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.ORG

MAYOR & COUNCIL WORK SESSION AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
October 8, 2024 | 1:30 PM

Review of the Agenda (Mayor Leslie McPherson)

A. Building Development Tracy Jarvis, Director

1. Pest Control Services (Nic Griffin, Deputy Director of Building Development)

B. Community Development (Nina Shabazz, Director)

1. RA-04-24- Rezoning request for a 6.09-acre parcel located on Conners Rd. Rezoning from commercial medium density (C2) to commercial low density (C1) and Public Hearing (Shaun Daniels, Planner 1)

2. VA-10-24- Two variance requests by Prime Construction for a proposed private townhome development located on Villa Trace Rd. and Public Hearing (Shaun Daniels, Planner 1)

3. ABL-06-24 BSB VR, LLC dba Bell Street Burritos and Public Hearing (Whitney Cox, Licensing Specialist)

C. Public Works (Hal Burch, Director)

1. Right turn in and Right Turn out at Commerce Dr. and Hwy. 78 (Hal Burch, Director)

2. Traffic Calming Recommendations for River Trace Subdivision (Hal Burch, Director)

D. Utilities (John Bain, Director)

1. Supplemental Water Supply Intergovernmental Agreement (John Bain, Director)

2. 2024 Water System Improvements - Church Street (John Bain, Director)

E. City Manager (Interim City Manager, Jeff Reese and Diana DeSanto)

1. Ratification of proposal from Georgia & West for the engineering & design of West Industrial Court Culvert Replacement (Diana DeSanto, Interim City Manager)

2. Acceptance of the Norfolk Southern Thriving Communities Grant (Diana DeSanto, Interim City Manager)

3. Proposal from Falcon Design for the survey, design & engineering for the left-hand turn lane at Mirror Lake Blvd (Diana DeSanto, Interim City Manager)

4. Residential Component of FUQUA Update, Discussion only (Nic Griffin, Deputy Director of Building Development)

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

CITY OF VILLA RICA

City Council Meeting Agenda
Item Cover Sheet

SUBJECT: Pest Control Services

AGENDA DATE: October 8th, 2024

DATE PREPARED: October 8th. 2024
PREPARED BY: Nic Griffin

AMOUNT: $665.00
FUNDING SOURCE: Operating

GL ACCOUNT #: M/R Buildings
BUDGETED ITEM? Yes

PURPOSE: To award monthly pest control services to the presented vendor.

BACKGROUND:
The City of Villa Rica has used many different vendors for pest control in the past years. These services have been on a month-by-month basis. Staff has published a request for proposal to seek a vendor that would provide an annual contract with an integrated pest management program.
Staff received ten proposals from various vendors. Staff did issue an addendum on the schedule for this rfp, due to inclement weather. Bug Busters USA submitted a qualifying low bid for monthly services that met all requirements and criteria. This company submitted references from Kennesaw State University student housing, University of South Carolina, Georgia College, Whitfield County School System, and Dalton Public Schools.

STAFF RECOMMENDATION:
Staff recommends engaging with Bug Busters USA for monthly pest control services. This vendor will provide a satisfactory contract to the City within five business days, if approved.

Vendor	Scope	Total Monthly cost
Bug Busters USA	Monthly pest control services.	$665

IMPACT:
Bug Busters will provide an integrated pest management program that will be suited for each City facility.

MOTION:

I move to engage with Bug Busters USA for monthly pest control services in the amount of $665.00.

REQUEST FOR PROPOSAL – PEST CONTROL SERVICES

PROPOSAL NUMBER: Q4900-0049BP| ISSUE DATE: SEPTEMBER 16TH, 2024

The City of Villa Rica Building and Project Department is requesting bids: To provide pest control services to municipal buildings.

All bids <u>must be received</u> no later than 12:00 pm on Friday, September 27th. There will not be a mandatory pre-bid meeting. In lieu, contractors may request a time to meet at all of the facilities to gain a better understanding of the scope and also get any necessary information for bid preparation.

Submit proposals to:

City of Villa Rica – Community Development

Attn: Nic Griffin, Project and Development Official

Reference No. Q4900-0049BP

206 North Avenue

Villa Rica, Georgia 30180

In determining the lowest responsive and responsible bidder, in addition to price, the following shall also be considered:

1. **The ability, capacity and skill of the bidder to perform the contract.**
2. **The character, integrity, reputation, judgment, experience and efficiency of the contractor.**
3. **The quality of performance on previous contracts.**

For any questions, please email or call: Nic Griffin,

Project and Development Official

Email: Dgriffin@villarica.org

Cell: 470-725-2701

1. BACKGROUND

The City of Villa Rica is seeking a well-qualified company to furnish material, labor, supervision, and equipment required to provide adequate and legal pest control services for twenty-four buildings. This service would be on a monthly rotation.

2. SCHEDULE OF EVENTS

This Request for Proposal will be governed by the following schedule:

Release of RFP	September 16th, 2024
Deadline for on-site visit requests	September 23rd, 2024
Deadline for Written Questions	September 25th, 2024
Responses to Questions Posted on Website	September 26th, 2024
Sealed Proposals are Due	September 27th, 2024
Proposal Evaluation Completed	September 30th, 2024
To be presented to the City Council	October 8th, 2024

3. SCOPE OF WORK

The contractor shall provide comprehensive pest control services as part of an integrated pest management program. Services include:

- Treatment for all classified insects and pests such as ants, roaches, flies, bees, wasps, spiders, termites, and mosquitoes based on EPA recommendations.
- Regular inspections and treatments for mosquito breeding prevention.
- Compliance with Integrated Pest Management (IPM) standards and GPCA regulations.
- Monthly inspections and treatments scheduled based on findings from previous inspections.
- Emergency pest control services available within 4 hours of notification.

Period of Performance

The initial term of the contract will be one year with the option to renew for up to two additional one-year periods.

Place of Performance

Services will be performed at various municipal buildings within the City of Villa Rica, Ga 30180.

Execution of Contract.

The contract, in form and content satisfactory to the City, will be awarded at a regular City Council meeting. Required documentation shall include three (3) copies of the contract executed by the Service Provider, proof of insurance and Payment and Performance bonds. The Service Provider will be given five (5) business days from the date the City Council awards the contract to obtain the relevant bonds and insurance along with any other documents required for submission.

SPECIAL INSTRUCTIONS

Parties interested in acquiring this contract with the City of Villa Rica's Building and Project Department shall submit one copy of the proposal package to meet the requirements below:

1. Bids must be labeled "City of Villa Rica Building and Project Department – PEST CONTROL SERVICES: Q4900-0049BP"

2. Bidders must be properly licensed and secure necessary permits where applicable.

3. Complete Mandatory Bid Submittal Form.

4. Complete City of Villa Rica vendor information packet, if not currently an approved vendor. Responsive documents are available online in the Finance Section of the Document Center at Purchasing - City of Villa Rica, Georgia.pdf

5. Preservation of Rights: The owner reserves the right to reject any and/or all bids and waive all minor technicalities, informalities and irregularities. The owner reserves the right to accept the bid, which in the judgment of the Owner, is in their best interest.

6. Award Determination: The City of Villa Rica is the sole determiner of a qualified bidder and may request other information sufficient to determine bidder's ability to meet these minimum standards listed above. Request for information contained in this section may also occur at any time during the effective period of this Contract, or any extension/renewal thereof.

9. Termination of Contract: The City of Villa Rica may, at any time it deems necessary, may terminate this agreement with thirty (30) calendar days' written notice.

10. Discounts: Any available discount for prompt payment, government or cooperative purchasing, etc., must be noted and reflected in bid figures and not entered as separate pricing on the proposal form.

11. HOLD HARMLESS: Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

MANDATORY BID SUBMITTAL FORM

BID NUMBER: Q4900-0049BP |

City of Villa Rica

Company Name: _____

Street Address: _____

City/State/ZIP code: _____

Primary Contact: _____

E-mail Address: _____

Phone Number: (_____)_____

Cell Phone Number: (_____)_____

I acknowledge that this quote pertains to installing

Signature: _____Date:_____

City Buildings Requiring Treatment

FACILITY	ADDRESS	NOTE	MONTHLY COST
City Hall	571 West Bankhead Hwy		
Customer Service	42 Community Square Blvd		
PD Training Center	70 Horace Luther Dr.	Interior service needs chaperone	
Police Department	101 Mainstreet	Interior service needs chaperone	
Court House	101 Mainstreet	Interior service needs chaperone	
Avanti Building/Public Works	106 Temple Street		
Recreation Basketball Gym	206 North Ave	Multiple buildings on property	
Development Service Building	206 North Ave	Multiple buildings on property	
Chapel	206 North Ave	Multiple buildings on property	
Library	869 Dallas Hwy		
Pine Mountain Gold Museum	1881 Stockmar Rd		
North Waste Water Plant	800 Mirror Lake Parkway	Gated, notify prior to service. Multiple buildings on property	
Waste Water Plant	185 Barber Industrial	Gated, notify prior to service. Multiple buildings on property	
Distribution Facility	205 Barber Industrial	Gated, notify prior to service. Multiple buildings on property	
Water Plant	204 North Van Wert	Gated, notify prior to service. Multiple buildings on property	
Gold Dust Recreation Department	646 Industrial Blvd	Multiple buildings on property	
Gold Dust Concession Stand	646 Industrial Blvd	Multiple buildings on property	
Fullerville Concession Stand	121 Ball Park Rd		
V-Plex Civic Center	1605 Carrollton Villa Rica Hwy	Multiple buildings on property	
V-Plex Training Center	1605 Carrollton Villa Rica Hwy	Multiple buildings on property	
V-Plex Football Concession Stand	1605 Carrollton Villa Rica Hwy	Multiple buildings on property	
V-Plex Maintenance Shop	1605 Carrollton Villa Rica Hwy	Multiple buildings on property	
V-Plex Octagon Concession Stand	1605 Carrollton Villa Rica Hwy	Multiple buildings on property	
V-Plex Lower Concession Stand	1605 Carrollton Villa Rica Hwy	Multiple buildings on property	
Powell Park	524 Leslie Drive		
Total Monthly Service Cost			

Pest Control
Proposal

Prepared
for:
City of Villa Rica
September 20th, 2024

City of Villa Rica
Nic Griffin – Project & Development Official
206 North Avenue
Villa Rica, Ga 30180

Dear Nic,

Thank you for the opportunity to bid on the Pest Control for the City of Villa Rica. I feel confident that our service is superior to that of the competition; therefore, our price reflects the type of work ethic and dedication we have, to ensure the City of Villa Rica, that we will take care of your Pest Control needs. Enclosed our proposal consists of the price breakdown, along with bullets of the City of Villa Rica, should you choose Bug Busters for your Pest Control needs. This proposal is predicated upon all terms and conditions of this RFP. In addition, this proposal is firm for at least 120 days from the date of receipt by the City of Villa Rica. We look forward to having a long-lasting relationship with you and the City of Villa Rica

Should you have any questions, or require any further information, please do not hesitate to call our office or me.

Very Respectfully,
Mario Ceo

Bug Busters USA
Director of Strategic Accounts
770-517-0200 EXT 738
Cell:404-754-0121

Business Experience

Bug Busters has been in business since October 1984. Bug Busters is celebrating its 40th year in business this year. Bug Busters has been named by Pest Control Technology Media Group as one of the "Top 100 Companies in The Nation." Bug Busters operations are located throughout the southeast United States. Bug Busters is headquartered in Woodstock, Georgia. Bug Busters has also established other branches in the states of Georgia & and Tennessee. Our company services residential and commercial accounts alike to control all types of crawling pests and rodents. We also use a variety of machines to control flying insects such as mosquitoes and flies. Other services we provide include termite inspections and corrective work as well as termite pre-treatments. Our organization is unconditionally committed to providing the most effective pest control services with earnest concern for our environment.

Bug Busters has always stressed the importance of knowing our customers personally and offering thorough and tailored service. Bug Busters is committed to a standard of excellence in the products and services that it provides its customers. The employees of Bug Busters participate in the efforts to meet this commitment and to achieve a standard of excellence. Bug Busters has spent many years developing a good relationship with our customers. Our customers are valuable to us, as without them, we would have no business.

Bug Busters believes in a partnership relationship with its clients and we extend this relationship to the community where we live and work. Bug Busters supports the following organizations with your help: Camp Twin Lakes, Toy's for Tot's, Leukemia and Lymphoid Society, United Way, Child Advocacy Center, Habitat For Humanity, BRAG, Rails to Trails, Parks & Recreation Youth Teams and the Special Olympics.

Bug Busters is a member of the National Pest Management Association, Georgia Pest Control Association, Certified Pest Control Organization, Tennessee Pest Control Association, and South Carolina Pest Control Association.

- Neil Parker is the owner and operator of Bug Busters
- Bug Busters is now a second-generation business with the addition of Court Parker
- Bug Busters is a family run Small Business
- Bug Busters is currently serving over seventy United States Government Housing Authority's, using IPM procedures
- Bug Busters has forty-seven employees, which makes us large enough to handle any size project, yet small enough to consider ourselves a small business
- Bug Busters staff is superior to that of the competition, Bug Busters provides yearly, monthly, and weekly training to all technicians and management

Bug Busters Staff

Bug Busters employees over fifty employees, our staff has monthly and yearly training. All of our staff have gone through extensive background checks, credit checks, drug screening, and all have a clean driving record. Bug Busters has been certified by Georgia State Labor Board as a Drug Free Workplace, and all staff have been E-Verified. All employees are required to spend two weeks in training 70 hours working with a registered technician and 10 hours of classroom training before they are able to take the registered technician test. Once technicians are registered, they are required to receive 16 hours every two years of Continuing Education Training. Every Wednesday morning at 7:30 AM, each office has a 30 to 40-minute meeting reviewing each week's safety topic and reviewing a subject on correct treatment measures of various insects.

Kim Hernandez -Office Supervisor-Kim has been a member of Bug Busters for 6 years and in the past year she has been promoted to Office Manager. She will be handling the account for scheduling services. khernadez@bugbustersusa.com

Rick Anglian- Business Development Manager- Rick has been with Bug Busters since 2014. He is a Certified Pest Control Operator in the State of Georgia. Rick also holds the Bird-B-Gone Certificate, Certified Wildlife Operator in the State of Georgia, The National Wildlife Control Operators Association Basic Wildlife Control Operator Certificate, The University of Georgia Commercial IPM Workshop Certificate, The University of Georgia Termite Workshop Certificate, Copesan Pest Control Certificate. ranglian@bugbustersusa.com

Daphne Bertholf- CFO- with responsibility for Finance, Accounting, Payroll, Human Resources, Employee Benefits, Advertising and Risk Management. Prior to joining Bug Busters USA, Daphne Bertholf worked in Property Development & Real Estate as an Accounting Director for Atlantic Station LLC, Turner Corporate Accounting and Turner Properties while obtaining her Real Estate License for the State of Georgia. Prior to Real Estate Accounting Daphne Bertholf was an Auditor for Mauldin and Jenkins CPA, specializing in Financial Institutions.
daphe@bugbustersusa.com

Neil Parker- President/ACE- with responsibility for long-term growth and succession of the business to Court Parker & Daphne Bertholf. Neil Parker is the founder of Bug Busters, Inc. Which opened its doors for business in October 1984. Mr. Parker has grown the business from one employee to over fifty employees servicing the Southeast. Mr. Parker has been on numerous boards and committees with the State Association as well as our National Pest Management Association. Mr. Parker is also very involved with several charities and has been a board member for YMCA and United Way.

Keith Smith-Project Manager/ Quality Assurance Inspector- Started in the pest control industry in 1991. He has worked in all aspect of the industry from a termite technician to a pest control technician moved to a supervisory position overseeing and quality assurance of technician's work. Became general manager and ran all aspects of a company for 10+ years. Keith is a Certified Pest Control Operator in the State of Georgia.
Ksmith@bugbustersusa.com

Mario Ceo – Director of Strategic Accounts – Mario has been a part of Bug Busters for 9 years. He's a graduate of West Virginia University and has handled both the Commercial and Residential divisions for Bug Busters. Mario is the contact person for any issues or questions about the bid proposal.
mceo@bugbustersusa.com

Quality of Work

Our main priority at Bug Busters, Inc. is to provide our ıstomers with quality service. Along with quality service, our goal is to provide innov ive and environmentally friendly pest management services. By following integ ted pest management practices, we can make these goals a reality. Bug Busters believe in utilizing environmentally friendly products that have low impact on the environm ıt. Nonetheless, these products are specifically tailored to each pest and will eradicate a pest that are labeled for that product. Furthermore, each of Bug Busters' pest mana ement professionals is highly trained in this type of integrated pest management and t mite control. Bug Busters has been in business since 1984 and has provided service fc 100,000 customers. Please see the attached references.

Professional Knowledge

Bug Busters has been in Business since 1984 we have had representatives of the company sit on all levels of state and national organizations. Our team has had extensive training from universities such as UGA, Clemson, Purdue, and UT, in entomology and service training. Each week our team has specific training on safety, service, and customer service. Bug Busters is a locally family run company. However, we have grown and now service in Alabama, North Carolina, South Carolina, and Tennessee. Our knowledge of the industry and the regulations is extensive. Currently we have team members that sit on the National Pest Management Associations (NPMA) Board of Directors, NPMA Wood Destroying organism board as well as the Georgia Pest Management Associations committee.

Experience with Public Housing

Bug Busters has been providing pest services for Public Housing and multifamily for over twenty years. Bug Busters provides pest, termite, and bed bugs services to more than fifty different housing authorities in the southeast. Bug Busters is a member of TAHRA and participates yearly at the annual conference. Bug Busters has performed training at *TAHRA* as well as SAHMA over the last several years. Bug Busters staff believe in building great relationships with NGHA management, staff, and their tenants. This relationship will help both parties work together and manage tenant expectations.

Bug Busters has not been terminated from any project in the multi-family market due to service all contracts have been fully completed from the beginning to the end of the terms.

Resident, Workforce, and Property

The safety of our Bug Busters staff, clients, and the property we work on is priority number one for our business. Bug Busters believes in routine training for safety on weekly, monthly, and annual basis. Each month we have a safety topic that is reviewed by staff during our weekly meetings. Each fall we review all our OSHA, Fall Protection, Ladder Safety, HAZCOM, Vehicle/driving Safety, Spill Control, SDS/labels, Workplace Violence, and First Aid training to most recent standards. Each of our vehicles is outfitted with a GPS system, first aid kit, and fire extinguisher. All our safety training is reviewed and signed off by each employee and manager and kept on file. Bug Busters safety efforts are made, so that we can maintain a safe environment for our clients and their property.

Bug Busters will make every effort to protect our employees & clients by providing them with a safe and healthy work environment. This is a top responsibility of each manager and in turn every employee must follow the established guidelines. Bug Busters conducts a safety and health program for preventing injuries to our employees and the public and preventing damage to Bug Busters & client's private property.

A safety program will assist in preventing and reducing accidents by recognizing and eliminating hazards and complying with OSHA regulations. This program can be implemented through the use of the following guidelines.

- Eye and Face Protection
- Hand, Foot and Head protection
- Respiratory Protection
- Hazard Communication
- Workplace Violence
- Fall Protection
- Vehicle / Driving Safety
- HAZCOM
- Spill Control
- Ladder Safety

The designated safety coordinator is Daphne Bertholf who is responsible for all matters pertaining to employee safety and health. He will assist other managers as it pertains to safety. Management shall conduct thorough safety inspections at the workplace as often as necessary but at least once every six months. A written record of the inspection results and any actions taken shall be documented and will be maintained by the safety coordinator.

Accident and Illness Investigation:

Personal injuries, accidents and all occupational illnesses will be thoroughly investigated by management to determine what happened, why it happened and what will be done to prevent a similar situation. Any hazards that are identified shall be corrected within a reasonable timeframe and any serious hazards will be corrected on the spot if possible.

Safety and Health Training for Employees

During the initial orientation of new employees, management will ensure that the new employee is aware of job-related hazards. All employees will be given a copy of the

company safety policy during orientation which will be reviewed by the manager and employee.

Bug Busters will conduct weekly safety training/meetings and will provide the latest OSHA regulation standards. Records of safety training sessions and information distributed to employees shall be retained by Bug Busters. Records are critical of good business management and in reducing any proposed penalties from OSHA inspections and insurance audits.

Employee training will be documented in writing. These records will include the type of training, the topics covered, the trainer's name and the location and date of training. Every employee attending the training session will sign a sign-in sheet.

General Employee Safety Rules

- All accidents shall be reported immediately to your immediate supervisor.
- Employees must wear the prescribed personal protective equipment for their job. They are to be sure their equipment is in good serviceable condition before beginning their job.
- Smoke only in those areas designated for smoking.
- Employees will report to work unaffected by alcohol or drugs.
- Firearms and any other types of dangerous weapons will not be allowed at the work premises.
- Do not use defective equipment. Any defective equipment must be reported to your supervisor immediately.
- All injuries occurring on the job, including minor first aid, shall be reported to your supervisor immediately.
- Any accidental damage to property, vehicle accidents, hazardous chemical spills must be reported to your supervisor.
- Properly dispose of hazardous materials in an acceptable and lawful manner.
- Failure to comply with Bug Busters Safety and Health program rules and regulations may result in disciplinary action up to and including dismissal.

Bug Busters Responsibilities:

- Bug Busters will maintain an effective safety and health program.
- Regular inspections of the workplace and equipment will be done by management and /or the safety coordinator.
- Management shall instruct employees on how to recognize and avoid unsafe conditions and work practices.

- Bug Busters will provide appropriate personal protective equipment and provide training in the use of PPE.

Hazard Communication Program

This standard requires:

- A written hazard communication program
- Labels on containers
- An inventory of chemicals
- Posting area warning signs
- Availability of Material Safety Data Sheets
- Chemical safety training and information sessions when new chemicals are introduced into the workplace.

Integrated Pest Management

To effectively prevent and manage pests at your facility, your Pest Management Professional will adhere to the Specific Project Approach outlined below as part of your IPM program.

I. Initial Treatment

A. All dwelling and other buildings belonging to or managed by the City of Villa Rica will receive an extremely thorough treatment, with a combination of the following materials:

1. Non-Chemical Techniques

Glue Boards – of varying types may be used to trap crawling insects for the dual purpose of monitoring and control. They will be positioned in areas most likely to be frequented by pests yet placed so as not to interfere with operations.

IGR – Insect Growth Regulators

2. Chemical Techniques

Pesticides, if needed, will be applied as deemed necessary by a pest management professional in accordance with individual product label instructions and only when non-chemical methods have been ineffective or are inappropriate. Below are some of our selected products for housing authorities:

Avert Dry Flowable – A dust insect bait containing Fipronil. The Dry Flowable is applied to cracks and crevices around doors, cabinets, plumbing fixtures and other areas granules and gels will not reach.

Max Force Gel Bait – A gel bait containing Fipronil. Max Force Gel is applied to door frames, cracks and crevices and other areas that granules cannot be applied.

Cy-Kick Aerosol – A aerosol spray containing Cyfluthrin. Cy-Kick is applied to crack and crevices and horizontal harborage areas.

EcoPCO ACU – Unscented Contact Aerosol. Fast Knockdown/kill. Strong flushing action. No bait contamination. Low Impact on Human health & Low toxicity to non-targeted organisms.

EcoPCO AR~X – Multi-purpose Residual Aerosol Insecticide. Unscented quick knockdown and residual protection. Low Impact on Human health & Low toxicity to non-targeted organisms.

II. Reporting Procedure

A. Following the initial treatment, a summary of the conditions found will be submitted to the management. The condition will contain the following information:

- Preparation for treatment
- Sanitation – good, fair, poor
- Degree of infestation – many, moderate, few, none
- Comments and Notes

B. Based on this information, units will be targeted for the follow up service:

- Poor sanitation
- Many or Moderate degree of infestation

C. Following each service, a report will be submitted to the management

III. Follow up Service

A. Monthly / Quarterly follow up service:

Target units as described above

Work orders generated by complaints or inspection

Vacant / Renovated units

IV. Optional Services Available

A. Rodent Control

B. Ant Control – Carpenter and Fire Ant

C. Termite Control
Termite will be quoted by the linear feet of each building at a rate of $4.00 a ln/ft. The treatment will be with either a liquid repellent, liquid non-repellent, or with a baiting system. Bug Busters uses Termidor, Bifen, or Premise for liquid treatments and uses the Sentricon Always Active system for bait monitoring. Bug Busters can provide a termite certificate as well to the structure.

