending is not taking place or during restricted hours of operation.

(l) No sale or offer for sale of ice cream, frozen milk, frozen dairy, or ice confection products shall be made from a food truck vendor unless each side of the vehicle is marked, in letter and numbers at least three inches in height, with the name and address of the food truck vendor licensee. **No sale or offer for sale of ice cream, frozen milk, or frozen dairy has been served at the temporary location.**

(m) The food truck vendor shall comply with all state, federal and local health and safety regulations and requirements and shall obtain and maintain all licenses required by any other health organization or governmental organization having jurisdiction over this subject matter. **Applicant agrees to continue to comply with all state, federal, and local health and safety regulations and requirements and shall obtain and maintain any licenses required by any other health organization or governmental organization having jurisdiction over this subject matter.**

1. Exceptional Circumstances:

No exceptional circumstances have been presented.

2. No Detriment to Public Health, Safety, or Welfare:

Some detriments to public safety can occur. Proper signage and staff assistance actions must be taken to help drive-thru customers enter and exit the premises.



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 adjacent parcel to the east of the proposed site could potentially be encroached upon. The entrance drive-thru car stacking could be outstanding and could breach the planned car stacking plan of (8) cars per drive-thru area for restaurants. No disruptions have occurred affecting the adjacent parcels yet.

3. Practical Difficulty. **The location can still have a potential for practical difficulty such as safety concerns can arise in terms of entering and exiting the temporary site. Will need to continue displaying signage and/or have personnel help delegate customer traffic flow on-site. The chosen temporary location can be considered self-imposed.**

April 9th, 2024 – City Council Meeting Approved Conditions:

- The applicant's variance has an expiration date of four (4) months from the start date and must be renewed by the City Council following the expiration date. **The applicant started the mobile food drive-thru on the temporary site Friday, April 12, 2024, and the variance will expire Friday, July 12, 2024. Should the variance need to be extended the applicant must request one from the City Council.**
- 'Right only' entering and exit is only permitted during operating hours. **The applicant is allowing customers to be a 'right only' entering and exit is only permitted during operating hours.**
- Applicants must provide clear and proper signage for entering and exiting the lot. The applicant must have designated employees on site to help conduct safe entering and exiting on the temporary lot during operating hours.
- **Drive-thru vehicle stacking must meet guidelines in *Section 8.09(6) Stacking Space Layout and Design*. The applicant and the customers are following the *Section 8.09 Stacking Space* requirements for restaurants. (measurable distance for at least eight (8) vehicles per drive-thru lane).**
- Applicants must provide a lighting plan that is in conjunction with the lighting plan that is in conjunction with *section 7.12 – Outdoor Lighting* must be submitted and reviewed for Staff approval. **A rough light plan was submitted to the staff. The Applicant sent pictures demonstrating that the employees and customers have adequate natural lighting during operational hours. Portable lighting is on site as an added measure of visibility if needed.**



- Operating hours on temporary property (7:00 am- 8:00 pm) **The operating hours are followed as described.**

Recommendation:

Based on our analysis, we recommend that the City Council APPROVE the extension of the expiration date to Friday, August 2, 2024, for the approved variance request submitted by Prichard Hospitality LLC dba Chick-fil-A, for the property located at 779 W Bankhead Highway.

Reason:

- The applicant has demonstrated that the temporary drive-thru can be run effectively and safely.
- Temporary drive-thru has not disrupted traffic circulation on Highway 78.
- The applicant continues to comply with the April 9, 2024, City Council Meeting conditions set by staff.

Public Comments:

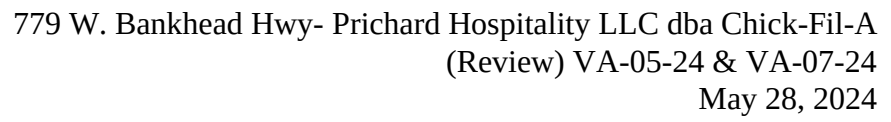
No Public Comments have been received by the Planning and Zoning staff as per the date of this report.

Conclusion:

In conclusion, this planning report has provided an analysis of the variance request and recommended a course of action for the City Council's 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
Planner
City of Villa Rica: Community Development
sdaniels@villarica.gov | 678-785-9995



Original rough site plan

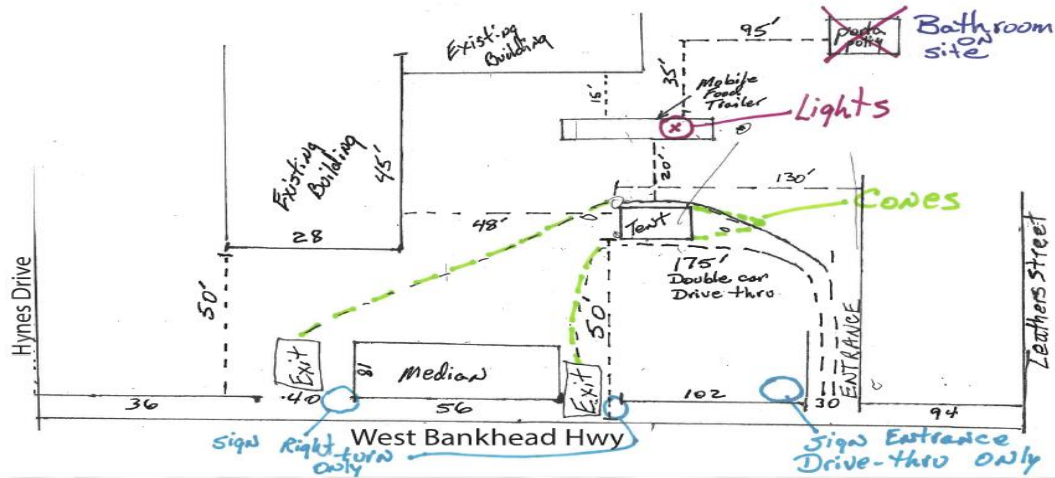
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11



779 W. Bankhead Hwy- Prichard Hospitality LLC dba Chick-Fil-A
(Review) VA-05-24 & VA-07-24
May 28, 2024

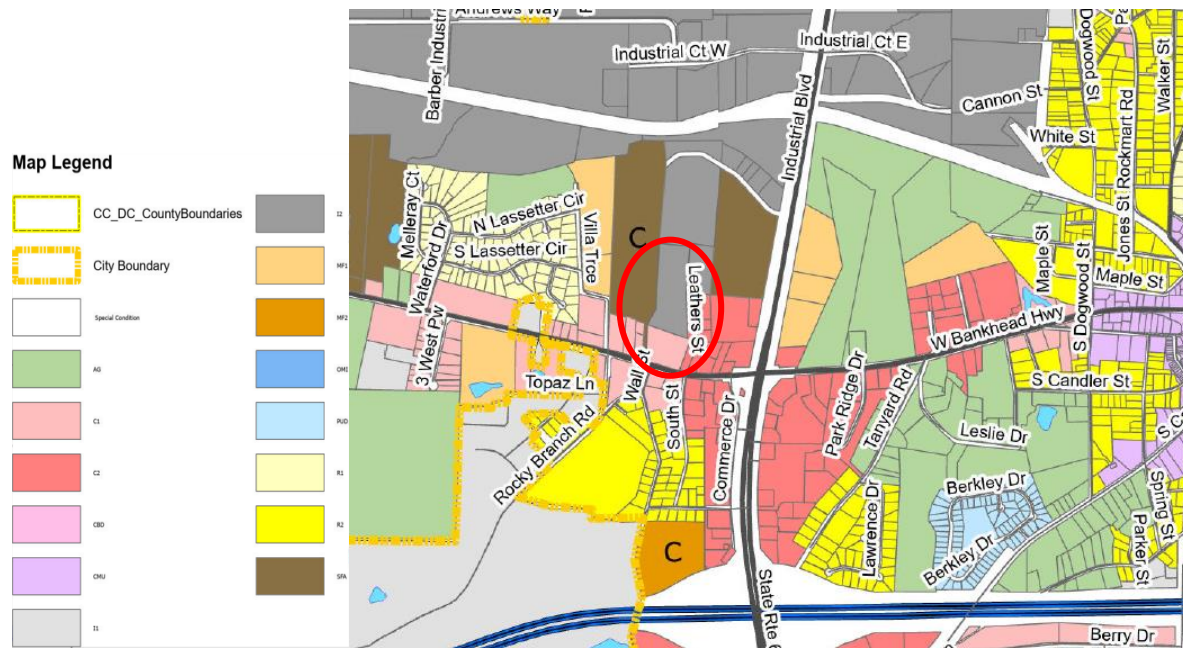
779 West Bankhead Hwy.



Zoning Map:



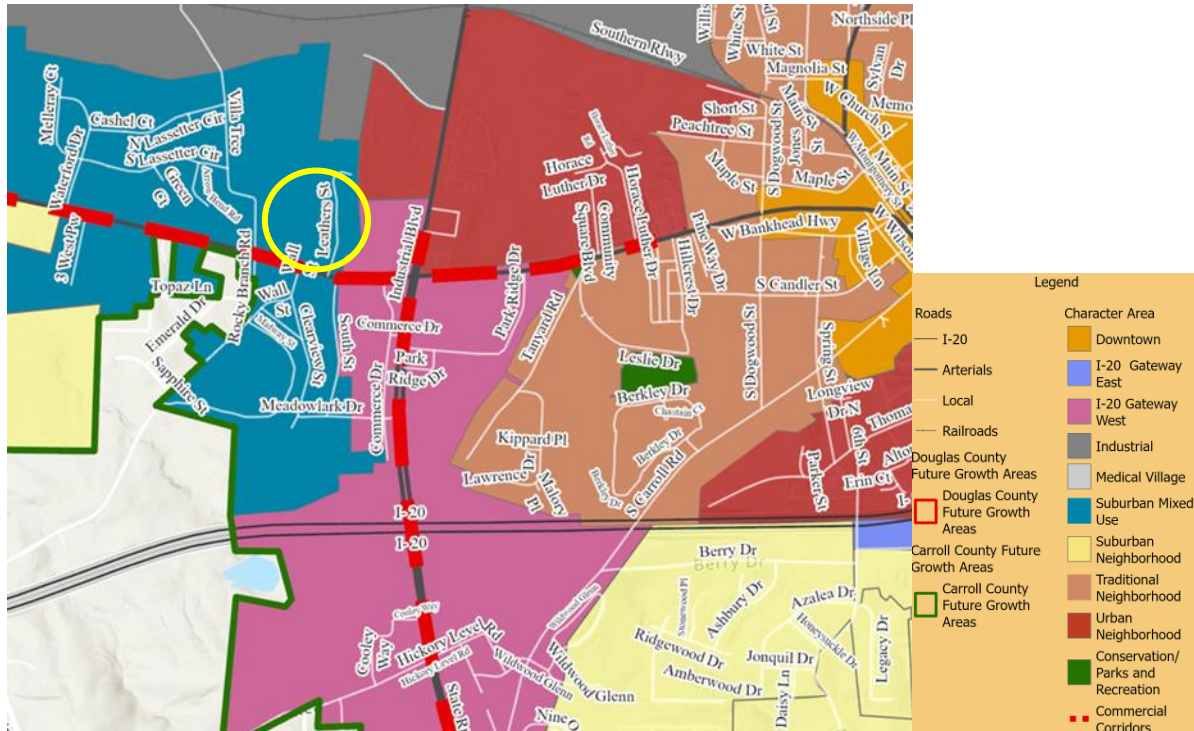
779 W. Bankhead Hwy- Prichard Hospitality LLC dba Chick-Fil-A
(Review) VA-05-24 & VA-07-24
May 28, 2024



Future Land Use Map:



779 W. Bankhead Hwy- Prichard Hospitality LLC dba Chick-Fil-A
 (Review) VA-05-24 & VA-07-24
 May 28, 2024





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Yearly contract for Gateway and Library maintenance

AGENDA DATE: 6/11/2024

DATE PREPARED: 6/03/2024
PREPARED BY: Ethan Waits

AMOUNT: \$20,465.04
GL ACCOUNT #: 1004910522240
FUNDING SOURCE: M/R Grounds
BUDGETED ITEM? No
PUBLIC HEARING: No

PURPOSE: To improve looks and quality of the flower beds at the Gateway (HWY61) and Library.

BACKGROUND: The Grounds Maintenance Department currently orders the pine straw from Putnals Premium Straw, INC. twice a year for the sum of \$13,312.00. This project is very labor intensive and typically involves assistances from other departments. Note the \$13,312.00 is for pine straw and labor only, this does not include weed control, pruning, and tree and shrub fertilization as alternative environments is providing.

STAFF RECOMMENDATION: Staff recommends to approve the yearly contract for alternative environments to maintain the Gateway and Library flower beds. .

IMPACT: Greatly improve the looks and aesthetics of the flower beds. This will also improve overall health of the trees and shrubs. Contracting these locations out will free up manpower for improvement/beautification of other areas.

MOTION: I make a motion to approve the yearly contract for alternative environments to provide labor and materials for weed control, pruning of shrubs, installation of pine straw, and tree and shrub fertilization at the Gateway and library locations.

7/18 34850

8/30/23



TO: TORRE LANGLEY
CITY OF VILLA RICA
404-947-1828
tlangley@villarica.gov

LAST YEAR WE PUT DOWN 1000 BALES & COVERED: GATEWAY HWY 61,
GOLD DUST PARK AND LIBRARY. WE DID NOT DO THE CUSTOMER
SERVICE CTR. OR POWELL PARK.

WE CAN DO 1000 BALES THIS YEAR FOR:

1000 BALES @ 3.50

\$ 3500.00

FUEL SURCHARGE

315.00

1000 BALES INSTALLED (LABOR) @ 2.75

2750.00

TOTAL:

\$ 6565.00

(\$ 6.565 PER BALE)

IF YOU COULD TAKE A FULL TRAILER LOAD WITH 1638 BALES
WE COULD DO THAT FOR:

1638 BALES @ 3.25

\$ 5323.50

FUEL SURCHARGE

399.27

1638 BALES INSTALLED (LABOR) @ 2.05

3357.90

\$ 9080.67

(5.55 PER BALE)

THANKS!

Jim Carlson
(770) 923-1921

**PUTNALS PREMIUM PINE STRAW, INC.**

4987 E. US Hwy. 27
MAYO, FL 32066
(386) 294-1075 • 1-800-462-1795

Invoice**37094**Date **9/27/23**

SOLD TO CITY OF VILLA RICA
571 W. BANKHEAD Hwy
VILLA RICA, GA 30180

Ship To GATEWAY HWY 61
GOLD DUST PARK
LIBRARY

Contact: TORRE LANGLEY
Phone: 404-947-1828

Our Order No. 20283	Your Order No.	P 735	Terms UPON RECEIPT	Shipped Via CBA	W.O. No. 15750
Quantity	DESCRIPTION			PRICE	AMOUNT
1000	Pine Straw - Bales			3.50	3500.00
1000	Bales Spread (Labor)			2.75	2750.00
	Fuel Surcharge			9%	315.00
				SALES TAX	exempt
				TOTAL DUE	6565.00

TERMS AND CONDITIONS

FULL PAYMENT OF THIS INVOICE IS DUE WITHIN STATED NUMBER OF DAYS LISTED UNDER TERMS ON THIS INVOICE. IN THE EVENT THIS INVOICE IS NOT PAID IN FULL WITHIN 30 DAYS FROM THE AFORESAID DUE DATE. A FINANCE CHARGE EQUAL TO THE MAXIMUM AMOUNT ALLOWED BY LAW SHALL BE ASSESSED AND DUE ON THE UNPAID BALANCE FROM THE DATE DUE UNTIL PAYMENT IS RECEIVED IN FULL BY PUTNALS PREMIUM PINE STRAW, INC. AND CREDITED TO PURCHASER'S ACCOUNT. IN THE EVENT THE PURCHASER FAILS TO MAKE PAYMENT AS REQUIRED, THE ACCOUNT MAY BE CONSIDERED BY PUTNALS PREMIUM PINE STRAW, INC. AT ITS OPTION, TO BE IN DEFAULT AND THE PURCHASER SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY FEES ACTUALLY INCURRED AS ALLOWED BY LAW.



P.O. Box 128
Villa Rica, GA 30180
(678) 840-4449
ael@aelmi.com; jan@aelmi.com

Proposal #40285
Created: 05/23/2024
Start Date: 06/03/2024
End Date: 06/02/2025

Proposal For

City of Villa Rica, Ga

Ethan Waits
City of Villa Rica
106 Temple St.
Villa Rica, GA 30180

mobile: 404-947-0740
ewaits@villarica.gov

Location

869 Dallas Hwy
Villa Rica, GA 30180

Library - Supplemental M/T

Terms
Net 30

SERVICE	VISITS	TOTAL
3) Pruning - Contract Cosmetically prune all shrubs 2x/year Correctively prune all shrubs 1x/year Limb trees up to 10' 1x/year	3	\$ 990.00
5) Pine Straw - Contract Apply pine straw to bed areas	2	\$ 2,975.04

Client Notes

Your monthly cost is \$330.42



P.O. Box 128
Villa Rica, GA 30180
(678) 840-4449
ael@aelmi.com; jan@aelmi.com

Proposal #40285
Created: 05/23/2024
Start Date: 06/03/2024
End Date: 06/02/2025

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be done only upon a written change order. The costs will become an extra charge over and above the estimate.

All elements of this agreement are contingent upon strikes, accidents or delays beyond our control. The estimate does not include material price increases, or additional labor and materials which may be required should unforeseen problems arise after the work has started.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Cancellation must be done in writing.

*Note: This proposal may be withdrawn by us if not accepted within 90 Days.
Note: The contract has a 30 day cancellation policy for either party.*

SUBTOTAL	\$ 3,965.04
SALES TAX	\$ 0.00
TOTAL	\$ 3,965.04

Signature

x

Date:

Please sign here to accept the terms and conditions



P.O. Box 128
Villa Rica, GA 30180
(678) 840-4449
ael@aelmi.com; jan@aelmi.com

Proposal #40284

Created: 05/23/2024
Start Date: 06/03/2024
End Date: 06/02/2025
From: Chase DuCharme

Proposal For

City of Villa Rica, Ga

Ethan Waits
City of Villa Rica
106 Temple St.
Villa Rica, GA 30180

mobile: 404-947-0740
ewaits@villarica.gov

Location

85 Commerce Dr
Villa Rica, GA 30180

Gateway - Supplemental M/T

Terms
Net 30

SERVICE	VISITS	TOTAL
9) Weed Control - Planting Beds Weed control throughout planting beds. Includes the use of pre/post herbicides as well as manually pulling. Pick up any trash throughout beds and dispose of off-site. Biweekly schedule	26	\$ 1,620.00
3) Pruning - Contract Cosmetically prune all shrubs 2x/year Correctively prune all shrubs 1x/year Limb trees up to 10' 1x/year	3	\$ 1,980.00
5) Pine Straw - Contract Apply pine straw to bed areas twice a year	2	\$ 12,750.00
8) Tree & Shub Fertilization Apply granular slow release fertilizer to all trees/shrubs on property	2	\$ 150.00
Client Notes Your monthly cost is \$1,375.00		



P.O. Box 128
Villa Rica, GA 30180
(678) 840-4449
ael@aelmi.com; jan@aelmi.com

Proposal #40284

Created: 05/23/2024
Start Date: 06/03/2024
End Date: 06/02/2025
From: Chase DuCharme

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be done only upon a written change order. The costs will become an extra charge over and above the estimate.

All elements of this agreement are contingent upon strikes, accidents or delays beyond our control. The estimate does not include material price increases, or additional labor and materials which may be required should unforeseen problems arise after the work has started.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Cancellation must be done in writing.

Note: This proposal may be withdrawn by us if not accepted within 90 Days.

Note: The contract has a 30 day cancellation policy for either party.

SUBTOTAL	\$ 16,500.00
SALES TAX	\$ 0.00
TOTAL	\$ 16,500.00

Signature

x

Date:

Please sign here to accept the terms and conditions

Sales Reps

Chase DuCharme
Mobile: (404) 358-0429
chase@aelmi.com



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: MODIFICATION TO EXISTING WATER LINE BY ASTRA GROUP

AGENDA DATE: June 11, 2024

DATE PREPARED: June 07, 2024

PREPARED BY: Tom Barber

AMOUNT: \$297,116.91

GL ACCOUNT #:

FUNDING SOURCE: GEFA Loan

BUDGETED ITEM? Yes

PURPOSE: To approve an upgrade to the water line on Highway 61 north by the Astra Group.

BACKGROUND: The Astra Group is constructing the North Bypass plus terminating roundabouts. We have asked them to install about 450 feet of 12" water line on the northern side of the eastern roundabout while the road work is being done.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: It will be more cost-effective to install the line now instead of after the new road and roundabout have been constructed.

MOTION: I move to authorize the Mayor to approve Astra's modification PCO #04 in the amount of \$297,116.91.



May 28, 2024

Mr. Tom Barber
City Manager
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

RE: City of Villa Rica, Georgia
North Bypass Water Line Extension
C&S Project No. V8150.025

Dear Tom:

As we have discussed, Astra Group, LLC has prepared the attached proposal to install the proposed 12" water main at the intersection of the new North Bypass and Highway 61 as requested by the City. The cost for this new water main is \$297,116.91 and includes +/-450 LF of 12" water main and +/-300 LF of 20" jack and bore. This would be added to the City's current contract with GDOT and would be paid for with the existing \$3,000,000 GEFA loan. The purpose of this proposed water main is to connect to the existing 10" water main at the Punkintown Road and Hwy 61 roundabout, stub out for the future 12" water main around the North Bypass, and stub out for the future water main upgrade north along Hwy 61. The future Hwy 61 upgrade would be needed if the water purchased from Douglasville-Douglas County Water & Sewer Authority was ever increased. This would also allow the City to avoid having to do this work in the future and impacting the new roundabout once it is in operation. I would recommend that the City approve for GDOT to allow Astra Group, LLC to make these proposed improvements. Please review and let me know if you have any questions or need any additional information.

Sincerely,

A handwritten signature in blue ink that reads "Matt Smith".

Matt Smith, P.E.

Encl: Astra Group Proposal

cc: John Bain, City of Villa Rica
File



May 24, 2024

Brentley Pritchard
Associate Construction Manager
pbrentley@dot.ga.gov

Subject: B1CBA2201629-0 – Villa Rica Bypass – PCO #04 – City of Villa Rica Water Line Modifications

Mr. Pritchard,

Astra is pleased to provide following proposal for upgrading the water line for future expansion purposes as requested by City of Villa Rica at the above referenced project. The total price for performing this work including billing contractual established unit prices is as noted in the table below:

Description	Contract Line Item #	UoM	Qty.	Unit Price	Total
Additional Materials and Additional Work	N/A – Require New Line Item #	LS	1.00	\$ 97,387.41	\$ 97,387.41
Jack or Bore Pipe – 20 IN. Dia.	0735	LF	300.00	\$ 446.42	\$ 133,926.00
12" Water Main	1010	LF	450.00	\$ 146.23	\$ 65,803.50
Total					\$ 297,116.91

Notes:

- 1) This proposal includes cost for removing approximately 300 LF of already installed 6" water line and approximately 150 LF of already installed 12" casing.
- 2) This proposal assumes GDOT will not deduct the payment for the already installed 6" water line and 12" casing which Astra will be removing (as noted in Bullet #1), as discussed in meeting on 05/20/2024.
- 3) This change order assumes that Astra shall be paid through contract line item #0735 Jack or Bore – 20 in. Dia. for total quantity of work performed for new 20" Steel Casing.
- 4) Astra requests project time extension of 14 calendar days if this additional change order work is performed.

If you have any questions or concerns, please feel free to contact me at htejani@astragroupinc.com.

Sincerely,

Het Tejani
Digitally signed by Het Tejani
Location: Astra Group LLC
Contact Info:
htejani@astragroupinc.com
Date: 2024.05.24
16:14:46-04'00'
Het Tejani, Project Manager
Astra Group, LLC.

HEADQUARTERS
300 Churchill Court
Woodstock, GA 30188
(770) 992-9300 phone
(678) 494-3601 fax

ATLANTA
1611 Perry Blvd
Atlanta, GA 30318
(470) 343-2757 phone
(470) 343-2756 fax

SAVANNAH
6001 Chatham Center Drive
Suite 140
Savannah, GA 31405
(912) 339-5300 phone

TAMPA
32410 Blue Star Highway
Midway, FL 32343
(813) 279-8250 phone



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Finance Department reorganization
AGENDA DATE: 06/11/24

DATE PREPARED: 06/06/24
PREPARED BY: Jennifer Hallman, Finance Director

AMOUNT: \$21,276
GL ACCOUNT #: 100-1510-511100
FUNDING SOURCE: Transfer funds from City Manager department due to vacant Deputy City Manager position
BUDGETED ITEM? No

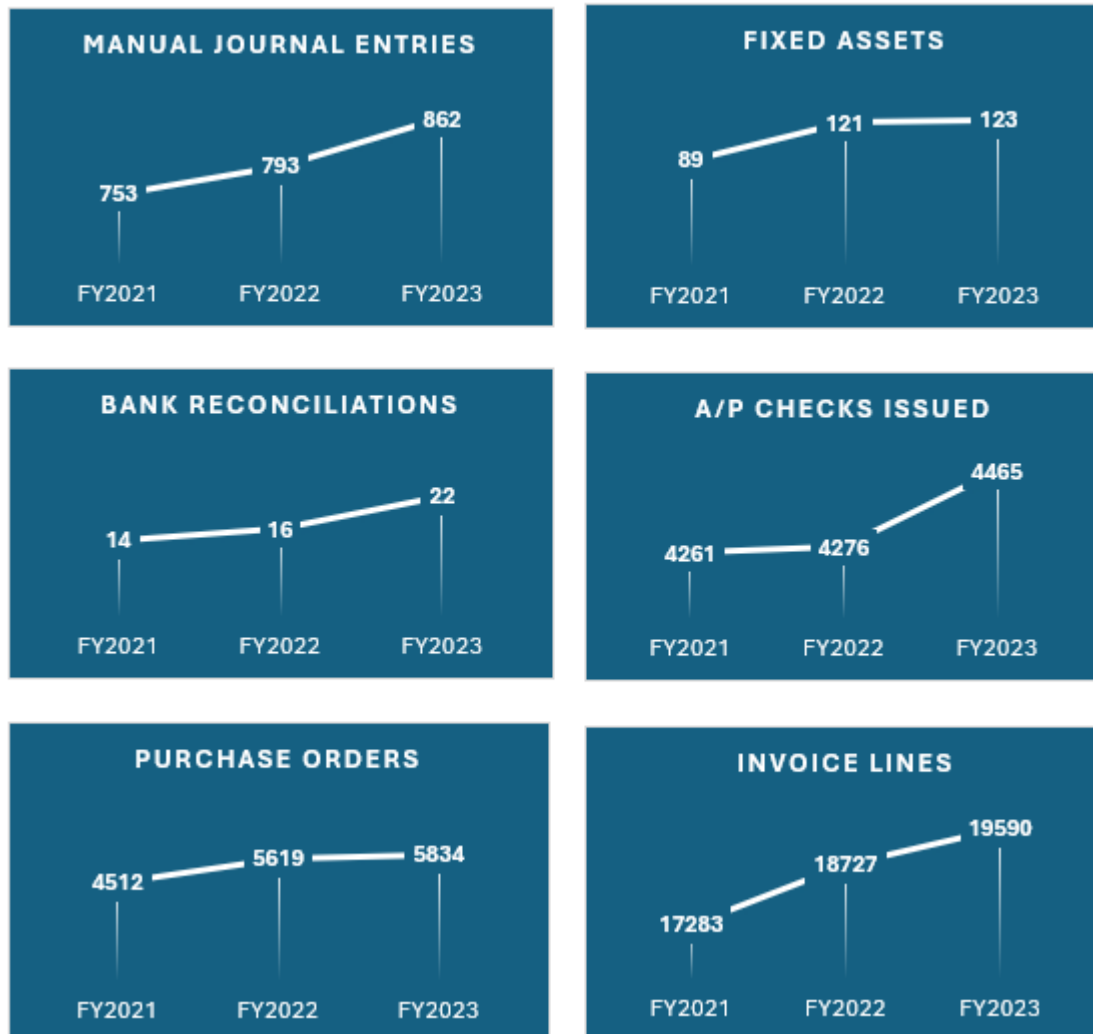
PURPOSE: Approve the Finance Department reorganization

BACKGROUND: Because of Sarah's leadership, I knew my transition was going to be smooth when I started in March 2021. The department was well organized and ran efficiently. The Finance team has been very supportive, helpful, and wonderful to work alongside. The past three years I have made operational changes that may not be obvious outside the department, but they have improved/streamlined our internal processes. I have observed each employee's strengths and made departmental improvements to enhance those strengths.

Also, the Finance Department has greatly improved year-end closing and audit process in the past three years. The audits have been completed early and with no audit adjustments or auditor comments. We have received the Certificate of Achievement for Excellence in Financial Reporting for the past three years and we will continue to work hard for this achievement. Per the Government Finance Officers Association (GFOA), *"this the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management."*

Furthermore, over the past three years, Finance has taken on additional responsibilities. Some of these additional duties include administering Covid/ARPA funding, service delivery, LOST renegotiation, SPLOST proceeds, TAD, TAD Debt Service, GEFA loans (3), grants and accounting functions for both development authorities.

Some workload indicators are shown below:



Based on the reasons above, I recommend the following reorganization effective June 1st:

- L. Clark from Assistant Finance Director to new Purchasing Director position.
- A. Long from Accountant to Assistant Finance Director.
- Reclassify Accountant position to Accounting Clerk & transfer S. Hill to this position.

<u>Employee</u>	<u>Current Position</u>	<u>Requested Position</u>	FY24
			<u>Impact (4 mths)</u>
L Clark	Assistant Finance Director	Purchasing Director	\$ 2,046
A Long	Accountant	Assistant Finance Director	5,422
S Hill	N/A	NEW - Accounting Clerk	13,808
			\$ 21,276

STAFF RECOMMENDATION: Approve the Finance Department reorganization.

MOTION: I move to approve the Finance Department reorganization with a budget adjustment of \$21,276 from the City Manager's department.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2024 Budget Amendments #242-249

AGENDA DATE: 06-11-2024

DATE PREPARED: 05-30-2024

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.

Water Line Repair Costs			<i>Damages to water lines @ 175 Fleet Drive & 500 W Industrial Ct. The City invoiced the construction company for reimbursement.</i>		
<i>Source of Funds: Reimbursement from Construction Company</i>					
<i>Item</i>	<i>Account Name</i>	<i>Account Type</i>		<i>Amount</i>	
242 505-4440-523850	Contract Labor	Expense	Increase	20,081	
243 505-389000	Misc. Revenue	Revenue	Increase	20,081	

Finance Dept. Reorganization			<i>Transfer to cover reorganization of Finance Dept.</i>		
<i>Source of Funds: Transfer from City Manager's Dept.</i>					
<i>Item</i>	<i>Account Name</i>	<i>Account Type</i>		<i>Amount</i>	
244 100-1510-511100	Salaries	Expense	Increase	19,764	
245 100-1510-512200	FICA	Expense	Increase	1,512	
246 100-1320-511100	Salaries	Expense	Decrease	19,764	
247 100-1320-512200	FICA	Expense	Decrease	1,512	

K-9 Vests			<i>Donation was made to purchase of K-9 Vests</i>		
<i>Source of Funds: Donation</i>					
<i>Item</i>	<i>Account Name</i>	<i>Account Type</i>		<i>Amount</i>	
248 100-3210-531710	Police Supplies	Expense	Increase	3,000	
249 100-371150	Police Donations	Revenue	Increase	3,000	

STATE OF GEORGIA
CITY OF VILLA RICA

A RESOLUTION TO APPROVE AN AMENDMENT TO THE BUDGET
FOR THE FISCAL YEAR 2024 FOR THE CITY
PURSUANT TO SECTION 2-71 OF THE CITY CHARTER

WHEREAS, the Mayor and City Council adopted the 2024 Budget on September 12, 2023, which incorporated all of the various funds of the City; and

WHEREAS, the Mayor and Council have determined it appropriate to amend the budget for the reasons set forth herein; and

WHEREAS, the Mayor and Council have reviewed the proposed budget; and

WHEREAS, each of the funds, as amended, has a balanced budget, such that anticipated revenues equal or exceed proposed expenditures.

NOW, THEREFORE, the Mayor and City Council of the City of Villa Rica, Georgia, hereby resolve as follows:

Section 1. That the City of Villa Rica, Georgia, hereby amends the Budget for Fiscal Year 2024, said budget amendment being described as Amendment No. 242-249, 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: Pump Station Easement & Maintenance Agreement and Plat for Cottages of Villa Rica.

AGENDA DATE: June 7, 2024

DATE PREPARED: June 11, 2024

PREPARED BY: Kevin Drummond

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

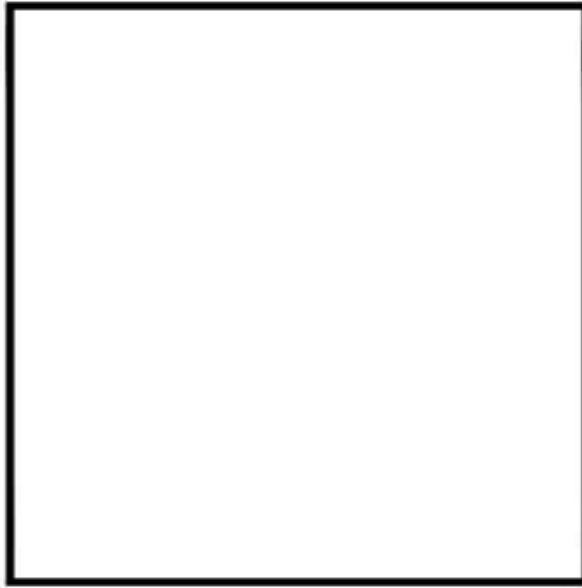
BUDGETED ITEM:

PURPOSE: The City of Villa Rica and Cottages of Villa Rica have negotiated an agreement for the construction and maintenance of a new pump station located within the Cottages development. This is a necessary improvement to the City's infrastructure. The agreement provides that Developer will install the pump station and the City would then obtain ownership of the pump station and would have a permanent easement for access and maintenance of the pump station.

STAFF RECOMMENDATION: Staff recommends that the Council approve the Pump Station Easement and Management Agreement and the Pump Station Plat for the Cottages of Villa Rica.

MOTION I move to approve the Pump Station Easement and Management agreement as well as the Pump Station Plat for the Cottages of Villa Rica

RECORDATION AREA



PUMP STATION ACCESS EASEMENT DEDICATION PLAT
COTTAGES OF VILLA RICA
LOCATED IN LAND LOT 165
6TH DISTRICT, 7TH SECTION
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA



LOCATION MAP

EASEMENT AREA
12.94 ACRES
563,482 SQ.FT.

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

Xaron Studdard (Ga. R.L.S. #3486)

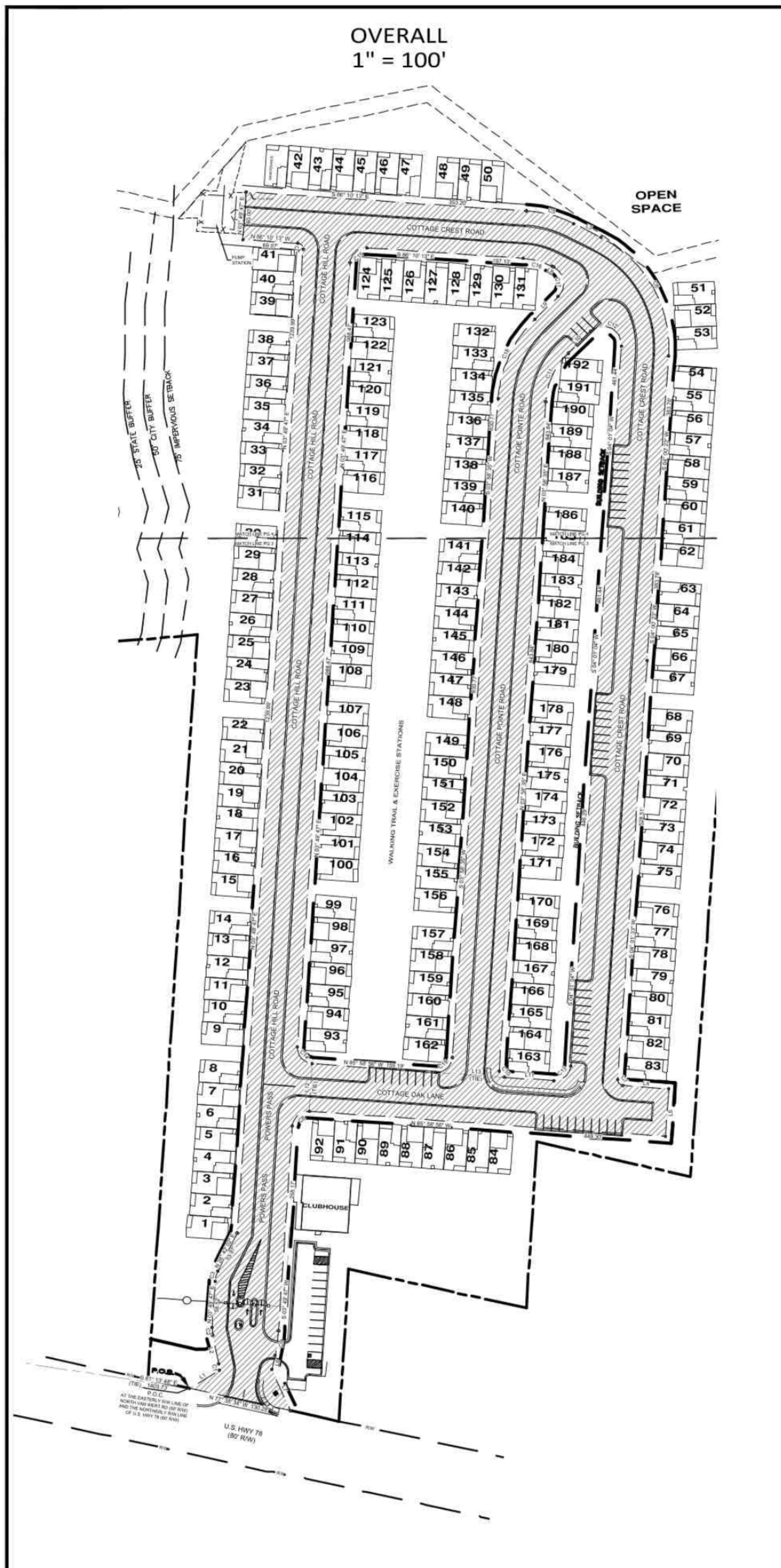
5/10/24
DATE



GENERAL NOTES

- A. THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITIES NAMED HEREON. NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY PERSONS OR ENTITIES OTHER THAN THOSE SHOWN HEREON.
- B. THIS DRAWING WAS CREATED ELECTRONICALLY. THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT UNLESS IT HAS BEEN PROPERLY SEALED AND ORIGINALLY SIGNED BY A REGISTERED LAND SURVEYOR OF HUGHES RAY COMPANY, INC., AUTHORITY OF O.C.G.A. 43-15-22.
- C. THE PROPOSED ACCESS EASEMENT DOES NOT HAVE ANY OF OUR PROPOSED BUILDINGS ENCROACHING INTO IT.

OVERALL
1" = 100'



Approved
May 28, 2024
4:06 PM
Bobby C. Elliott, PE
City Engineer

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PREPARED BY
HRC
HRC ENGINEERS
ENGINEERS/SURVEYORS/LANDSCAPE ARCHITECTS
4554 EAST CHURCH STREET
DOUGLASVILLE, GEORGIA 30134
P 770.942.0196 F 770.942.0152
www.hrcengineers.com

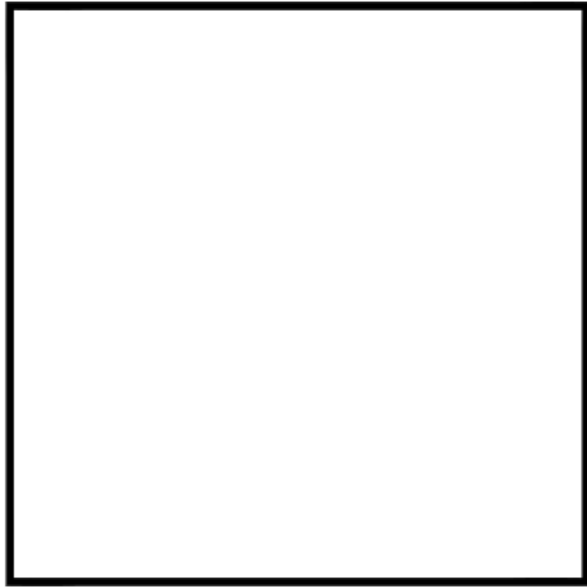
STATE OF GEORGIA
CERTIFICATE OF AUTHORIZATION
FOR LAND SURVEYING
HUGHES-RAY COMPANY, INC.
LS#709662 EXPIRES 06/30/24

PUMP STATION ACCESS EASEMENT DEDICATION PLAT:
COTTAGES OF VILLA RICA

LOCATED IN LAND LOT 165,
6TH DISTRICT, 7TH SECTION
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

DATE: 25 APRIL 2024			DRAWING NO. H23196_PUMP STATION ACCESS
NO.	DATE	REVISION DESCRIPTION	DRAWN BY:MM
1.	5/10/24	CLIENT COMMENTS	CHECKED BY:WAS
			JOB NO. H23196
			SCALE: 1"=50'
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RECORDATION AREA



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Aaron Studdard (Ga. R.L.S. #3486)

5/10/24
DATE



EASEMENT AREA
0.10 ACRES
4,325 SQ.FT.

LINE TABLE		
LINE	BEARING	DISTANCE
L14	N 03° 49' 47" E	16.52'
L15	S 86° 59' 26" W	23.29'
L16	N 41° 13' 03" E	47.13'
L17	S 86° 10' 13" E	16.59'
L18	N 14° 31' 09" E	29.35'
L19	N 41° 13' 03" E	44.51'
L20	S 14° 31' 09" W	65.34'
L21	S 86° 10' 13" E	16.54'
L22	S 03° 49' 47" W	52.00'
L23	N 86° 10' 13" W	59.00'

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- B. THIS DRAWING WAS CREATED ELECTRONICALLY. THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT UNLESS IT HAS BEEN PROPERLY SEALED AND ORIGINALLY SIGNED BY A REGISTERED LAND SURVEYOR OF HUGHES RAY COMPANY, INC., AUTHORITY OF O.C.G.A. 43-15-22.