D. Other pests of whatever nature

V. License and Insurance

A. Bug Busters is licensed to exterminate in Alabama, Georgia, North Carolina, South Carolina, and Tennessee

A. Bug Busters is covered by a Two Million Dollar Liability and Property Damage, Motor Vehicle and Workers Compensation Insurance.

B. E-Verify # = 87331

VI. Personal

A. Bug Busters pest professionals are all licensed and well trained. Each pest professional attends monthly, quarterly, and annual training. Bug Busters has full time quality assurance and trainer. Bug Busters also employees a board-certified entomologist. All Bug Busters employees go through a screening process that includes drug testing, criminal background check, credit background check, and MVR reading.

The City of Villa Rica facilities are prime targets for pest infestations. Pests carry disease, damage facilities, tarnish your reputation, and can compromise your critical environments. As you realize, the prevention and management of pest infestations in and around your facilities are essential segments of your overall sanitation and housekeeping programs.

The objective of Bug Busters pest management program is to protect the City of Villa Rica's environment, reputation, and the health and safety of your residents, visitors, and employees through Integrated Pest Management (IPM).

Our IPM approach recognizes your concerns for indoor air quality, reduced chemical exposure, long-term pest solutions, and convenience. Our goal is to effectively prevent and manage pests with the most advanced technology and with minimal disruption to your facilities. This will make life easier for you and your facility managers and enable them to focus on other more pressing issues, which are their direct responsibility.

Professional, specially trained, and certified IPM technicians will perform our pest management program. Each of our technicians is specifically trained in pest management for your facilities.

Bug Busters IPM program is designed to provide solutions to the common pests found in a campus environment. Our goal is to provide total pest management solutions in as all-encompassing a manner as possible.

Communication and documentation are critical components of our IPM Plan. The goal of our communication and documentation is to provide consistent, informative, and valued information to you. Due to staff turnover that may occur at a facility, the communication and documentation exchange is viewed as an ongoing process, not a one-time event. As such, we have developed many specific tools to facilitate this process. One of the most critical components to the success of our partnership is the introduction and implementation of our IPM program.

We recognize that your facilities operate continuously. The facilities themselves will be serviced between the hours of 9:00 AM and 4:00 PM on the 1st and 3rd Wednesday of each month for call-in or maintenance requests. Each year Bug Busters will service all units in the months of January and February. Bug Busters will provide a logbook for all locations for the service ticket to be left behind when performing the services.

Pest management in your facilities requires a more technical and knowledgeable approach due to the highly sensitive and critical environments found within them. We recognize your concerns for indoor air quality, reduced chemical exposure, long-term pest solutions, and convenience. To meet these needs, it is a necessity that we practice Integrated Pest Management (IPM) principles. IPM incorporates the use of all applicable and practical methods (Inspections, monitoring traps, IGR, Etc..) of preventing and controlling pests, including inspection/evaluation, sanitation, mechanical control, cultural control, and the use of pest management materials only when required and practical. IPM is an effective management approach, which integrates many tactics into a logical program to provide long-term solutions of key pest problems.

Current technology and IPM methods allow us to be highly effective without being intrusive. One option available to us, the use of baits, continues to be a prime tool in achieving excellent results with little disruption or preparation necessary on the part of the facility. Advantages to baiting technology are:

- Unlike traditional sprays and dusts, they are virtually odorless and non-volatile
- They emit no airborne chemicals
- They limit the potential for employee or resident contact
- They contain a less active ingredient—which is always preferred
- There is no need to spend time preparing food service areas prior to treatment
- And, depending on the circumstances, it is not necessary to move residents during room treatment

Not only are IPM and baiting methods more effective, which allows for less frequent services, they are also less disruptive to your routines.

Another option available to us is the use of insect growth regulators (IGR's). Advantages of IGR's are:

- Very low mammalian toxicity
- Only affect certain pest insects at normal use rates
- Keeps immature insects from fully developing and reproducing (multiplying)
- Improves the performance of some of the other IPM tools (e.g. baits)
- Considered non-repellent to pests (minimizes pests from being discouraged to contact baits or other materials)

We will also incorporate monitoring traps to be able to identify and assess the population of pest activity. We place the monitoring traps in out of sight locations, so they are not seen.

The responsibilities of Bug Busters specially trained and certified IPM technicians fall into four primary areas.

- First, our IPM technicians will inspect and monitor the sensitive areas of your facility to determine if pests are present. Communication from the facility's staff is critical to accomplishing this effectively.
- Second, if pests are noted, the IPM technician will seek out the source of the problem and implement treatment strategies to permanently correct any situations where pests are found. Following a true IPM strategy, many times this will include addressing sanitation or structural issues.
- Third, Bug Busters technicians will perform any applications deemed necessary. This will be accomplished using materials that are effective and have the least impact on the environment and non-target organisms. It is also our goal to do this in a manner that provides minimal disruption to your staff and residents.
- Fourth, we will assist the facility's employees by providing clear, written information regarding sanitation and structural deficiencies noted during services. We will also respond, in writing, to any pest sighting memos or other communication tool regarding pest sightings and the actions we have taken to solve the problem. A copy of our service ticket will be left at the facility and will detail the services that were performed by our IPM technicians. This report will be reviewed with the key contact before the IPM technician leaves if someone is available.

Kennesaw State University
Student Housing
Lisa Owens
1074 Canton Place NW
Kennesaw, GA 30144
470-578-6000
mowen13@kennesaw.edu
Bug Busters provide exterior rodent control and termite, and mosquito protection for Kennesaw State University student housing. Bug Busters has been servicing this property since June 2019.

University of South Carolina- Aiken
Brian Enter
471 University Parkway
Aiken, SC 29801
Brianen@usca.edu
Bug Busters provides pest control protection for the campus. Bug Busters has been servicing this property since October 2022.

Georgia College
Ben Mason
320 N Wayne St
Milledgeville, Ga 31061
Ben.mason@gcsu.edu
478-445-6546
Bug Busters provide pest control, rodent control, termite, and mosquito protection for Georgia College University. Bug Busters has been servicing this property since January 2022.

Whitfield County School System
Eric Patterson
1030 Hill Street
Dalton, Georgia
eric.patterson@wcsga.net
Bug Busters provide pest control and rodent control Christian WCSS. Bug Busters has been servicing this property since January 2019.

Dalton Public Schools
Rusty Lount
P.O. Box 1408
Dalton, Georgia 30722
706-876-4042
Rusty.lount@dalton.k12.ga.us
Bug Busters has been servicing the school system since July 2019 for pest control and rodent control.

City Buildings Requiring Treatment

FACILITY	ADDRESS	NOTE	MONTHLY COST
City Hall	571 West Bankhead Hwy		$30
Customer Service	42 Community Square Blvd		$20
PD Training Center	70 Horace Luther Dr.	Interior service needs chaperone	$30
Police Department	101 Mainstreet	Interior service needs chaperone	$30
Court House	101 Mainstreet	Interior service needs chaperone	$30
Avanti Building/Public Works	106 Temple Street		$20
Recreation Basketball Gym	206 North Ave	Multiple buildings on property	$75
Development Service Building	206 North Ave	Multiple buildings on property	$20
Chapel	206 North Ave	Multiple buildings on property	$20
Library	869 Dallas Hwy		$30
Pine Mountain Gold Museum	1881 Stockmar Rd		$30
North Waste Water Plant	800 Mirror Lake Parkway	Gated, notify prior to service. Multiple buildings on property	$20
Waste Water Plant	185 Barber Industrial	Gated, notify prior to service. Multiple buildings on property	$20
Distribution Facility	205 Barber Industrial	Gated, notify prior to service. Multiple buildings on property	$20
Water Plant	204 North Van Wert	Gated, notify prior to service. Multiple buildings on property	$20
Gold Dust Recreation Department	646 Industrial Blvd	Multiple buildings on property	$60
Gold Dust Concession Stand	646 Industrial Blvd	Multiple buildings on property	$20
Fullerville Concession Stand	121 Ball Park Rd		$20
V-Plex Civic Center	1605 Carrollton Villa Rica Hwy	Multiple buildings on property	$30
V-Plex Training Center	1605 Carrollton Villa Rica Hwy	Multiple buildings on property	$20
V-Plex Football Concession Stand	1605 Carrollton Villa Rica Hwy	Multiple buildings on property	$20
V-Plex Maintenance Shop	1605 Carrollton Villa Rica Hwy	Multiple buildings on property	$20
V-Plex Octagon Concession Stand	1605 Carrollton Villa Rica Hwy	Multiple buildings on property	$20
V-Plex Lower Concession Stand	1605 Carrollton Villa Rica Hwy	Multiple buildings on property	$20
Powell Park	524 Leslie Drive		$20
Total Monthly Service Cost			$665.00

REQUEST FOR PROPOSAL – PEST CONTROL SERVICES

PROPOSAL NUMBER: Q4900-0049BP| ISSUE DATE: SEPTEMBER 16TH, 2024

The City of Villa Rica Building and Project Department is requesting bids: To provide pest control services to municipal buildings.

All bids <u>must be received</u> no later than 12:00 pm on Friday, September 27th. There will not be a mandatory pre-bid meeting. In lieu, contractors may request a time to meet at all of the facilities to gain a better understanding of the scope and also get any necessary information for bid preparation.

Submit proposals to:

City of Villa Rica – Community Development

Attn: Nic Griffin, Project and Development Official

Reference No. Q4900-0049BP

206 North Avenue

Villa Rica, Georgia 30180

In determining the lowest responsive and responsible bidder, in addition to price, the following shall also be considered:

1. **The ability, capacity and skill of the bidder to perform the contract.**
2. **The character, integrity, reputation, judgment, experience and efficiency of the contractor.**
3. **The quality of performance on previous contracts.**

For any questions, please email or call: Nic Griffin,

Project and Development Official

Email: Dgriffin@villarica.org

Cell: 470-725-2701

1. BACKGROUND

The City of Villa Rica is seeking a well-qualified company to furnish material, labor, supervision, and equipment required to provide adequate and legal pest control services for twenty-four buildings. This service would be on a monthly rotation.

2. SCHEDULE OF EVENTS

This Request for Proposal will be governed by the following schedule:

Release of RFP	September 16th, 2024
Deadline for on-site visit requests	September 23rd, 2024
Deadline for Written Questions	September 25th, 2024
Responses to Questions Posted on Website	September 26th, 2024
Sealed Proposals are Due	September 27th, 2024
Proposal Evaluation Completed	September 30th, 2024
To be presented to the City Council	October 8th, 2024

3. SCOPE OF WORK

The contractor shall provide comprehensive pest control services as part of an integrated pest management program. Services include:

- Treatment for all classified insects and pests such as ants, roaches, flies, bees, wasps, spiders, termites, and mosquitoes based on EPA recommendations.
- Regular inspections and treatments for mosquito breeding prevention.
- Compliance with Integrated Pest Management (IPM) standards and GPCA regulations.
- Monthly inspections and treatments scheduled based on findings from previous inspections.
- Emergency pest control services available within 4 hours of notification.

Period of Performance

The initial term of the contract will be one year with the option to renew for up to two additional one-year periods.

Place of Performance

Services will be performed at various municipal buildings within the City of Villa Rica, Ga 30180.

Execution of Contract.

The contract, in form and content satisfactory to the City, will be awarded at a regular City Council meeting. Required documentation shall include three (3) copies of the contract executed by the Service Provider, proof of insurance and Payment and Performance bonds. The Service Provider will be given five (5) business days from the date the City Council awards the contract to obtain the relevant bonds and insurance along with any other documents required for submission.

SPECIAL INSTRUCTIONS

Parties interested in acquiring this contract with the City of Villa Rica's Building and Project Department shall submit one copy of the proposal package to meet the requirements below:

1. Bids must be labeled "City of Villa Rica Building and Project Department – PEST CONTROL SERVICES: Q4900-0049BP"

2. Bidders must be properly licensed and secure necessary permits where applicable.

3. Complete Mandatory Bid Submittal Form.

4. Complete City of Villa Rica vendor information packet, if not currently an approved vendor. Responsive documents are available online in the Finance Section of the Document Center at Purchasing - City of Villa Rica, Georgia.pdf

5. Preservation of Rights: The owner reserves the right to reject any and/or all bids and waive all minor technicalities, informalities and irregularities. The owner reserves the right to accept the bid, which in the judgment of the Owner, is in their best interest.

6. Award Determination: The City of Villa Rica is the sole determiner of a qualified bidder and may request other information sufficient to determine bidder's ability to meet these minimum standards listed above. Request for information contained in this section may also occur at any time during the effective period of this Contract, or any extension/renewal thereof.

9. Termination of Contract: The City of Villa Rica may, at any time it deems necessary, may terminate this agreement with thirty (30) calendar days' written notice.

10. Discounts: Any available discount for prompt payment, government or cooperative purchasing, etc., must be noted and reflected in bid figures and not entered as separate pricing on the proposal form.

11. HOLD HARMLESS: Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

MANDATORY BID SUBMITTAL FORM

BID NUMBER: Q4900-0049BP |

City of Villa Rica

Company Name: Bug Busters Inc

Street Address: 6975 Hwy 92

City/State/ZIP code: Woodstock, Ga 30189

Primary Contact: Mario Ceo

E-mail Address: mceo@bugbustersusa.com

Phone Number: (770) 517-0200 x 738

Cell Phone Number: (404) 754-0121

I acknowledge that this quote pertains to installing

Signature: _____ **Date:** 9/19/24

REQUEST FOR PROPOSAL – PEST CONTROL SERVICES

PROPOSAL NUMBER: Q4900-0049BP| ISSUE DATE: SEPTEMBER 16TH, 2024

The City of Villa Rica Building and Project Department is requesting bids: To provide pest control services to municipal buildings.

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Villa Rica, Georgia 30180

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Email: Dgriffin@villarica.org

Cell: 470-725-2701

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3. SCOPE OF WORK

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- Treatment for all classified insects and pests such as ants, roaches, flies, bees, wasps, spiders, termites, and mosquitoes based on EPA recommendations.
- Regular inspections and treatments for mosquito breeding prevention.
- Compliance with Integrated Pest Management (IPM) standards and GPCA regulations.
- Monthly inspections and treatments scheduled based on findings from previous inspections.
- Emergency pest control services available within 4 hours of notification.

Period of Performance

The initial term of the contract will be one year with the option to renew for up to two additional one-year periods.

Place of Performance

Services will be performed at various municipal buildings within the City of Villa Rica, Ga 30180.

Execution of Contract.

The contract, in form and content satisfactory to the City, will be awarded at a regular City Council meeting. Required documentation shall include three (3) copies of the contract executed by the Service Provider, proof of insurance and Payment and Performance bonds. The Service Provider will be given five (5) business days from the date the City Council awards the contract to obtain the relevant bonds and insurance along with any other documents required for submission.

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MANDATORY BID SUBMITTAL FORM

BID NUMBER: Q4900-0049BP |

City of Villa Rica

Company Name: _____

Street Address: _____

City/State/ZIP code: _____

Primary Contact: _____

E-mail Address: _____

Phone Number: (_____)_____

Cell Phone Number: (_____)_____

I acknowledge that this quote pertains to installing

Signature: _____**Date:**_____

City Buildings Requiring Treatment

FACILITY	ADDRESS	NOTE	MONTHLY COST
City Hall	571 West Bankhead Hwy		
Customer Service	42 Community Square Blvd		
PD Training Center	70 Horace Luther Dr.	Interior service needs chaperone	
Police Department	101 Mainstreet	Interior service needs chaperone	
Court House	101 Mainstreet	Interior service needs chaperone	
Avanti Building/Public Works	106 Temple Street		
Recreation Basketball Gym	206 North Ave	Multiple buildings on property	
Development Service Building	206 North Ave	Multiple buildings on property	
Chapel	206 North Ave	Multiple buildings on property	
Library	869 Dallas Hwy		
Pine Mountain Gold Museum	1881 Stockmar Rd		
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Water Plant	204 North Van Wert	Gated, notify prior to service. Multiple buildings on property	
Gold Dust Recreation Department	646 Industrial Blvd	Multiple buildings on property	
Gold Dust Concession Stand	646 Industrial Blvd	Multiple buildings on property	
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V-Plex Training Center	1605 Carrollton Villa Rica Hwy	Multiple buildings on property	
V-Plex Football Concession Stand	1605 Carrollton Villa Rica Hwy	Multiple buildings on property	
V-Plex Maintenance Shop	1605 Carrollton Villa Rica Hwy	Multiple buildings on property	
V-Plex Octagon Concession Stand	1605 Carrollton Villa Rica Hwy	Multiple buildings on property	
V-Plex Lower Concession Stand	1605 Carrollton Villa Rica Hwy	Multiple buildings on property	
Powell Park	524 Leslie Drive		
Total Monthly Service Cost			

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet
October 8, 2024

SUBJECT: RA-04-24 Commercial Medium, Density (C2) to Commercial Low Density (C1) Rezoning Request for 6.09-acre parcel located at Conners Road

CITY COUNCIL AGENDA DATE: October 8, 2024

DATE: October 1, 2024

PREPARED BY: Shaun Daniels, City Planner

PUBLIC HEARING REQUIRED: Yes

PURPOSE: AUP Enterprise, LLC has requested a rezoning of a 6.09-acre parcel (#: 01750250267) located at Conners Road from Commercial Medium, Density (C2) to Commercial Low Density (C1).

BACKGROUND:

RA-04-24: The applicant's subject parcel is south of Conners Road, east of Garnet Drive, and north of Permian Way. In 2023, the City Council approved the applicant as District 1's presumptive licensee for a package store on a 6.09-acre parcel zoned Commercial Medium-Density (C2). The applicant now seeks to downzone the parcel from C2 to Commercial Low-Density (C1) to subdivide it into four tracts. C2 zoning requires a minimum lot size of 2.5 acres, while C1 zoning requires only 1 acre.

Proposed Development:

- Tract 1 (1.12 acres): Corner of Conners Road and Garnet Drive, featuring a 4,875 sq. ft. convenience store/filling station.
- Tract 2 (1.445 acres): East of Tract 1, a 10,000 sq. ft. package store.
- Tract 3 (1.5 acres): East of Tract 2, planned for a water-quality pond.
- Tract 4 (2 acres): Corner of Garnet Drive and Permian Way, to remain undeveloped.

Construction of the convenience store and package store is scheduled to begin in fall 2024, with completion in fall 2025.

PLANNING AND ZONING COMMISSION: Oct. 1, 2024, Approval (3-0)

STAFF RECOMMENDATION:

Staff recommendation: **Approval**

Reasons:

- Meets Section 8.27: *Liquor Stores, Package Stores, and Liquor Outlets* development requirements
- Rezoning still aligns with Comprehensive Plan
- Applicant is attempting to maximize the 6.09ac lot

RA-04-24 Motion:

- I move to approve the rezoning request made by AUP Enterprise LLC., to rezone the 6.09 ac parcel located on Conners Road for (C2) to (C1).

Planning & Zoning
Community Development Department

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

Theresa Campbell, City Clerk

Community Development Department
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

Re: Planning Report
AUP Enterprise, LLC
RA-04-24
Conners Road
Parcel #: 01750250267
Acreage: 6.09
Zone: Commercial, Medium Density (C2)
Ward: 1
City Council Member: Shirley Marchman
Planning Board Member: Luz Morales
City of Villa Rica, Carroll County, Georgia

Dear Ms. Campbell:

The planning report is prepared in response to the rezoning application submitted by AUP Enterprise, LLC. for the property located at Conners Rd (Parcel # 01750250267). This report aims to provide an analysis of the rezoning request and make recommendations for the City Council's consideration.

The following documents, which were submitted in support of the Application, have been reviewed:

1. Property Survey, prepared by Landworks Associates, Inc., dated July 29th, 2024; (3 pages)

2. Zoning Map Amendment (Rezoning) Application, dated July 26, 2024;

3. Applicant Statement of Intent, dated July 26, 2024;

4. Applicant's Deed, dated June 7, 2024;

Figure 1: Douglas County GIS image of the site, with the property boundaries approximated.

A. Existing Conditions

The applicant's subject parcel is situated south of Conners Road, east of Garnet Drive, and north of Permian Way. The parcel has approximately 500 feet of road frontage on Conners Road, 541 feet on Garnet Drive, and 456 feet on Permian Way. The parcel is currently undeveloped and does not contain any structures. Additionally, the property is not within any city incorporation boundaries.

Surrounding Properties:

TABLE 1 – ADJACENT ZONING AND LAND USE CHARACTER AREAS		
	Current Zoning	**Land Use Character Area**
North	Commercial, Medium Density (C2)	Commercial Corridor
East	Commercial, Medium Density(C2)	Commercial Corridor
South	Commercial, Medium Density(C2)	Commercial Corridor
West	Commercial, Medium Density(C2)	Commercial Corridor

B. Site History

The subject parcel is currently undeveloped and does not contain any structures. According to the Unified Development Code (UDC), the property was initially zoned as General Commercial (GC). In 2020, during the citywide rezoning effort, the parcel was rezoned from General Commercial (GC) to Commercial Medium-Density (C2), which is considered a lateral rezoning.

C. Proposed Development

In 2023, the City Council approved the applicant as District 1's presumptive licensee for a package store/distilled spirits. The City Council also approved the construction of a package store on the 6.09-acre subject parcel zoned as Commercial Medium-Density (C2).

Currently, the applicant requests to downzone the parcel from Commercial Medium-Density (C2) to Commercial Low-Density (C1). According to the Written Statement, the purpose of the downzoning is to subdivide the 6.09-acre parcel into four individual tracts.

According to Section 4.04 – Lot Standards in the city's Article 3 Zoning Ordinance, new developments within Commercial Medium-Density (C2) zoning districts require a minimum lot size of 2.5 acres. The applicant proposes to downzone the parcel to Commercial Low-Density (C1) because C1 zoning districts require a minimum lot size of 1 acre for new developments. The applicant plans to subdivide the 6.09-acre parcel into four tracts.

According to the Written Statement, the applicant proposes to make Tract 1, which is 1.12 acres, located at the corner of Conners Road and Garnet Drive. Tract 1 will feature a 4,875-square-foot convenience store/filling station. To the east, abutting Tract 1, the applicant proposes to build a 10,000-square-foot package store on the 1.445-acre Tract 2. Construction of the package store and convenience store is scheduled to begin in the fall of 2024, with an anticipated completion and opening to the public in the fall of 2025.

Tract 3, which is 1.5 acres, will be located east of Tract 2. While no development is planned for Tract 3, the applicant proposes to install a water-quality pond. Tract 4, which is 2 acres, will be located at the corner of Garnet Drive and Permian Way and will remain undeveloped.

Design Standards

The city has established supplementary conditions for specific uses for all new package store developments in Article 3 of the Zoning Ordinance, Section 8.27: *Liquor Stores, Package Stores, and Liquor Outlets.* The applicant must comply with these standards at the time of architectural review. All new package store developments are restricted to the Commercial Low-Density (C1) and Commercial Medium-Density (C2) zoning districts. In addition to being zoned C1 or C2, there are additional zoning requirements as follows:

a) The property must have at least 200 feet of road frontage, be at least one acre in size, and must be used exclusively for the purpose of selling distilled spirits. This means that a package store shall not be part of a shopping center; it must be a stand-alone building: **The proposed package store tract appears to have approximately 200 feet of road frontage along Conners Road, which meets the city's road frontage requirement as per Section 8.27.**

b) Any building constructed on the property shall:

i) Be at least six thousand (6,000) square feet, with at least seventy-five percent (75%) dedicated to public retail sales: **The proposed package store is 10,000 square feet, which exceeds the city's building size requirement.**

ii) Be occupied by a single tenant: **The applicant has stated that the package store will operate solely on Tract 2.**

iii) Have one entrance and one exit, both located at the front of the building: **The site plan includes a front entrance and exit for the package store.**

iv) Have at least one hundred fifty (150) square feet of plate glass, excluding glass used in the door: **Based on the applicant's elevations, the package store meets this requirement.**

v) Have no windows or doors on the sides or rear of the building: **According to the applicant's elevations, the package store does not have windows on the rear or sides. However, the Fire Marshal has stated that an 'emergency only' door must be installed at the rear of the building.**

vi) Not having living quarters or residential space on the premises: **The applicant has confirmed that the package store will not be used for residential purposes.**

Open Space

The C1 zone has a 5% open space requirement as per Table 7.24 of the Villa Rica Zoning Ordinance. The applicant appears to have ample space on the concept plan to provide the necessary 5% open space and it is not projected that meeting this ordinance provision will be problematic. The ordinance specifies what is considered nonqualifying open space and qualifying open space specified below:

QUALIFYING OPEN SPACE.

a) Conservation areas and wetlands preserved as conservation areas.
b) Floodplains
c) Woodlands
d) Riparian corridors
e) Retention and detention facilities with the following characteristics:
   i. Perimeter Access. An easement of at least fifteen (15) feet from the top of bank with a minimum five (5) feet wide path of a material that meets the requirements of the ADA.
   ii. Access. An area of open space at least twenty (20) feet wide shall extend from a street right-of-way to the fifteen (15) foot perimeter access area of the detention area.
   iii. Planting. Native plant material is encouraged around the perimeter of retention ponds.
f) Development amenity areas containing semi-public areas such as:
   i. Plazas with seating and special features such as public art or fountains;
   ii. Pocket parks with seating and landscaping;
   iii. Decorative water features; and lakes.