LEGAL DESCRIPTION

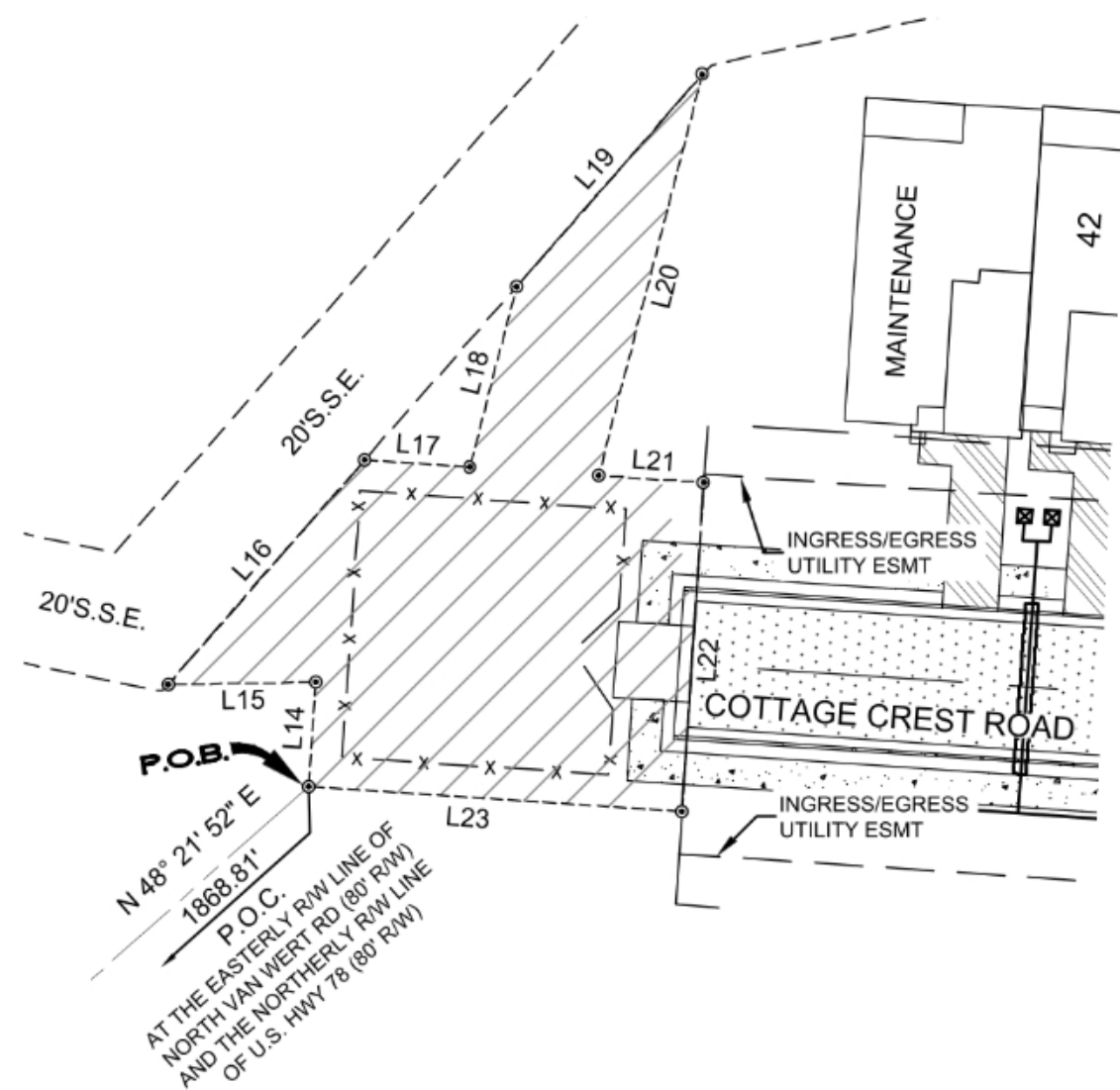
PUMP STATION EASEMENT

ALL THAT PARCEL OF LAND LYING IN LAND LOT 165, OF THE 6TH DISTRICT, 7TH SECTION, OF CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY RIGHT-OF-WAYLINE OF NORTH VAN WERT ROAD (80' R/W) AND THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHY 78 (80' R/W), THENCE, NORTH 48 DEGREES 21 MINUTES 52 SECONDS EAST, 1868.81 FEET TO A POINT; ALSO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING NORTH 03 DEGREES 49 MINUTES 47 SECONDS EAST, 16.52 FEET TO A POINT;
THENCE, SOUTH 88 DEGREES 59 MINUTES 26 SECONDS WEST, 23.29 FEET TO A POINT;
THENCE, NORTH 41 DEGREES 13 MINUTES 03 SECONDS EAST, 47.13 FEET TO A POINT;
THENCE, SOUTH 86 DEGREES 10 MINUTES 13 SECONDS EAST, 16.59 FEET TO A POINT;
THENCE, NORTH 14 DEGREES 31 MINUTES 09 SECONDS EAST, 29.35 FEET TO A POINT;
THENCE, NORTH 41 DEGREES 13 MINUTES 03 SECONDS EAST, 44.51 FEET TO A POINT;
THENCE, SOUTH 14 DEGREES 31 MINUTES 09 SECONDS WEST, 65.34 FEET TO A POINT;
THENCE, SOUTH 86 DEGREES 10 MINUTES 13 SECONDS EAST, 16.64 FEET TO A POINT;
THENCE, SOUTH 03 DEGREES 49 MINUTES 47 SECONDS WEST, 52.00 FEET TO A POINT;
THENCE, NORTH 86 DEGREES 10 MINUTES 13 SECONDS WEST, 59.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 0.10 ACRES OR 4,325 SQUARE FEET, MORE OR LESS.



Approved
May 28, 2024
4:06 PM
Bobby C. Elliott, PE
City Engineer

LEGEND

- BOUNDARY LINE
--- EASEMENT LINE
⊙ CALCULATED POINT
R/W RIGHT OF WAY
N/F NOW OR FORMERLY
EASEMENT HATCH

30 0 30 60
SCALE : 1" = 30'

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7/4

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

STATE OF GEORGIA
CERTIFICATE OF AUTHORIZATION
FOR LAND SURVEYING
HUGHES RAY COMPANY, INC.
LS#1606602 EXP#06/30/24

PUMP STATION ACCESS EASEMENT DEDICATION PLAT:
COTTAGES OF VILLA RICA

LOCATED IN LAND LOT 165,
6TH DISTRICT, 7TH SECTION
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

DATE: 25 APRIL 2024			DRAWING NO. H23196_PUMP STATION ESMT
NO.	DATE	REVISION DESCRIPTION	DRAWN BY:MM
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RECORDATION AREA



Approved
May 28, 2024
4:06 PM
Bobby C. Elliott, PE
City Engineer

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Yaron Studdard (Ga. R.L.S. #3486)

5/10/24
DATE



LEGAL DESCRIPTION

PUMP STATION ACCESS EASEMENT

ALL THAT PARCEL OF LAND LYING IN LAND LOT 165, OF THE 6TH DISTRICT, 7TH SECTION, OF CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY RIGHT-OF-WAYLINE OF NORTH VAN WERT ROAD (80' RW) AND THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HWY 78 (80' RW); THENCE, SOUTH 81 DEGREES 13 MINUTES 48 SECONDS EAST, 1403.73 FEET TO A POINT; ALSO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING NORTH 58 DEGREES 59 MINUTES 40 SECONDS EAST, 44.43 FEET TO A POINT;

THENCE, FOLLOWING THE ARC OF A CURVE TO THE LEFT, 8.17 FEET (SAID ARC HAVING A RADIUS OF 18.08 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 07 DEGREES 22 MINUTES 13 SECONDS WEST, 8.10 FEET) TO A POINT;

THENCE, NORTH 11 DEGREES 52 MINUTES 04 SECONDS WEST, 37.05 FEET TO A POINT;

THENCE, FOLLOWING THE ARC OF A CURVE TO THE RIGHT, 9.18 FEET (SAID ARC HAVING A RADIUS OF 33.50 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 04 DEGREES 01 MINUTES 09 SECONDS WEST, 9.15 FEET) TO A POINT;

THENCE, NORTH 03 DEGREES 49 MINUTES 47 SECONDS EAST, 58.52 FEET TO A POINT;

THENCE, FOLLOWING THE ARC OF A CURVE TO THE RIGHT, 13.37 FEET (SAID ARC HAVING A RADIUS OF 33.50 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 15 DEGREES 15 MINUTES 55 SECONDS EAST, 13.28 FEET) TO A POINT;

THENCE, NORTH 26 DEGREES 42 MINUTES 02 SECONDS EAST, 53.97 FEET TO A POINT;

THENCE, NORTH 03 DEGREES 49 MINUTES 47 SECONDS EAST, 1239.99 FEET TO A POINT;

THENCE, FOLLOWING THE ARC OF A CURVE TO THE LEFT, 11.00 FEET (SAID ARC HAVING A RADIUS OF 7.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 41 DEGREES 10 MINUTES 13 SECONDS WEST, 9.90 FEET) TO A POINT;

THENCE, NORTH 86 DEGREES 10 MINUTES 13 SECONDS EAST, 353.20 FEET TO A POINT;

THENCE, FOLLOWING THE ARC OF A CURVE TO THE RIGHT, 61.86 FEET (SAID ARC HAVING A RADIUS OF 155.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 74 DEGREES 44 MINUTES 15 SECONDS EAST, 61.45 FEET) TO A POINT;

THENCE, SOUTH 63 DEGREES 18 MINUTES 17 SECONDS EAST, 38.46 FEET TO A POINT;

THENCE, FOLLOWING THE ARC OF A CURVE TO THE RIGHT, 182.12 FEET (SAID ARC HAVING A RADIUS OF 155.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 29 DEGREES 38 MINUTES 37 SECONDS EAST, 171.83 FEET) TO A POINT;

THENCE, SOUTH 04 DEGREES 00 MINUTES 23 SECONDS WEST, 383.78 FEET TO A POINT;

THENCE, SOUTH 04 DEGREES 01 MINUTES 33 SECONDS WEST, 528.51 FEET TO A POINT;

THENCE, FOLLOWING THE ARC OF A CURVE TO THE LEFT, 11.00 FEET (SAID ARC HAVING A RADIUS OF 7.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 04 DEGREES 58 MINUTES 56 SECONDS EAST, 9.90 FEET) TO A POINT;

THENCE, SOUTH 85 DEGREES 58 MINUTES 56 SECONDS EAST, 58.00 FEET TO A POINT;

THENCE, SOUTH 04 DEGREES 01 MINUTES 04 SECONDS WEST, 60.00 FEET TO A POINT;

THENCE, NORTH 85 DEGREES 58 MINUTES 56 SECONDS WEST, 449.30 FEET TO A POINT;

THENCE, FOLLOWING THE ARC OF A CURVE TO THE LEFT, 31.48 FEET (SAID ARC HAVING A RADIUS OF 20.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 48 DEGREES 55 MINUTES 25 SECONDS WEST, 28.33 FEET) TO A POINT;

THENCE, SOUTH 03 DEGREES 49 MINUTES 47 SECONDS WEST, 258.17 FEET TO A POINT;

THENCE, FOLLOWING THE ARC OF A CURVE TO THE RIGHT, 30.89 FEET (SAID ARC HAVING A RADIUS OF 205.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 08 DEGREES 08 MINUTES 48 SECONDS WEST, 30.86 FEET) TO A POINT;

THENCE, SOUTH 12 DEGREES 27 MINUTES 49 SECONDS WEST, 18.30 FEET TO A POINT;

THENCE, SOUTH 24 DEGREES 12 MINUTES 21 SECONDS EAST, 56.78 FEET TO A POINT;

THENCE, NORTH 77 DEGREES 36 MINUTES 34 SECONDS WEST, 130.28 FEET TO A POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HWY 78 (80' RW); ALSO BEING THE POINT OF BEGINNING.

SAID TRACT CONTAINING 12.94 ACRES OR 563,482 SQUARE FEET, MORE OR LESS.

LESS AND EXCEPT

ALL THAT PARCEL OF LAND LYING IN LAND LOT 165, OF THE 6TH DISTRICT, 7TH SECTION, OF CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY RIGHT-OF-WAYLINE OF NORTH VAN WERT ROAD (80' RW) AND THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HWY 78 (80' RW); THENCE, SOUTH 81 DEGREES 13 MINUTES 48 SECONDS EAST, 1403.73 FEET TO A POINT; THENCE, SOUTH 77 DEGREES 38 MINUTES 34 SECONDS EAST, 130.28 FEET TO A POINT; THENCE, LEAVING SAID RIGHT-OF-WAY LINE NORTH 24 DEGREES 12 MINUTES 21 SECONDS WEST, 56.78 FEET TO A POINT; THENCE, NORTH 12 DEGREES 27 MINUTES 49 SECONDS EAST, 18.30 FEET TO A POINT; THENCE, FOLLOWING THE ARC OF A CURVE TO THE LEFT, 30.89 FEET (SAID ARC HAVING A RADIUS OF 205.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 08 DEGREES 08 MINUTES 48 SECONDS EAST, 30.86 FEET) TO A POINT; THENCE, NORTH 03 DEGREES 49 MINUTES 47 SECONDS EAST, 258.17 FEET TO A POINT; THENCE, FOLLOWING THE ARC OF A CURVE TO THE RIGHT, 31.48 FEET (SAID ARC HAVING A RADIUS OF 20.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 48 DEGREES 55 MINUTES 25 SECONDS EAST, 28.33 FEET) TO A POINT; THENCE, NORTH 03 DEGREES 42 MINUTES 15 SECONDS EAST, 60.00 FEET TO A POINT; ALSO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING FOLLOWING THE ARC OF A CURVE TO THE RIGHT, 31.35 FEET (SAID ARC HAVING A RADIUS OF 20.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 41 DEGREES 00 MINUTES 11 SECONDS WEST, 9.90 FEET) TO A POINT;

THENCE, NORTH 03 DEGREES 49 MINUTES 47 SECONDS EAST, 988.47 FEET TO A POINT;

THENCE, FOLLOWING THE ARC OF A CURVE TO THE RIGHT, 31.42 FEET (SAID ARC HAVING A RADIUS OF 20.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 48 DEGREES 49 MINUTES 47 SECONDS EAST, 28.29 FEET) TO A POINT;

THENCE, SOUTH 86 DEGREES 10 MINUTES 13 SECONDS EAST, 197.13 FEET TO A POINT;

THENCE, FOLLOWING THE ARC OF A CURVE TO THE RIGHT, 37.91 FEET (SAID ARC HAVING A RADIUS OF 95.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 74 DEGREES 44 MINUTES 15 SECONDS EAST, 37.66 FEET) TO A POINT;

THENCE, SOUTH 63 DEGREES 18 MINUTES 17 SECONDS EAST, 2.09 FEET TO A POINT;

THENCE, FOLLOWING THE ARC OF A CURVE TO THE RIGHT, 43.77 FEET (SAID ARC HAVING A RADIUS OF 20.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 08 DEGREES 47 MINUTES 06 SECONDS EAST, 37.46 FEET) TO A POINT;

THENCE, SOUTH 45 DEGREES 44 MINUTES 06 SECONDS WEST, 40.72 FEET TO A POINT;

THENCE, FOLLOWING THE ARC OF A CURVE TO THE LEFT, 112.97 FEET (SAID ARC HAVING A RADIUS OF 155.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 54 DEGREES 51 MINUTES 20 SECONDS WEST, 110.48 FEET) TO A POINT;

THENCE, SOUTH 03 DEGREES 58 MINUTES 35 SECONDS WEST, 830.77 FEET TO A POINT;

THENCE, FOLLOWING THE ARC OF A CURVE TO THE RIGHT, 31.43 FEET (SAID ARC HAVING A RADIUS OF 20.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 48 DEGREES 58 MINUTES 49 SECONDS WEST, 28.29 FEET) TO A POINT;

THENCE, NORTH 85 DEGREES 58 MINUTES 56 SECONDS WEST, 155.19 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 4.77 ACRES OR 207,637 SQUARE FEET, MORE OR LESS.

FURTHER LESS AND EXCEPT

ALL THAT PARCEL OF LAND LYING IN LAND LOT 165, OF THE 6TH DISTRICT, 7TH SECTION, OF CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY RIGHT-OF-WAYLINE OF NORTH VAN WERT ROAD (80' RW) AND THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HWY 78 (80' RW); THENCE, SOUTH 81 DEGREES 13 MINUTES 48 SECONDS EAST, 1403.73 FEET TO A POINT; THENCE, SOUTH 77 DEGREES 38 MINUTES 34 SECONDS EAST, 130.28 FEET TO A POINT; THENCE, LEAVING SAID RIGHT-OF-WAY LINE NORTH 24 DEGREES 12 MINUTES 21 SECONDS WEST, 56.78 FEET TO A POINT; THENCE, NORTH 12 DEGREES 27 MINUTES 49 SECONDS EAST, 18.30 FEET TO A POINT; THENCE, FOLLOWING THE ARC OF A CURVE TO THE LEFT, 30.89 FEET (SAID ARC HAVING A RADIUS OF 205.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 08 DEGREES 08 MINUTES 48 SECONDS EAST, 30.86 FEET) TO A POINT; THENCE, NORTH 03 DEGREES 49 MINUTES 47 SECONDS EAST, 258.17 FEET TO A POINT; THENCE, FOLLOWING THE ARC OF A CURVE TO THE RIGHT, 31.48 FEET (SAID ARC HAVING A RADIUS OF 20.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 48 DEGREES 55 MINUTES 25 SECONDS EAST, 28.33 FEET) TO A POINT; THENCE, NORTH 03 DEGREES 42 MINUTES 15 SECONDS EAST, 60.00 FEET TO A POINT; THENCE, SOUTH 85 DEGREES 58 MINUTES 56 SECONDS EAST, 155.19 FEET TO A POINT; THENCE, SOUTH 85 DEGREES 58 MINUTES 56 SECONDS EAST, 87.01 FEET TO A POINT; ALSO THE POINT OF BEGINNING;

THENCE, FOLLOWING THE ARC OF A CURVE TO THE RIGHT, 10.99 FEET (SAID ARC HAVING A RADIUS OF 7.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 41 DEGREES 00 MINUTES 11 SECONDS WEST, 9.90 FEET) TO A POINT;

THENCE, NORTH 03 DEGREES 58 MINUTES 35 SECONDS EAST, 843.84 FEET TO A POINT;

THENCE, FOLLOWING THE ARC OF A CURVE TO THE RIGHT, 69.24 FEET (SAID ARC HAVING A RADIUS OF 95.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 24 DEGREES 51 MINUTES 20 SECONDS EAST, 67.72 FEET) TO A POINT;

THENCE, NORTH 45 DEGREES 44 MINUTES 06 SECONDS EAST, 38.73 FEET TO A POINT;

THENCE, FOLLOWING THE ARC OF A CURVE TO THE RIGHT, 55.51 FEET (SAID ARC HAVING A RADIUS OF 23.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 65 DEGREES 07 MINUTES 25 SECONDS EAST, 42.99 FEET) TO A POINT;

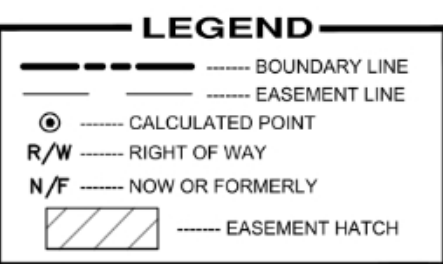
THENCE, SOUTH 04 DEGREES 01 MINUTES 04 SECONDS WEST, 461.44 FEET TO A POINT;

THENCE, SOUTH 04 DEGREES 01 MINUTES 04 SECONDS WEST, 446.29 FEET TO A POINT;

THENCE, FOLLOWING THE ARC OF A CURVE TO THE RIGHT, 31.42 FEET (SAID ARC HAVING A RADIUS OF 20.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 48 DEGREES 01 MINUTES 04 SECONDS WEST, 28.28 FEET) TO A POINT;

THENCE, NORTH 85 DEGREES 58 MINUTES 56 SECONDS WEST, 62.42 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 1.91 ACRES OR 83,151 SQUARE FEET, MORE OR LESS.



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STATE OF GEORGIA
CERTIFICATE OF AUTHORIZATION
FOR LAND SURVEYING
HUGHES-RAY COMPANY, INC.
LS# 69062 EXP. 06/30/24

PUMP STATION ACCESS EASEMENT DEDICATION PLAT:

COTTAGES OF VILLA RICA

LOCATED IN LAND LOT 165,
6TH DISTRICT, 7TH SECTION
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

DATE: 25 APRIL 2024

NO. DATE REVISION DESCRIPTION

1. 5/10/24 CLIENT COMMENTS

DRAWING NO. H23196_PUMP STATION ACCESS

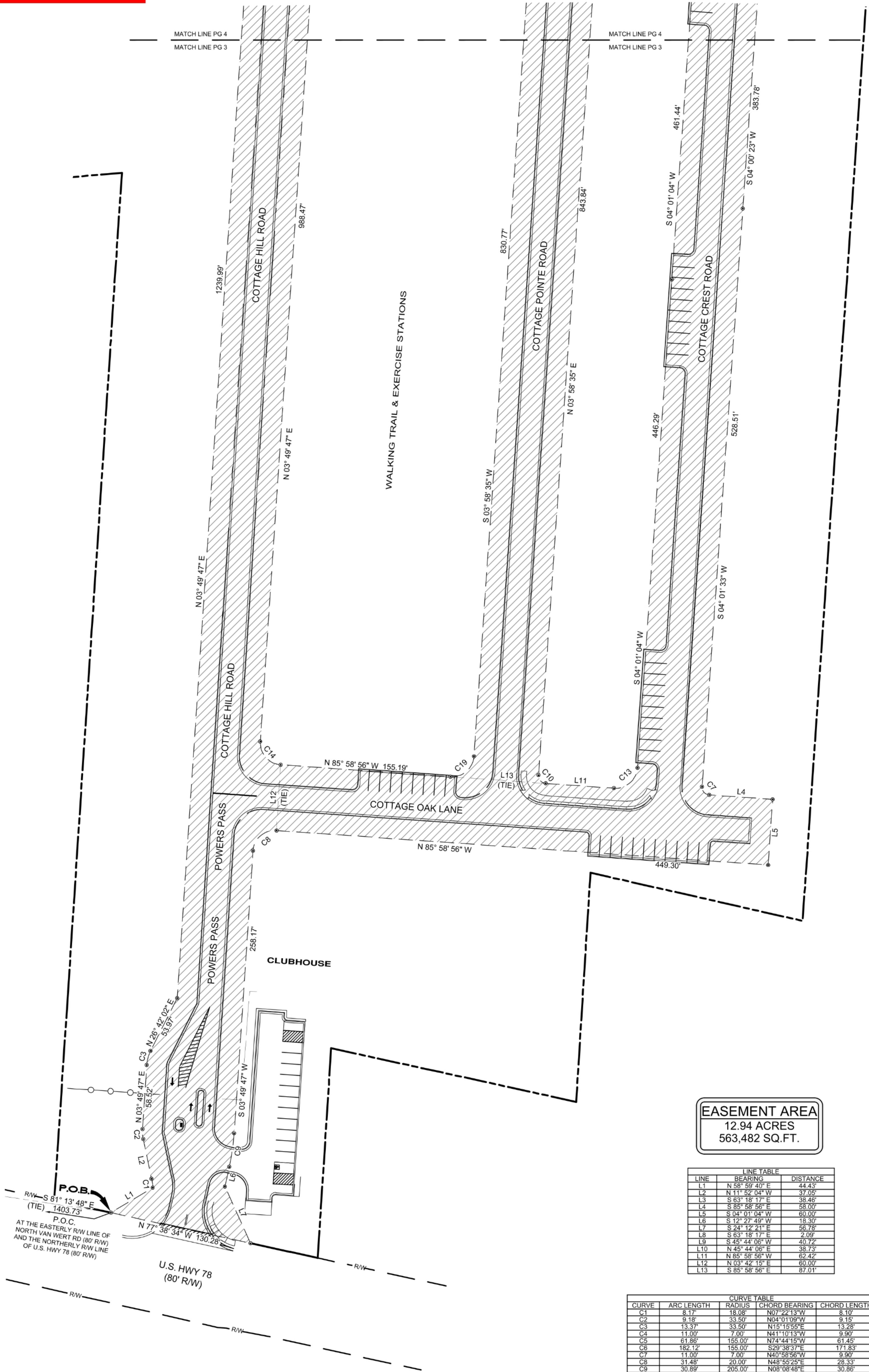
DRAWN BY: SMM

CHECKED BY: WAS

JOB NO. H23196

SCALE: 1"=50'

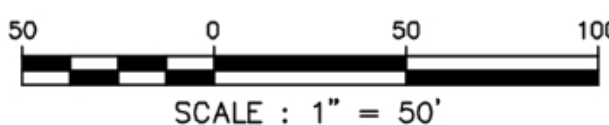
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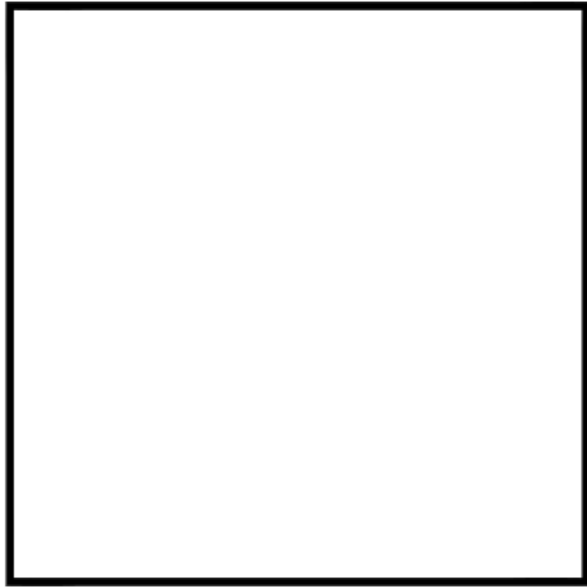
EASEMENT AREA
12.94 ACRES
563,482 SQ. FT.

LINE	BEARING	DISTANCE
L1	N 58° 59' 40" E	44.43'
L2	N 11° 52' 04" W	37.05'
L3	S 63° 18' 17" E	38.46'
L4	S 85° 58' 56" E	58.00'
L5	S 04° 01' 04" W	60.00'
L6	S 12° 27' 49" W	18.30'
L7	S 24° 12' 21" E	56.78'
L8	S 63° 18' 17" E	2.09'
L9	S 45° 44' 06" W	40.72'
L10	N 45° 44' 06" E	38.73'
L11	N 85° 58' 56" W	62.42'
L12	N 03° 42' 15" E	60.00'
L13	S 85° 58' 56" E	87.01'

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	8.17'	18.08'	N07°22'13"W	8.10'
C2	9.18'	33.50'	N04°01'09"W	9.15'
C3	13.37'	33.50'	N15°15'50"E	13.28'
C4	11.00'	7.00'	N41°10'13"W	9.90'
C5	61.86'	155.00'	N74°44'15"W	61.45'
C6	182.12'	155.00'	S20°38'17"E	171.83'
C7	11.00'	7.00'	N10°58'56"W	9.90'
C8	31.48'	20.00'	N48°55'25"E	28.33'
C9	30.89'	205.00'	N08°08'48"E	30.86'
C10	10.99'	7.00'	S41°00'11"E	9.90'
C11	69.24'	95.00'	S24°51'20"W	67.72'
C12	55.51'	23.00'	N65°07'25"W	42.99'
C13	31.42'	20.00'	N49°01'04"E	28.28'
C14	31.35'	20.00'	S41°04'35"E	28.24'
C15	31.42'	20.00'	S45°02'47"W	28.28'
C16	37.61'	95.00'	N74°44'15"W	37.66'
C17	43.77'	23.00'	N08°47'06"W	37.46'
C18	112.97'	155.00'	N24°51'20"E	110.48'
C19	31.43'	20.00'	N48°59'49"E	28.27'



RECORDATION AREA



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

Aaron Studdard (Ga. R.L.S. #3486)

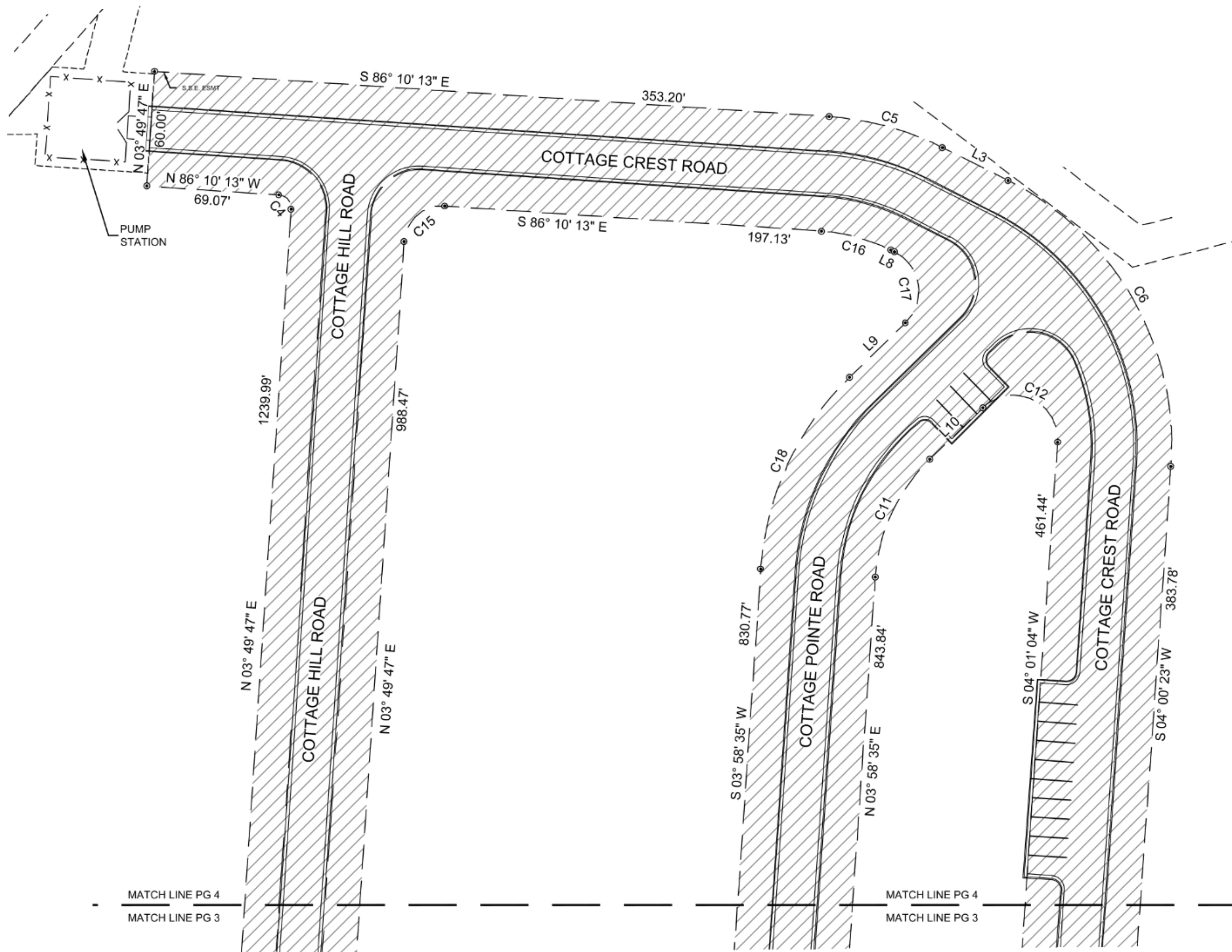
5/10/24
DATE



EASEMENT AREA
12.94 ACRES
563,482 SQ.FT.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 58° 59' 40" E	44.43'
L2	N 11° 52' 04" W	37.05'
L3	S 63° 18' 17" E	38.46'
L4	S 85° 58' 56" E	58.00'
L5	S 04° 01' 04" W	60.00'
L6	S 12° 27' 49" W	18.90'
L7	S 24° 12' 21" E	56.78'
L8	S 63° 18' 17" E	2.09'
L9	S 45° 44' 06" W	49.72'
L10	N 45° 44' 06" E	38.73'
L11	N 85° 58' 56" W	62.42'
L12	N 03° 42' 15" E	60.00'
L13	S 85° 58' 56" E	87.01'

CURVE TABLE			
CURVE	ARC LENGTH	RADIUS	CHORD BEARING
C1	8.17'	18.08'	N07°22'13"W
C2	9.18'	33.50'	N04°01'09"W
C3	13.37'	33.50'	N13°15'55"E
C4	11.00'	7.00'	N41°10'13"W
C5	61.86'	155.00'	N74°44'15"W
C6	162.12'	155.00'	S29°36'37"E
C7	11.00'	7.00'	N40°58'56"W
C8	31.48'	20.00'	N48°55'25"E
C9	30.89'	205.00'	N08°08'48"E
C10	10.99'	7.00'	S41°00'11"E
C11	69.24'	95.00'	S24°51'20"W
C12	55.51'	23.00'	N65°07'25"W
C13	31.42'	20.00'	N49°01'04"E
C14	31.35'	20.00'	S41°04'35"E
C15	31.42'	20.00'	S48°49'47"W
C16	37.91'	95.00'	N74°44'15"W
C17	43.77'	23.00'	N08°47'06"W
C18	112.97'	155.00'	N24°51'20"E
C19	31.43'	20.00'	N48°59'49"E



Approved
May 28, 2024
4:06 PM
Bobby C. Elliott, PE
City Engineer

LEGEND

--- BOUNDARY LINE
--- EASEMENT LINE
⊙ CALCULATED POINT
R/W RIGHT OF WAY
N/F NOW OR FORMERLY
EASEMENT HATCH

50 0 50 100
SCALE : 1" = 50'

S
H
E
E
T

4

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

STATE OF GEORGIA
CERTIFICATE OF AUTHORIZATION
FOR LAND SURVEYING
HUGHES RAY COMPANY, INC.
LS# 000602 EXPIRES 06/30/24

PUMP STATION ACCESS EASEMENT DEDICATION PLAT:
COTTAGES OF VILLA RICA

LOCATED IN LAND LOT 165,
6TH DISTRICT, 7TH SECTION
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

DATE: 25 APRIL 2024			DRAWING NO. H23196_PUMP STATION ACCESS
NO.	DATE	REVISION DESCRIPTION	DRAWN BY: SMM
1.	5/10/24	CLIENT COMMENTS	CHECKED BY: WAS
			JOB NO. H23196
			SCALE: 1"=50'
			THIS DRAWING IS COPYRIGHTED THE ORIGINAL DRAWING WAS PRODUCED AND IS ON RECORD IN THE OFFICES OF THIS FIRM. ANY UNAUTHORIZED USE, MODIFICATION, AND OR REPRODUCTION OF THIS DRAWING, IN PART OR WHOLE, IS HEREBY PROHIBITED.

After Recording Return to:
Coleman Talley LLP
Attn: Ryan E. Spell
3344 Peachtree Road NE, Suite 1950
Atlanta, GA 30326

EASEMENT AND MAINTENANCE AGREEMENT

This Easement and Maintenance Agreement (this “Agreement”) dated this ____ day of _____ 2024 is made by and between the CITY OF VILLA RICA, GEORGIA, a municipal corporation of the State of Georgia, acting by and through its duly elected Mayor and City Council (hereinafter referred to as the “City”) and JCC Villa Rica, LLC, a Georgia limited liability company (hereinafter referred to as “Developer”).

W I T N E S S E T H :

WHEREAS, Developer is the owner of approximately 33.08 acres of property located 1305 W. 78 Highway, in the City of Villa Rica being designated as Tax Parcels V020070483, as more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (the “Subject Property”); and

WHEREAS, Developer intends to develop the Subject Property for use as a residential subdivision known as Cottages at Villa Rica (the “Development”); and

WHEREAS, as a part of the development of the Development, Developer would need to provide certain infrastructure for the development of the Subject Property specifically including a lift station and all necessary sewer, water, and other utility lines, including, without limitation, pipes, fixtures, meters, pumps, connections and other personal property, as shown on the Construction Drawings of Cottages of Villa Rica Sanitary Sewer Outfall, Lift Station & Force Main, last updated January 23, 2024 and approved by the City (collectively, the “Improvements”); and

WHEREAS, Developer has agreed to construct the Improvements on the Subject Property in accordance with all requirements of the City; and

WHEREAS, the City requires access over the Subject Property for the maintenance of the Improvements and the Developer desires to grant such access to the City according to the terms hereof.

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. Incorporation of Recitals and Exhibits. The recitals set forth above and the exhibits attached hereto are hereby incorporated into the substantive body of this Agreement.
2. Construction of Improvements. Developer hereby acknowledges and agrees that it shall construct the Improvements. All costs associated with the construction of the Improvements shall be borne by the Developer. Developer agrees that it will construct the Improvements in compliance with all of the codes and ordinances of the City and obtain all necessary permits for the completion of the Improvements. Upon the completion of the Improvements, Developer shall dedicate the Improvements to the City for public use.
3. Repair and Maintenance. Upon completion of the Improvements, which completion shall include testing and approval by the City engineer, and the successful startup of all Improvements (the "Improvement Completion Date"), the City hereby acknowledges and agrees that it shall accept the Improvements from Developer or Developer's successor in title and assigns by bill of sale or other similar instrument, and thereafter the City shall be responsible for maintaining, repairing, and replacing the Improvements and keeping the same in good condition and repair (collectively, the "Maintenance Obligations"). All costs associated with the Maintenance Obligations including, without limitation, all work, labor, materials, and equipment reasonably related to the Maintenance Obligations (collectively, "Maintenance Costs"), shall be borne by the City. If the City fails to perform any Maintenance Obligations, then Developer may, after providing thirty (30) days' written notice to the City, perform such work on behalf of the City, in which event the Developer party shall be entitled to reimbursement of the actual Maintenance Costs expended, within thirty (30) days after invoice of such costs is provided to the City. Notwithstanding anything in the foregoing to the contrary, the terms and provisions of this Section are not intended, and shall not be construed, to limit any of the other remedies available hereunder. For the sake of clarity and avoidance of doubt, prior to the Improvement Completion Date, the City shall not be responsible for the Maintenance Obligations set forth herein, and until the Improvement Completion Date, Developer shall be responsible for the Maintenance Obligations.
4. Grant of Access Easement. Developer hereby grants and conveys to the City, its guests, partners, invitees, employees, agents, tenants, licensees, contractors, subcontractors, successors, successors-in-title and assigns (each, a "Grantee Beneficiary" and collectively, the "Grantee Beneficiaries"), a perpetual, non-exclusive access easement over, upon, across and through that certain portion of the Subject Property more particularly described on Exhibit "B" attached hereto and incorporated herein for: (i) the Improvements located on the Subject Property (the "Pump Station Easement"), and: (ii) access, ingress and egress to and from the Improvements located on the Subject Property for the City's testing, approval, and startup of the Improvements and the City's Maintenance Obligations all as more particularly described Section 3 herein above (the "Pump Station Access Easement") (the Pump Station Easement and the Pump Station Access

Easement being collectively referred to herein as the “Access Easement Area”). Developer on behalf of itself, its guests, invitees, employees, agents, contractors, subcontractors, successors, successors-in-title, and assigns (collectively, “Grantor Beneficiaries”), expressly reserves the right to use the Access Easement Area for any and all purposes not inconsistent with the rights granted in this Agreement to City including, without limitation, for vehicular and pedestrian access, ingress and egress to and from the Subject Property.

5. Indemnification. Developer hereby agrees to indemnify and save harmless the Grantee Beneficiaries from all claims, demands, actions, causes of action, liabilities or judgments, including without limitation all costs, expenses and reasonable attorney fees actually incurred, due to injury, damage or loss of any nature occurring to persons or property, to the extent proximately caused by the Grantor Beneficiaries’ use and enjoyment of the Access Easement Area, except to the extent such claims, demands, actions, causes of action, liabilities or judgments result from the gross negligence or willful misconduct of any Grantee Beneficiary.

6. Obligations to Run with the Land. Developer agrees and covenants that the terms and conditions of this Agreement shall run with the land and inure to the benefit of and be binding upon the heirs, executors, successors in title and assigns of Developer. However, Developer shall not assign this Agreement without the written consent of the City which shall not be unreasonably withheld, conditioned upon the fact that nothing contained herein shall prohibit Developer or its successors in title from connecting to the public wastewater system, subject to the payment of standard fees and satisfaction of customary permitting requirements.

7. Expenses of Agreement. 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. 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 thereto.

9. 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. 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 are acceptable as originals.
- e. No delay or failure to exercise a right under this Agreement shall impair such party's right to enforce said right.
- f. Every provision of this Agreement is hereby declared to be independent of, and separable from, every other provision hereof. If any provision shall be held to be invalid or unenforceable, that holding shall be without effect upon the validity, enforceability or

- running of any other provision of this Agreement.
- g. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.
- h. Except as set forth elsewhere in this Agreement, whenever any demand, request, approval, consent or notice ("Notice") is given by one party to the other under this Agreement, such Notice shall be in writing, shall be deemed to have been duly given and received: (a) the next business day after deposit with a recognized overnight courier service for delivery on the next business day; (b) three (3) days after mailing if sent by registered or certified United States mail, properly addressed and postage pre-paid; or (c) on the date delivered by electronic mail, provided that a copy of such Notice is simultaneously deposited with a recognized overnight courier service for delivery on the next business day, and shall be addressed to the party for whom it is intended at the address hereinafter set forth:

If to City: City of Villa Rica
571 Bankhead Highway
Villa Rica, GA 30180
Attn: City Manager
E-mail: tbarber@villarica.gov

If to Developer: JCC Villa Rica, LLC
2700 Cumberland Parkway SE, Suite 130
Atlanta, GA 30339
Attn: Jackson Jones
E-mail: jackson@jccg.us

with copy to: Coleman Talley LLP
3344 Peachtree Road NE, Suite 1950
Attn: Harrison Coleman and Ryan Spell
E-mail: harrison.coleman@colemantalley.com;
ryan.spell@colemantalley.com

[The immediately following page is the signature page.]

IN WITNESS WHEREOF, the parties have executed this Agreement under seal on the date first above written.

DEVELOPER:

JCC VILLA RICA, LLC
a Georgia limited liability company

By: _____ [SEAL]

Name: James B. Chapman

Its: Sole Member and Manager

Signature of Witness

Printed Name of Witness

Sworn to and subscribed before me
This ____ day of _____ 2024

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[COUNTERPART SIGNATURE PAGE TO EASEMENT AND MAINTENANCE AGREEMENT]

CITY:

CITY OF VILLA RICA, GEORGIA
a municipal corporation of the State of Georgia

Signature of Witness

By: _____ [SEAL]

Name: _____

Its: _____

Printed Name of Witness

Sworn to and subscribed before me
This ____ day of _____ 2024

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT A

Subject Property

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

AND

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

Subject to that Boundary Line Agreement and Quitclaim Deed to Clarify Boundary Line recorded on 7/3/2023 at Deed Book 6173, Pages 1-9, Carroll County, Georgia Clerk of Superior Court records.

EXHIBIT B

Access Easement Area

- **PUMP STATION EASEMENT**

That certain “Pump Station Easement” as more particularly described and depicted on Sheet 2 of that certain Pump Station Access Easement Dedication Plat prepared for Cottages of Villa Rica, by HRC Engineers, Aaron Studdard, GRLS No. 3486, dated May 10, 2024, recorded in Plat Book 109, Pages 377 – 380, records of the Superior Court of Carroll County, Georgia.

- **PUMP STATION ACCESS EASEMENT**

That certain “Pump Station Access Easement” as more particularly described and depicted on Sheets 3 and 4 of that certain Pump Station Access Easement Dedication Plat prepared for Cottages of Villa Rica, by HRC Engineers, Aaron Studdard, GRLS No. 3486, dated May 10, 2024, recorded in Plat Book 109, Pages 377 – 380, records of the Superior Court of Carroll County, Georgia.



MAYOR & COUNCIL WORK SESSION MINUTES

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
May 14, 2024 | 1:30 PM

Meeting Call to Order (Mayor Leslie McPherson)

Present: Mayor Leslie McPherson, Mayor Pro Tem Danny Carter, Councilwoman Shirley Marchman, Councilman Matthew Momtahan, Councilwoman Stephanie Warmoth, Councilwoman Anna McCoy

A. Governing Body

1. Completed the Consent Agenda:

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

1. Amendment to 2023-2024 Medical Plan Document
2. National Public Works Week 2024
3. Resolution Enacting Temporary Moratorium- Vape Shops, Tattoo Parlors and Pawn Shops
4. Resolution Enacting Temporary Moratorium on Multi- Family Developments
5. City Council Meeting Modification
6. Approved Final Plat of Watermist II A
7. Review of VA-05-24 & VA-07-24 Variances for Chick Fil A to operate a temporary food truck at 779 W. Bankhead Hwy
8. Distilled Package License Application
9. Golden City Cruisers Mural at The MILL
10. Revised Bylaws for the Main Street Advisory Board
11. Revised Bylaws for the Downtown Development Authority
12. 2024-2025 Classic Main Street Memorandum of Understanding
13. 2024 Community Development Grant Application from Villa Rica Lions Clubs
14. Community Development Grant Application from Thomas A Dorsey Birthplace & Gospel Heritage Festival, Inc.
15. Surplus of 2010 Ford E-350 Van
16. Approved the low bid from HD Excavations for the amount of \$434,065.00 to complete Main Street Drainage Improvement Project

17. Engagement of Tim Grizzard & Associates for renovation Cowan's Lake Dam
18. Engagement of Kingdom Technology Services for the refurbishment of the west plant UV system
19. Waterly Operations Software
20. Approved the update of customer sanitation rates due to GFL's 5.3 % rate increase effective July1, 2024
21. Proposed Millage & Budget Calendar for Fiscal Year 2025
22. FY24 Budget Amendments #238-241
23. Approved the of the Development Agreement between the City of Villa Rica and Villa Rica RTH Owners. LLC for the upgrade of the Hickory Falls Lift Station
24. Track Realignment at Pine Mountain Gold Museum
25. Georgia Power Lighting Agreement for Villa Rica Pkwy
26. Professional Services Agreement with Ron Johnson to consult on Historic Preservation items
27. Right of Way Service with B M & K
28. Letter of Support for Senior Housing Development

B. City Manager

Removed Wikipedia Page Update

C. 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.)

No One Came Forward

D. Executive Session

Entered Executive Session for the purpose of discussing or vote to enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote as provided in Georgia Code section 50-14-3 (b)(I)(D) and to discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal or periodic evaluation or rating of a public officer or employee as provided in Georgia Code section 50-14-03(b)(2)

No Action Taken

At 6:01 pm Danny Carter moved to enter Regular Session

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

Mayor Leslie McPherson

City Clerk Theresa Campbell

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

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.GOV

CITY COUNCIL MEETING MINUTES

Holt-Bishop Justice Center, 101 Main Street
Tuesday, May 14, 2024 | 6:00 pm

Meeting Call to Order (Mayor Leslie McPherson)

Mayor Leslie McPherson called the meeting to order

Present: Mayor Leslie McPherson, Mayor Pro Tem Danny Carter, Councilwoman Shirley Marchman, Councilman Matthew Momtahan, Councilwoman Stephanie Warmoth, Councilwoman Anna McCoy

Invocation was led by Sgt. Spencer Crawford, Villa Rica Police Department

Pledge of Allegiance was led by Sgt. Spencer Crawford, Villa Rica Police Department

Ceremonial Presentations (Mayor and Council)

1. 10 Years of Service- Jennifer Holt
2. 5 Years of Service- Renee Kilgore
3. Recognition of Villa Rica Police Department Officers:
 - Sgt. Spencer Crawford
 - Cpl Chase Gordy
 - Ofc Deborah Williams
 - Ofc Jermarco Claiborne
 - Ofc Tim Merrell
 - Ofc Darrius Mitchell
 - Ofc Kai Waldo

Adoption of the Agenda (Mayor Leslie McPherson)

Councilman Danny Carter moved to amend the agenda, deleting item C City Manager to be replaced by Item D Human Resources and adopt the agenda as amended.