Table 7.24: Minimum Required Open Space		
Zoning District	Percentage of Open Space	Notes
R1, R2	8%	-
SFA, MF1	12%	-
MF2	15%	-
CMU, C1, C2, OMI	5%	-
I1, I2	2%	Sites less than 3 acres are exempt
AG, CBD	-	Exempt

Offsite Improvements
The applicant has not proposed any offsite improvements at this time.

Flood Plain
The property is not located within a flood zone and no state waters traverse or is located on the property.

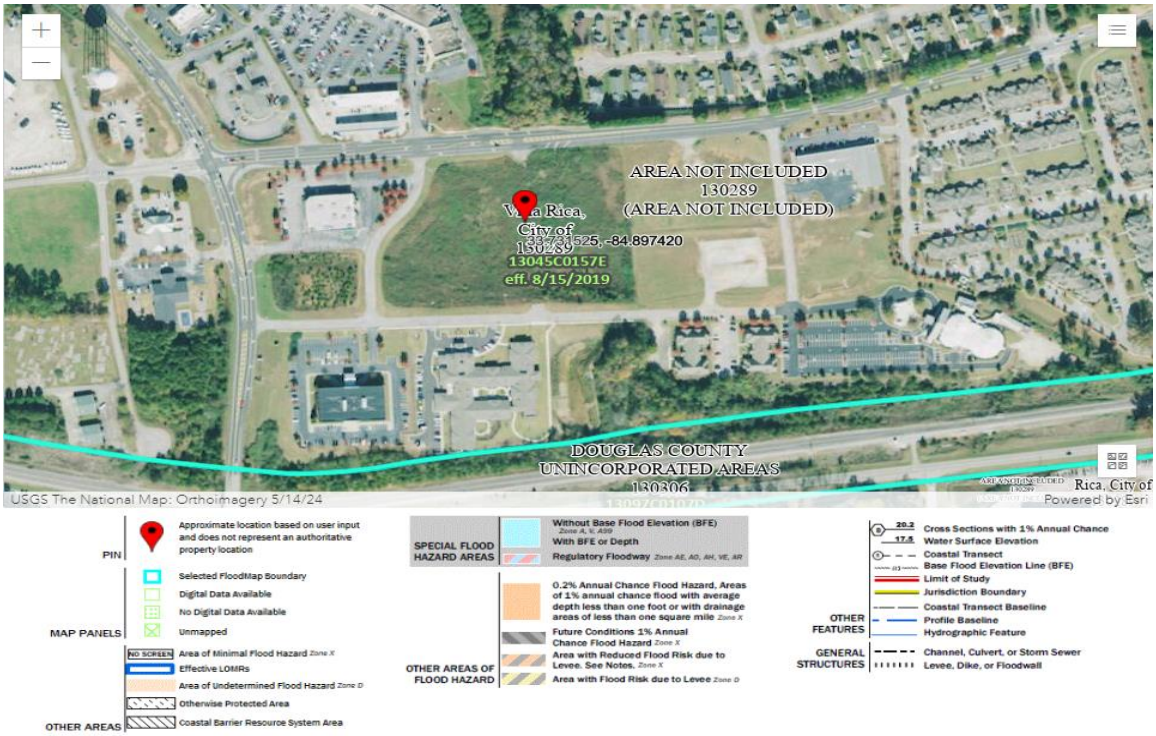


Figure 2: National Flood Hazard Layer FIRM Map

D. Rezoning Review Criteria

The Zoning Ordinance of the City of Villa Rica, Section 11.05(2)(b), requires the City Council and the legislative body to pay reasonable regard to the following when preparing and considering proposed amendments:

i. The Comprehensive Plan; <u>Villa Rica Future Land Use Map</u>

The Future Land Use Plan prescribes "Commercial Corridors" as the future land use character area for the parcels. The intent of the Downtown Activity Area is as follows:

"Enhance and maintain well-functioning, attractive corridors that serve local needs, facilitate traffic flow, and coordinate land use patterns without encroaching on adjacent neighborhoods."

"Corridors include primary roadways that may be predominately commercial, industrial, or residential in nature. Access management elements are utilized to minimize the impact of new development to traffic flow, including inter-parcel access, secondary road access, and driveway consolidation. On each corridor, access management measures are important so as not to impede traffic flow, especially since portions of these corridors are also designated truck routes. A major component of corridor design is avoiding strip, commercial development through coordinating transportation projects and adjacent land use/developments."

Based on the city's Comprehensive Plan, the Commercial Corridor area has varying design principles depending on the location. The area around Mirror Lake Blvd and Interstate 20's Exit 26 experiences moderate to high density and intensity in terms of development. According to the Comprehensive Plan, the primary future land uses for the Mirror Lake Blvd commercial corridor should include Neighborhood Commercial, Retail, Mixed Use, Professional Offices, Government Facilities, and Civic Benefit Uses such as community centers, libraries, places of worship, schools, parks, trails, and public plazas.

I. Current conditions and the character of current structures and uses in each district: **The lot is undeveloped and vacant, with no structures of any kind.**

II. The most desirable use for which the land in each district is adapted: **The proposed developments align with the Comprehensive Plan and the overall character of the area. The current use of the property as vacant land is not the highest and best use, given the acreage and the density/intensity recommendations for the commercial corridor character area stated in the Comprehensive Plan.**

III. The conservation of property values throughout the jurisdiction: **The proposed developments are commercial in nature and will not feature residential dwellings. Surrounding property values are expected to increase if the rezoning and development of the lot materialize, reducing the number of vacant parcels in the city.**

IV. Responsible development and growth: **The gas station/convenience store, package store, and the two additional undeveloped tracts will serve as future plaza areas within the Mirror Lake area of the city. According to the City's Comprehensive Plan's Future Development Map, this area is designated as a commercial corridor. The applicant is maximizing the use of the 6.09-acre parcel approved by the city council for District 1's package store by downzoning from C2 to C1 and effectively subdividing the parcel.**

The State of Georgia has several rezoning standards for consideration by decision-making bodies, as indicated in O.C.G.A. 36-67-3 (2010):

i. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property: **The surrounding abutting parcels are similarly zoned as Commercial Medium-Density (C2).**

ii. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property: **The proposed use is not expected to affect the existing uses nearby or the usability of any adjacent structures or lots. All buffers within the ordinance must be adhered to.**

iii. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned: **The purpose of the rezoning is to remain commercial but downgrade the parcels from C2 to Commercial Low-Density (C1). This rezoning aims to maximize the 6.09-acre parcel, allowing the applicant to build a filling station alongside the package store.**

iv. Whether the zoning proposal will result in a use that will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools**: No excessive usage of city infrastructure is anticipated from the rezoning.**

v. If the local government has an adopted land use plan, whether the zoning proposal conforms with the policy and intent of the land use plan: **The rezoning is partially supported by the Comprehensive Plan, which designates the area as a commercial corridor, allowing for a concentrated area for community shopping.**

vi. Whether there are other existing or changing conditions affecting the use and development of the property that give supporting grounds for either approval or disapproval of the zoning proposal: **Any negative changing conditions that are present or anticipated with the development of the property or have been discussed or mitigated.**

E. Planning and Zoning Meeting: October 1st 2024

The Planning Commission unanimously approved (3-0) the rezoning of a 6.09-acre parcel (Parcel ID: 01750250267) located on Conners Road. The zoning change is from Commercial Medium Density (C2) to Commercial Low Density (C1)

F. Comments

The applicant met with staff to discuss a rezoning. Staff reminded the applicant that they are the presumptive package store licensee for District 1 and suggested they consider building and opening the package store to the public first. They could then return to the city to request a rezoning, parcel split, and the construction of the filling station/convenience store.

- **Public Comment:** During the October 1, 2024 Special Called Planning and Zoning Meeting, representatives from surrounding properties, such as Tanner Medical and The Birch Senior Living Center, expressed disapproval of both the rezoning and the close proximity of the proposed package store to their respective lots. Citizens also voiced concerns about the package store location. Staff reminded citizens that the applicant and the subject property were granted presumptive licensee status to develop a package store within District 1 by the City Council in 2023. The rezoning request is a matter of the applicant seeking to downzone the parcel.

Recommendation:

Staff recommendation: **Approval**

Reasons:
- Meets Section 8.27: *Liquor Stores, Package Stores, and Liquor Outlets* development requirements
- Rezoning still aligns with Comprehensive Plan
- Applicant is attempting to maximize the 6.09ac lot

Public Notifications:
As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in the *Douglas Sentinel* and *Times-Georgian* on August 29, 2024; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

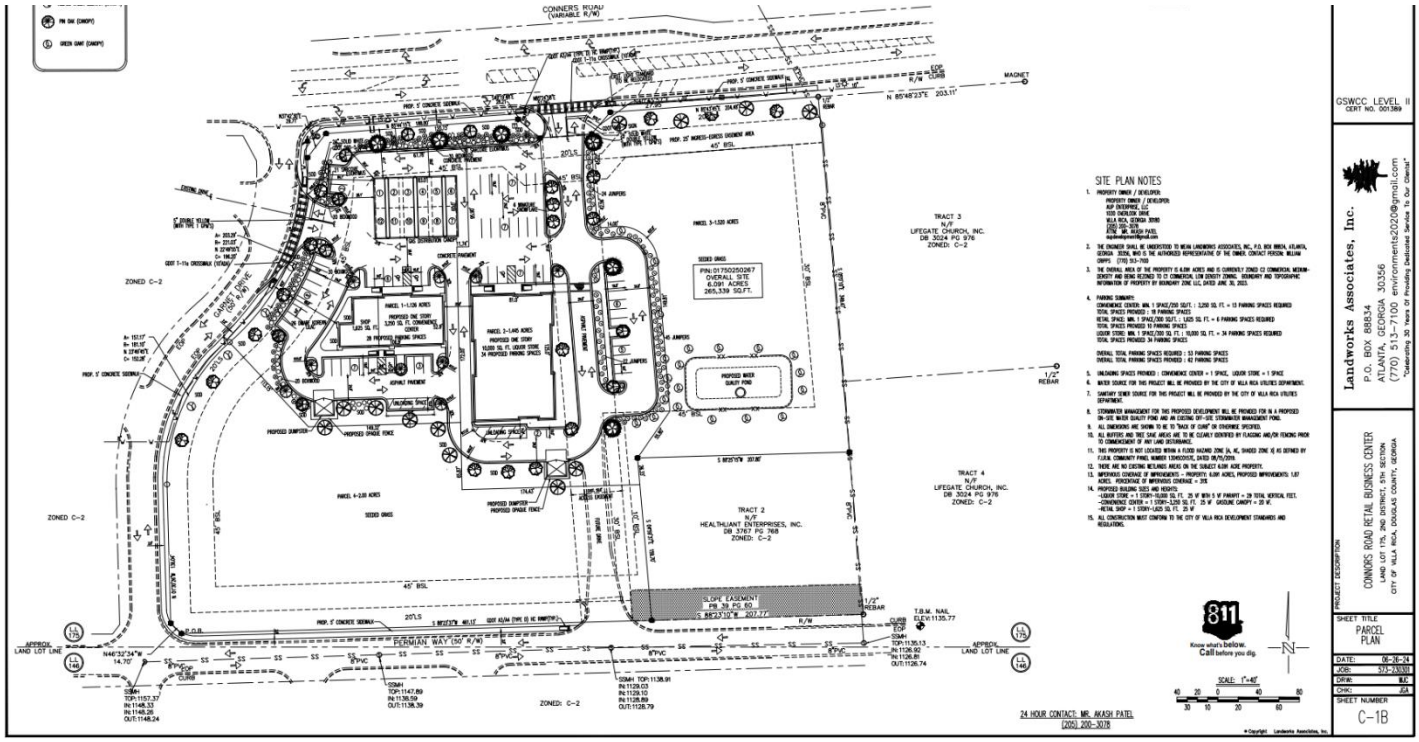
Public Response:
In response to the public notifications, no residents have contacted the city to voice concerns or support for the proposed actions.

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

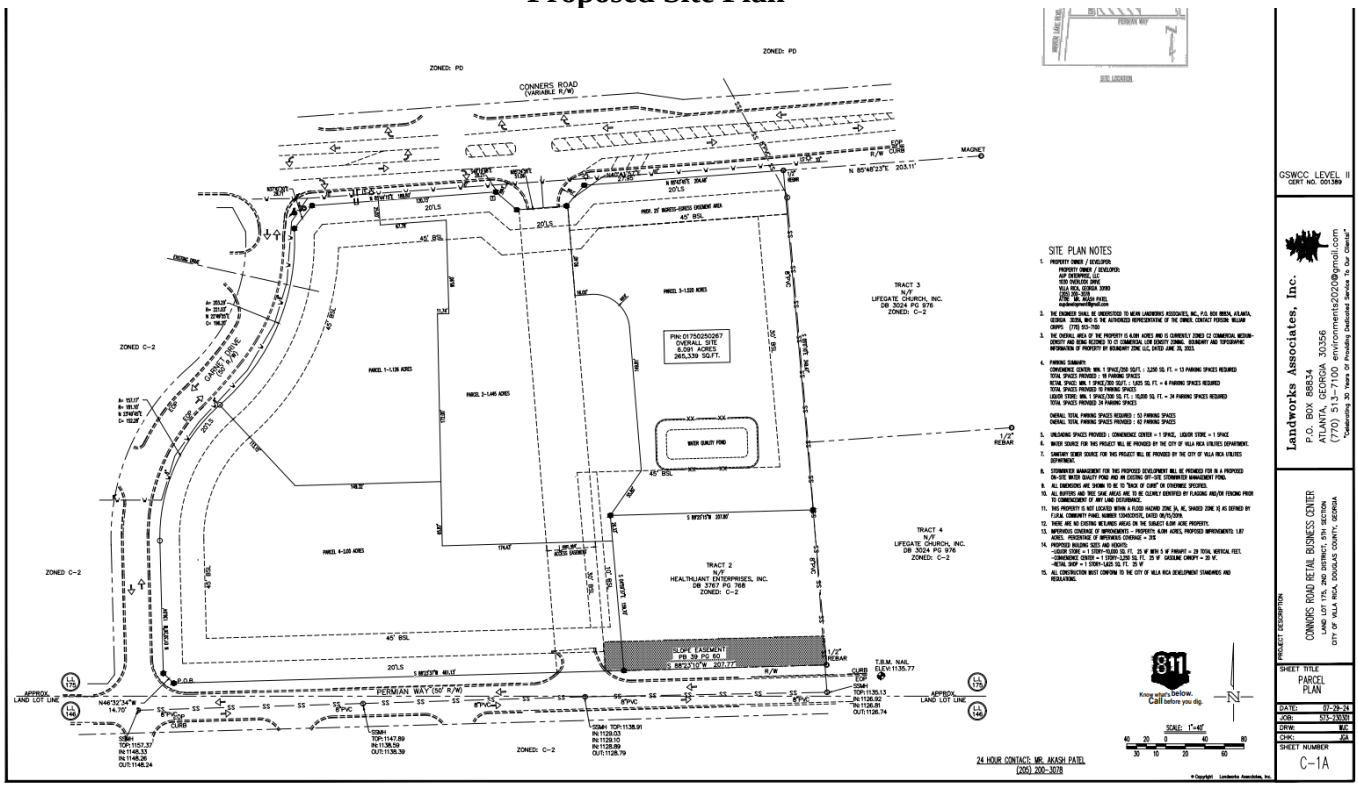
Sincerely,

Shaun Daniels
Planner
City of Villa Rica: Community Development
sdaniels@villarica.gov | 678-785-9995

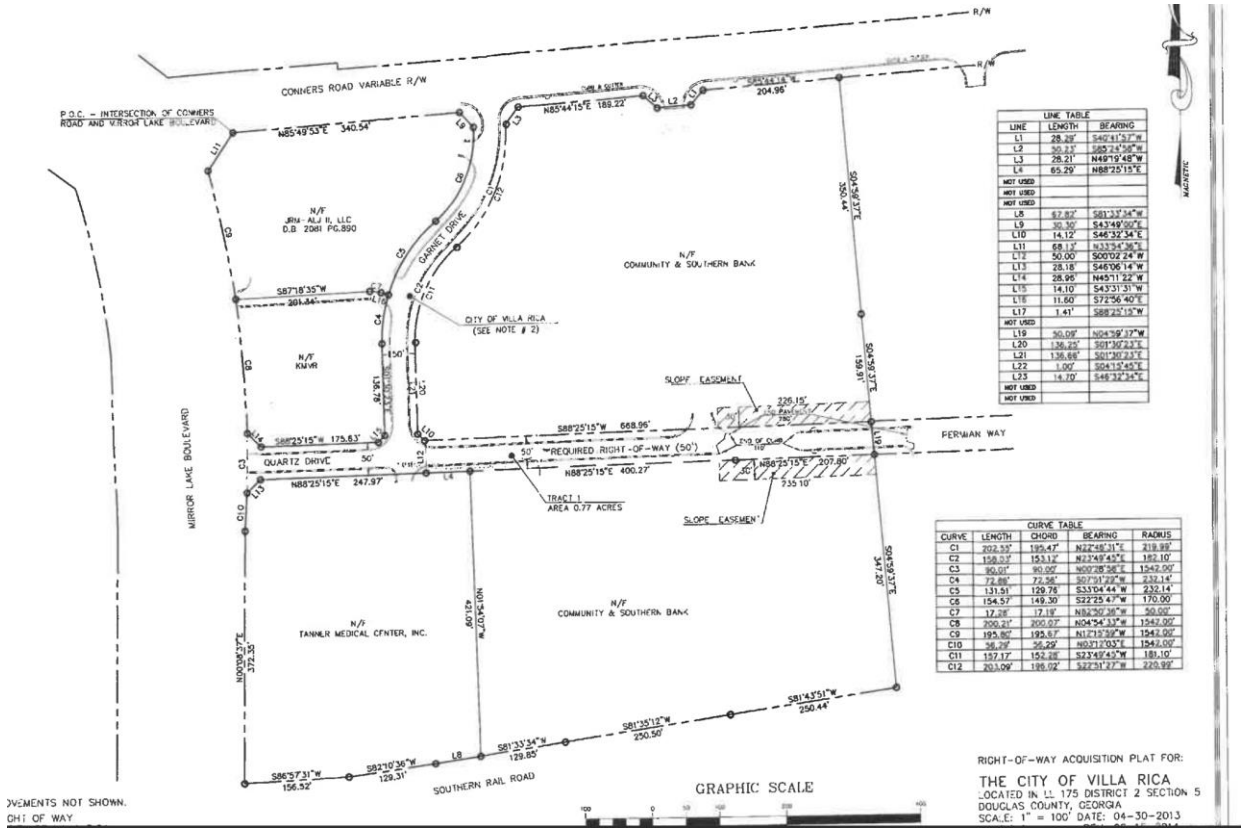
Corresponding Maps:



Proposed Site Plan



Proposed Parcel Split Site Plan

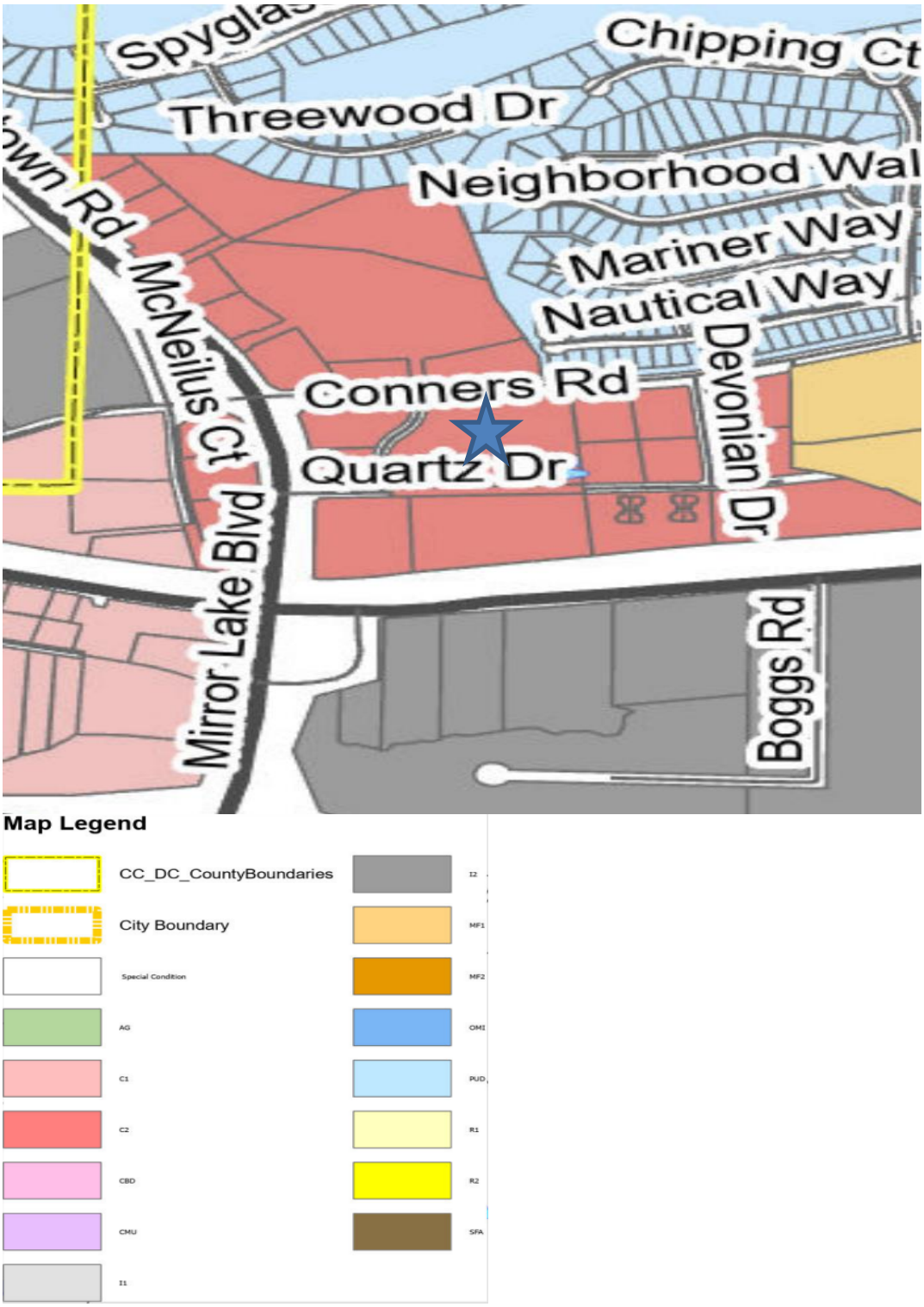


LINE TABLE		
LINE	LENGTH	BEARING
L1	28.29'	S40°41'37"W
L2	50.23'	S85°24'18"W
L3	28.21'	N49°19'48"W
L4	65.29'	N88°25'15"E
NOT USED		
NOT USED		
NOT USED		
L8	67.87'	S81°33'34"W
L9	30.30'	S43°49'00"E
L10	14.12'	S46°32'34"E
L11	68.13'	N33°54'38"E
L12	50.00'	S00°02'24"W
L13	28.18'	S46°06'14"W
L14	28.96'	N45°11'22"W
L15	14.10'	S43°31'31"W
L16	11.60'	S72°56'40"E
L17	1.41'	S88°25'15"W
NOT USED		
L19	50.09'	N04°59'37"W
L20	136.25'	S01°30'23"E
L21	136.69'	S01°30'23"E
L22	1.00'	S04°13'40"E
L23	14.70'	S46°32'34"E
NOT USED		
NOT USED		

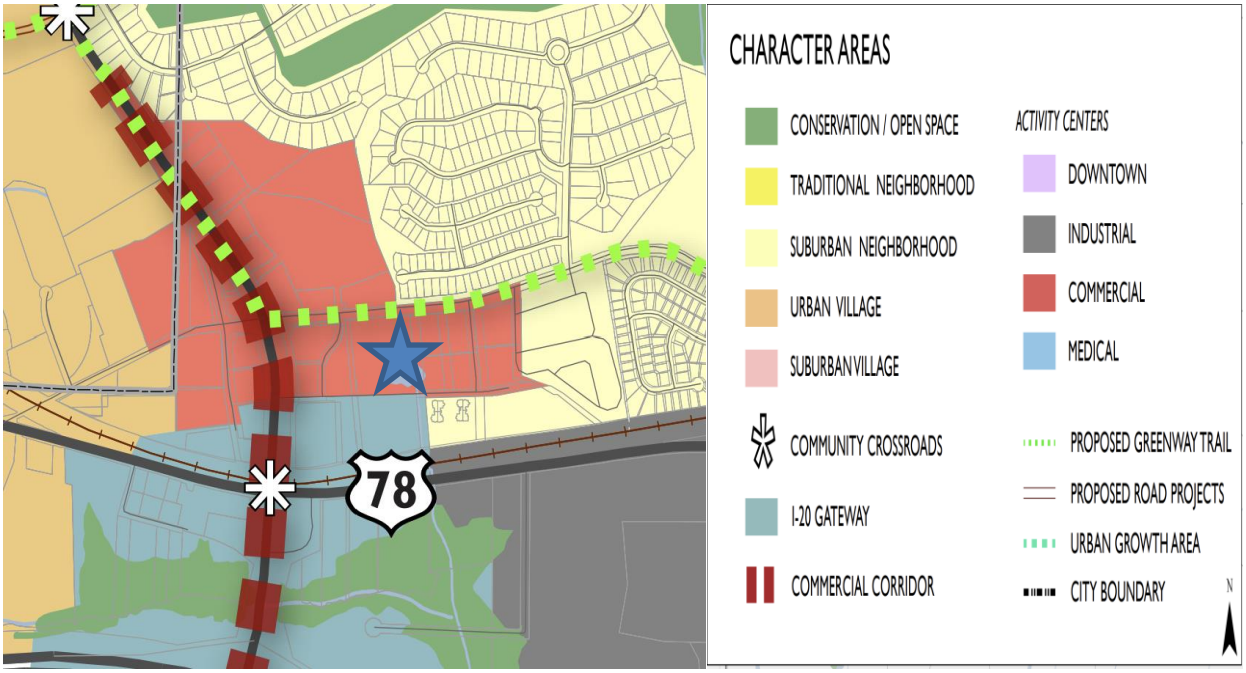
CURVE TABLE				
CURVE	LENGTH	CHORD	BEARING	RADIUS
C1	202.53'	195.47'	N22°48'31"E	219.99'
C2	158.03'	153.12'	N23°49'45"E	182.10'
C3	90.01'	90.00'	N00°38'56"E	1542.00'
C4	73.88'	72.56'	S07°31'22"W	232.14'
C5	131.51'	129.76	S33°04'44"W	232.14'
C6	154.57'	149.30	S22°25'47"W	170.00'
C7	17.28'	17.19'	N84°50'36"W	50.00'
C8	200.21'	200.07	N04°54'33"W	1542.00'
C9	195.80'	195.67'	N11°15'59"W	1542.00'
C10	56.29'	56.29'	N03°12'03"E	1542.00'
C11	137.17'	152.28'	S23°49'45"W	181.10'
C12	203.09'	196.02'	S22°51'27"W	220.99'

(2014) Right-of-Way Acquistion Plat

Villa Rica Zoning Map:



Villa Rica Future Land Use Map:



APPLICATION FOR
UDC TEXT AMENDMENT / ZONING MAP AMENDMENT

☐ UDC TEXT AMENDMENT ☑ ZONING MAP AMENDMENT

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

Date of Application: July 26, 2024

APPLICANT

Applicant Name: AUP ENTERPRISE, LLC

Address: 1030 OVERLOOK DRIVE **City:** VILLA RICA **State:** GA **Zip:** 30180

Phone: (205 200-3078 **Fax:** ( ) ____-____ **Email:** AUPDEVELOPMENT@GMAIL.COM

Agent Name: ____

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

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

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

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

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

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

REZONING REQUEST

Existing Zoning: C2 **Requested Zoning:** C1

Property Address: CONNORS ROAD **Nearest Intersection:** GARNET DRIVE

Present Use of Property: UNDEVELOPED

Proposed Use: RETAIL BUSINESS CENTER

Size of Tract: 6.091 AC. **Land Lot Numbers:** 175 **Districts:** 2ND

Gross Density: N/A **units per acre** **Net Density:** N/A **units per acre**

Property Tax Parcel Number: # 0175025067

(For Office Use Only)

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

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

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

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

Manager's Signature: ____ Date: ____

CASE # _____
UDC TEXT/ZONING MAP

The procedure for amending the Unified Development Code (UDC) text, or making changes to the Official Zoning Map are set forth in Section 2.03.B, of the UDC. Generally, the amendment process involves review by the Community Development Manager and the Planning Commission with a final review and decision by the City Council.

I, HARDIK PATEL ***, hereby state that all of the above statements and statements contained in the documents submitted with this application are true.***

Hardik Patel — 07/26/2024

Signature of Applicant — **Date**

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

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

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

☑ 3. A written statement describing the following:

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

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

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

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

e. The proposed time schedule and phasing for development;

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

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

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

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

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

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

Disclosure of Campaign Contributions

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

Has the applicant[1] made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating $250 or more or made gifts having in the aggregate a value of $250 or more to a member of the City Council or Planning Commission who will consider the application?

Yes _____ **No** ✓

If **Yes**, the applicant and the attorney representing the applicant must file a disclosure report with the City within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift $250 or greater given to Board Member
N/A		

We certify that the foregoing information is true and correct, this 26th day of JULY, 20 24.

HARDIK PATEL
Applicant's Name – Printed

Hardik Patel
Signature of Applicant

Applicant's Attorney, if applicable – Printed

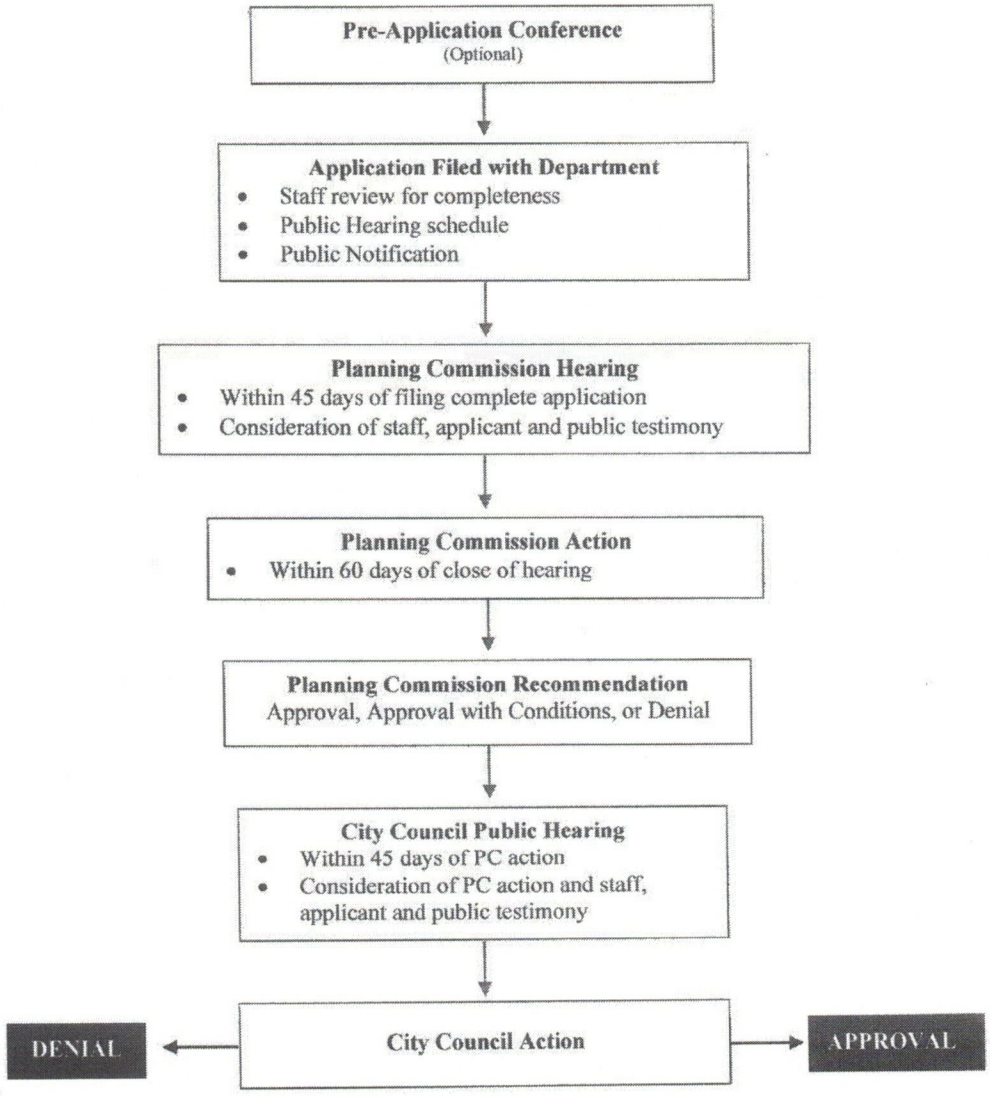
Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 26th day of July, 20 24.

DESTINY PEARSON NOTARY PUBLIC Exp. Oct. 29, 2025 CARROLL COUNTY, GA

Destiny Pearson
Notary Public

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


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

July 26, 2024

Shaun Daniels, City Planner
City of Villa Rica Planning and Zoning
571 West Bankhead Highway,
Villa Rica, Georgia 30180
(678) 785-9995
(470) 692-2747

RE: Proposed Connors Road Retail Business Center,
Rezoning Request Letter
Parcel#01750250267, 6.091 Acre Property,
Land Lot 175, 2nd District, 5th Section,
City of Villa Rica, Douglas County, Georgia

Hello:

Please accept this letter as part of our submittal application for the rezoning of the subject property that is currently zoned C2 Commercial Medium Density to a C1 Commercial Low Density zoning for this property.

We are making this request such that the following proposed developments, which are allowed in both the C2 and C1 zoning districts can be subdivided in to individual parcels within this planned development to be built-out over time. The proposed developments will consist of the following:

1. Proposed Convenience Center/Shop Space – 4,875 Sq. Ft. (Future Parcel 1) Consisting of 1.126 Acres
2. Proposed Liquor Store – 10,000 Sq. Ft. (Future Parcel 2) Consisting of 1.445 Acres
3. Open Land (Future Parcel 3) Consisting of 1.520 Acres
4. Open Land (Future Parcel 4) Consisting of 2.00 Acres

Each of the planned developments are consistent with allowable uses in the C1 Commercial Low Density zoning district based on City of Villa Rica's Appendix B – Zoning Code of Ordinance.

The planned future parcel sizes are slightly larger than the minimum property size requirement of at least 1.0 acres in size in accordance with the C1 Commercial Low Density zoning requirements.

Sincerely,
AUP Enterprise, LLC

Hardik Patel

Mr. Hardik Patel
Member

July 26, 2024

Shaun Daniels, City Planner
City of Villa Rica Planning and Zoning
571 West Bankhead Highway,
Villa Rica, Georgia 30180
(678) 785-9995
(470) 692-2747

RE: Proposed Connors Road Retail Business Center,
Rezoning Request Letter
Parcel#01750250267, 6.091 Acre Property,
Land Lot 175, 2nd District, 5th Section,
City of Villa Rica, Douglas County, Georgia

Hello:

Please accept this letter as part of our submittal application for the rezoning of the subject property that is currently zoned C2 Commercial Medium Density to a C1 Commercial Low Density zoning.

The following represents our "Written Statement" concerning our rezoning request for the subject property:

a. The proposed uses are consistent with the surrounding property area uses. There would be no effect on the surrounding properties and will not be detrimental to the general public interest and the purposes of the City Codes;

b. The proposed uses on for this property, being Convenience Center/Shop Space and Liquor Store is consistent with the intent and purpose of the City Codes and the goals and policies of the Comprehensive Plan for this property location;

c. The surrounding area has been established as a "general business area" consisting of retail, business and residential uses and we do not feel the proposed change from the existing C2 Commercial Medium Density to a C1 Commercial Low Density zoning will have any negative effect on the area or surrounding properties;

d. The proposed amendment change is not being made due to changed or changing social values, new concepts or other social or economic conditions in the area. It is the intent of the proposed developments for this property to provide addition retail and business conveniences to the surrounding area;

e. The proposed time schedule for the building of the initial development, Liquor Store and Convenience Center is anticipated to begin in the fall of 2024. We anticipate the construction process to involve a timeline of approximately 9 to 12 months to complete and open for business in the fall of 2025. The remaining open land consisting of 3.52 acres is not being initially developed at this time and is contingent upon what the local business market and desires are needed in this area consistent with the C1 Commercial Low Density zoning uses;

f. The subject property is surrounded by existing utilities to support the proposed development with sanitary sewer located in the public right-of-way area of Permian Way at the rear of the subject property, owned and operated by the Douglasville-Douglas County Water and Sewer Authority and an existing water line system located in the public right-of-way area of Connors Road at the front of the site, also owned and operated by the Douglasville-Douglas County Water and Sewer Authority. Other supportive utilities being Greystone Power Corporation, Austell Natural Gas System and communication providers are located in the vicinity of the subject property;

g. Connors Road located at the front of the subject property, has been developed as a five (5) lane roadway system with deceleration lanes in-place that will adequately service the proposed development needs of this property. Additionally, located along the west boundary limit is the public right-of-way of Garnet Drive and along the south boundary limit is the public right-of-way of Permian Way. These existing roadway systems will provide excellent optional traffic patterns to support the proposed developments of this property; and

h. Beyond the City of Villa Rica, the Douglasville-Douglas County Water and Sewer Authority will be involved in approving and permitting the planned developments associated with the property.

Sincerely,
AUP Enterprise, LLC

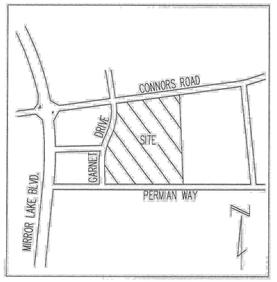
Hardik Patel

Mr. Hardik Patel
Member

UTILITY PROVIDERS LIST

CITY OF VILLA RICA UTILITIES DEPARTMENT
185 BARBER INDUSTRIAL COURT
VILLA RICA, GEORGIA 30180
(678) 840-1404

GREYSTONE POWER CORPORATION
4040 BANKHEAD HIGHWAY
DOUGLASVILLE, GEORGIA 30134
770-942-6576
AUSTELL NATURAL GAS SYSTEM
2838 JOE JENKINS BLVD., P.O. BOX 685
AUSTELL, GEORGIA 30106
770-948-1841



SITE LOCATION

TREE LEGEND:

- RED OAK (CANOPY)
- SUGAR MAPLE (CANOPY)
- RED MAPLE (CANOPY)
- AMERICAN SWEET GUM (CANOPY)
- VILLAGE GREEN ZELKOVA (CANOPY)
- PIN OAK (CANOPY)
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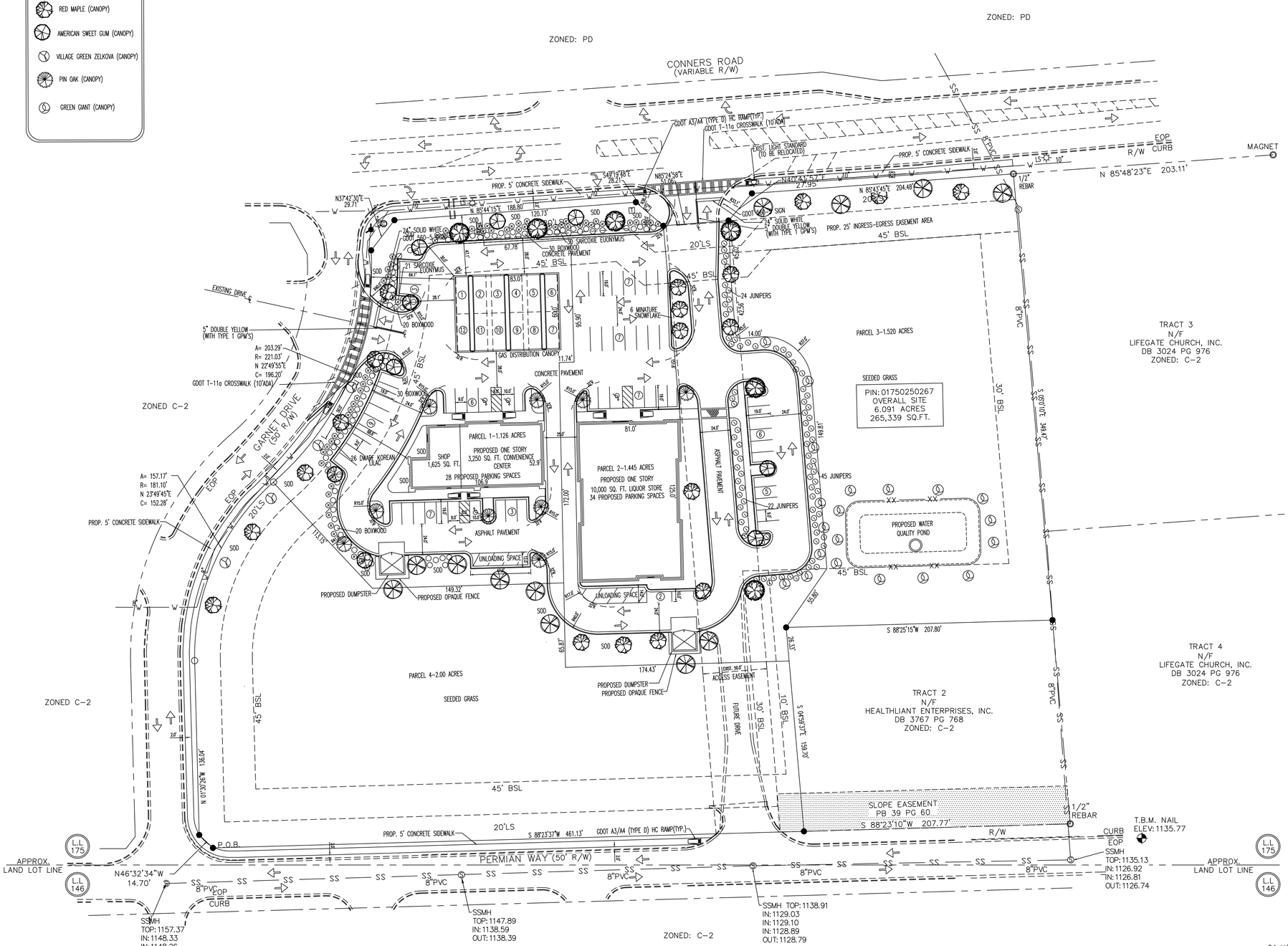

SITE PLAN NOTES

1. PROPERTY OWNER / DEVELOPER:
   PROPERTY OWNER / DEVELOPER:
   AUP ENTERPRISE, LLC
   1030 OVERLOOK DRIVE
   VILLA RICA, GEORGIA 30180
   (205) 200-3078
   ATTN: MR. AKASH PATEL
   aupdevelopment@gmail.com
2. THE ENGINEER SHALL BE UNDERSTOOD TO MEAN LANDWORKS ASSOCIATES, INC., P.O. BOX 88834, ATLANTA, GEORGIA 30356, WHO IS THE AUTHORIZED REPRESENTATIVE OF THE OWNER. CONTACT PERSON: WILLIAM CRIPPS (770) 513-7100
3. THE OVERALL AREA OF THE PROPERTY IS 6.091 ACRES AND IS CURRENTLY ZONED C2 COMMERCIAL MEDIUM-DENSITY AND BEING REZONED TO C1 COMMERCIAL LOW DENSITY ZONING. BOUNDARY AND TOPOGRAPHIC INFORMATION OF PROPERTY BY BOUNDARY ZONE LLC, DATED JUNE 30, 2023.
4. PARKING SUMMARY:
   CONVENIENCE CENTER: MIN. 1 SPACE/250 SQ.FT. : 3,250 SQ. FT. = 13 PARKING SPACES REQUIRED
   TOTAL SPACES PROVIDED : 18 PARKING SPACES
   RETAIL SPACE: MIN. 1 SPACE/300 SQ.FT. : 1,625 SQ. FT. = 6 PARKING SPACES REQUIRED
   TOTAL SPACES PROVIDED 10 PARKING SPACES
   LIQUOR STORE: MIN. 1 SPACE/300 SQ. FT. : 10,000 SQ. FT. = 34 PARKING SPACES REQUIRED
   TOTAL SPACES PROVIDED 34 PARKING SPACES

   OVERALL TOTAL PARKING SPACES REQUIRED : 53 PARKING SPACES
   OVERALL TOTAL PARKING SPACES PROVIDED : 62 PARKING SPACES
5. UNLOADING SPACES PROVIDED : CONVENIENCE CENTER = 1 SPACE, LIQUOR STORE = 1 SPACE
6. WATER SOURCE FOR THIS PROJECT WILL BE PROVIDED BY THE CITY OF VILLA RICA UTILITIES DEPARTMENT.
7. SANITARY SEWER SOURCE FOR THIS PROJECT WILL BE PROVIDED BY THE CITY OF VILLA RICA UTILITIES DEPARTMENT.
8. STORMWATER MANAGEMENT FOR THIS PROPOSED DEVELOPMENT WILL BE PROVIDED FOR IN A PROPOSED ON-SITE WATER QUALITY POND AND AN EXISTING OFF-SITE STORMWATER MANAGEMENT POND.
9. ALL DIMENSIONS ARE SHOWN TO BE TO "BACK OF CURB" OR OTHERWISE SPECIFIED.
10. ALL BUFFERS AND TREE SAVE AREAS ARE TO BE CLEARLY IDENTIFIED BY FLAGGING AND/OR FENCING PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE.
11. THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD ZONE ¡A, AE, SHADED ZONE X¡ AS DEFINED BY F.I.R.M. COMMUNITY PANEL NUMBER 13045C0157E, DATED 08/15/2019.
12. THERE ARE NO EXISTING WETLANDS AREAS ON THE SUBJECT 6.091 ACRE PROPERTY.
13. IMPERVIOUS COVERAGE OF IMPROVEMENTS – PROPERTY: 6.091 ACRES, PROPOSED IMPROVEMENTS: 1.87 ACRES. PERCENTAGE OF IMPERVIOUS COVERAGE = 31%
14. PROPOSED BUILDING SIZES AND HEIGHTS:
    -LIQUOR STORE = 1 STORY-10,000 SQ. FT. 25 VF WITH 5 VF PARAPIT = 29 TOTAL VERTICAL FEET.
    -CONVENIENCE CENTER = 1 STORY-3,250 SQ. FT. 25 VF GASOLINE CANOPY = 20 VF.
    -RETAIL SHOP = 1 STORY-1,625 SQ. FT. 25 VF
15. ALL CONSTRUCTION MUST CONFORM TO THE CITY OF VILLA RICA DEVELOPMENT STANDARDS AND REGULATIONS.

24 HOUR CONTACT: MR. AKASH PATEL
(205) 200-3078

811 Know what's below. Call before you dig.

SCALE: 1"=40'

40 20 0 40 80
30 10 20 60

© Copyright Landworks Associates, Inc.

REVISIONS

GSWCC LEVEL II
CERT NO. 001389

Landworks Associates, Inc.
P.O. BOX 88834
ATLANTA, GEORGIA 30356
(770) 513-7100 environments2020@gmail.com
"Celebrating 30 Years Of Providing Dedicated Service To Our Clients!"