RESULT:

MOVER:

SECONDER:

AYES:

ADOPTED (UNANIMOUS)

Danny Carter, Councilman

Shirley Marchman, Councilwoman

Marchman, Momtahan, Warmoth, McCoy, Carter

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

1. Molly Elder- Concerned about placement of easement stakes on Anderson and Cleghorn streets.
2. Pam Whyte- Mentioned she never received proper communication from the city about the easements and she will not let the city take her home.
3. Peg Taylor- Wants Council to be unified.
4. Marshall Smith- He referenced a meeting with Tom Barber and the HOA of Mirror Lake from 2021.
5. Ken Willis- Mentioned consent agenda item #6 and is concerned about the common area left on the final plat. Wants the item removed from consent agenda.
6. Connie Wood- Wants council to do the will of their constituents.
7. Cindy Tolbert- Read from the Georgia Constitution and questioned whether the council votes for themselves or the way their constituents want them too.
8. Alita Farmer- Concerned about easements on Darden St., Cleghorn, St and Anderson Rd. She feels the city is taking advantage of her aged father.
9. L. Nathan Hare- Had a complaint about the retention pond in the Liberty Communities not being taken care of, and the large hole on Tolbert Rd. at the Social Security Building.
10. Kay Smith- Mentioned that Mirror Lake Subdivision is the largest subdivision in Douglas and Carroll Counties. Wants council members to listen to their constituents.
11. Chris Ertly- Wants to know why the city is paying for consultants and wants Tom fired.
12. Polly Oliver- Represents 1388 homeowners concerned about erosion into Mirror Lake Subdivision Lake. Also concerned HOA assessments will increase if the subdivision has to take over the large hill left over by Watermist II A builder.
13. Luz Morales- Has applied for board positions and has never received a call so she can volunteer.
14. Rob Custer- At the March meeting he was told he would be contacted in reference to variance questions and zoning sign size and has never received a return call. Also wants speeding to stop on Daniel Rd.
15. Josh Evans- Spoke about Main St. drainage improvements.
16. Chris Ertly- readdressed a comment he made about the departure of the former Special Projects Manager.

Council Updates (Subjects of General Interest and Concern)

Councilman Matthew Momtahan reminded everyone that early voting is taking place at Powell Park.

Councilwoman Stephanie Warmoth mentioned she has voted fire Tom Barber in the past, but since that vote failed, she is willing to work with the City Manager. She is trying to do what her constituents are asking.

Mayor Leslie McPherson mentioned the Green Market taking place every Monday evening during the summer from 4-7 pm.

Councilwoman Anna McCoy mentioned she wants to have a succession plan in place before letting Tom Barber go. She will also be going door to door to speak to her constituents.

Councilwoman Shirley Marchman mentioned she has been on the council for over 20 years and has always been available to her constituents. She mentioned no one else offered to run for her seat and she does what she thinks is best even if it does not always make every person happy.

Consent Agenda (Mayor Leslie McPherson)

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

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4. Resolution Enacting Temporary Moratorium on Multi- Family Developments
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23. Track Realignment at Pine Mountain Gold Museum

24. Georgia Power Lighting Agreement for Villa Rica Pkwy
25. Professional Services Agreement with Ron Johnson to consult on Historic Preservation items
26. Right of Way Service with B M & K
27. Letter of Support for Senior Housing Development

Councilman Danny Carter moved to move item #6 from the consent agenda to A7.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Anna McCoy, Councilwoman
AYES: Marchman, Momtahan, Warmoth, McCoy, Carter

Councilman Danny Carter moved to approve the Consent agenda as amended.

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

A. Governing Body (Mayor Leslie McPherson)

1. Approval of Minutes from March 4, 2024 Special Called Meeting
2. Approval of Minutes from March 12, 2024 Work Session
3. Approval of Minutes from March 12, 2024 City Council Meeting
4. Approval of Minutes from April 2, 2024 Special Called Meeting
5. Approval of Minutes from April 9, 2024 Work Session
6. Approval of Minutes from April 9, 2024 City Council Meeting

Councilwoman Shirley Marchman moved to approve the minutes as presented

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

7. Watermist Phase 2A Final Plat Approval

Councilman Danny Carter moved to table until the June meeting and add a Public Hearing.

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

B. Finance (Jennifer Hallman)

1. Financial Update March 2024

Finance Director Jennifer Hallman presented financial update for March 2024

C. Human Resources (Tiffany Jenkins, Interim HR Director)

1. Presented Diana Desantos as candidate for Deputy City Manager

Councilman Danny Carter moved to Hire Diana Desantos as Deputy City Manager.

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

2. Nina Shabazz presented as candidate for Community Development Director

Councilman Danny Carter moved to hire Nina Shabazz Community Development Director.

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

D. City Manager’s Report (Tom Barber)

No report given.

Mayor McPherson read a prepared statement and gave City Manager Tom Barber and the City Attorney’s a Directive to prepare an exit strategy for Tom Barber for her to receive by Friday.

Adjournment (Mayor Leslie McPherson)

Councilman Danny Carter moved to adjourn the meeting and was seconded by Councilwoman Shirley Marchman and the vote was unanimous. Mayor Leslie McPherson adjourned the meeting.

Mayor Leslie McPherson

City Clerk Theresa Campbell



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: REQUEST FROM CARROLL CHAMBER BOARD CHAIR

AGENDA DATE: June 11, 2024

DATE PREPARED: June 05, 2024

PREPARED BY: Tom Barber

AMOUNT: Unknown

GL ACCOUNT #: Unknown

FUNDING SOURCE: General Fund

BUDGETED ITEM? Yes

PURPOSE: To discuss a request from the Chairman of the Carroll County Chamber to participate in a “mini-capital campaign” to raise \$100,000 for building renovations.

BACKGROUND: The Carroll County Chamber building and the Carroll Tomorrow building are both in need of structural and cosmetic work. The Chamber is attempting to raise \$100,000 to make repairs and update some of their equipment. The Chamber building was built in the late 1980s.

STAFF RECOMMENDATION:

IMPACT:

MOTION: For discussion.

Tom Barber

From: Leslie McPherson
Sent: Monday, May 20, 2024 5:01 PM
To: Tom Barber
Cc: Danny Carter; Jennifer Hallman
Subject: re A Message From Tim Brewer, Chamber Board Chair

Seems we should probably make a moderate contribution, but I have no opinion myself on what that amount should be. Should this be a council discussion item or get an informal consensus?

Leslie

Leslie McPherson
Mayor, City of Villa Rica

571 Bankhead Highway
Villa Rica, GA 30180
Cell 770-668-4942
email lmcperson@villarica.gov

From: Carroll Chamber <carrollchamber@carroll-ga.org>
Sent: Monday, May 20, 2024 3:51 PM
To: Leslie McPherson <lmcperson@villarica.gov>
Subject: EXTERNAL EMAIL: A Message From Tim Brewer, Chamber Board Chair

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 Friends,

We want to express our gratitude for your past support of Carroll Tomorrow and the Carroll County Chamber of Commerce. Your contributions have been instrumental in our progress, and we hope you will consider supporting us again in this crucial endeavor.

Both organizations are experiencing growth and expansion, but our buildings need repair. The Chamber building, built in the late '80s and opened in 1988, has aging systems, and the Carroll Tomorrow building, which opened in 2002, requires structural work. A flood in the Chamber board room in December 2022 was the catalyst for updates in the building, but most were cosmetic, and the flood renovations did not address structural issues.

We have managed to patch plumbing, roofing, and window leaks, but these are short-term solutions, and major repairs are urgently needed. The septic system in the Chamber building needs immediate attention to repair a defective sewer pipe and replace a sewer drain. The windows, over 30 years old, have permanent stains and leak during heavy rains, posing a risk to the building's integrity. The roof on the Carroll Tomorrow building is damaged and needs replacing, along with the gutters and rotten fascia on both buildings. Following the flood in 2022, the AV equipment in the board room was damaged, and we need a new screen, projector, and updated sound.

To address the structural and cosmetic needs of the buildings, we are launching a mini-capital campaign to raise \$100,000. A portion of the funds will also be used to update and add décor elements to freshen the lobby area of the Chamber. We hope you will consider a gift beyond your annual support of Carroll Tomorrow and the Carroll County Chamber to assist with this initiative. The funds will not only repair and preserve the exterior of our building but also enable us to replace broken systems and update our technology. We will use a portion of the proceeds to grow the

building fund endowment, allowing us to maintain the buildings continually.

Once again, thank you for your continued support. For more information, please contact Brian Dill, President/CEO, at 678-890-2377.

Kind regards,

Tim Brewer, President & CEO
Addison Smith Mechanical Contractors
Chairman, Board of Directors
Carroll County Chamber of Commerce

2024 Mini-Capital Campaign

This email was sent on behalf of Carroll County Chamber of Commerce - GA 200 Northside Drive Carrollton, GA 30117. To unsubscribe [click here](#). If you have questions or comments concerning this email or services in general, please contact us by email at carrollchamber@carroll-ga.org.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: WaterMist Phase 2A Final Plat Approval Recommendation

AGENDA DATE: May 14th, 2024

DATE PREPARED: April 25th, 2024

PREPARED BY: Nic Griffin

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PURPOSE: All Final Plats of subdivision developments with public streets must be approved by the Mayor and City Council before building permits are issued. The Watermist Phase 2A Final Plat has been reviewed and all items associated with Final Plat approval have been completed.

BACKGROUND: Watermist Phase 2A is a 47-lot residential development.

All construction has been completed and inspected. The Final Plat has several other items that must be accomplished/completed prior to the vote by the Mayor and City Council. These items have been completed and are listed as follows:

Maintenance bond submitted - \$250,000.

Street Light Fees paid for one year in advance - \$2,115.00.

Water, Sewer, and Storm system as-built record drawings have been submitted and approved.

All fees associated with the Final Plat submittal have been paid.

STAFF RECOMMENDATION: Staff recommends approval of the Final Plat for Watermist Phase 2A

IMPACT:

MOTION: I move to approve the Final Plat for Watermist Phase 2A.

DECLARATION OF COVENANTS

THIS PLAT IS SUBJECT TO THE COVENANTS SET FORTH IN THE SEPARATE DOCUMENT(S) ATTACHED HERETO DATED 11-04-98, WHICH HEREBY BECOME PART OF THIS PLAT, AND WHICH WERE RECORDED IN DEED BOOK 1206, PAGES 370 - 427, DOUGLAS COUNTY RECORDS.

DRAINAGE NOTE

THE CITY OF VILLA RICA ASSUMES NO RESPONSIBILITY FOR THE OVERFLOW OR EROSION OF NATURAL DRAINS. DRAINAGE EASEMENTS NOT LOCATED WITHIN THE STREET RIGHT-OF-WAY ARE THE RESPONSIBILITY OF THE INDIVIDUAL PROPERTY OWNER TO MAINTAIN.

SITE INFORMATION

- LAND LOTS 173, 174, 179, & 180
- 2ND LAND DISTRICT, 5TH SECTION
- CITY OF VILLA RICA, DOUGLAS COUNTY, GA
- A PORTION OF TAX PARCEL ID# 01790250021
- ADDRESS: MIRROR LAKE PARKWAY

OWNER'S CERTIFICATE

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

4-28

Jason Garrett - V.P.
Planning and Development
Pulte Home Company, LLC.

04-02-2024

SIGNATURE OF OWNERDATE SIGNED

SURVEYOR'S CERTIFICATE

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

Denver Youngblood

DENVER W. YOUNGBLOOD - GA. RLS #3327

04-02-2024

SIGNATURE OF SURVEYORDATE SIGNED

CITY OF VILLA RICA CERTIFICATE

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

COMMUNITY DEVELOPMENT DIRECTOR

DATE

MAYOR

DATE

SITE NOTES - PHASE 2A

TOTAL SITE AREA: 63.833 ACRES
PHASE 2A TOTAL AREA: 36.174 ACRES
PHASE 2A LOT AREA: 15.223 ACRES
PHASE 2A COMMON AREA: 18.003 ACRES
PHASE 2A R/W AREA: 2.948 ACRES

27.659 ACRES TO BE DEVELOPED IN FUTURE PHASES

SITE ZONING: PUD
CURRENT ZONING: PUD

ZONING REQUIREMENTS:
MIN. LOT WIDTH: 70 FT
MIN. LOT AREA: 8,000 SF
MIN. HEATED FLOOR AREA: 2,600 SF (2-STORY)
MAX. STRUCTURE HEIGHT: 35 FEET

LOT SUMMARY:
PHASE 2A LOTS: 47 LOTS
LOT DENSITY: 1.36 DU/AC

BUILDING SETBACK REQUIREMENTS:
FRONT: 25 FT
SIDE: (2-STORY) 10 FT
SIDE: (RANCH) 7.5 FT
REAR: 25 FT

LOT DRAINAGE NOTE

FOR ALL LOTS, SURFACE WATER MAY DRAIN ALONG SIDE LOT LINES AND REAR LOT LINES OF ADJACENT LOTS. NO OWNER OR RESIDENT MAY BLOCK, DIVERT, OR OTHERWISE IMPEDE SURFACE WATER DRAINAGE WITHIN 5 FEET OF A SIDE LOT LINE, WITHIN 10 FEET OF A REAR LOT LINE, OR WITHIN 20 FEET OF A REAR LOT LINE THAT IS ALONG THE EXTERIOR BOUNDARY OF THE COMMUNITY.

BOND NOTE

ESTIMATED COSTS: \$ 986,370
MAINTENANCE BOND: \$ 250,000

MAINTENANCE BOND BASED ON 25% OF ESTIMATED CONSTRUCTION COSTS

FINAL SUBDIVISION PLAT

WATERMIST PHASE 2A

AT MIRROR LAKE

(LOTS 1-47)

PREPARED FOR

PULTE HOME COMPANY, LLC

LOCATED IN LAND LOTS 173, 174, 179, & 180

2TH LAND DISTRICT, 5TH SECTION

CITY OF VILLA RICA, DOUGLAS COUNTY, GA

OWNER / DEVELOPER

PULTE HOME COMPANY, LLC
2475 NORTHWINDS PARKWAY SUITE 600
ALPHARETTA, GA 30009
PHONE: 678.245.5208
CONTACT: ANDREW MOROZ
EMAIL: ANDREW.MOROZ@PULTE.COM

PulteGroup™

Pulte Home Company LLC
GA Division Office:
2475 Northwinds Pkwy | Suite 600 | Alpharetta, GA 30009
Pulte.com/Atlanta

SURVEYOR

MAXWELL-REDDICK AND ASSOCIATES, INC
NORTHWINDS 3
2500 NORTHWINDS PKWY, SUITE 360
ALPHARETTA, GA 30009
PHONE: 404.693.1618
CONTACT: DENVER YOUNGBLOOD
EMAIL: D.YOUNGBLOOD@MAXRED.COM

ENGINEER

MAXWELL-REDDICK AND ASSOCIATES, INC
NORTHWINDS 3
2500 NORTHWINDS PKWY, SUITE 360
ALPHARETTA, GA 30009
PHONE: 404.693.1618
CONTACT: DAVID HENDRIX
EMAIL: DHENDRIX@MAXRED.COM

SANITARY MATERIAL LIST - PHASE 2A

- 18 NEW SANITARY MANHOLES
- 2 PREVIOUSLY EXISTING TIE MANHOLES
- 47 SANITARY SEWER SERVICE LATERALS
- 1,210 LF OF 6" PVC SANITARY PIPE (LATERALS)
- 2,184 LF OF 8" PVC SANITARY PIPE

PORTIONS OF THE SEWER MAIN AND 8 OF THE SEWER MANHOLES SHOWN ARE PREVIOUSLY EXISTING.

WATER MATERIAL LIST - PHASE 2A

- 7 FIRE HYDRANTS
- 7 6" HYDRANT VALVES
- 8 8" GATE VALVES
- 4 8" 3-WAY TEES
- 2,465 LF OF 8" DIP WATER MAIN

THE WATER LINE SHOWN ALONG MIRROR LAKE PARKWAY IS A PREVIOUSLY EXISTING WATER MAIN. THE LATERALS FOR THE LOTS ALONG MIRROR LAKE PARKWAY AND FIRE HYDRANT ASSEMBLIES #2 AND #3 TEE INTO THIS EXISTING MAIN.

STORM MATERIAL LIST - PHASE 2A

- 13 SINGLE WING CATCH BASINS (SWCB)
- 5 DOUBLE WING CATCH BASINS (DWCB)
- 6 JUNCTION BOXES (JB)
- 3 HEADWALLS (HW)
- 3 YARD INLETS (YI)
- 89 LF OF 15" RCP STORM PIPE
- 454 LF OF 15" CMP STORM PIPE
- 251 LF OF 18" RCP STORM PIPE
- 526 LF OF 18" CMP STORM PIPE
- 29 LF OF 24" RCP STORM PIPE
- 355 LF OF 24" CMP STORM PIPE
- 34 LF OF 30" CMP STORM PIPE

LOCATION MAP - NOT TO SCALE

GENERAL NOTES

- HORIZONTAL DATUM IS BASED ON NAD 1983 GA. WEST ZONE ESTABLISHED BY USING TRIMBLE VRS NOW NETWORK GPS. DISTANCES SHOWN ARE GROUND DISTANCES IN U.S. SURVEY FEET.
- LAND SURVEYORS, AS LICENSED PROFESSIONALS BY THE STATE OF GEORGIA, ARE NOT EXPERTS IN THE IDENTIFICATION OF WETLANDS, CEMETERIES OR BURIAL GROUNDS, ITEMS OF HISTORICAL OR CULTURAL SIGNIFICANCE; THEREFORE EXCEPTION IS TAKEN TO ANY SUCH MATTERS WHICH MAY EXIST WITHIN THE LIMITS OF THIS SURVEY.
- PROPERTIES WITHIN THE LIMITS OF THIS SURVEY MAY BE SUBJECT TO EASEMENTS, RESERVATIONS, RIGHTS OF WAY, OR RESTRICTIONS WHICH ARE NOT RECORDED OR ARE OTHERWISE UNKNOWN TO THE SURVEYOR THEREFORE EXCEPTION IS TAKEN TO ANY SUCH ITEMS.
- CORNER PIN STATEMENT - 1/2" RE-BARS 24 INCHES IN LENGTH WITH PLASTIC CAPS LABELED LSF000953 SET ON CORNERS UNLESS OTHERWISE NOTED.
- WATER AND SANITARY SEWER SERVICES PROVIDED BY THE CITY OF VILLA RICA.
- EASEMENTS SHOWN ON THIS PLAT ARE CENTERED ON THE CONSTRUCTED STORM, SEWER, AND WATER SYSTEMS.
- THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITIES NAMED HEREON. NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY PERSONS OR ENTITIES OTHER THAN THOSE SHOWN HEREON.
- THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEY IN THE STATE OF GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.
- HOUSE FINISHED FLOOR ELEVATIONS SHALL NOT BE LOWER THAN 4- FEET ABOVE THE 100-YEAR FLOODPLAIN.
- FOR LOTS UPSTREAM OF CULVERT CROSSINGS, FINISHED FLOOR ELEVATIONS SHALL BE NO LESS THAN 2- FEET ABOVE THE LOW POINT IN THE ROAD.
- HOUSES ARE PROHIBITED WITHIN A DAM BREACH ZONE.
- CUSTOM STREET SIGNAGE WILL BE USED IN THIS DEVELOPMENT AND WILL BE PAID FOR BY THE DEVELOPER.
- THE DEVELOPER IS RESPONSIBLE FOR MONTHLY STREET LIGHT CHARGES FOR ONE YEAR IN ADVANCE.
- THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAD A FIELD CLOSURE OF 1 FOOT IN 83,070 FEET AND WAS ADJUSTED USING THE NETWORK LEAST SQUARES METHOD
- THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN 601,555 FEET.
- A TRIMBLE S8 ROBOTIC TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

UTILITIES NOTE

THE UTILITIES ARE SHOWN AS PER THE LOCATION OF POLES, MANHOLES, VALVES, PEDESTALS, ETC., EXISTING DRAWINGS AND INFORMATION PROVIDED BY UTILITY PERSONNEL. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

THE UTILITIES PROTECTION CENTER WAS CONTACTED ON FEBRUARY 15, 2022 AND TICKET NUMBER 220215-004122 WAS ISSUED FOR THIS SITE. UNDERGROUND DETECTIVE WAS CONTRACTED TO MARK THE UTILITIES ON THE SITE. THE UNDERGROUND DETECTIVE PERSONNEL COMPLETED THEIR FIELD WORK ON 01-25-2022. THIS APPLIES ONLY TO UTILITIES SHOWN ALONG THE PREVIOUSLY EXISTING RIGHT-OF-WAY OF MIRROR LAKE PARKWAY AS WELL AS EXISTING SEWER THROUGHOUT THE SITE.

UTILITIES SHOWN WITHIN THE LIMITS OF PHASE 2A WERE ASBUILT BY MAXWELL-REDDICK & ASSOCIATES.

FLOOD ZONE NOTE

BY GRAPHICAL PLOTTING, ACCORDING TO F.I.R.M. MAP NO. 13045C0157E WITH AN EFFECTIVE DATE OF 08-15-2019, A PORTION OF THIS PROPERTY LIES WITHIN ZONE "X". ZONE "X" IS NOT A SPECIAL FLOOD HAZARD ZONE INUNDATED BY THE 100-YR. FLOOD. ANOTHER PORTION OF THIS PROPERTY LIES WITHIN ZONE "AE". ZONE "AE" IS A SPECIAL FLOOD HAZARD ZONE INUNDATED BY THE 100-YR. FLOOD.

WETLAND NOTE

ALL TIDAL AND NON-TIDAL TRIBUTARIES, MARSH AREAS AND WETLANDS ARE UNDER THE JURISDICTION OF THE CORPS OF ENGINEERS AND/OR THE STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES. OWNERS ARE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE OF THESE PROTECTED AREAS WITHOUT PROPER PERMIT APPLICATION AND APPROVAL FROM THOSE AGENCIES. WETLANDS AND WRESTED VEGETATION SHOWN WERE TAKEN FROM INFORMATION PROVIDED BY GAIA ENVIRONMENTAL CONSULTING, DATED JAN. 12, 2022. NO WETLANDS WERE DELINEATED AT THE TIME OF THE SURVEY.

ROAD LENGTH INFORMATION

CANOE PLACE	444 LF (INTERSECTION OF MIRROR LAKE PARKWAY TO CUL-DE-SAC)
TOPSAIL DRIVE	824 LF (INTERSECTION OF MIRROR LAKE PARKWAY TO CUL-DE-SAC)
BEACON WAY	606 LF (INTERSECTION OF TOPSAIL DRIVE TO CUL-DE-SAC)
FLINT RIDGE	325 LF (INTERSECTION OF BEACON WAY TO CUL-DE-SAC)

MAXWELL-REDDICK AND ASSOCIATES

ENGINEERING & LAND SURVEYING
40 JOE KENNEDY BLVD.
STATESBORO, GA 30458
(912) 489-7112 OFFICE

NORTHWINDS 3
2500 NORTHWINDS PKWY.
SUITE 360
ALPHARETTA, GA 30009
(404) 693-1618 OFFICE

FINAL SURVEYOR CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATIONS, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

Denver Youngblood

DENVER YOUNGBLOOD
REGISTERED GEORGIA LAND SURVEYOR NO. 3327
ADDRESS: 40 JOE KENNEDY BLVD., STATESBORO, GA 30458
TELEPHONE NUMBER: 912-764-4214

04-02-2024

DATE SIGNED

CERTIFICATE OF AUTHORIZATION
LSF000953

SHEET INDEX	REVISIONS:	DRAWN BY:	JTD	DRAWING NUMBER
SHEET 1: COVER SHEET	△ REVISED ON 4-2-24 TO ADDRESS COMMENTS FROM THE CITY OF VILLA RICA.	FIELD WORK:	TR, KR	1 1 OF 9 SHEETS
SHEET 2: ZONING INFORMATION	△	DATE:	03-20-2024	
SHEET 3: NOTES SHEET	△	JOB NO.:	2021-324	
SHEET 4: TOTAL LAYOUT	△	SCALE:	AS SHOWN	
SHEET 5: PHASE 2A LAYOUT 1	△			
SHEET 6: PHASE 2A LAYOUT 2				
SHEET 7: PHASE 2A LAYOUT 3				
SHEET 8: PHASE 2A LAYOUT 4				
SHEET 9: PHASE 2A LAYOUT 5				

PHASE 2A ZONING INFORMATION

Watermist Node – Phase IIA

- The maximum number of proposed lots = 56 single family detached lots
- The lots to be a minimum width of 70 feet. The minimum lot size to be 8,000 sf.
- The total area of the Phase IIA node is 36.17 acres.
- Approximately 1.5 dwellings per acre.
- The setbacks proposed for the Phase IIA node are equivalent to the Watermist Phase 1:
 - Front Setback = 25 feet
 - Side Setback = 7.5 feet for ranch plan
= 10 feet for two-story plan
 - Rear Setback = 25 feet
 - House Separation Minimum = 15 feet for ranch plan
= 20 feet for two-story plan
- The minimum heated square footage for the houses is as follows:
 - Ranch Plan = 2,200 sf minimum
 - Two-story Plan = 2,600 sf minimum
 - Average Square Footage 2,750 sf.
- The houses will meet the below specifications:
 - Minimum front façade of 33% brick, stone, or stucco.
 - Exterior Façade Material:
 - Full-depth brick
 - Natural or cast stone
 - Smooth natural-wood siding and/or cement-based siding
 - Shake siding
 - If combined: horizontally, with the heavier below the lighter
 - No exterior blank, windowless walls will be constructed.
 - Roofs may be shingles, tiles, or metal.
 - Roof shingles will be slate, cedar, or asphalt.
 - Front gables may use painted fish-scale style shingles
 - Roof tiles will be clay, terra cotta, or concrete.
 - Roofs shall have a 12” overhang past the façade of the house.
 - Gutters and downspouts to match. They are to be copper, aluminum, or galvanized steel.
 - Chimneys:
 - Wrapped in brick, stone, or suitable masonry finish material.
 - Shall begin at grade (for exterior walls) and
 - Extend between 3 and 6 feet above the roofline
 - If dormers are included, they will not be taller than the main roof.
 - The house plans will have front or side loaded garages.
 - Driveway width to be a minimum of 20 ft., two-car garage.
 - Street lighting will be provided throughout the development.
 - Sidewalks will be provided throughout the development on at least one side of internal streets.
 - All mechanical units will be screened from the right-of-way with landscaping.

Old: 63 lots at 7000 sft
New = 8000 sft
Ratio = 7000/8000
=0.875
0.875*63 = 56 lots

General Provisions

- In the event of a conflict between these requirements and any current or future versions of the City’s Zoning Ordinance, these requirements control.
- A total number of 790 single family units and 517 multi-family units will be added to the existing Master Plan.
- These revised development standards and accompanying map supersede any and all prior PUD approvals or maps of this development.
- The Site Plan prepared by Hayes, James dated June 2, 2021 is incorporated into this PUD approval.
- To facilitate City approval of future development of each pod, the following shall be required:
 - Submittal of a site plan by the developer/builder, which complies with the site plan requirements set forth in the Villa Rica Zoning Ordinance.
 - Review and approval by the Planning Commission if site plan complies with these regulations.
 - In the event the Planning Commission does not approve the site plan, then the developer may either revise it or appeal the denial to the City Council.
- Declarant will provide two additional amenity locations within the Mirror Lakes community. Amenity Area (AA) number 1 shall be located within the residential area referred to on the revised master plan as Northwood Phase 2.
AA number one shall include a pool, cabana style facility to include exercise room and party room, pickleball courts and bocce ball lanes.
Amenity Area number 2 shall be located within the residential area referred to on the revised master plan as Fairway 16 or Fairway 17. Said AA shall be developed for the purpose of providing a building suitable for community events. Building standards for this facility shall be equal to or greater than the existing amenity facilities within the Mirror Lakes community.
- Declarant reserves the right to relocate the amenities site number 1, provided said site remains within the Northwood community.
Declarant reserves the right to relocate amenity site number 2 provided said site remains within Fairway 16 or Fairway 17 areas.

DRAWING NUMBER

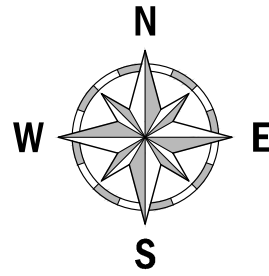
2

2 OF 9 SHEETS

FINAL SUBDIVISION PLAT
WATERMIST PHASE 2A AT MIRROR LAKE
PREPARED FOR
PULTE HOME COMPANY, LLC
LOCATED IN LAND LOTS 173, 174, 179, & 180, 2ND LAND DISTRICT
5TH SECTION, CITY OF VILLA RICA, DOUGLAS COUNTY, GA

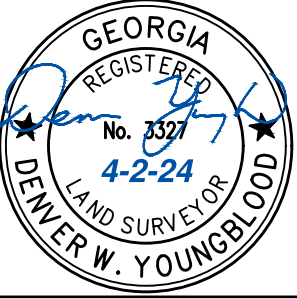


Approved
April 23, 2024
3:48 PM
Bobby C. Elliott, PE
City Engineer



GRID NORTH
GA. WEST ZONE

CERTIFICATE OF
AUTHORIZATION # LSF000953



40 JOE KENNEDY BLVD.
STATESBORO, GA 30458
(912) 489-7112 OFFICE
(912) 489-7125 FAX

NORTHWINDS III
2500 NORTHWINDS PKWY.
SUITE 360
ALPHARETTA, GA 30009
(404) 893-1618 OFFICE



REVISIONS:

REVISED ON 4-2-24 TO ADDRESS COMMENTS FROM THE CITY OF VILLA RICA.



FIELD EQUIPMENT
TRIMBLE RTK GPS
MAGNETIC LOCATOR
TRIMBLE ACCESS
TRIMBLE S8 ROBOT

PRECISION DATA
E.O.C. FIELD
1 / 23.413
00° 00' 03.8"
NETWORK LEAST SQUARES
E.O.C. PLAT
1 / 2.877 220

DRAWN BY:	JTD
FIELD WORK:	TR, KR
DATE:	03-20-2024
JOB NO.:	2021-324
SCALE:	AS SHOWN

PHASE 2A NOTES

DRAWING NUMBER

3

3 OF 9 SHEETS

FINAL SUBDIVISION PLAT

WATERMIST PHASE 2A AT MIRROR LAKE

PREPARED FOR

PULTE HOME COMPANY, LLC

LOCATED IN LAND LOTS 173, 174, 179, & 180, 2ND LAND DISTRICT

5TH SECTION, CITY OF VILLA RICA, DOUGLAS COUNTY, GA

LINE TABLE -- PHASE 2A		
LINE	BEARING	DISTANCE
L1	N 84°39'01"W	60.76'
L2	S 81°45'15"E	50.23'
L3	N 19°37'15"E	67.79'
L4	N 29°20'04"W	27.15'
L5	N 58°26'40"W	39.09'
L6	N 23°49'02"E	27.23'
L7	N 57°48'12"E	31.26'
L8	N 40°37'11"E	43.22'
L9	S 81°18'02"E	67.61'
L10	N 37°19'58"E	49.54'
L11	N 40°30'55"E	47.97'
L12	N 07°33'01"E	73.74'
L13	S 79°34'39"E	38.08'
L14	N 14°09'12"W	21.81'
L15	N 44°45'27"W	74.86'
L16	N 45°30'13"W	66.22'
L17	N 38°48'41"W	48.81'
L18	N 19°51'03"W	83.07'
L19	N 28°37'11"W	88.55'
L20	N 23°14'47"W	49.33'
L21	N 05°54'59"W	27.20'
L22	N 40°41'20"E	19.37'
L23	N 49°49'56"E	45.31'
L24	N 61°49'08"E	34.54'
L25	N 84°03'10"E	60.30'
L26	N 65°36'36"E	44.17'
L27	N 78°18'29"E	30.78'
L28	N 85°19'27"E	47.59'
L29	S 89°20'38"E	42.76'
L30	N 86°29'44"E	26.50'
L31	S 77°07'19"E	58.48'
L32	N 39°45'37"E	31.72'
L33	N 67°47'37"E	20.64'
L34	N 86°35'01"E	25.32'
L35	S 65°58'45"E	20.09'
L36	S 35°42'06"E	14.99'
L37	S 15°26'32"E	47.25'
L38	S 07°56'40"E	50.83'
L39	S 45°16'49"E	31.99'
L40	S 27°29'48"E	37.35'
L41	S 09°36'56"E	50.49'
L42	S 50°28'46"E	29.04'
L43	S 32°15'31"E	29.65'
L44	N 26°06'35"E	40.67'
L45	N 04°22'53"E	68.83'
L46	N 11°34'21"W	29.41'
L47	N 11°25'57"W	59.95'
L48	N 00°26'10"W	46.55'

LINE TABLE -- PHASE 2A		
LINE	BEARING	DISTANCE
L49	N 27°57'16"E	42.48'
L50	N 15°07'18"W	27.32'
L51	N 29°41'21"E	43.15'
L52	N 58°44'36"E	37.29'
L53	N 85°06'19"E	40.28'
L54	N 79°55'37"E	47.61'
L55	S 89°59'30"E	84.40'
L56	S 47°08'34"E	14.52'
L57	S 29°03'16"E	49.88'
L58	S 17°11'55"E	32.36'
L59	S 03°24'19"W	57.22'
L60	S 33°33'36"E	69.56'
L61	S 23°35'13"E	47.97'
L62	S 19°21'41"E	37.68'
L63	S 01°53'56"W	15.68'
L64	S 50°24'24"W	15.43'
L65	S 37°13'10"E	40.36'
L66	N 74°39'02"E	19.57'
L67	S 69°13'44"E	41.15'
L68	S 29°49'26"E	38.00'
L69	N 66°37'34"E	22.37'
L70	S 48°42'39"E	27.11'
L71	S 32°09'45"E	46.35'
L72	S 64°11'55"E	33.63'
L73	N 62°49'32"E	20.80'
L74	N 81°48'01"E	71.88'
L75	N 86°57'05"E	3.66'
L76	S 81°29'21"E	57.64'
L77	S 36°26'50"E	55.83'
L78	N 71°10'11"W	57.91'
L79	S 71°10'11"E	57.27'
L80	N 09°58'16"E	59.20'
L81	N 29°56'49"E	60.37'
L82	N 39°32'26"E	14.86'
L83	N 06°43'00"W	19.95'
L84	N 06°43'00"W	19.95'
L85	N 36°26'50"W	55.84'
L86	S 06°43'00"E	14.36'
L87	S 69°53'51"W	66.86'
L88	S 26°50'23"E	27.50'
L89	S 63°09'32"W	63.00'
L90	S 63°09'32"W	3.36'
L91	N 23°40'37"W	51.06'
L92	N 26°18'27"W	14.48'
L93	N 26°18'27"W	47.19'
L94	N 35°36'48"W	41.97'
L95	N 35°36'48"W	5.19'
L96	S 35°36'48"E	12.44'
L97	S 35°36'48"E	34.72'

LINE TABLE -- PHASE 2A		
LINE	BEARING	DISTANCE
L98	S 26°18'27"E	21.50'
L99	S 26°18'27"E	40.17'
L100	S 23°40'37"E	51.06'
L101	S 49°00'35"W	23.63'
L102	N 49°00'35"E	26.17'
L103	N 85°35'36"E	8.95'
L104	N 63°09'32"E	7.29'
L105	N 63°09'32"E	62.21'
L106	N 40°59'25"W	51.03'
L107	N 13°37'23"W	49.23'
L108	N 44°43'16"W	47.64'
L109	N 57°02'06"W	87.71'
L110	N 60°36'58"W	36.01'
L111	N 37°48'52"W	47.92'
L112	N 37°48'52"W	32.69'
L113	N 15°22'59"W	48.91'
L114	N 28°31'22"W	48.45'
L115	N 28°23'27"W	89.98'
L116	N 04°32'24"E	24.96'
L117	N 04°32'24"E	18.90'
L118	S 88°27'29"E	84.86'
L119	S 66°40'35"E	54.11'
L120	S 71°09'26"E	67.76'
L121	S 71°09'26"E	17.38'
L122	S 11°36'08"W	16.93'
L123	S 11°36'08"W	21.59'
L124	S 00°27'35"W	55.38'
L125	S 06°45'25"E	26.40'
L126	N 63°41'33"E	81.96'
L127	N 85°35'36"E	24.06'
L128	N 85°35'36"E	15.00'
L129	N 85°35'36"E	44.41'
L130	N 78°51'01"E	37.42'
L131	N 78°51'01"E	42.56'
L132	N 47°07'56"W	62.13'
L133	S 06°20'38"W	25.00'
L134	N 69°53'51"E	66.86'
L135	S 35°23'03"E	66.95'
L136	S 35°23'03"E	10.49'
L137	S 08°50'44"E	76.75'
L138	S 18°45'40"W	40.64'
L139	S 63°09'32"W	99.10'
L140	S 38°19'39"E	72.83'
L141	S 49°18'13"E	53.69'
L142	N 74°40'53"E	53.66'
L143	N 74°40'53"E	74.97'
L144	S 26°50'28"E	36.68'
L145	N 63°09'32"E	23.04'
L146	N 63°09'32"E	88.00'

CURVE TABLE -- PHASE 2A				
CURVE	BEARING	RADIUS	ARC	CHORD
C1	N 05°21'57"E	405.00'	101.15'	100.89'
C2	N 19°11'53"E	405.00'	94.40'	94.19'
C3	N 30°04'23"E	405.00'	59.34'	59.28'
C4	N 39°08'01"E	405.00'	68.76'	68.67'
C5	N 44°14'35"E	405.00'	3.48'	3.48'
C6	S 32°38'17"W	227.00'	93.90'	93.24'
C7	S 07°02'06"W	227.00'	108.97'	107.93'
C8	S 20°06'06"E	241.00'	112.60'	111.58'
C9	S 34°58'01"E	241.00'	12.45'	12.45'
C10	N 25°34'14"W	201.00'	76.31'	75.85'
C11	N 08°06'04"W	201.00'	46.26'	46.16'
C12	N 20°57'00"W	141.00'	76.03'	75.12'
C13	S 28°45'27"E	301.00'	80.80'	80.56'
C14	S 14°39'09"E	301.00'	67.40'	67.26'
C15	S 07°28'36"E	301.00'	7.99'	7.99'
C16	S 01°20'00"E	287.00'	53.94'	53.86'
C17	S 10°45'12"W	287.00'	67.15'	67.00'
C18	S 24°09'33"W	287.00'	67.15'	67.00'
C19	S 37°40'32"W	287.00'	68.26'	68.10'
C20	N 38°06'38"E	345.00'	76.25'	76.09'
C21	N 23°03'56"E	345.00'	104.94'	104.53'
C22	N 05°38'17"E	345.00'	104.94'	104.53'
C23	S 67°21'11"W	25.00'	36.20'	33.12'
C24	S 75°35'57"E	225.00'	34.79'	34.76'
C25	S 86°06'47"E	225.00'	47.78'	47.70'
C26	N 68°06'08"W	25.00'	21.03'	20.41'
C27	S 54°58'08"E	50.00'	19.13'	19.02'
C28	N 81°00'38"E	50.00'	57.70'	54.55'
C29	N 19°26'48"E	50.00'	49.75'	47.72'
C30	N 37°33'49"W	50.00'	49.75'	47.72'
C31	S 76°46'20"W	50.00'	64.85'	60.40'
C32	N 43°54'57"E	25.00'	3.75'	3.75'
C33	N 68°00'39"E	25.00'	17.27'	16.93'
C34	S 81°41'00"E	175.00'	64.22'	63.86'
C35	S 29°19'28"E	25.00'	36.52'	33.36'
C36	S 18°12'19"W	25.00'	45.11'	39.23'
C37	S 72°44'44"W	275.00'	27.34'	27.33'
C38	S 89°55'20"W	275.00'	137.54'	136.12'
C39	N 61°25'15"W	275.00'	137.54'	136.12'
C40	N 36°58'00"W	275.00'	97.20'	96.69'
C41	S 56°55'20"E	50.00'	46.66'	44.98'
C42	N 69°36'21"E	50.00'	46.67'	44.99'
C43	N 27°14'52"W	50.00'	122.37'	94.04'
C44	S 62°06'06"E	25.00'	30.77'	28.87'

CENTERLINE LINE TABLE -- PHASE 2A		
LINE	BEARING	DISTANCE
CLL1	N 71°10'11"W	30.00'
CLL2	N 71°10'11"W	79.68'
CLL3	S 87°48'10"W	260.45'
CLL4	S 69°53'51"W	30.00'
CLL5	S 69°53'51"W	97.73'
CLL6	N 26°50'28"W	3.18'
CLL7	N 26°50'19"W	257.22'
CLL8	S 63°09'32"W	116.36'
CLL9	S 85°35'36"W	142.35'
CLL10	S 49°00'35"W	96.88'
CLL11	N 23°40'37"W	97.47'
CLL12	N 26°18'27"W	61.67'
CLL13	N 35°36'48"W	103.06'

CURVE TABLE -- PHASE 2A				
CURVE	BEARING	RADIUS	ARC	CHORD
C45	S 18°09'32"W	25.00'	39.27'	35.36'
C46	S 74°22'34"W	125.00'	48.94'	48.63'
C47	N 85°19'07"E	325.00'	3.12'	3.12'
C48	N 79°47'24"E	325.00'	59.60'	59.52'
C49	N 64°34'13"W	25.00'	35.69'	32.73'
C50	S 24°59'32"E	325.00'	14.92'	14.92'
C51	S 28°25'13"E	325.00'	23.97'	23.96'
C52	S 33°04'24"E	325.00'	28.82'	28.81'
C53	N 11°31'07"W	25.00'	21.03'	20.41'
C54	S 16°05'11"E	50.00'	50.03'	47.97'
C55	S 72°38'00"E	50.00'	48.67'	46.77'
C56	N 51°35'56"E	50.00'	48.67'	46.77'
C57	N 04°10'09"W	50.00'	48.67'	46.77'
C58	N 57°55'41"W	50.00'	45.16'	43.64'
C59	S 59°42'29"E	25.00'	21.03'	20.41'
C60	S 30°57'37"E	275.00'	44.67'	44.62'
C61	S 24°59'32"E	275.00'	12.63'	12.62'
C62	S 17°12'59"W	25.00'	35.69'	32.73'
C63	N 53°33'35"E	325.00'	51.62'	51.56'
C64	N 11°20'20"W	50.00'	105.33'	86.91'
C65	S 80°25'43"W	50.00'	48.67'	46.77'
C66	S 15°30'46"W	50.00'	64.63'	60.23'
C67	N 13°44'44"E	25.00'	30.77'	28.87'
C68	N 56°30'29"E	275.00'	71.98'	71.77'
C69	N 74°47'59"E	275.00'	103.61'	103.00'
C70	S 83°47'20"W	175.00'	11.02'	11.02'
C71	S 72°34'18"W	175.00'	57.50'	57.24'
C72	S 75°41'03"E	25.00'	35.92'	32.91'
C73	N 44°36'28"W	325.00'	114.36'	113.77'
C74	N 82°23'43"W	325.00'	314.33'	302.22'
C75	S 58°24'00"E	25.00'	45.12'	39.24'
C76	N 37°17'08"W	205.84'	205.38'	196.96'
C77	N 19°43'06"E	205.84'	204.21'	195.94'
C78	N 71°01'53"E	205.84'	164.49'	160.14'
C79	S 75°24'09"E	205.84'	76.70'	76.25'
C80	S 58°09'28"E	205.84'	47.21'	47.11'
C81	S 83°50'44"E	355.00'	103.49'	103.12'
C82	N 39°55'45"E	535.00'	75.97'	75.91'
C83	S 32°38'16"W	97.00'	40.13'	39.84'
C84	S 07°02'05"W	97.00'	46.57'	46.12'
C85	S 71°56'15"W	306.93'	107.51'	106.96'
C86	S 47°13'42"W	180.00'	33.40'	33.35'
C87	S 80°25'43"W	180.00'	175.20'	168.37'

CENTERLINE CURVE TABLE -- PHASE 2A				
CURVE	BEARING	RADIUS	ARC	CHORD
CLC1	S 81°41'00"E	200.00'	73.40'	72.99'
CLC2	N 68°28'14"W	300.00'	435.97'	398.61'
CLC3	S 74°22'34"W	150.00'	58.73'	58.36'
CLC4	N 75°57'30"E	300.00'	100.90'	100.42'
CLC5	N 57°39'59"E	300.00'	90.65'	90.31'
CLC6	S 24°59'32"E	300.00'	13.77'	13.77'
CLC7	S 30°57'37"E	300.00'	48.73'	48.67'

STORM LEGEND

SWCB

DWCB

OCS

JB

YI

PI

HW

= SINGLE WING CATCH BASIN

= DOUBLE WING CATCH BASIN

= OUTLET CONTROL STRUCTURE

= JUNCTION BOX

= YARD INLET

= PEDESTAL INLET

= HEADWALL

PIPE LEGEND

RCP

CMP

HDPE

DIP

PVC

= REINFORCED CONCRETE PIPE

= CORRUGATED METAL PIPE

= HIGH DENSITY POLYETHYLENE PIPE

= D

PHASE 2A TOTAL LAYOUT



A circular professional seal for a registered professional surveyor in the state of Georgia. The outer ring of the seal contains the text "GEORGIA" at the top and "DENVER W. YOUNGBLOOD" at the bottom. Inside this ring, the words "REGISTERED" and "LAND SURVEYOR" are written in a semi-circle. In the center of the seal, the number "No. 3327" is printed, with the date "4-2-24" written below it in blue ink. A blue ink signature, which appears to be "Denver W. Youngblood", is written across the seal, overlapping the "REGISTERED" and "LAND SURVEYOR" text. There are also two small blue stars on either side of the central text.