PROJECT DESCRIPTION
CONNORS ROAD RETAIL BUSINESS CENTER
LAND LOT 175, 2ND DISTRICT, 5TH SECTION
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

SHEET TITLE
PARCEL PLAN

DATE:	06-26-24
JOB:	573-230301
DRW:	WJC
CHK:	JGA

SHEET NUMBER
C-1B

UTILITY PROVIDERS LIST

CITY OF VILLA RICA UTILITIES DEPARTMENT
185 BARBER INDUSTRIAL COURT
VILLA RICA, GEORGIA 30180
(678) 840-1404

GREYSTONE POWER CORPORATION
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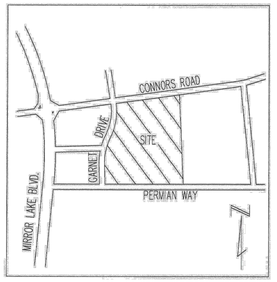

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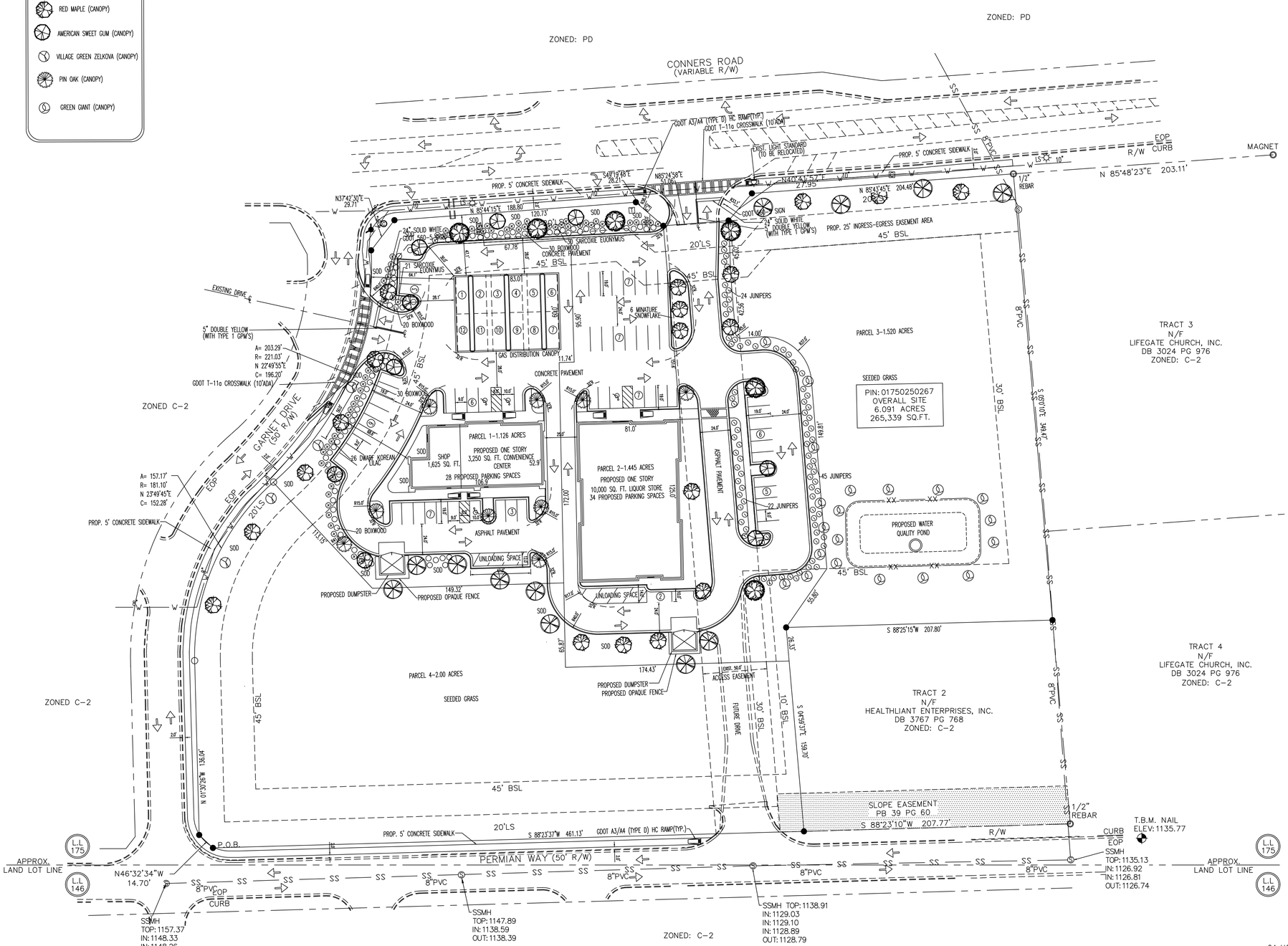

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   VILLA RICA, GEORGIA 30180
   (205) 200-3078
   ATTN: MR. AKASH PATEL
   aupdevelopment@gmail.com
2. THE ENGINEER SHALL BE UNDERSTOOD TO MEAN LANDWORKS ASSOCIATES, INC., P.O. BOX 88834, ATLANTA, GEORGIA 30356, WHO IS THE AUTHORIZED REPRESENTATIVE OF THE OWNER. CONTACT PERSON: WILLIAM CRIPPS (770) 513-7100
3. THE OVERALL AREA OF THE PROPERTY IS 6.091 ACRES AND IS CURRENTLY ZONED C2 COMMERCIAL MEDIUM-DENSITY AND BEING REZONED TO C1 COMMERCIAL LOW DENSITY ZONING. BOUNDARY AND TOPOGRAPHIC INFORMATION OF PROPERTY BY BOUNDARY ZONE LLC, DATED JUNE 30, 2023.
4. PARKING SUMMARY:
   CONVENIENCE CENTER: MIN. 1 SPACE/250 SQ.FT. : 3,250 SQ. FT. = 13 PARKING SPACES REQUIRED
   TOTAL SPACES PROVIDED : 18 PARKING SPACES
   RETAIL SPACE: MIN. 1 SPACE/300 SQ.FT. : 1,625 SQ. FT. = 6 PARKING SPACES REQUIRED
   TOTAL SPACES PROVIDED 10 PARKING SPACES
   LIQUOR STORE: MIN. 1 SPACE/300 SQ. FT. : 10,000 SQ. FT. = 34 PARKING SPACES REQUIRED
   TOTAL SPACES PROVIDED 34 PARKING SPACES

   OVERALL TOTAL PARKING SPACES REQUIRED : 53 PARKING SPACES
   OVERALL TOTAL PARKING SPACES PROVIDED : 62 PARKING SPACES
5. UNLOADING SPACES PROVIDED : CONVENIENCE CENTER = 1 SPACE, LIQUOR STORE = 1 SPACE
6. WATER SOURCE FOR THIS PROJECT WILL BE PROVIDED BY THE CITY OF VILLA RICA UTILITIES DEPARTMENT.
7. SANITARY SEWER SOURCE FOR THIS PROJECT WILL BE PROVIDED BY THE CITY OF VILLA RICA UTILITIES DEPARTMENT.
8. STORMWATER MANAGEMENT FOR THIS PROPOSED DEVELOPMENT WILL BE PROVIDED FOR IN A PROPOSED ON-SITE WATER QUALITY POND AND AN EXISTING OFF-SITE STORMWATER MANAGEMENT POND.
9. ALL DIMENSIONS ARE SHOWN TO BE TO "BACK OF CURB" OR OTHERWISE SPECIFIED.
10. ALL BUFFERS AND TREE SAVE AREAS ARE TO BE CLEARLY IDENTIFIED BY FLAGGING AND/OR FENCING PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE.
11. THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD ZONE ¡A, AE, SHADED ZONE X¡ AS DEFINED BY F.I.R.M. COMMUNITY PANEL NUMBER 13045C0157E, DATED 08/15/2019.
12. THERE ARE NO EXISTING WETLANDS AREAS ON THE SUBJECT 6.091 ACRE PROPERTY.
13. IMPERVIOUS COVERAGE OF IMPROVEMENTS – PROPERTY: 6.091 ACRES, PROPOSED IMPROVEMENTS: 1.87 ACRES. PERCENTAGE OF IMPERVIOUS COVERAGE = 31%
14. PROPOSED BUILDING SIZES AND HEIGHTS:
    -LIQUOR STORE = 1 STORY-10,000 SQ. FT. 25 VF WITH 5 VF PARAPIT = 29 TOTAL VERTICAL FEET.
    -CONVENIENCE CENTER = 1 STORY-3,250 SQ. FT. 25 VF GASOLINE CANOPY = 20 VF.
    -RETAIL SHOP = 1 STORY-1,625 SQ. FT. 25 VF
15. ALL CONSTRUCTION MUST CONFORM TO THE CITY OF VILLA RICA DEVELOPMENT STANDARDS AND REGULATIONS.

24 HOUR CONTACT: MR. AKASH PATEL
(205) 200-3078

811 Know what's below. Call before you dig.

SCALE: 1"=40'

40 20 0 40 80
30 10 20 60

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REVISIONS

GSWCC LEVEL II
CERT NO. 001389

Landworks Associates, Inc.
P.O. BOX 88834
ATLANTA, GEORGIA 30356
(770) 513-7100 environments2020@gmail.com
"Celebrating 30 Years Of Providing Dedicated Service To Our Clients!"

PROJECT DESCRIPTION
CONNORS ROAD RETAIL BUSINESS CENTER
LAND LOT 175, 2ND DISTRICT, 5TH SECTION
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

SHEET TITLE
PARCEL PLAN

DATE:	06-26-24
JOB:	573-230301
DRW:	WJC
CHK:	JGA

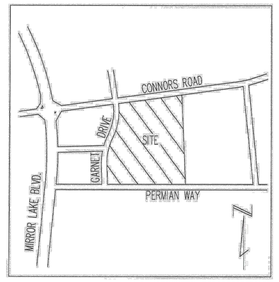
SHEET NUMBER
C-1B

UTILITY PROVIDERS LIST

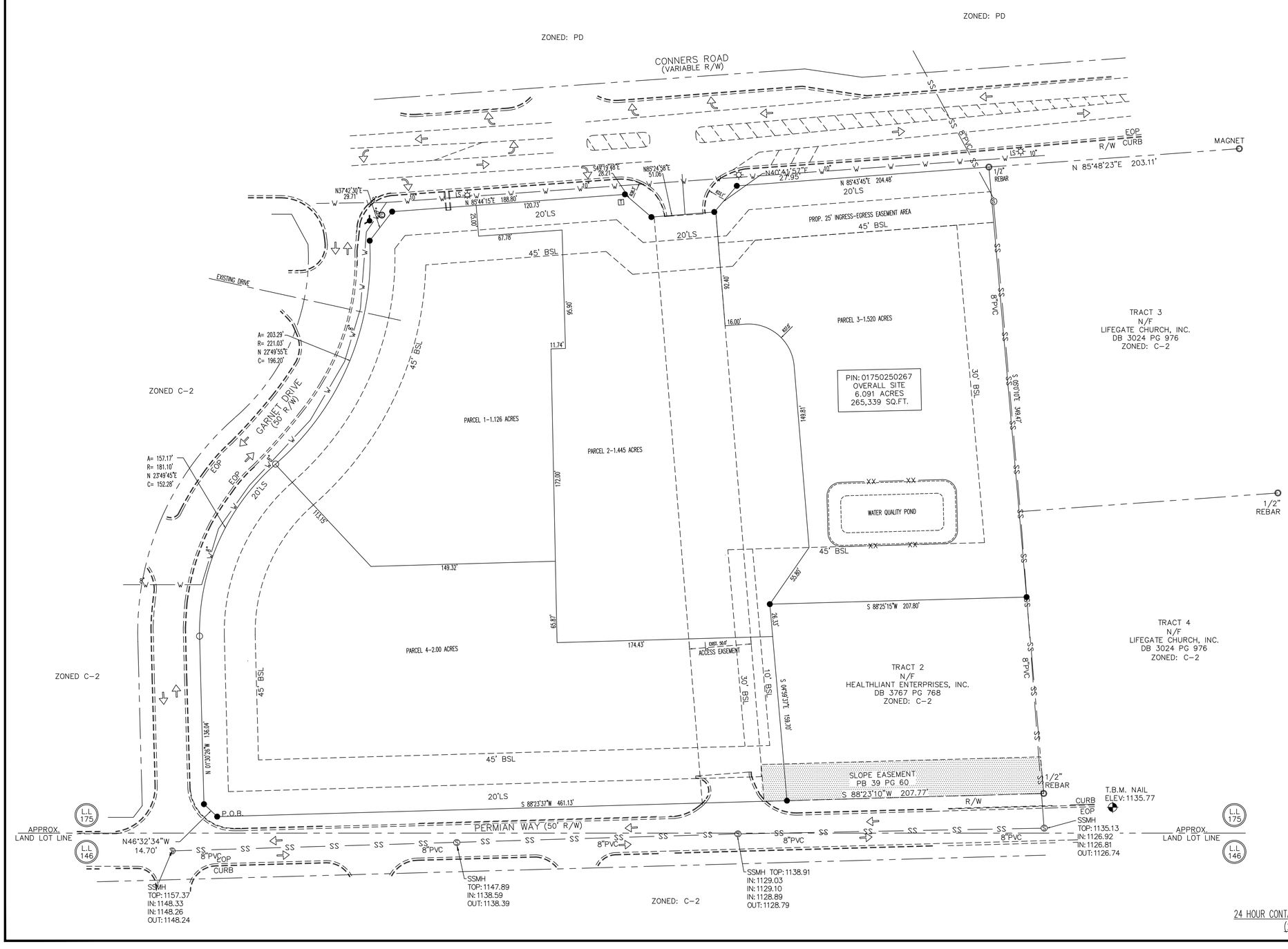
CITY OF VILLA RICA UTILITIES DEPARTMENT
185 BARBER INDUSTRIAL COURT
VILLA RICA, GEORGIA 30180
(678) 840-1404

GREYSTONE POWER CORPORATION
4040 BANKHEAD HIGHWAY
DOUGLASVILLE, GEORGIA 30134
770-942-6576

AUSTELL NATURAL GAS SYSTEM
2838 JOE JENKINS BLVD., P.O. BOX 685
AUSTELL, GEORGIA 30106
770-948-1841



SITE LOCATION



SITE PLAN NOTES

1. PROPERTY OWNER / DEVELOPER:
   PROPERTY OWNER / DEVELOPER:
   AUP ENTERPRISE, LLC
   1030 OVERLOOK DRIVE
   VILLA RICA, GEORGIA 30180
   (205) 200-3078
   ATTN: MR. AKASH PATEL
   aupdevelopment@gmail.com
2. THE ENGINEER SHALL BE UNDERSTOOD TO MEAN LANDWORKS ASSOCIATES, INC., P.O. BOX 888834, ATLANTA, GEORGIA 30356, WHO IS THE AUTHORIZED REPRESENTATIVE OF THE OWNER. CONTACT PERSON: WILLIAM CRIPPS (770) 513-7100
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15. ALL CONSTRUCTION MUST CONFORM TO THE CITY OF VILLA RICA DEVELOPMENT STANDARDS AND REGULATIONS.

Know what's below. Call before you dig.

SCALE: 1"=40'

24 HOUR CONTACT: MR. AKASH PATEL
(205) 200-3078

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REVISIONS

GSWCC LEVEL II
CERT NO. 001389

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P.O. BOX 888834
ATLANTA, GEORGIA 30356
(770) 513-7100 environments2020@gmail.com
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PROJECT DESCRIPTION
CONNORS ROAD RETAIL BUSINESS CENTER
LAND LOT 175, 2ND DISTRICT, 5TH SECTION
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA

SHEET TITLE
PARCEL PLAN

DATE:	07-29-24
JOB:	573-230301
DRW:	WJC
CHK:	JGA

SHEET NUMBER
C-1A

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION. AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, NOR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. 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.

DANIEL F. CONROY PLS #2350

07/27/2023
DATE

GEORGIA REGISTERED No. 2350 LAND SURVEYOR DANIEL F. CONROY

FOR THE FIRM
BOUNDARY ZONE, INC.
LSF #839

REFERENCE PLATS

1. ALTA/NSPS LAND TITLE SURVEY FOR AUP ENTERPRISE, LLC.
2. PLAT BOOK 39 PAGE 60 PREPARED BY GEORGIA & WEST, INC. DATED 04/30/2013, REVISED ON 06/16/2014 AND RECORED ON 08/05/2014 AT CLERK SUPERIOR COURT OF DOUGLAS COUNTY, GEORGIA.
3. PLAT BOOK 40 PAGE 340 PREPARED BY GEORGIA & WEST, INC. DATED 09/17/2019 AND RECORED ON 10/24/2019 AT CLERK SUPERIOR COURT OF DOUGLAS COUNTY, GEORGIA.

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 175 OF THE 2ND DISTRICT, 5TH SECTION OF DOUGLAS COUNTY, GEORGIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION POINT OF THE EASTERLY RIGHT-OF-WAY OF MIRROR LAKE BOULEVARD AND THE SOUTHERLY RIGHT-OF-WAY OF QUARTZ DRIVE (50' RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY OF QUARTZ DRIVE NORTH 46°06'0" EAST FOR A DISTANCE OF 28.18' TO A POINT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY OF QUARTZ DRIVE NORTH 88°25'01" EAST FOR A DISTANCE OF 247.97' TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY OF QUARTZ DRIVE NORTH 0°02'10" EAST FOR A DISTANCE OF 50.0' TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF QUARTZ DRIVE AND BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 46°32'34" WEST FOR A DISTANCE OF 14.70' TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF GARNET DRIVE (50' RIGHT-OF-WAY) ; THENCE ALONG SAID RIGHT-OF-WAY OF GARNET DRIVE NORTH 01°30'26" WEST FOR A DISTANCE OF 136.04' TO A POINT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY OF GARNET DRIVE FOLLOW A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 157.17', WITH A RADIUS OF 181.10', WITH A CHORD BEARING OF NORTH 23°49'45" EAST, WITH A CHORD LENGTH OF 152.28' TO A POINT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY OF GARNET DRIVE FOLLOW A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 203.29', WITH A RADIUS OF 221.03', WITH A CHORD BEARING OF NORTH 22°49'55" EAST, WITH A CHORD LENGTH OF 196.20' TO A POINT; THENCE NORTH 37°42'30" EAST FOR A DISTANCE OF 29.71' TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF CONNERS ROAD (VARIABLE RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY OF CONNERS ROAD NORTH 85°44'15" EAST FOR A DISTANCE OF 188.80' TO A POINT; THENCE SOUTH 49°19'48" EAST FOR A DISTANCE OF 28.21' TO A POINT; THENCE NORTH 85°24'58" EAST FOR A DISTANCE OF 51.06' TO A POINT; THENCE NORTH 40°41'57" EAST FOR A DISTANCE OF 27.95' TO A POINT; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY OF CONNERS ROAD NORTH 85°43'45" EAST FOR A DISTANCE OF 204.48' TO A 1/2" REBAR FOUND; THENCE LEAVING SAID RIGHT-OF-WAY OF CONNERS ROAD SOUTH 05°0'10" EAST FOR A DISTANCE OF 349.47' TO A POINT; THENCE SOUTH 88°25'15" WEST FOR A DISTANCE OF 207.80' TO A POINT; THENCE SOUTH 04°59'37" EAST FOR A DISTANCE OF 159.70' TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF QUARTZ DRIVE; THENCE ALONG SAID RIGHT-OF-WAY OF QUARTZ DRIVE SOUTH 88°23'37" WEST FOR A DISTANCE OF 461.13' TO THE TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINING 6.091 ACRES (265,339 SQUARE FEET), MORE OR LESS.

NOTES

1) ALTA/NSPS LAND TITLE SURVEY IN ACCORDANCE WITH:

2) ALL TITLE EXCEPTIONS PER ABSTRACT OF TITLE HAVE BEEN ADDRESSED

3) LEGAL DESCRIPTIONS SHOWN HEREON DESCRIBE THE SAME PROPERTY AS CONTAINED WITHIN SCHEDULE A OF THE ABSTRACT OF TITLE

4) INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.

5) NO EVIDENCE OF RECENT EARTH MOVING, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED AT TIME OF SURVEY.

6) NO EVIDENCE OF RECENT STREET OF SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED AT TIME OF SURVEY.

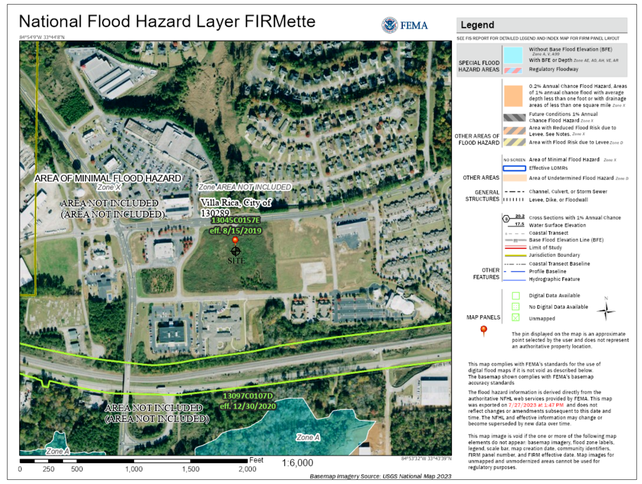
TO: AUP ENTERPRISE, LLC.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(b), 7(b)(1), 8, 9 & 13 OF TABLE A THEREOF.

07/27/2023
DATE

DANIEL F. CONROY – R.L.S.# 2350
GEORGIA REG. LAND SURVEYOR NO. 2350
FOR THE FIRM BOUNDARY ZONE, INC.

PURSUANT TO RULE 180-6.09 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THE TERM "CERTIFY" OR "CERTIFICATION" RELATING TO LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED ON FACTS AND KNOWLEDGE KNOWN TO THE LAND SURVEYOR AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.



VICINITY MAP
(NOT TO SCALE)

FLOOD STATEMENT

BY GRAPHIC PLOTTING ONLY, I HAVE EXAMINED THE INTERMEDIATE REGIONAL FLOOD PANEL CURRENTLY AVAILABLE AND FOUND THAT THE PROPERTY IN QUESTION IS IN THE ZONE 'X' FLOOD HAZARD ZONE ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM), PANEL NUMBER 13045C0157E, WHICH BEARS AN EFFECTIVE DATE OF 08/15/2019, CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA.

SITE ADDRESS:

CONNERS ROAD, VILLA RICA, GA 30180
PARCEL ID: 01750250267

TOTAL AREA:

6.091 ACRES OR 265,339 SQUARE FEET

ZONING INFORMATION:
C-2
(COMMERCIAL MEDIUM-DENSITY DISTRICT)

FRONT SETBACK: 40 FT.
SIDE SETBACK: 10 FT.
REAR SETBACK: 45 FT.

MAXIMUM HEIGHT: 60 FT.

THE SURVEYOR IN NO WAY INTENDS TO INTERPRET OR MAKE CONCLUSION REGARDING THE ZONING AND SETBACK DESIGNATION SHOWN HEREON. THIS INFORMATION IS REPORTED FROM PUBLIC INFORMATION OBTAINED FROM CITY OF VILLA RICA, GA PLANNING AND ZONING DEPARTMENT.

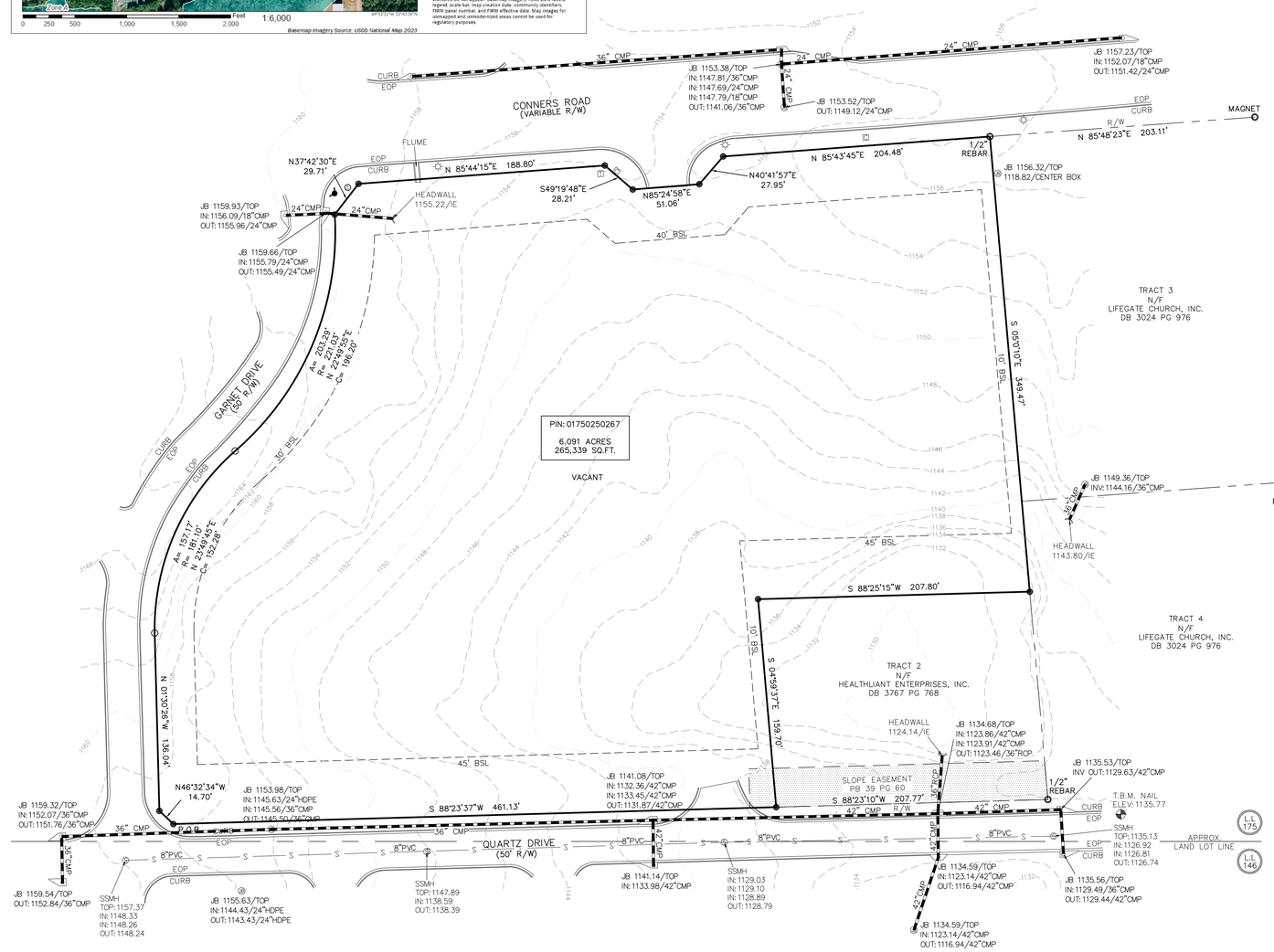
INFORMATION WAS OBTAINED ON 07/28/2023.

SURVEYOR'S CERTIFICATE:

1. THIS SURVEY WAS MADE ON THE GROUND AND CORRECTLY SHOWS (i) THE BOUNDARIES AND AREAS OF THE SUBJECT PROPERTY AND THE SIZE, LOCATION AND TYPE OF BUILDINGS AND IMPROVEMENTS THEREON AND THE DISTANCE THEREFROM TO THE NEAREST FACING EXTERIOR PROPERT LINES OF THE SUBJECT PROPERTY; (ii) THE LOCATION OF ALL RIGHTS-OF-WAY, EASEMENTS AND ANY OTHER MATTERS OF RECORD (OR OF WHICH I HAVE KNOWLEDGE OR HAVE BEEN ADVISED, WHETHER OR NOT OF RECORD) AFFECTING THE SUBJECT PROPERTY; (iii) THE LOCATION OF THE PARKING AREAS ON THE SUBJECT PROPERTY SHOWING THE NUMBER OF PARKING SPACES PROVIDED THEREBY; (iv) ALL ABUTTING DEDICATED PUBLIC STREETS PROVIDING ACCESS TO THE SUBJECT PROPERTY TOGETHER WITH THE WIDTH AND NAME THEREOF; AND (v) ALL OTHER SIGNIFICANT ITEMS ON THE SUBJECT PROPERTY;
2. EXCEPT AS SHOWN ON THIS SURVEY AND AS NOTED BELOW, THERE ARE NO (i) ENCROACHMENTS UPON THE SUBJECT PROPERTY BY IMPROVEMENTS ON ADJACENT PROPERTY; (ii) ENCROACHMENTS ON ADJACENT PROPERTY, STREETS OR ALLEYS BY ANY IMPROVEMENTS ON THE SUBJECT PROPERTY; (iii) PARTY WALLS, OR (iv) CONFLICTS OR PROTRUSIONS;
3. ADEQUATE INGRESS TO AND EGRESS FROM THE SUBJECT PROPERTY IS PROVIDED BY CONNERS ROAD AND QUARTZ DRIVE; ALL REQUIRED BUILDING SETBACK LINES ON THE SUBJECT PROPERTY ARE LOCATED AS SHOWN HEREON;
4. THE SUBJECT PROPERTY DOES SERVE AND IS SERVED BY ADJOINING PROPERTIES FOR UTILITIES, DRAINAGE, INGRESS AND EGRESS, OR ANY OTHER PURPOSE, EXCEPT AS MAY BE SHOWN ON THIS SURVEY AND AS NOTED BELOW; AND
5. I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD MAP AND FOUND THAT THE SUBJECT PROPERTY IS NOT LOCATED IN ANY SPECIAL FLOOD HAZARD AREA.

07/27/2023
DATE

DANIEL F. CONROY ~ R.L.S.# 2350
BOUNDARY ZONE, INC. ~ L.S.F.#839
800 SATELLITE BLVD, SUWANEE, GA 30024



NO.	REVISION	DATE
1		
2		
3		
4		
5		
6		

GRAPHIC SCALE - IN FEET
0 5 10 15 20

GRID NORTH
GA. WEST ZONE
NAD 83
NAVD 88

SCALE: 1" = 50'

ALTA/NSPS LAND TITLE SURVEY

PREPARED FOR: AUP ENTERPRISE.LLC
PARCERL ID: 01750250267
LAND LOT 175, 2ND DISTRICT, 5TH SECTION
DOUGLAS COUTNY, GEORGIA - 07/27/2023

THIS SURVEY WAS MADE WITH THE BENEFIT OF A CURRENT TITLE COMMITMENT. EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT AND BURDEN THIS PROPERTY.

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THIS PLAT WAS PREPARED FOR THE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON.

TOTAL AREA: 6.091 ACRES / 265,339 SQUARE FEET

BOUNDARY REFERENCE: DEED BOOK 3979, PAGE 716; PLAT BOOK 39 PAGE 60; FIELDWORK PERFORMED ON 06/12/2023.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 253,739,429 FEET.

THIS PLAT HAS BEEN PREPARED USING A TRIMBLE ROBOTIC TOTAL STATION.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A RELATIVE POSITIONAL ACCURACY OF 0.02 FEET.

LEGEND

PROPERTY CORNER FOUND (AS NOTED)	POWER/LIGHT POLE	GAS METER	—T—TELEPHONE LINE	OH OVERHANG	F.K.A. FORMERLY KNOWN AS
1/2" REBAR WITH CAP SET LSF# 839	GUY WIRE	GAS VALVE	—X—FENCE LINE	C.B. CATCH BASIN	NAD NORTH AMERICAN DATUM
R/W MONUMENT	POWER METER	CABLE BOX	—920—CONTOUR LINE	CNT CANTILEVER	NAVD NORTH AMERICAN VERTICAL DATUM
FIRE HYDRANT	POWER BOX	TELEPHONE BOX	BSL BUILDING SETBACK LINE	H/C HANDICAP	HARDWOOD TREE
WATER METER	A/C UNIT	SIGN	CONC.CONCRETE	FFE FINISHED FLOOR ELEVATION	PINE TREE
WATER VALVE	MANHOLE	—W—WATER LINE	EOP EDGE OF PAVEMENT	BFE BASEMENT FLOOR ELEVATION	
POWER POLE	CLEAN OUT	—U—OVERHEAD UTILITY LINE	L.L. LAND LOT	GFE GARAGE FLOOR ELEVATION	
LIGHT POLE	JUNCTION BOX	—S—SEWER LINE	N/F NOW OR FORMERLY	DB DEED BOOK	
	OUTFLOW STRUCTURE	—G—GAS LINE	R/W RIGHT-OF-WAY	PB PLAT BOOK	
	DRAINAGE INLET	—C—CABLE LINE	P/L PROPERTY LINE	PG PAGE	

811 Know what's below. Call before you dig.

BOUNDARY zone, inc. SURVEYORS, ENGINEERS AND LAND PLANNERS
800 SATELLITE BLVD., SUWANEE, GA 30024
WWW.BOUNDARYZONE.COM (770) 271-5772

PROVIDING SERVICES FOR METRO ATLANTA, RALEIGH-DURHAM & CENTRAL FLORIDA.

PROJECT
25855-01

SHEET
1 OF 1

Type: WD
Recorded: 6/7/2021 12:18:00 PM
Fee Amt: $1,015.00 Page 1 of 4
Transfer Tax: $990.00
Douglas County Georgia
ANNETTA D STEMBRIDGE Clerk Superior

Participant ID(s): 8932893115, 8048187955

BK 3979 PG 716 - 719

RETURN RECORDED DOCUMENT TO:

HARTLEY, ROWE & FOWLER, P.C.
P. O. BOX 489
DOUGLASVILLE, GA 30133
FILE NO. 20-1632S

STATE OF GEORGIA
COUNTY OF DOUGLAS

LIMITED WARRANTY DEED

THIS INDENTURE, made the 4th day of June, in the year two thousand and twenty one, between

MR FINANCE INC.

as party or parties of the first part ("Grantor"), and

AUP ENTERPRISE LLC

as party or parties of the second part, ("Grantee"), the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits.

WITNESSETH that: Grantor, for and in consideration of other good and valuable considerations and the sum of Ten and No/100 ($10.00) Dollars in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

ALL THAT TRACT or parcel of land lying and being in Land Lot 175 of the 2nd District, 5th Section of Douglas County, Georgia and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the Grantee against the claims of all persons claiming by, through or under Grantor, except for claims arising under or by virtue of the Permitted Exceptions attached hereto as Exhibit "B" and incorporated by reference.

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

Signed, sealed and delivered
in the presence of:

Witness

Notary Public
My Commission Expires:
(SEAL)

SCOTT NEWLAND
NOTARY
EXPIRES
GEORGIA
AUGUST 15, 2022
HARALSON COUNTY

MR FINANCE INC.

By: _____ (SEAL)
ABDEL-MAHDI AL-HUSSEINI, PRESIDENT

EXHIBIT "A"

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 175 of the 2nd District, 5th Section of Douglas County, Georgia, containing 6.63 acres and being more fully described as follows: To find the point of beginning commence at the intersection on the east right of way of Mirror Lake Boulevard with the southerly right of way of Quartz Drive (50 foot right of way) and from said intersection running along the southerly right of way of Quartz Drive North 46 degrees 6 minutes 14 seconds East a distance of 28.18 feet to a point; thence continuing along said right of way North 88 degrees 25 minutes 15 seconds East a distance of 247.97 feet to a point to the true point of beginning; thence from said true point of beginning continuing along said right of way North 88 degrees 25 minutes 15 seconds East 65.29 feet; thence continuing North 88 degrees 25 minutes 15 seconds East 400.27 feet; thence North 4 degrees 59 minutes 37 seconds West 210 feet; thence North 88 degrees 25 minutes 15 seconds East 207.80 feet; thence North 4 degrees 59 minutes 37 seconds West 349.44 feet but specifically to the South right of way of Conners Road; thence along said Conners Road South 85 degrees 44 minutes 14 seconds West 204.54 feet; thence South 40 degrees 41 minutes 57 seconds West 27.95 feet; thence South 85 degrees 24 minutes 58 seconds West 51.06 feet; thence North 49 degrees 19 minutes 48 seconds West 28.21 feet; thence South 85 degrees 44 minutes 15 seconds West 188.80 feet; thence leaving said right of way South 37 degrees 42 minutes 30 seconds West 29.71 feet; thence along a curve a length of which is 203.09 feet, the cord of which is South 22 degrees 51 minutes 23 seconds West 106.01 feet, the radius of which is 220.99 feet; thence along the curve the length of which is 157.17 feet; the cord of which is South 23 degrees 49 minutes 45 seconds West 152.28 feet, the radius of which is 181.10 feet; thence South 1 degree 30 minutes 23 seconds East 136.25 feet; thence south 46 degrees 32 minutes 34 seconds East 14.70 feet to the North right of way of Quartz Drive; thence South 00 degrees 02 minutes 24 seconds West 50 feet to the true point of beginning.

LESS AND EXCEPT:

All that tract or parcel of land conveyed by Right of Way Deed and Slope Easement from Community & Southern Bank to the City of Villa Rica, dated 7/8/2014, recorded in Deed Book 3234, Page 271, Douglas County, Georgia Records, and as shown per Plat Book 39, Page 60.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2021 and subsequent years, not due and payable.

2. Restrictions, easements, building set-back lines, and matters of survey as shown on plat recorded in Plat Book 39, Page 60, Douglas County, Georgia Records.

3. Right of Way Deed to the City of Villa Rica recorded in Deed Book 1247, Page 48, Douglas County, Georgia Records.

4. Right of Way Deed to the City of Villa Rica recorded in Deed Book 1247, Page 42, Douglas County, Georgia Records.

5. Right of Way Deed to the Douglas County recorded in Deed Book 651, Page 406, Douglas County, Georgia Records.

6. Sewer Easement to the City of Villa Rica recorded in Deed Book 2018, Page 12, Douglas County, Georgia Records.

7. Declaration of Easements, Covenants and Restrictions recorded in Deed Book 2081, Page 892, Douglas County, Georgia Records.

8. Right of Way Deed to the City of Villa Rica recorded in Deed Book 3234, Page 271, Douglas County, Georgia Records.

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet
October 8, 2024

SUBJECT: VA-10-24 Two Variances request by Prime Construction for a proposed private townhome development located on Villa Trace Road.

CITY COUNCIL AGENDA DATE: October 8, 2024

DATE: October 1, 2024

PREPARED BY: Shaun Daniels, City Planner

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Prime Construction has requested variances from encroaching within an impervious stream buffer of 631 square feet and reducing the front setback for a unit on Villa Trace Road from 35 feet to 15 feet.

BACKGROUND:

VA-10-24: The applicant proposes to develop 67 Multifamily Low-Density (MF1) zoned townhomes on a 13.11-acre undeveloped parcel on Villa Trace Road. A creek runs north-south through the center of the parcel. The property is located approximately 60 feet north of South Lassetter Circle, at the corner of North Lassetter Circle and Villa Trace Road.

In 2022, a developer requested multiple variances to construct three two-story multifamily residential buildings with 48 units. The City Council unanimously approved a variance for the 608-square-foot encroachment into the 75-foot buffer (VA-08-22).

The applicant said that 29 townhomes will be located in the eastern portion of the parcel, 28 townhomes will be located along Villa Trace Road, and 10 townhomes will be constructed near the western portion of the parcel. A 350-linear-foot retaining wall will be constructed behind units 39-51 to provide additional buffer support from the stream that runs through the middle of the parcel.

STAFF RECOMMENDATION:

Variance #1: Reduce the front building setback from 35 feet to 15 feet on Villa Trace Road (specifically for Lot 33, which will be developed with this setback).

- **Section 4.04 – Lot Standards:** Requires Multi-Family Low Density (MF1) front setbacks on local roads (LR) to be 35 feet.

    - **Applicant Proposal:** 15 feet
    - **Staff Recommendation: Denial**
    - **Reason:** Self-imposed; allowing Unit 33 to be built 20 feet closer to Villa Trace Road will result in Unit 33 not being uniform with the other units on Villa Trace Road.

Variance #2: Allow lots 39, 41, 43, 49-51, and 55 to encroach on the impervious setback. Total encroachment equals 631 square feet.

- **Section 900 – Stream Buffer Protection:**
    - **Applicant Proposal:** Encroach the impervious setback by 631 square feet (23 feet).
    - **Staff Recommendation: Approve**
    - **Reason:**
        - The City Council approved a 608-square-foot encroachment within the impervious buffer in 2022.
        - The current request for an additional 23 square feet, totaling 631 square feet, is a minimal request to develop on an undeveloped parcel.

VA-10-24 MOTION:

- I move to approve the variance proposal made by Prime Construction to encroach within the impervious stream buffer of 631 square feet.

- I move to deny Prime Construction's variance proposal to reduce the 35-foot front setback on Villa Trace Road for Lot 33 to 15 feet.

Planning & Zoning
Community Development Department

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

August 28, 2024

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

Re: Planning Report
Prime Construction
VA-10-24
Villa Trace
Land Lot 145, District 2, Section 5
Parcel # **V02 0070149**
Acreage: 13.11
Ward: 5
City Council Member: Danny Carter
Planning Board Member: Ashley Head
City of Villa Rica, Carroll County, Georgia

Dear Ms. Campbell:

The planning report is prepared in response to Prime Construction's variance application for the property located at Villa Trace (Parcel #V02 0070149). It aims to analyze the variance(s) request and make recommendations for the City Council's consideration.

The following documents, which were submitted in support of the application, have been reviewed:

1. Application for a Variance, dated June 6, 2024 (4 pages);

2. Applicant Statement, by Trey Robinson, dated May 21, 2024.

3. Warranty Deed, dated August 26, 2024, signed by Ridge Cole (3 pages);

4. Property Site plan, dated June 6, 2024, prepared by The Southeast Civil Group (2 pages).

A. Existing Conditions

The parcel is currently zoned Multifamily Low-Density (MF1) and features an undeveloped wooded lot. The property has a sloping topography with a low grade towards the eastern side. A creek runs through the center of the parcel in a north-south direction. The subject property is located on Villa Trace Road, approximately 60 feet north of South Lassetter Circle and at the corner of North Lassetter Circle and Villa Trace Road. North of the applicant's subject parcel is the City of Villa Rica's Wastewater and Filter Plant. West of the applicant's site is the new single-family attached (SFA) Embry Starlight development, which is currently under construction. East of the site is the Waterford residential neighborhood, and to the south is the Willow Creek Apartments. The parcel is situated within the Carroll County portion of the city and does not border a city boundary or unincorporated area.

The parcel is bordered by Industrial Medium-Density (I2) zoned property to the north and east, and Single-Family Agricultural (AG) and Single-Family Suburban (R1) zoned properties to the west. To the south, the property is adjacent to an existing apartment complex also zoned MF1. The surrounding properties consist of a mix of residential and industrial uses.

Surrounding Properties:

TABLE 1 – SURROUNDING LAND USES		
	Current Zoning	**Land Use Character Area**
North	Industrial Medium-Density (I2)	Industrial
East	Single-family Attached (SFA)	Industrial
South	Commercial, Low-Density (C1)	Suburban Village
West	Agricultural (AG) and Single-Family Suburban (R1)	Suburban Village

Figure 1: Carroll County GIS image of the site, with the property boundaries approximated.

B. Site History

The parcel has remained vacant and undeveloped throughout its existence. In 2020, the property was rezoned from Multifamily (R14) under the Unified Development Code (UDC) to Multifamily Low-Density (MF1) as part of a citywide rezoning effort.

In 2022, a developer proposed constructing three two-story multifamily residential apartment buildings with a total of 48 units. The developer requested a deviation from Section 9.03(2)(C) of the city's zoning ordinance, which mandates that all multifamily buildings "shall be oriented to the street or city road, a common open space, or clustered to form neighborhoods. Multifamily buildings shall not be oriented to parking lots." Additionally, the developer sought relief from the city's 75-foot impervious buffer requirement along the creek. The proposal included constructing two retaining walls within the buffer, one measuring 363 linear feet and the other 245 linear feet, totaling 608 linear feet. The total encroachment proposed was 608 square feet. The City Council unanimously approved (5-0) a variance request for the 608-square-foot encroachment into the 75-foot buffer to construct the retaining walls (VA-08-22).

C. Proposed Development

The applicant proposes constructing a total of 67 private single-family attached townhomes, each with a projected 5,000 square feet of living space. The applicant states, that the townhomes are situated on 24-foot by 40-foot lots. The applicant said that 29 townhomes will be located in the eastern portion of the parcel, 28 townhomes will be located along Villa Trace Road, and 10 townhomes will be constructed near the western portion of the parcel. A 350-linear-foot retaining wall will be constructed behind units 39-51 to provide additional buffer support from the stream that runs through the middle of the parcel.

The development will feature 20-foot-wide private street alleys throughout. The applicant has proposed a fire truck/service turn-around alley on the northwest end of the parcel, a 2,800-square-foot field, a picnic/grill area, and a playground in the northeast area of the development. Additionally, 17 parking spaces are proposed in the western area of the development site.

Flood Plain

A portion of the subject property is located within a flood zone. A north-south traveling stream on the southwestern section of the lot is centered on the flood zone and is considered a Special Flood Hazard Area as designated by FEMA. This area is also considered in "Flood Zone A", which is a flood area without base flood elevation levels determined. Figure 2, below, indicates the flood zone map:

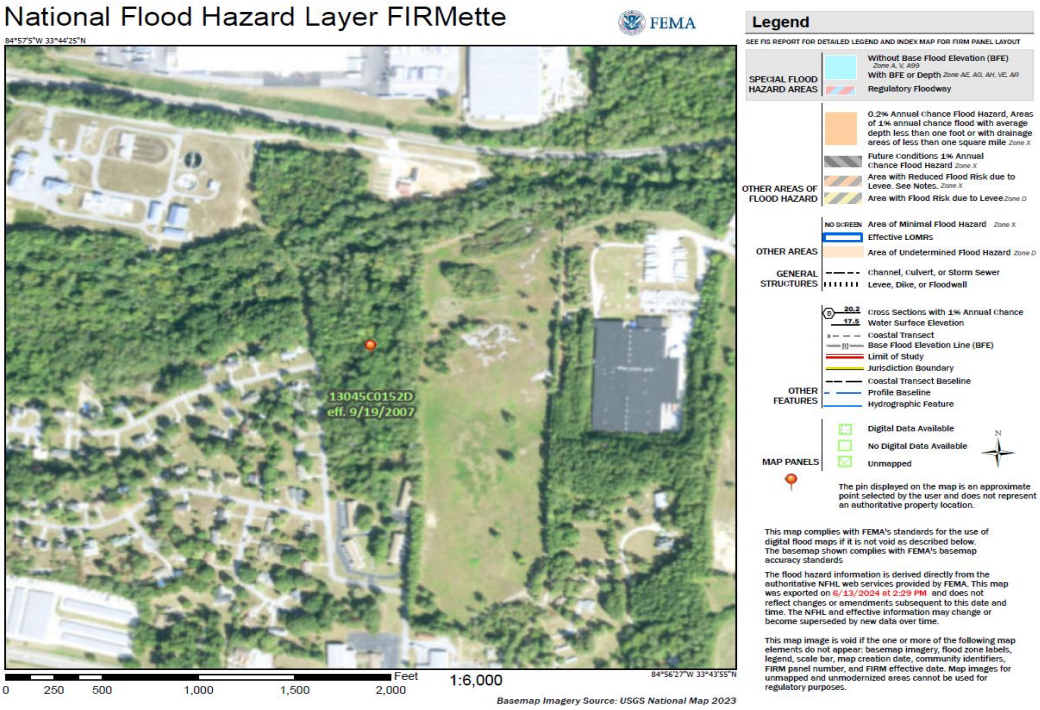


Figure 2: FEMA Flood Map

D. Variances

The Applicant has requested variance relief for the following:

1. Section 4.04 – Lot Standards which, requires a 35-foot front setback for Multifamily (MF1) zoned parcels located on local roads. The Applicant is requesting to reduce the front setback for Lot 33 to 15 feet.
   Lot 33 is oriented within the southwest corner of the parcel. Lot 33 is located within the intersection of the proposed private townhome neighborhood's new street and the public street of Villa Trace. The unit has to abide by two front setbacks, one for the private street frontage and another for the public street of Villa Trace Road.

2. Section 900 - Stream Buffer Protection, all developers must abide by the state's 25ft stream buffer, the city's additional 25ft stream buffer, and the city's required 25ft impervious buffer. The applicant is requesting an allowance for lots, 39-41,43, 49-51, and 55 to marginally encroach the city's required impervious setback by 631 square feet due to a creek running through the parcel.

   City Council unanimously approved (5-0) a variance request for an encroachment of 608 square feet into the 75-foot buffer to construct a retaining wall (VA-08-22). The applicant is deviating from constructing multi-family apartments, altered the site plan, and is proposing to construct single-family attached homes. The applicant is requesting to encroach within the impervious buffer an additional 23ft.