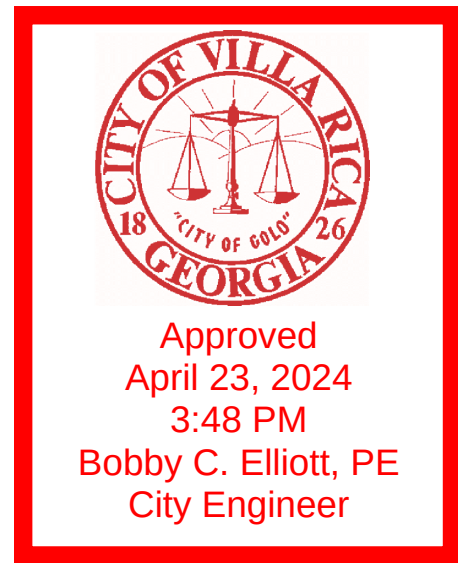


**MAXWELL-REDDICK
AND ASSOCIATES**

ENGINEERING &

		GRAPHIC SCALE - 1" = 150'	
PRECISION DATA		FIELD EQUIPMENT	
E.O.C. FIELD	1 / 23.413	TRIMBLE F12 GPS	
VERT. ANGLE	00° 00' 00"	TRIMBLE SC80 TOTAL STATION	
ADJ. METHOD	NETWORK LEAST SQUARES	TRIMBLE ACCESS	

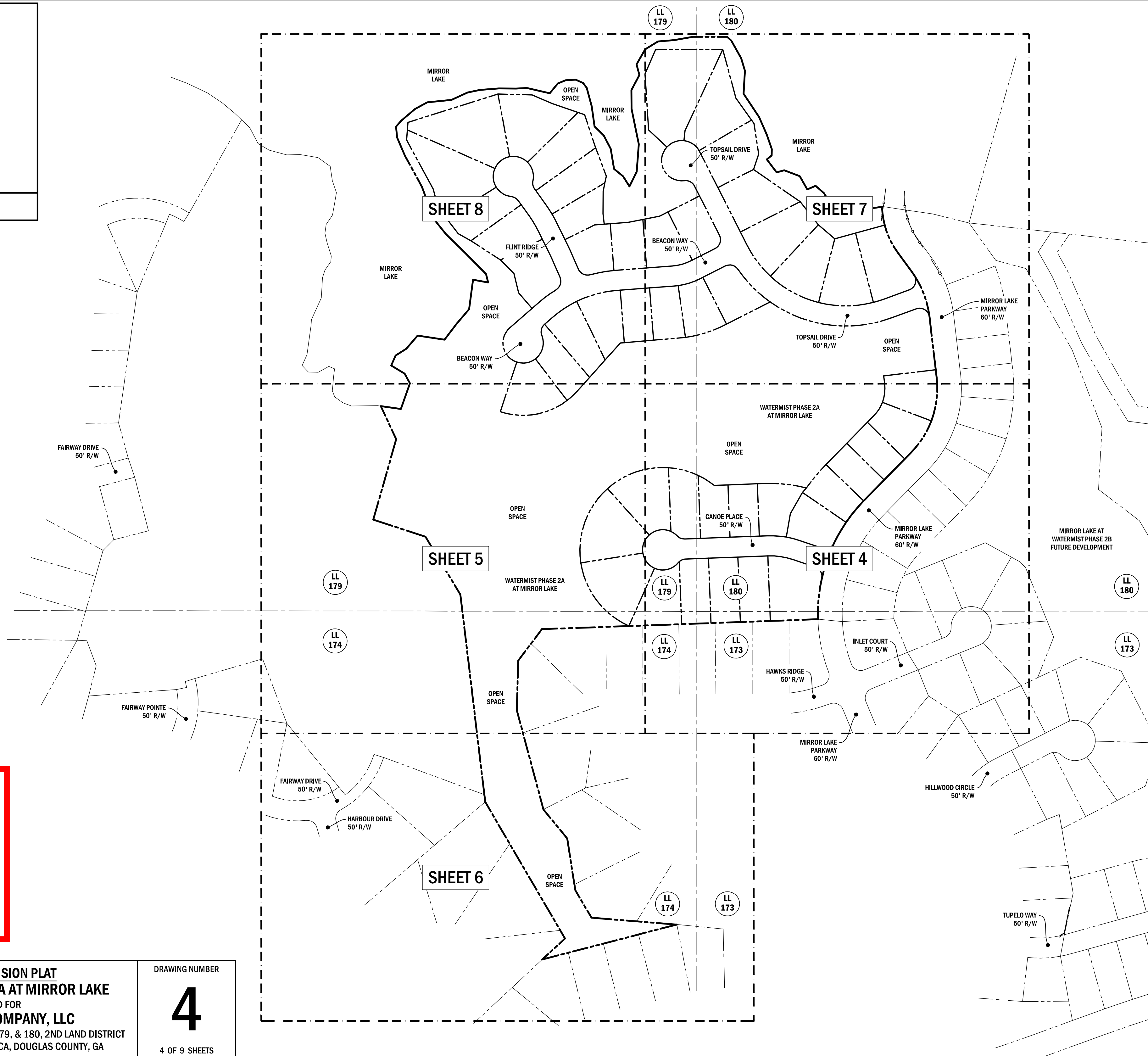
DRAWN BY:	JTD
FIELD WORK:	TR, KR
DATE:	03-20-2024
JOB NO.:	2021-324



<u>FINAL SUBDIVISION PLAT</u> WATERMIST PHASE 2A AT MIRROR LAKE PREPARED FOR PULTE HOME COMPANY, LLC LOCATED IN LAND LOTS 173, 174, 179, & 180, 2ND LAND DISTRICT 5TH SECTION, CITY OF VILLA RICA, DOUGLAS COUNTY, GA	DRAWING NUMBER 4 4 OF 9 SHEETS
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4

4 OF 9 SHEETS





Approved
April 23, 2024
3:48 PM
Bobby C. Elliott, PE
City Engineer

PHASE 2A LAYOUT 1

WATERMIST PHASE 2A
AT MIRROR LAKE
OPEN SPACE
784,195.03 SF
18.003 AC

LOT 008-2A
17,139.59 SF
0.393 AC

LOT 007-2A
19,711.20 SF
0.453 AC

LOT 006-2A
19,951.00 SF
0.458 AC

LL 179

LL 174

LOT 34

LOT 35

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LOT 339

LOT 340

LOT 341

LOT 342

LOT 343

LOT 344

LOT 345

LOT 346

LOT 347

LOT 348

PHASE 2A LAYOUT 2

JLC MIRROR LAKE SUB 1, LLC
 PORTION OF PARCEL# 01790250021
 PROPOSED SOUTH HARBOUR UNIT 2B
 CURRENT ZONING: PUD

SSMH

25'

50'

75'

SSMH

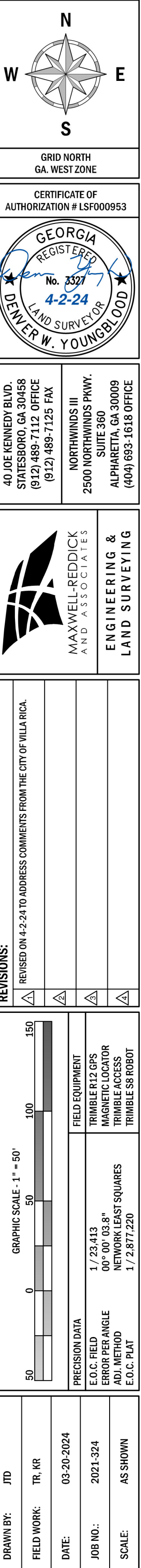
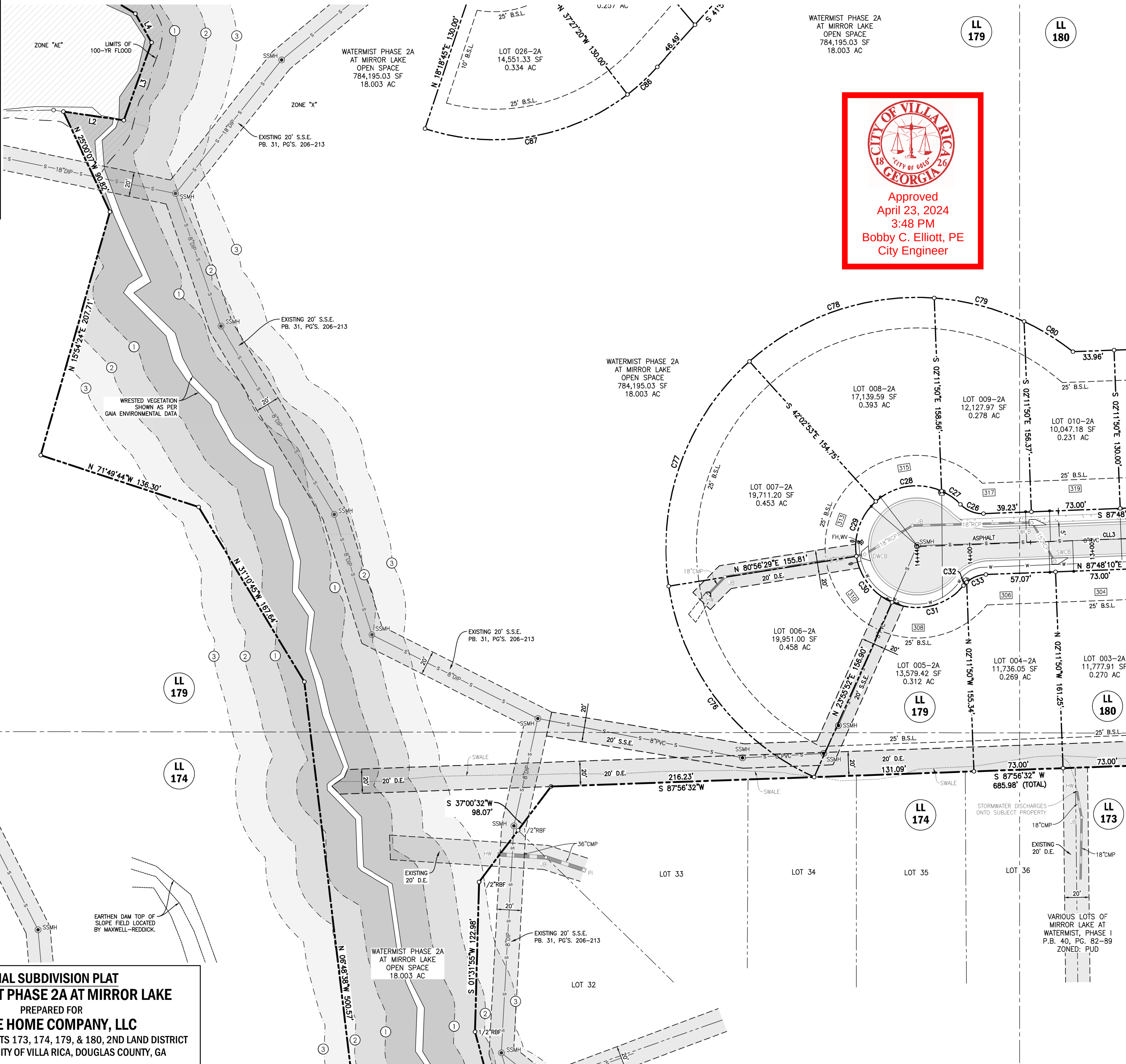
0 100

BUFFER LEGEND

①	= 25' STATE WATERS BUFFER
②	= 50' UNDISTURBED BUFFER
③	= 75' IMPERVIOUS SETBACK

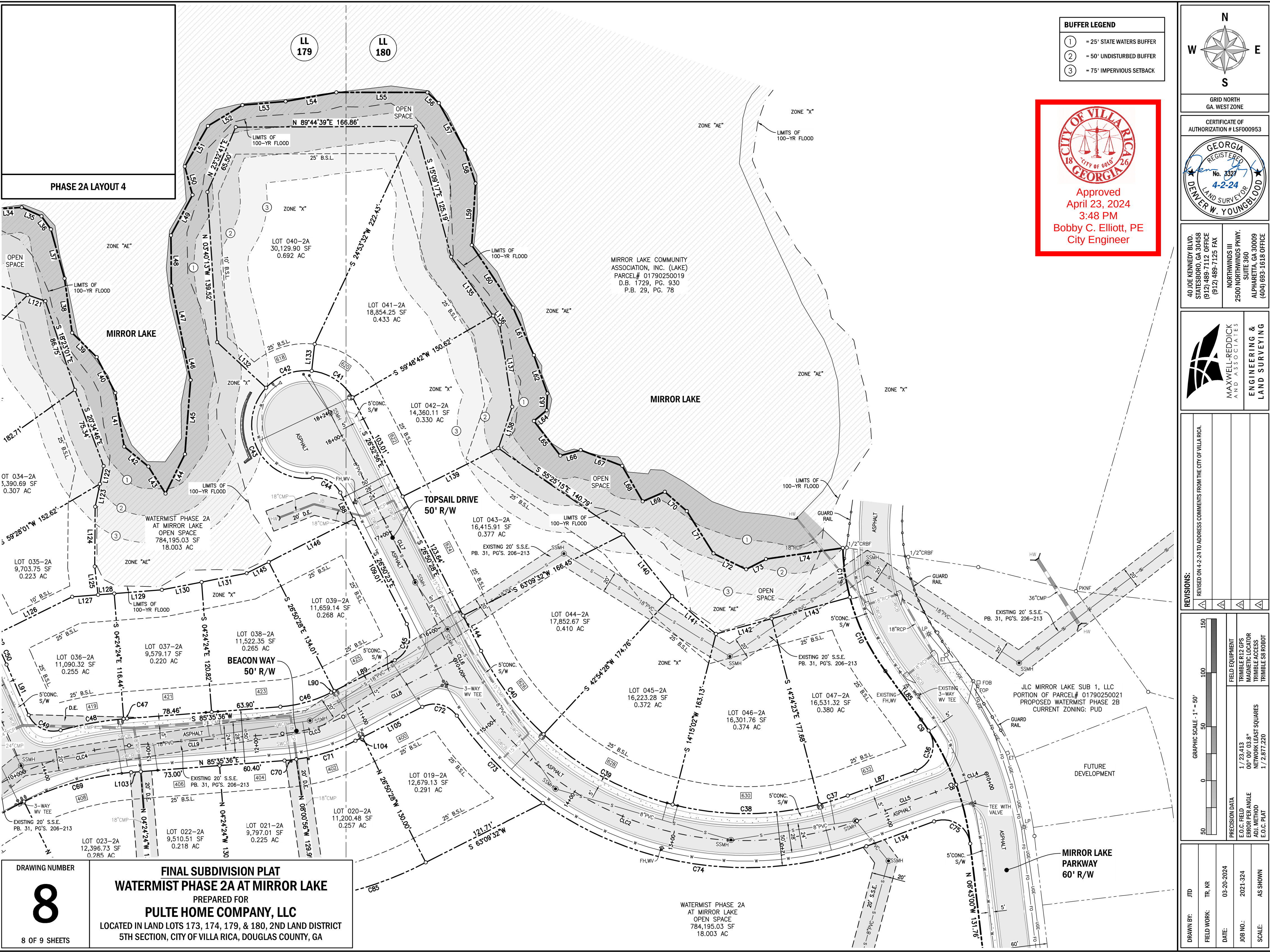
DRAWING NUMBER 6 6 OF 9 SHEETS	FINAL SUBDIVISION PLAT WATERMIST PHASE 2A AT MIRROR LAKE PREPARED FOR PULTE HOME COMPANY, LLC LOCATED IN LAND LOTS 173, 174, 179, & 180, 2ND LAND DISTRICT 5TH SECTION, CITY OF VILLA RICA, DOUGLAS COUNTY, GA
--	--

FINAL SUBDIVISION PLAT
WATERMIST PHASE 2A AT MIRROR LAKE
 PREPARED FOR
PULTE HOME COMPANY, LLC
 LOCATED IN LAND LOTS 173, 174, 179, & 180, 2ND LAND DISTRICT
 5TH SECTION, CITY OF VILLA RICA, DOUGLAS COUNTY, GA





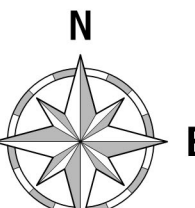
Approved
 April 23, 2024
 3:48 PM
 Bobby C. Elliott, PE
 City Engineer



BUFFER LEGEND	
①	= 25' STATE WATERS BUFFER
②	= 50' UNDISTURBED BUFFER
③	= 75' IMPERVIOUS SETBACK

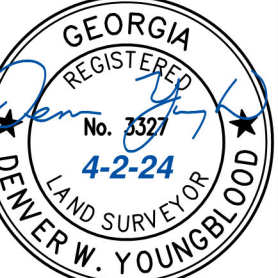


Approved
April 23, 2024
3:48 PM
Bobby C. Elliott, PE
City Engineer



GRID NORTH
GA. WEST ZONE

CERTIFICATE OF
AUTHORIZATION # LSF000953



4-2-24
LAND SURVEYOR
DENVER W. YOUNGBLOOD

40 JOE KENNEDY BLVD.
STATESBORO, GA 30458
(912) 489-7112 OFFICE
(912) 489-7125 FAX

NORTHWINDS III
2500 NORTHWINDS PKWY.
SUITE 360
ALPHARETTA, GA 30009
(404) 893-1618 OFFICE



MAXWELL-REDDICK
AND ASSOCIATES
ENGINEERING &
LAND SURVEYING

REVISIONS:	
Δ	REVISED ON 4-2-24 TO ADDRESS COMMENTS FROM THE CITY OF VILLA RICA.
Δ	
Δ	
Δ	

GRAPHIC SCALE - 1" = 60'	
150	
100	
50	
0	

FIELD EQUIPMENT	
TRIMBLE RTK GPS	
MAGNETIC LOCATOR	
TRIMBLE ACCESS	
TRIMBLE S8 ROBOT	

PRECISION DATA	
1 / 23.413	
00° 00' 03.8"	
NETWORK LEAST SQUARES	
ADJ. METHOD	
1 / 2,877,220	

DRAWN BY:	JTD
FIELD WORK:	TR, KR
DATE:	03-20-2024
JOB NO.:	2021-324
SCALE:	AS SHOWN

PHASE 2A LAYOUT 4

DRAWING NUMBER

8

8 OF 9 SHEETS

FINAL SUBDIVISION PLAT
WATERMIST PHASE 2A AT MIRROR LAKE
PREPARED FOR
PULTE HOME COMPANY, LLC
LOCATED IN LAND LOTS 173, 174, 179, & 180, 2ND LAND DISTRICT
5TH SECTION, CITY OF VILLA RICA, DOUGLAS COUNTY, GA