<u>Proofs for Variances</u>

In reviewing the variance requested for the development, the "benefits vs. detriments" of such an approval were evaluated in addition to the purposes of the Comprehensive Plan.

Variance (1):
The applicant requested this variance due to topographic hardships. According to the site plan, the applicant proposes four clusters of seven townhomes along Villa Trace Road, which are not within the front setback area. However, Lot 33 is within the front setback of Villa Trace Road. Staff could not identify any land use benefits from approving this request, other than allowing the applicant to construct a unit within the Villa Trace Road setback. The detriment of constructing Lot 33 within the front setback of Villa Trace Road, as per the site plan, is that it will allow Unit 33 to be built 20 feet closer to Villa Trace Road, resulting in Unit 33 not being uniform with the other units on Villa Trace Road.

Variance (2):
The applicant stated in their application that this request is due to topographic hardships, specifically for the northern row of townhomes. The city council approved an encroachment of 608 square feet within the impervious stream buffer in 2022.
Staff could not identify any detriments to approving the additional encroachment within the 75-foot buffer variance, as the proposed encroachment area is only 23 square feet and is limited.

The Future Land Use Plan prescribes "Suburban Village" as the future land use for the parcels. The intent of the Suburban Village Character Area is as follows:

"Suburban Villages are characterized by clustered commercial development around the intersection of prominent roads (Community Crossroads) and include immediate surrounding residential areas, which are suburban in nature. The general development pattern is compact, with stand-alone or a few businesses on a site. However, in more suburban and rural areas, a single business typically occupies a property. Future development should emphasize the compact, small-scale development that supports the immediate surrounding area, including residences, retail, and office uses. Higher density developments should be located closer to more dense/intense areas, where similar development exists. Sidewalks and pedestrian linkages to nearby parks and other amenities should be provided in new developments."

The character area has design principles that recommend "low to moderate density with concentrated neighborhood commercial development oriented around intersection/community crossroads".

The existing development pattern in the area is consistent with the Comprehensive Plan from an intensity and site development standpoint. The nature of the variance does not impact the intents of the Comprehensive Plan, as the character area is aimed at providing more housing opportunities. The new development will accomplish this goal should the variance be granted.

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

1) General Welfare. The approval will not be injurious to the public health, safety, morals, and general welfare of the community; **No Detriment to Public Health, Safety, or Welfare: There is no detriment to public health, safety, or welfare observed by staff.**

2) Adjacent Property. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner, and **the use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner. Lots 5-32 will be located on Villa Trace Road, but no adverse measures have been identified.**

3) Practical Difficulty. **The ordinance's requirements will result in practical difficulty because**

of the limited buildable space on the parcel. The variance request to encroach on the impervious buffer is considered reasonable. Last year's impervious setback encroachment of 608 square feet. The applicant's current variance request is an additional encroachment request of 23 feet, being minimal.

E. Comments

- The applicant initially proposed a public development project. Due to the parcel's topographic constraints, the applicant recommended incorporating 20-foot-wide public alleyways. However, the city engineer rejected the plans, citing concerns regarding the proposed 20-foot public alleyways. Consequently, the applicant is now proposing a private 67-townhome development, which includes 20-foot alleyways.
- Community Development comments: Two homeowners from Villa Trace have inquired about the new development.

Recommendations:

Variance #1: Reduce the front building setback from 35 feet to 15 feet on Villa Trace Road (specifically for Lot 33, which will be developed with this setback).

- **Section 4.04 – Lot Standards:** Requires Multi-Family Low Density (MF1) front setbacks on local roads (LR) to be 35 feet.
    - **Applicant Proposal:** 15 feet
    - **Staff Recommendation: <u>Denial</u>**
    - **Reason:** Self-imposed; allowing Unit 33 to be built 20 feet closer to Villa Trace Road will result in Unit 33 not being uniform with the other units on Villa Trace Road.

Variance #2: Allow lots 39, 41, 43, 49-51, and 55 to encroach on the impervious setback. Total encroachment equals 631 square feet.

- **Section 900 – Stream Buffer Protection:**
    - **Applicant Proposal:** Encroach the impervious setback by 631 square feet (23 feet).
    - **Staff Recommendation: <u>Approve</u>**
    - **Reason:**
        - City Council previously approved a 608-square-foot encroachment within the impervious buffer in 2022.
        - The current request for an additional 23 square feet, totaling 631 square feet, is minimal and can be considered necessary for the development of an undeveloped parcel.

Public Notifications:
As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in

Times-Georgian and the *Douglas County Sentinel* on August 29th, 2024; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

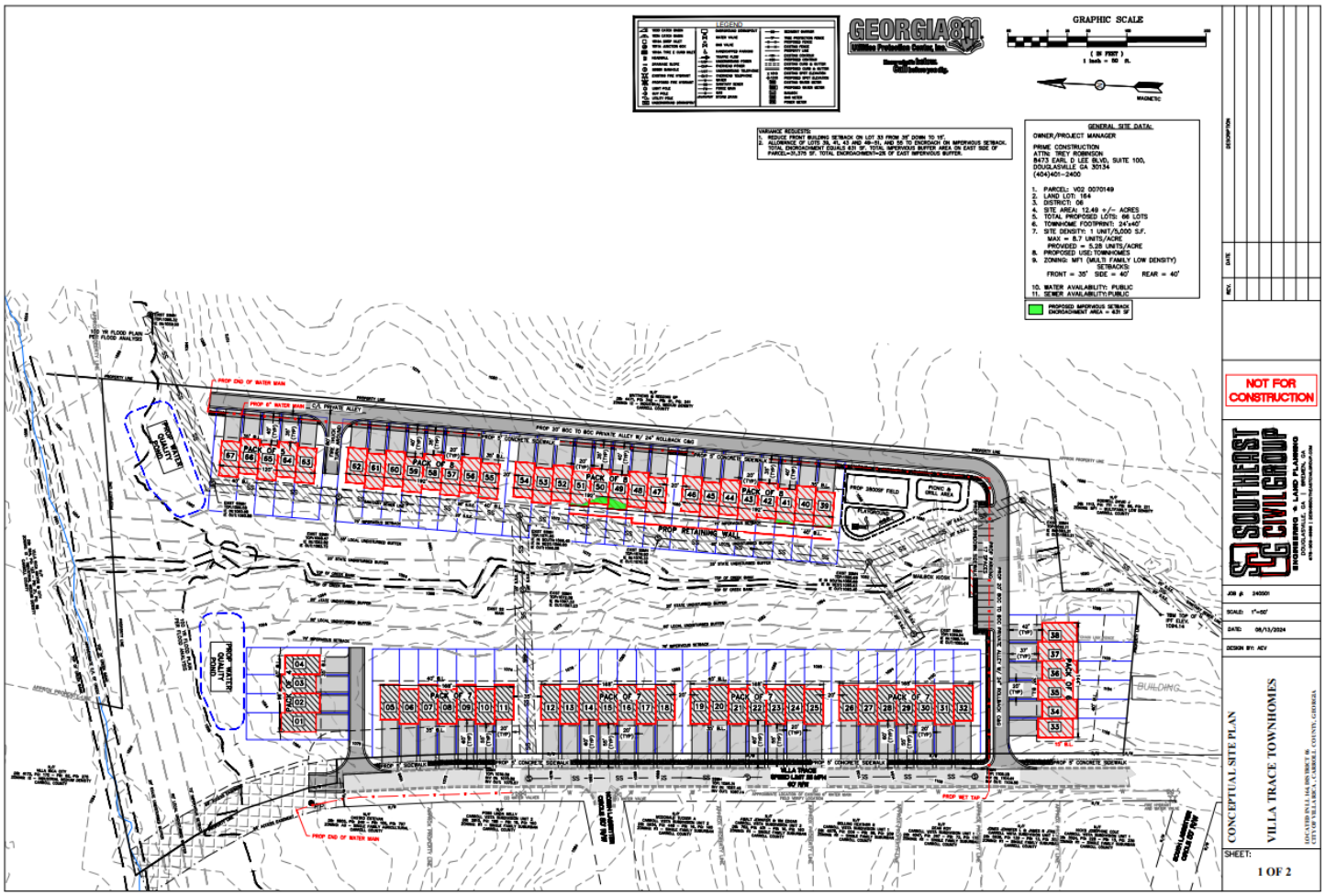
Public Response:
In response to the public notifications, no residents have contacted the city objecting to the proposed variances.

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

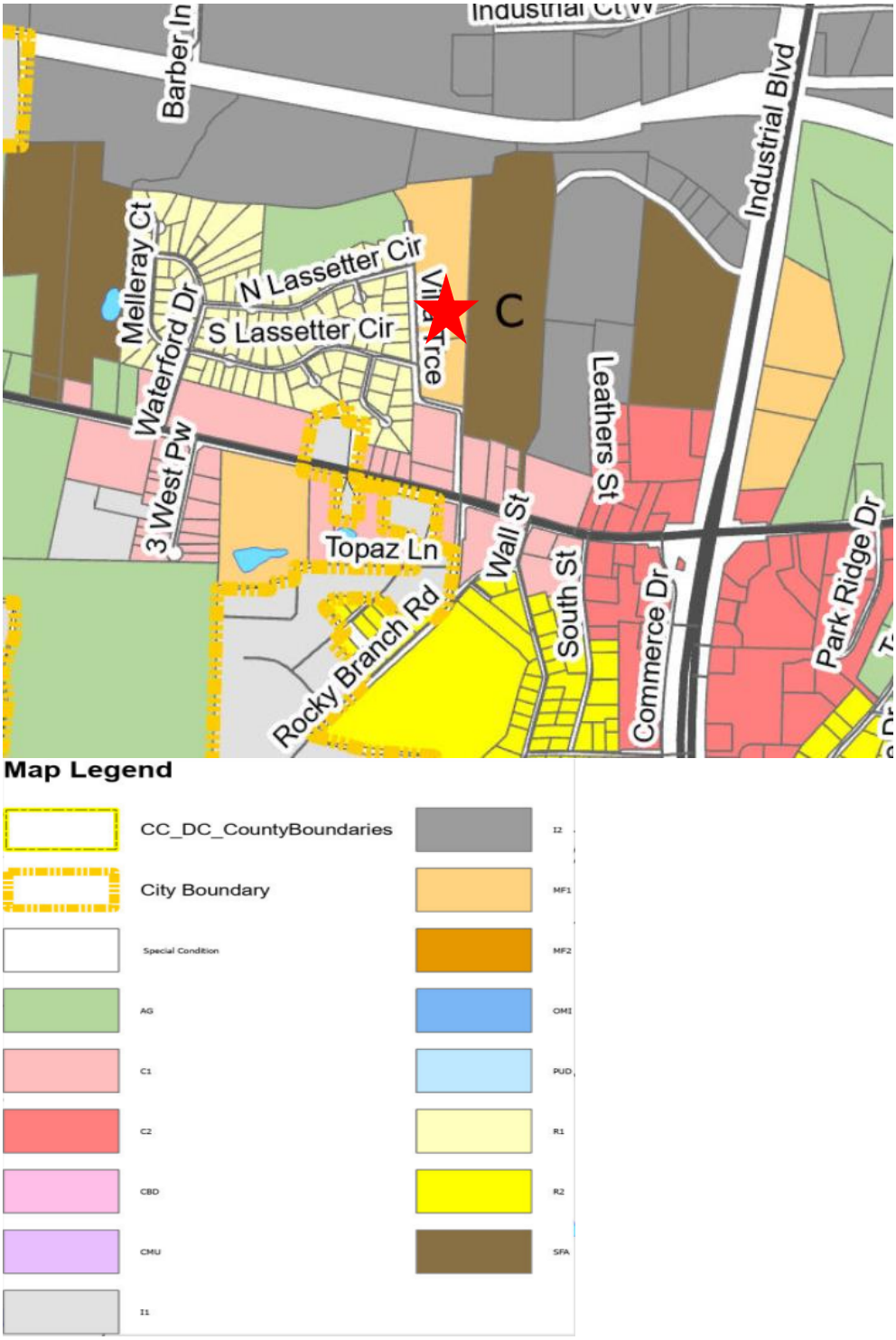
Sincerely,

Shaun Daniels
Planner
City of Villa Rica: Community Development
sdaniels@villarica.gov | 678-785-9995

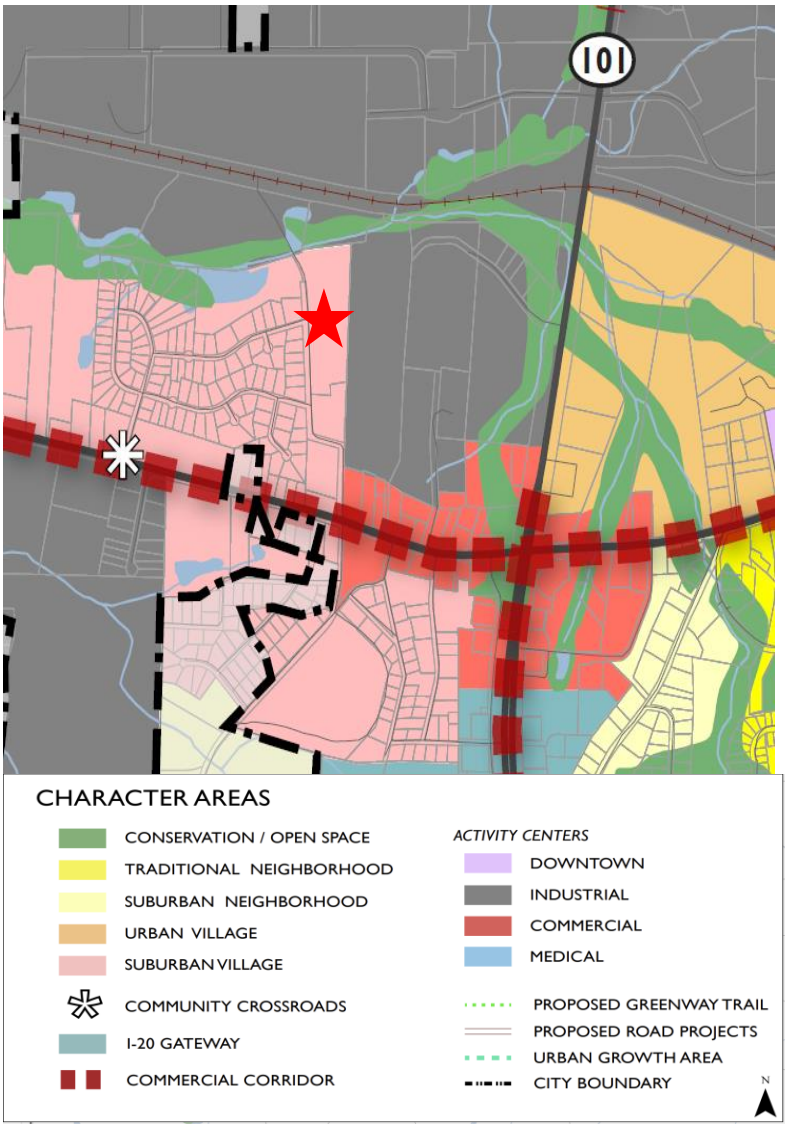
Figure 3: Proposed Private Development Site Plan



Villa Rica Zoning Map:



FUTURE LAND USE MAP:



LEGEND

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

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

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

MAGNETIC

VARIANCE REQUESTS:
1. REDUCE FRONT BUILDING SETBACK ON LOT 33 FROM 35' DOWN TO 15'.
2. ALLOWANCE OF LOTS 39, 41, 43 AND 49–51, AND 55 TO ENCROACH ON IMPERVIOUS SETBACK. TOTAL ENCROACHMENT EQUALS 631 SF. TOTAL IMPERVIOUS BUFFER AREA ON EAST SIDE OF PARCEL=31,375 SF. TOTAL ENCROACHMENT=2% OF EAST IMPERVIOUS BUFFER.

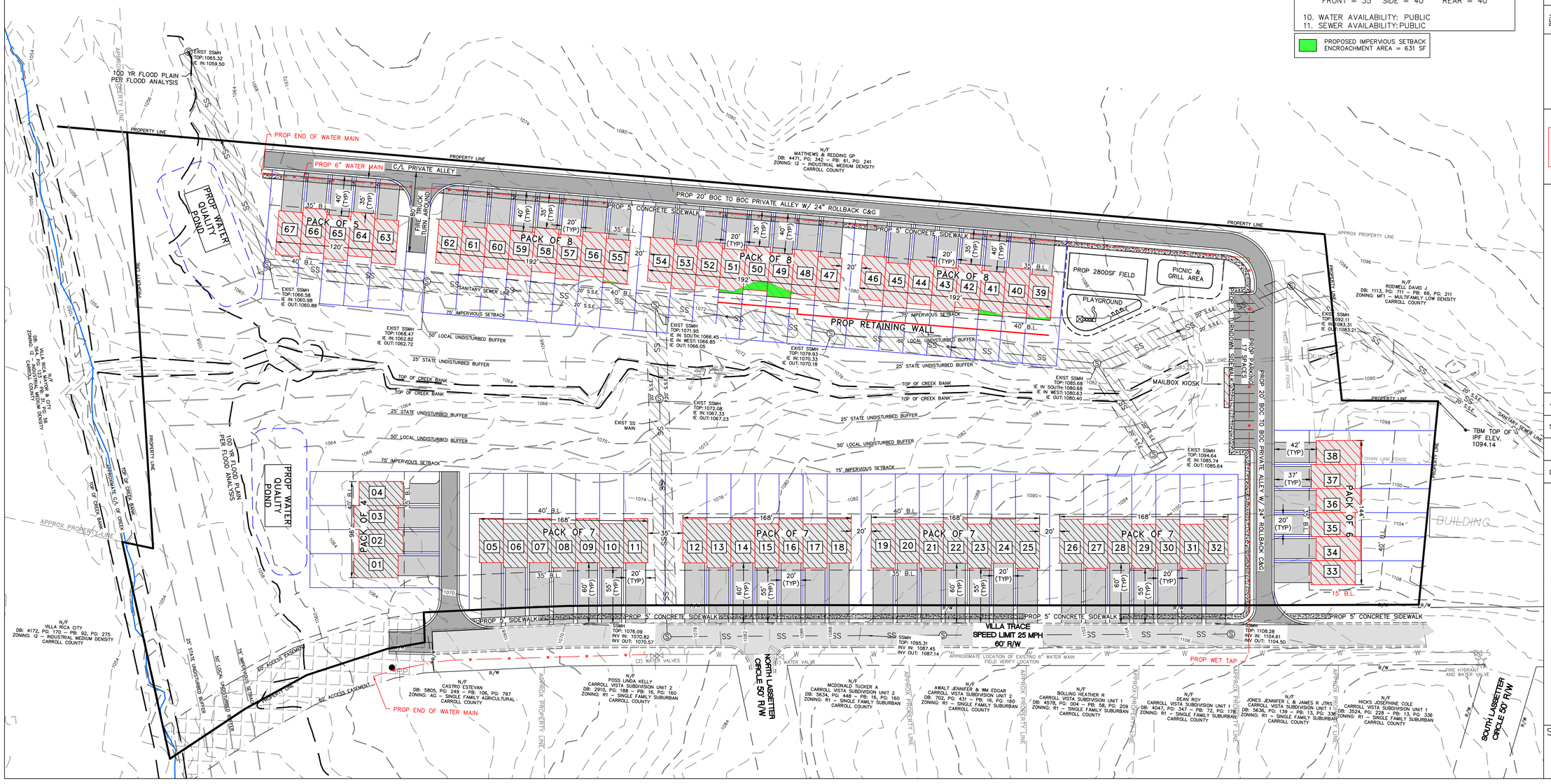
GENERAL SITE DATA:

OWNER/PROJECT MANAGER

PRIME CONSTRUCTION
ATTN: TREY ROBINSON
8473 EARL D LEE BLVD, SUITE 100,
DOUGLASVILLE GA 30134
(404)401–2400

1. PARCEL: V02 0070149
2. LAND LOT: 164
3. DISTRICT: 06
4. SITE AREA: 12.49 +/– ACRES
5. TOTAL PROPOSED LOTS: 66 LOTS
6. TOWNHOME FOOTPRINT: 24'x40'
7. SITE DENSITY: 1 UNIT/5,000 S.F.
   MAX = 8.7 UNITS/ACRE
   PROVIDED = 5.28 UNITS/ACRE
8. PROPOSED USE: TOWNHOMES
9. ZONING: MF1 (MULTI FAMILY LOW DENSITY)
   SETBACKS:
   FRONT = 35' SIDE = 40' REAR = 40'
10. WATER AVAILABILITY: PUBLIC
11. SEWER AVAILABILITY: PUBLIC

PROPOSED IMPERVIOUS SETBACK ENCROACHMENT AREA = 631 SF



REV.	DATE	DESCRIPTION

NOT FOR CONSTRUCTION

SOUTHEAST CIVIL GROUP
ENGINEERING • LAND PLANNING
DOUGLASVILLE, GA | BREMEN, GA
678–909–6996 | DESK@SOUTHEASTCIVILGROUP.COM

JOB #: 240501
SCALE: 1"=50'
DATE: 08/13/2024
DESIGN BY: AEV

CONCEPTUAL SITE PLAN
VILLA TRACE TOWNHOMES

LOCATED IN L.L.164, DISTRICT06
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

SHEET:
1 OF 2

LEGEND

1033 CATCH BASIN	OVERGROUND DOWNSPOUT	SB	SEDIMENT BARRIER
1034 CATCH BASIN	WATER VALVE	TP	TREE PROTECTION FENCE
1019A DROP INLET	GAS VALVE		PROPOSED FENCE
1011A JUNCTION BOX	HANDICAPPED PARKING		EXISTING FENCE
1019A TYPE E CURB INLET	TRAFFIC FLOW		PROPERTY LINE
HEADWALL	UNDERGROUND POWER	100	EXISTING CONTOUR
DRAINAGE SLOPE	OVERHEAD POWER	100	PROPOSED CONTOUR
SEWER MANHOLE	UNDERGROUND TELEPHONE		EXISTING CURB & GUTTER
EXISTING FIRE HYDRANT	OVERHEAD TELEPHONE		PROPOSED CURB & GUTTER
PROPOSED FIRE HYDRANT	WATER	X 1010	EXISTING SPOT ELEVATION
LIGHT POLE	SANITARY SEWER	1010	PROPOSED SPOT ELEVATION
GUY POLE	FORCE MAIN	WM	EXISTING WATER METER
UTILITY POLE	GAS	WM	PROPOSED WATER METER
UNDERGROUND DOWNSPOUT	STORM DRAIN	MB	MAILBOX
		GM	GAS METER
		PM	POWER METER

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Know what's below. Call before you dig.