PHASE 2A LAYOUT 5

MIRROR LAKE COMMUNITY
ASSOCIATION, INC. (LAKE)
PARCEL# 01790250019
D.B. 1729, PG. 930
P.B. 29, PG. 78



Approved
April 23, 2024
3:48 PM
Bobby C. Elliott, PE
City Engineer

DRAWING NUMBER

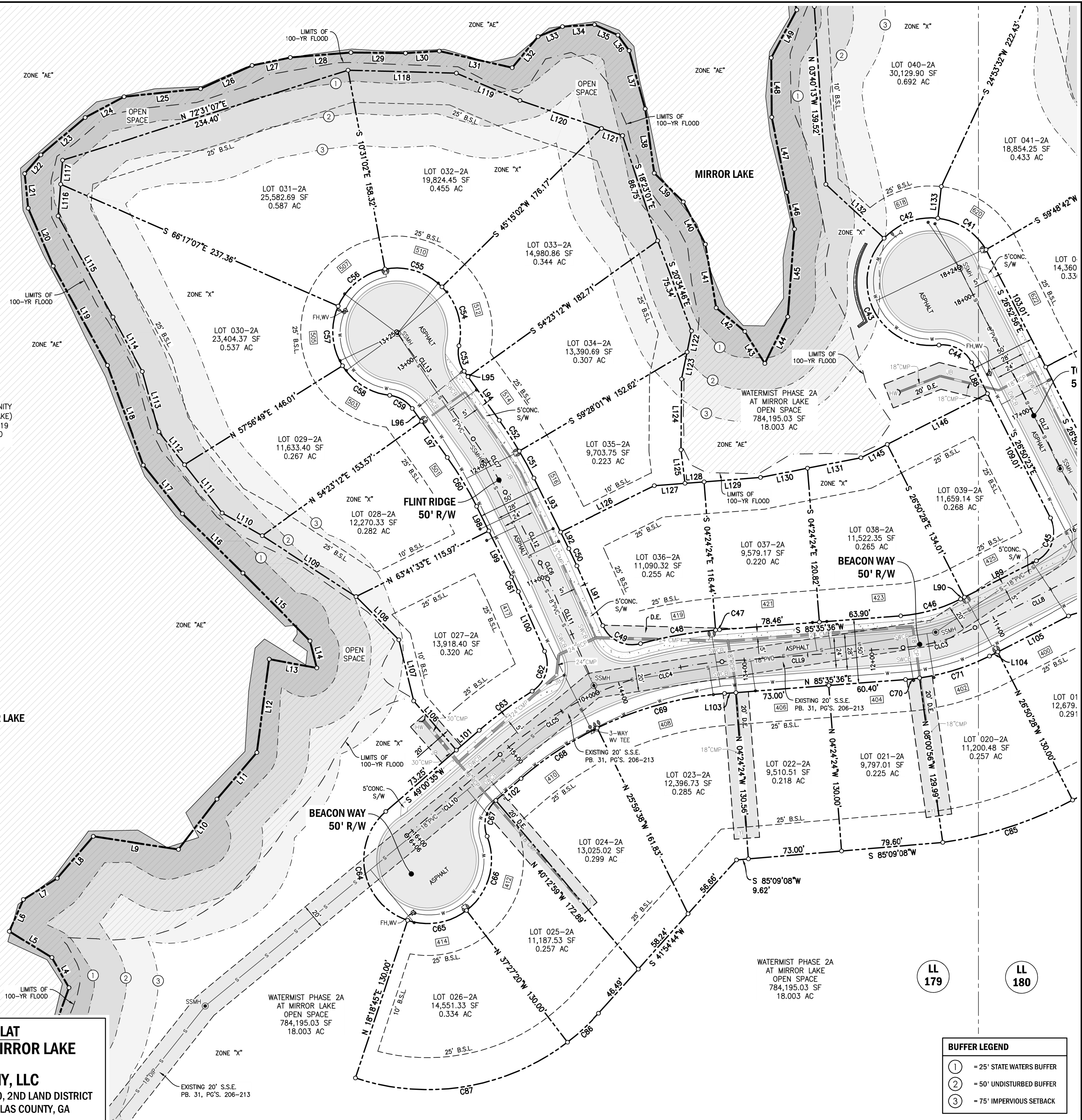
9

9 OF 9 SHEETS

FINAL SUBDIVISION PLAT
WATERMIST PHASE 2A AT MIRROR LAKE

PREPARED FOR
PULTE HOME COMPANY, LLC

LOCATED IN LAND LOTS 173, 174, 179, & 180, 2ND LAND DISTRICT
5TH SECTION, CITY OF VILLA RICA, DOUGLAS COUNTY, GA

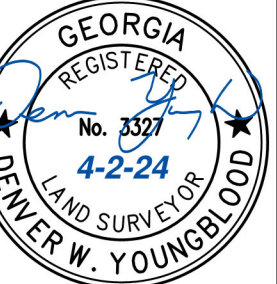


BUFFER LEGEND

- ① = 25' STATE WATERS BUFFER
- ② = 50' UNDISTURBED BUFFER
- ③ = 75' IMPERVIOUS SETBACK

GRID NORTH
GA. WEST ZONE

CERTIFICATE OF
AUTHORIZATION # LSF000953



40 JOE KENNEDY BLVD.
STATESBORO, GA 30458
(912) 489-7112 OFFICE
(912) 489-7125 FAX

NORTHWINDS III
2500 NORTHWINDS PKWY.
SUITE 360
ALPHARETTA, GA 30009
(404) 693-1618 OFFICE



REVISIONS:

NO.	DATE	DESCRIPTION
1	03-20-2024	REVISED ON 4-2-24 TO ADDRESS COMMENTS FROM THE CITY OF VILLA RICA.

GRAPHIC SCALE: 1" = 50'

FIELD EQUIPMENT
TRIMBLE HX2 GPS
MAGNETIC LOCATOR
TRIMBLE ACCESS
TRIMBLE S8 ROBOT

PRECISION DATA
E.O.C. FIELD
00' 00" 03.8"
ADJ. METHOD
1 / 2,877,220

DRAWN BY:	TR. NR.	DATE:	JOB NO.:	SCALE:
JTD		03-20-2024	2021-324	AS SHOWN







CITY OF VILLA RICA
FINANCIAL UPDATE
April 2024

CASH	04-30-2023	04-30-2024	+Incr / -Decr
Total Cash	\$ 32,186,814	\$ 50,671,273	57%
General Fund	\$ 10,530,845	\$ 12,394,041	18%
Water/Sewer Fund*	\$ 7,482,036	\$ 4,867,170	-35%
Sanitation/Solid Waste	\$ 198,071	\$ 299,268	51%
Stormwater	\$ -	\$ 1,092,266	
Eastside TAD Bond Proceeds	\$ -	\$ 13,886,793	
Eastside TAD Debt Service	\$ -	\$ 1,451,026	
2015 Carroll SPLOST	\$ 516,971	\$ 176,650	-66%
2016 Douglas SPLOST	\$ 3,839,110	\$ 3,529,411	-8%
2021 Carroll SPLOST	\$ 6,863,607	\$ 7,619,513	11%
2022 Douglas SPLOST	\$ -	\$ 1,873,067	

*Pending GEFA Reimbursements totaling \$2.3 million

PROPERTY TAXES - YEAR TO DATE

	Budget	April 2024	
Real & Personal - Carroll	\$ 3,498,442	\$ 3,382,162	97%
Real & Personal - Douglas	2,207,237	2,150,384	97%
	\$ 5,705,679	\$ 5,532,546	97%

BUSINESS ACTIVITY - YEAR TO DATE

WATER/SEWER	April 2023	April 2024
Water Revenue	\$ 2,118,601	\$ 2,180,133
Sewer Revenue	2,680,028	2,698,685
Water & Sewer Taps	265,150	929,900
Misc. Revenue	327,739	1,014,852
Transfers In*	12,682	56,295
Total Revenue	\$ 5,404,201	\$ 6,879,864
Utility Administrator	\$ 262,441	\$ 178,552
Sewer Expenses	1,011,724	1,131,588
Water Expenses	876,669	968,224
Dist./Coll. Expenses	611,450	705,902
Interest/Fiscal Agent Expense	2,195	7,482
Depreciation	1,007,909	1,010,996
Transfers Out - Debt Service	2,014,174	2,076,059
Transfers Out - General Fund	802,725	881,146
Total Expenses	\$ 6,589,287	\$ 6,959,949
Net Income (Loss)	\$ (1,185,086)	\$ (80,085)

SELF-FUNDED INSURANCE

BANK BALANCE \$1,518,164

Contributions	Expenses	Savings
Employer + Employee+Misc	Admin + Claims Paid	Difference
Oct - Dec '23	571,937	567,363
Jan - Mar '24	568,772	672,801
Apr '24	195,794	204,139
TOTALS \$ 1,336,503	\$ 1,444,303	\$ (107,800)

GROWTH

<i>Residential</i>	April 2023	April 2024
	# YTD Amount	# YTD Amount
Building Permits	15 \$ 38,118	154 \$ 316,839
Water Taps	30 \$ 45,500	99 \$ 149,800
Sewer Taps	28 \$ 112,000	90 \$ 360,000

OTHER HIGHLIGHTS

	April 2023	April 2024
	One Month	One Month
Carroll Co Sales Tax	\$ 200,338	\$ 213,572
Douglas Co Sales Tax	\$ 185,136	\$ 179,694

**SANITATION/
SOLID WASTE**

	April 2023	April 2024
Sanitation Revenue	\$ 686,228	\$ 736,206
Solid Waste Revenue	269,601	272,841
Transfer In/Misc.	44,906	14,051
Total Revenue	\$ 1,000,735	\$ 1,023,098
Sanitation Expenses	\$ 599,051	\$ 635,672
Solid Waste Expenses	292,117	239,540
Depreciation	40,831	40,831
Transfers Out - General Fund	31,591	34,552
Total Expenses	\$ 963,590	\$ 950,595
Net Income (Loss)	\$ 37,145	\$ 72,504



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Development Agreement - Agreement with Carroll County and Jeff Matthews regarding the design and construction of new street connecting South Street to Commerce Drive

AGENDA DATE: June 11, 2024

DATE PREPARED: May 9, 2024 – revised June 11, 2024

PREPARED BY: C. David Mecklin, Jr. & Kevin W. Drummond, City Attorneys

AMOUNT:

GL ACCOUNT #:

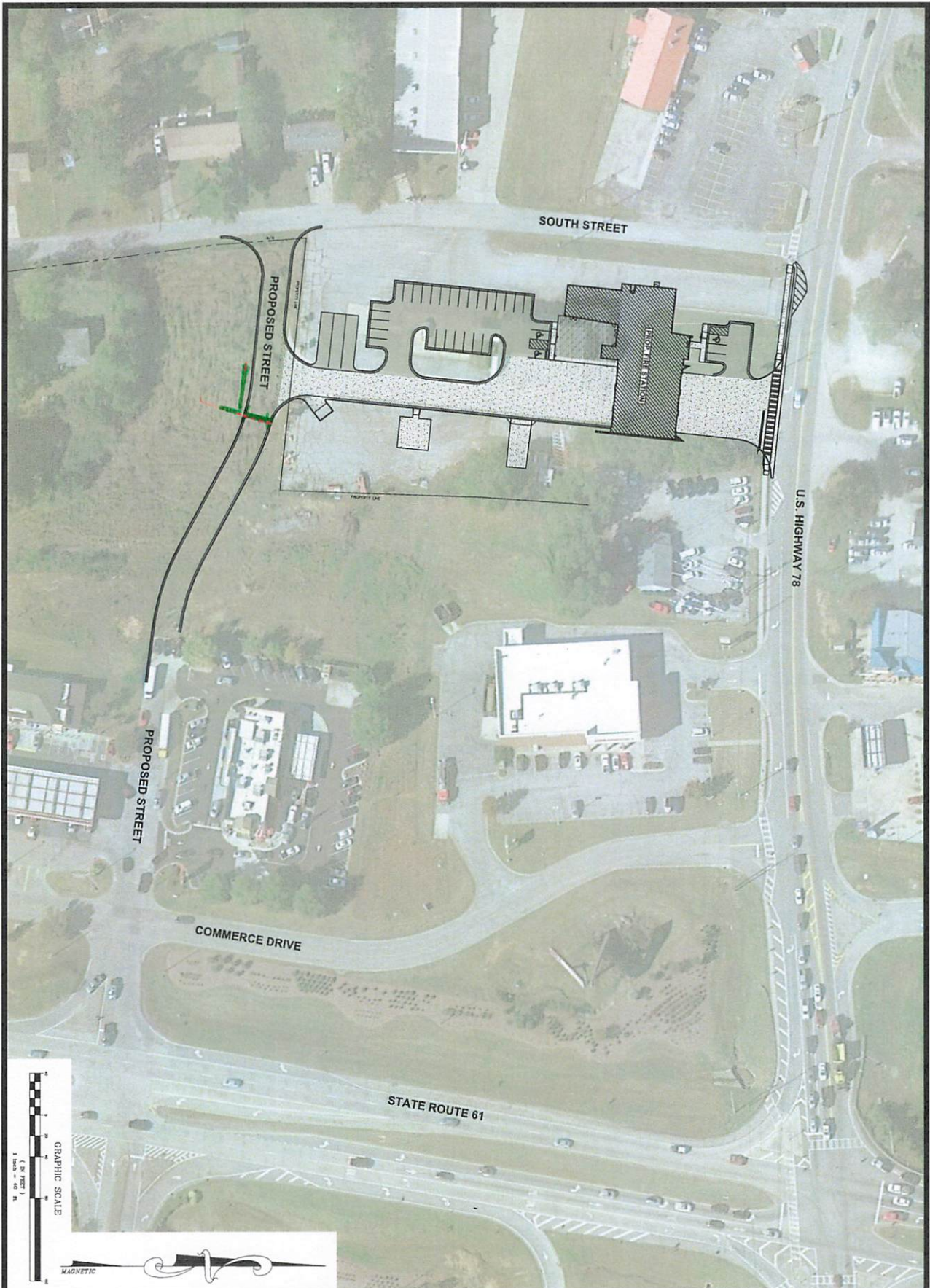
FUNDING SOURCE:

BUDGETED ITEM:

PURPOSE: The City of Villa Rica and Carroll County wish to build a street that connects South Street and Commerce Drive. The proposed street will be adjacent to the fire station currently being constructed. The proposed street will provide additional ingress and egress for the Fire Department. The County will provide the equipment to build the street and the City will reimburse the County for the labor and material costs and pay for the design costs. Jeff and Brenda Matthews own property where the street will be located. The property owners have agreed to donate the property necessary for the construction of the Proposed Street.

STAFF RECOMMENDATION: Staff recommends that the Council approve the Development Agreement attached hereto.

MOTION I move to approve the Development Agreement between the City of Villa Rica, Carroll County and Jeff and Brenda Matthews regarding a proposed street connecting South Street and Commerce Drive.



SHEET 1 OF 1

FILE: PRELIMINARY LAYOUT
SOUTH ST - COMMERCE DRIVE CONNECTOR STREET
 LOCATED IN CITY OF VILLA RICA
 CARROLL COUNTY, GEORGIA

SCALE: 1" = 40'
DATE: 08-27-2023
JOB NUMBER: 1308150
DESIGNED BY: JDB

GW GEORGIA & WEST, INC.
 ENGINEERING • LAND SURVEYING • LAND PLANNING

105 CORPORATE DRIVE
 CARROLLTON, GA. 30117
 E-MAIL: malbox@georgiawest.com

OFFICE (770) 834-4894
 FAX (770) 834-1005

NO.	DATE	REVISION	DESCRIPTION
01	08-27-2023	ADDED PROJECT DIVISION & FUNDING NOTES	
02	09-14-2024	REVISED PROJECT FUNDING NOTES	

DEVELOPMENT AGREEMENT

This Development Agreement dated this _____ day of _____, 2024 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”, Carroll County, by and through its duly elected Chairman and Board (hereinafter referred to as “County”, and Jeff and Brenda Matthews (hereinafter referred to as “Landowner”).

WITNESSETH:

WHEREAS the parties wish to construct a street (herein after referred to as “Proposed Street”) connecting South Street and Commerce Drive in the City of Villa Rica, Georgia; and

WHEREAS the Proposed Street is depicted as “Proposed Street” in a Preliminary Layout prepared by Georgia & West, Inc and attached hereto as “Exhibit A”; and

WHEREAS the County is constructing a Fire Station at the corner of South Street and U.S. Highway 78 in the City of Villa Rica, Georgia (the “Fire Station”) and the Proposed Street will allow the County to have an additional ingress and egress point to the Fire Station; and

WHEREAS the Landowner currently owns property adjacent to the proposed fire station in the City of Villa Rica, Georgia, identified as Tax Parcel No. V070110062, (the “Subject Property”) and the Proposed Street will traverse the Subject Property; and

WHEREAS the City, County, and Landowner intend to construct certain improvements to the Subject Property for the benefit of all parties; and

WHEREAS the construction of the Proposed Street will provide a benefit to all parties and to the citizens of the City of Villa Rica and Carroll County; and

WHEREAS the parties have agreed on a plan to jointly move forward on the planning, design, construction, and installation of the proposed street as described above and as shown on Exhibit “A”.

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 County and Landowner have been authorized pursuant to the codes and ordinances of the City of Villa Rica to begin development and construction of the Proposed Street. The Proposed Street will connect South Street to Commerce Drive as shown in Exhibit “A”. Upon the completion of the Proposed Street, the Proposed Street shall be a public street as a part of the road system of the City of Villa Rica. The County has agreed to and does hereby contract to construct and build the Proposed Street as shown in Exhibit “A”. The City will be responsible for the design and any engineering related to the Proposed Street. The City will be responsible for the design and any engineering related to incorporating and connecting the Proposed Street with the County’s driveway to the Fire Station. The City will be responsible for obtaining any and all federal, state, or local permits required for the construction of the Proposed Street. The City will provide an area for the County to move and deposit any excess spoil material or dirt from the construction of the Proposed Street. The City will reimburse the County for the labor and material costs associated with the construction of the Proposed Street. The County will provide, at its own expense, any equipment necessary for the construction of the Proposed Street.

2. The Landowner will donate that portion of its property, shown on Exhibit "A", that is necessary for the construction of the Proposed Street. The Landowner agrees to execute a right-of-way deed and any other documents necessary to complete this transfer.

~~3. The Proposed Street will be completed in two phases. Phase one, as shown on Exhibit "A", will start as soon as practicable upon execution of this Agreement. The timing of the construction of phase two, as shown on Exhibit "A", will be determined by the City and County at a later date. However, construction of phase two must commence within 2 years from the execution of this agreement or any future obligations of the parties will terminate at that time.~~

3. ~~4.~~ Upon receiving the final approved design plans from the City, the County will provide an estimate of the projected costs for the labor and material costs associated with the Proposed Street.

4. ~~5.~~ The City agrees to reimburse the County within thirty (30) days of final completion of the Proposed Street.

~~6~~5. Except as expressly provided in Paragraphs 1, 3, and 4 above, 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.

~~7~~6. The Landowner hereby grants the City and the County a temporary, non-exclusive, construction and access easement over that portion of the Subject

Property owned by the Landowner and reasonably necessary to enable the County to construct the Proposed Street.

87. 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.

98. Miscellaneous.

a) No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

b) 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 three (3) 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.

Landowner:

Jeff and Brenda Matthews

Attention:

Email:

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.gov

The County:

Michelle Morgan
Chairman
302 Newnan Street
Room 200
Carrollton, Georgia 30117
mmorgan@carrollcountyga.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 (iii) 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

LANDOWNER:

Jeff Matthews

By: _____
Print Name: _____

Sworn to and subscribed before me
this _____ day of _____, 2024.

Notary Public
My Commission Expires: _____

Signed, sealed and delivered in the presence of:

Unofficial Witness

LANDOWNER:

Brenda Matthews

By: _____
Print Name: _____

Sworn to and subscribed before me
this _____ day of _____, 2024.

Notary Public
My Commission Expires: _____

Signed, sealed and delivered in the presence of:

Unofficial Witness

Leslie McPherson

Sworn to and subscribed before me
this _____ day of _____, 2024.

Notary Public
My Commission Expires: _____

Signed, sealed and delivered in the presence of:

Unofficial Witness

Sworn to and subscribed before me
this _____ day of _____, 2024.

Notary Public
My Commission Expires: _____

VILLA RICA:

THE CITY OF VILLA RICA, a municipal corporation of the State of Georgia

By: _____

~~Print Name:~~ _____

~~Title:~~ Mayor

CARROLL COUNTY:

By: _____

Print Name: _____

Title: _____

1046122v3

EXHIBIT “A”

Preliminary Layout – South Street -Commerce Drive Connection Street

Summary report: Litera Compare for Word 11.6.0.100 Document comparison done on 6/11/2024 4:22:19 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Development Agreement - VR Fire Station(1046122.3).docx	
Modified filename: Development Agreement - VR Fire Station v2(1046122.3)(1073368.1).docx	
Changes:	
<u>Add</u>	8
Delete	10
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	18

DEVELOPMENT AGREEMENT

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WHEREAS the Landowner currently owns property adjacent to the proposed fire station in the City of Villa Rica, Georgia, identified as Tax Parcel No. V070110062, (the “Subject Property”) and the Proposed Street will traverse the Subject Property; and

WHEREAS the City, County, and Landowner intend to construct certain improvements to the Subject Property for the benefit of all parties; and

WHEREAS the construction of the Proposed Street will provide a benefit to all parties and to the citizens of the City of Villa Rica and Carroll County; and

WHEREAS the parties have agreed on a plan to jointly move forward on the planning, design, construction, and installation of the proposed street as described above and as shown on Exhibit “A”.

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3. Upon receiving the final approved design plans from the City, the County will provide an estimate of the projected costs for the labor and material costs associated with the Proposed Street.
4. The City agrees to reimburse the County within thirty (30) days of final completion of the Proposed Street.
5. Except as expressly provided in Paragraphs 1, 3, and 4 above, 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.
6. The Landowner hereby grants the City and the County a temporary, non-exclusive, construction and access easement over that portion of the Subject Property owned by the Landowner and reasonably necessary to enable the County to construct the Proposed Street.
7. 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.
8. Miscellaneous.

- a) No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.
- b) 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 three (3) 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.

Landowner:
Jeff and Brenda Matthews

Attention:

Email:

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.gov

The County:

Michelle Morgan
Chairman
302 Newnan Street
Room 200
Carrollton, Georgia 30117
mmorgan@carrollcountyga.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 (iii) 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

LANDOWNER:

Jeff Matthews

By: _____
Print Name: _____

Sworn to and subscribed before me
this _____ day of _____, 2024.

Notary Public
My Commission Expires: _____

Signed, sealed and delivered in the presence of:

Unofficial Witness

LANDOWNER:

Brenda Matthews

By: _____
Print Name: _____

Sworn to and subscribed before me
this _____ day of _____, 2024.

Notary Public
My Commission Expires: _____

Signed, sealed and delivered in the presence of:

Unofficial Witness

Sworn to and subscribed before me
this _____ day of _____, 2024.

Notary Public
My Commission Expires: _____

Signed, sealed and delivered in the presence of:

Unofficial Witness

Sworn to and subscribed before me
this _____ day of _____, 2024.

Notary Public
My Commission Expires: _____

VILLA RICA:

THE CITY OF VILLA RICA, a municipal corporation of the State of Georgia

By: _____
Leslie McPherson
Mayor

CARROLL COUNTY:

By: _____
Print Name: _____
Title: _____

EXHIBIT “A”

Preliminary Layout – South Street -Commerce Drive Connection Street