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

MAGNETIC

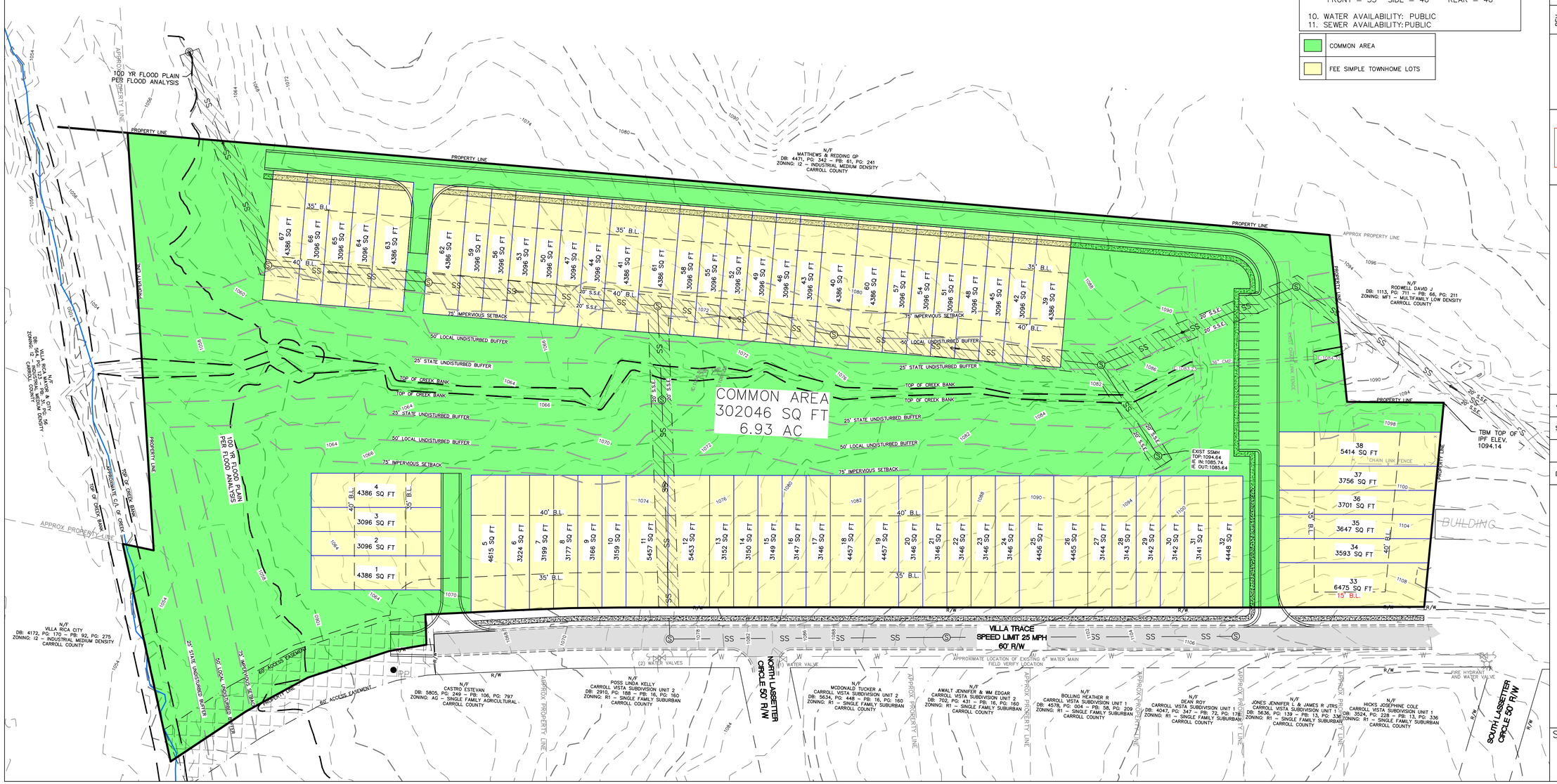
GENERAL SITE DATA:

OWNER/PROJECT MANAGER

PRIME CONSTRUCTION
ATTN: TREY ROBINSON
8473 EARL D LEE BLVD, SUITE 100,
DOUGLASVILLE GA 30134
(404)401-2400

1. PARCEL: V02 0070149
2. LAND LOT: 164
3. DISTRICT: 06
4. SITE AREA: 12.49 +/- ACRES
5. TOTAL PROPOSED LOTS: 66 LOTS
6. TOWNHOME FOOTPRINT: 24x40
7. SITE DENSITY: 1 UNIT/5,000 S.F.
   MAX = 8.7 UNITS/ACRE
   PROVIDED = 5.28 UNITS/ACRE
8. PROPOSED USE: TOWNHOMES
9. ZONING: MF1 (MULTI FAMILY LOW DENSITY)
   SETBACKS:
   FRONT = 35' SIDE = 40' REAR = 40'
10. WATER AVAILABILITY: PUBLIC
11. SEWER AVAILABILITY: PUBLIC

	COMMON AREA
	FEE SIMPLE TOWNHOME LOTS



REV.	DATE	DESCRIPTION

NOT FOR CONSTRUCTION

SOUTHEAST CIVIL GROUP
ENGINEERING • LAND PLANNING
DOUGLASVILLE, GA | BREMEN, GA
678-909-6996 | DESK@SOUTHEASTCIVILGROUP.COM

JOB #: 240501

SCALE: 1"=50'

DATE: 08/13/2024

DESIGN BY: AEV

CONCEPTUAL SITE PLAN

VILLA TRACE TOWNHOMES

LOCATED IN LL 164, DISTRICT 06
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

SHEET:

2 OF 2

RE: Variance Letter of Request
Subject Property Address: Villa Trace Road
Applicant Name: Trey Robinson

The subject property lies within Land Lot 164, District 6, and consists of parcel # V02 0070149. The owner is proposing to develop townhomes. The property is zoned MF1 (multifamily low density). The preliminary site plan included with this application provides further information about the project.

Variance Request #1: Front Setback along New Proposed Road
It is understood that the current zoning has a front building setback requirement of 35 feet along Villa Trace Road. The owner would like to request this setback to be reduced to 15 feet on lot 33, as shown on the preliminary site plan.

Variance Request #2: Impervious Setback
There is an impervious setback running through the center of the property. There are several lots that slightly encroach this setback. The owner would like to request an allowance for lots 39-41, 43, 49-51, and 55 to marginally encroach this setback. The encroachment of this setback totals to 631 square feet on the East impervious buffer. The total encroachment is 2% and is highlighted on the preliminary site plan.

Additional Information:
A buffered creek runs right through the middle of the parcel, with floodplain located on the north end. Due to the creek buffers and setbacks, as well as challenging topography, a majority of the parcel is undevelopable. Therefore, the developer is requesting these minor variances to generate a more suitable lot layout for this project.

SOUTHEAST CIVIL GROUP
Douglasville, GA | Bremen, GA
678-909-6996
desk@southeastcivilgroup.com
www.southeastcivilgroup.com

eFiled & eRecorded
DATE: 12/9/2020
TIME: 9:22 AM
DEED BOOK: 05878
PAGE: 00179 - 00180
RECORDING FEES: $25.00
TRANSFER TAX: $131.10
PARTICIPANT ID: 4019279654,7067927936
CLERK: Alan Lee
Carroll County, GA
PT61: 022-2020-005931

Prepared By and Return To::
MCMAHAN, PERRY & PHILLIPS, LLC
Attorneys at Law
318 Westview Drive
Villa Rica, Georgia 30180
Attn: Beth Perry
File No. R5882-20

STATE OF GEORGIA,
COUNTY OF CARROLL

WARRANTY DEED

THIS INDENTURE, Made this **2nd** day of **December,** in the year **Two Thousand Twenty (2020)** between,

E. H. Brown FLP, LP,

of the County of , State of Georgia, as party or parties of the first part, hereinafter called "Grantor", and

Southern Ridge Home & Development LLC,

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

WITNESSETH, that: Grantor, for and in consideration of the sum of Ten Dollars and Other Valuable Considerations ($10.00 & OVC) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN

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

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

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

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

Signed this 2nd day
of December, 2020,
in the presence of:

Unofficial Witness

Notary Public
My Commission Expires 4/17/21
(NOTARY PUBLIC SEAL AFFIXED)

ANNA S PERRY
NOTARY
EXPIRES
GEORGIA
APR. 17, 2021
PUBLIC
CARROLL COUNTY

E. H. Brown FLP, LP

By Elaine H Brown (seal)
Elaine H Brown
Title: General Partner

Attest: _____ (seal)

Title:

(CORP SEAL)

eFiled & eRecorded
DATE: 12/9/2020
TIME: 9:22 AM
DEED BOOK: 05878
PAGE: 00180

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 164, 6th District, Carroll County, Georgia, being more particularly shown and delineated as Tract 1 (10.89 acres, more or less) and Tract 2 (2.22 acres, more or less) on that certain plat of survey entitled "Carroll Service & Development, Corp.," dated November 16, 1987, prepared by Crawford-Williams Assoc., Inc., certified by Douglas C. Crawford, GRLS #1833, filed for record in Plat Book 35, Page 95, Carroll County, Georgia, Public Land Records, which plat and the record thereof are each incorporated herein by reference thereto for a more complete and accurate description of said property.

In the year 2020, said property is unimproved land and bears the tax identification number V020070149.

This conveyance is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises, if any, however, this reference shall not operate to reimpose same.

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: ABL-06-24 BSB VR, LLC dba Bell Street Burritos

AGENDA DATE: October 8, 2024

DATE PREPARED: September 26, 2024

PREPARED BY: Whitney Cox, Licensing Specialist

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

PURPOSE: To present an application for BSB VR, LLC dba Bell Street Burritos to pour malt beverages and wine at the business location of 660 W. Bankhead Hwy. Ste F., Villa Rica, GA 30180.

BACKGROUND: The applicant has complied with the ordinance with regard to the legal notification requirements and has successfully passed the background check conducted by the Villa Rica Police Department. Also, there are no location zoning restrictions that would hinder the issuance of the license. The business is currently operating as a restaurant and holds a valid City of Villa Rica occupational tax permit.

STAFF RECOMMENDATION: Approval

IMPACT: None

MOTION: I move to approve the alcohol license application for BSB VR, LLC dba Bell Street Burritos located at 660 W. Bankhead Hwy. Ste F., Villa Rica, GA 30180.

Alcohol License Application

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

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

NON-REFUNDABLE APPLICATION FEE

Package Malt Beverage	$100.00	Pouring Restaurant – All	$100.00	Pouring Private/Supper Club- All	$500.00
Package Wine	$100.00	Pouring Restaurant- Limited	$100.00	Pouring Private/Supper Club - Limited	$500.00
Package Distilled Sprits	$1000.00				
Wine Tasting	$100.00	Wholesale Dealer	$500.00	Alcohol Catering	$100.00
Growler	$100.00	Wine & Craft Beer Boutique	$100.00	Special Event	$100.00

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

☐	Retail Package Distilled Spirits	$1,000.00
☐	Retail Package Malt Beverage	$200.00
☐	Pouring License Restaurant	$3,500.00
☐	Pouring License Supper Club	$5,000.00
☐	Pouring License Private Club	$3,500.00
☐	Growler License (In Conjunction with Retail Package Malt Beverage & Wine License)	$200.00
☐	Retail Package Wine	$100.00
☑	Limited Pouring License Restaurant	$500.00
☐	Limited Pouring License Supper Club	$3,000.00
☐	Limited Pouring License Private Club	$500.00
☐	Alcohol Catering (In Conjunction with Limited Pouring License – Restaurant)	$500.00
☐	Wine Tasting (In Conjunction with Retail Package Wine License)	$100.00
☐	Wine & Craft Beer Boutique	$500.00
☐	Wholesale Dealer	$500.00

TYPE OF OUTLET

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

PART I

1. **Name of Business:**

Bell Street Burritos

2. **Full name and legal residence of the NAMED LICENSEE- (a) Individual (b) Principal Officer/Employer**

Benjamin Eidson 11688 Hickory Level Rd Villa Rica GA 30180

Full Name Address

3. **Is the above address your legal and bona-fide place of domicile?** ☑ Yes ☐ No

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

4. **Address of business for which application is made:**

660 W. Bankhead Hwy Suite F Villa Rica GA 30180

Phone Number: 678-941-3147 770-6051516

Business Home/cell/other

Mailing Address: P.O. Box 2080 Villa Rica GA 30180

5. **Type of Ownership**:

☐ Individual ☐ Partnership ☑ Corporation

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

Full Name Address

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

BSB VR LLC

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

Benjamin Eidson 1688 Hickory Level Rd 70.1%
Full Name Address % Interest

Matt Hinton 426 Matheuson Place Ath GA 19.9%
Full Name Address % Interest

Anthony Cole 632 Saddlechase Dr. Fairburn GA
Full Name Address % Interest – 10%

Describe the principal business of the Corporation/Partnership:

Fast Casual Restaurant

6. Business Information:

Federal Tax ID Number: 87-2013282 GA Sales Tax Number: 308949977

Business License Number: 410241

PART II

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

   _____

   _____

   _____

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

3. **Have you included with this application a check for the non-refundable application fee required by section 4-25 of the Alcohol Beverage Ordinance of the City of Villa Rica?**
   ☑ Yes ☐ No

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

   ☐ A copy of the Deed to the premises to be licensed, if owned by applicant.
   ☑ A copy of the Lease Agreement covering the premises to be licensed, if leased by the applicant.
   ☐ In the case of a Partnership, a copy of the Partnership Agreement.
   ☑ In the case of a Corporation, a copy of the Articles of Incorporation.
   ☐ A current stamped certificate from a registered surveyor which shows a scale drawing of the premises and the location at which the applicant desires to operate an alcoholic beverage outlet and which shows, with linear foot measurements where appropriate, such location's compliance or non-compliance with the provisions of Chapter 4 of the Alcoholic Beverage Ordinance of the City of Villa Rica.

5. **Have you confirmed with the City of Villa Rica Community Development Department that the location of the proposed outlet is in a zoning district approved for the sale of alcoholic beverages subject to the specific limitations of the respective district as provided for in Chapter 4 of the Alcoholic Beverage Ordinance of the City of Villa Rica?**
   ☑ Yes ☐ No

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

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

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

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

10. **Has the named Licensee and all other persons otherwise required, submitted themselves to the City of Villa Rica Police Department for fingerprinting and background check(s) as provided for in Sec. 4-29 of the Alcoholic Beverage Ordinance of the City of Villa Rica?**
    ☑ Yes ☐ No

11. **Has the named Licensee, any Partner(s), the Corporation or any Corporate Officer been:**
    a. **Convicted within the last ten (10) years of any felony or any misdemeanor involving moral turpitude?** ☐ Yes ☑ No
    b. **Any other misdemeanor within the past five (5) years?** ☐ Yes ☑ No
    c. **Denied or had revoked, within the past five (5) years, any license to sell alcoholic beverages issued by any government entity?** ☐ Yes ☑ No
    d. **Convicted of selling alcohol to a minor within the past three (3) years?**
       ☐ Yes ☑ No

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

    _____

    _____

    _____

12. **Has any alcoholic beverage business in which the named Licensee, Partner(s), the Corporation or Corporate Officers holds or has held any financial interest, or are**

☐ ☐

employed, or have been employed, ever been cited for any violation of the rules and regulations of the State Revenue Commissioner or any local ordinance/legislation relating to the sale or distribution of alcoholic beverage? Yes No

If the answer to any portion of question 12 is "yes," describe in detail and give date and occurrences:

_____

_____

_____

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

Carrollton GA — 7-6-81

Place of Birth — Date of Birth

REFERENCES

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

Dr. Bruce Camp - 50 Community Square Blvd VR 770-459-9787 33 years

Name — Residence/Business Address — Years Known — Phone #

Jay Collins - 206 South Carroll Rd VR 24 770-295-8143

Name — Residence/Business Address — Years Known — Phone #

Marty Harbin 130 Ellison Rd Tyron GA 16 404-310-0444

Name — Residence/Business Address — Years Known — Phone #

PART III

VERIFICATION

State of Georgia, Carroll County

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

Applicants Signature (FULL NAME IN INK)

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

This 10th day of September, 20 24

Notary Public

My Commission Expires: 3/17/2028

(Seal)

Whitney Cox
NOTARY PUBLIC
Carroll County
State of Georgia
My Comm. Expires March 17, 2028

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

I (we) BJB VR LLC, BENJAMIN EDSON

Individual, Corporation or Partnership applying for license. If Corporation or Partnership, also list named Licensee.

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

660 W. DANRHEAD HWY STE F

Street Address

Which complies with all requirements of Chapter 4, of the Alcoholic Beverage Ordinance of the City of Villa Rica.

Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that Benjamin Edson signed his or her

Applicant

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

This 25th day of September, 20 24.

Notary Public

Whitney Cox
NOTARY PUBLIC
Carroll County
State of Georgia
My Comm. Expires March 17, 2028

AFFP
ALCOHOL HEARING

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF CARROLL } SS

Rachael Raney, being duly sworn, says:

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

September 12, 2024

Publication Fees: $ 27.00

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

Subscribed to and sworn to me this 12th day of September 2024.

SHARON GRAY
MY COMMISSION EXPIRES
NOTARY
PUBLIC
MARCH 12, 2028
CARROLL COUNTY, GEORGIA

70125919 71051480

BEN EIDSON
1688 HICKORY LEVEL RD
VILLA RICA, GA 30180

PUBLIC NOTICE

BELL STREET BURRITOS/BENJAMIN EIDSON has filed an application to sell alcoholic beverages on the premises 660 W. Bankhead Hwy Suite F Villa Rica, GA 30180 as an alcohol pouring license for restaurant. A public hearing on the application will be held on October 8, 2024 at 6:00 p.m. at the Holt-Bishop Justice Center, Municipal Court Room, 101 Main Street, Villa Rica, Georgia. For additional information on this application, contact the Community Development Department a (678)840-1224.
09/12

BELL STREET BURRITOS
PUBLIC NOTICE
BELLSTREET Burritos
has filed an application to sell Alcoholic
Beverages on the premises located at
660 W. Bankhead Hwy Suite F, Villa Rica, Georgia 30180,
as an alcohol pouring license for restaurant.
A public hearing on the application will be held on
Tuesday, October 8, 2024 at 6:00 PM at the
Holt-Bishop Justice Center, Municipal Court Room,
101 Main Street, Villa Rica, Georgia.
For additional information on this application, contact the
Community Development Department at (678) 840-1224.

DEPOT RETAIL, LLC

"Landlord": DEPOT RETAIL, LLC

"Tenant": BELL STREET BURRITOS, VR, LLC

REFERENCE PAGE

SHOPPING CENTER:	The existing, or future, retail shopping area outlined in bold, black boundary line on the Site Plan attached hereto as Exhibit A" and made a part hereof (the "Site Plan") located in Carroll County, Georgia. The Shopping Center is more particularly described on Exhibit "A-1" which is attached hereto and is incorporated herein by reference.
LANDLORD:	DEPOT RETAIL, LLC
LANDLORD'S ADDRESS:	215 W. Bankhead Hwy., Suite A Villa Rica, GA 30180-6021
TENANT:	BELL STREET BURRITOS, VR, LLC
TENANT'S ADDRESS:	1688 Hickory Level Rd., Villa Rica, GA 30180
LEASE DATE:	The date of the latest signature on the Lease
PREMISES:	The portion of the Shopping Center described with cross-hatch marks on the Site Plan.
PREMISES AREA:	Approximately 1,500 sq. ft.
PERMITTED USE:	Retail Sales of Food Services
EXCLUSIVE:	
TENANT'S TRADE NAME:	BELL STREET BURRITOS, VR, LLC
SCHEDULED DELIVERY DATE:	NEED TO DISCUSS
TENANT IMPROVEMENT COMPLETION DATE:	NEED TO DISCUSS
RENT COMMENCEMENT DATE:	The earlier of thirty (30) days after the Tenant Improvement Completion Date; or (ii) the date Tenant opens for business from the Premises if the date Tenant opens for business is after the Tenant Improvement Completion Date.
TERM OF LEASE:	Five years and approximately 1 month beginning on the Delivery Date and ending upon the expiration of the Fifth (5th) Lease Year (as said term is defined in Section 31) following the Rent Commencement Date (the "Expiration Date"), unless sooner terminated pursuant to the Lease.
INITIAL ANNUAL RENT (Article 2):	LEASE YEAR / ANNUAL RENT / MONTHLY INSTALLMENT OF RENT
	1 / $18,000 / $1,500.00
	2 / $18,000 / $1,500.00
	3 / $18,000 / $1,500.00
	4 / $18,000 / $1,500.00
	5 / $18,000 / $1,500.00
RENT INCREASE	6 / $20,700 / $1,725.00
COMMON AREA MAINTENANCFE	Estimation of $300.00 per month
ESTIMATE OF TENANT'S PROPORTIONATE SHAREOF CAM:	17%
SECURITY DEPOSIT:	N/A
PREPAID RENT:	Tenant has paid to Landlord the first (1st) month's rent, in the amount of $1,500.00, receipt whereof, if by check subject to collection, is hereby acknowledged.
REAL ESTATE BROKERS	N/A
GUARANTOR:	Benjamin Eidson.

The Reference Page information is incorporated into and made a part of the Lease. In the event of any conflict between any Reference Page information and the Lease, the Lease shall control. This Lease includes Exhibit's "A" through "H", all of which are made a part of this Lease.

engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. (b) Each party hereby agrees to defend, indemnify, and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing certification.

55. **DISCRETION.** Where this lease provides that Landlord's consent or approval is required, such approval or consent may be given in Landlord's sole and absolute discretion.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed under seal, effective as of the Lease Date set forth on the Reference Page.

WITNESS:

_____

Printed Name:_____

TENANT: BELL STREET BURRITOS, VR, LLC.

BY: _____

Name: _____

Title:_____

Address:

SSN:

WITNESS:

_____

Printed Name:_____

LANDLORD: DEPOT RETAIL, LLC

By: Jeff R Matthews Manager

Name:_____

Title:_____

Date:_____

Pursuant to Section 1.1 of the captioned Lease, please be advised as follows:

1. Landlord delivered the premises to the Tenant on:

   the _____ day of _____, 2021

2. The Commencement Date described in Article 1 is:

   the _____ day of _____, 2021

3. The Expiration Date of the Term, unless the Lease is terminated sooner pursuant to the provisions set forth in the Lease is:

   the _____ day of _____, 2021

Terms denoted herein by initial capitalization shall have the meanings ascribed thereto in the Lease. In the event of a conflict between the Lease and this Commencement Date Confirmation, this Confirmation shall govern.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Commencement Date Confirmation under their respective seals.

LANDLORD:

By: Jeff Matthews Manager

Name: _____

Title: _____

Date: _____

TENANT:

By: _____

Name: _____

Title: _____

Date: _____

Planning & Zoning
Community Development Department

ABL-06-24

Public Hearing Date
City Council: October 8, 2024

Request: Alcoholic Beverage License

Project Description: Limited Pouring Restaurant- Malt Beverages & Wine

Applicant: BSB VR, LLC dba Bell Street Burritos
Licensee: Benjamin Eidson
1688 Hickory Level Rd.
Villa Rica, GA 30180

Location: 660 W. Bankhead Hwy. Ste. F., Land Lot 158, 6th District; Carroll Co., Ward 2

Parcel Number(s): V07 0110217

Current Zoning: C2 (Medium Density Commercial)

Current Land Use: Commercial

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

Sec. 4-69. Zoning Restriction

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

The subject property is zoned C2 (Medium Density Commercial).

Sec. 4-70. Proximity Restrictions:

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

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

Compliance: **Yes**

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

Compliance: **Yes**

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

Compliance: **Yes**

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

Compliance: **Yes**

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

Compliance: **Yes**

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

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

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

Recommendation:
Staff recommends **approval** of the request by BSB VR, LLC dba Bell Street Burritos and Benjamin Eidson for the alcohol license to pour malt beverages & wine at 660 W. Bankhead Hwy. Ste. F.

Whitney Cox
Licensing Specialist

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

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Commerce Drive and Georgia Hwy 78
Design Proposal for Right-In Right-Out Intersection Configuration

AGENDA DATE: October 8, 2024

DATE PREPARED: September 29, 2024

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

AMOUNT: $23,650.00
GL ACCOUNT #: 100-1320-521200
FUNDING SOURCE: General Fund
BUDGETED ITEM? No
PUBLIC HEARING:

PURPOSE: The purpose of this item is to approve an engineering design to make the intersection of Commerce Drive and Georgia Hwy 78 a right-in / right-out for vehicular traffic.

BACKGROUND: For years traffic traveling westward on Hwy 78 trying to turn into Commerce Drive has held up traffic sometimes back to the intersection of Hwy 61. There have been many traffic accidents that have occurred trying to make these turning movements. GA DOT has even asked the City to consider changing the configuration of this intersection to a right-in / right-out. Georgia and West Engineers has given the City a proposal to design this intersection as a right-in / right-out to GA DOT specifications. Please find their proposal attached. Total proposal price is for $23,650.00. This is for the engineering design only and doesn't include the cost of construction. An estimated cost of construction can be determined once the design is complete.

STAFF RECOMMENDATION: Staff recommends approval of this agenda item.

IMPACT: General Fund

MOTION: I move to approve the proposal from Georgia and West Engineers to design the right-in / right-out configuration of the Commerce Drive and Georgia Hwy 78 intersection for the price of $23,650.00.

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

September 11, 2024

Bobby Elliott
City of Villa Rica
571 W. Highway 78
Villa Rica, GA 30180

RE: COMMERCE DRIVE RIGHT IN/RIGHT OUT DESIGN AT HIGHWAY 78

Dear Sir:

Enclosed find the requested proposal for engineering and surveying services for the above-referenced project. I appreciate the opportunity to provide this quote.

Sincerely,

John D. Bass, P.E.
President

Enclosure

105 Corporate Drive, Carrollton, Georgia 30117 • Phone 770-834-4694 • Fax 770-834-1005 • Email: mailbox@georgiaandwest.com

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

September 11, 2024

Bobby Elliott
City of Villa Rica
571 W. Highway 78
Villa Rica, GA 30180

RE: COMMERCE DRIVE RIGHT IN/RIGHT OUT DESIGN AT HIGHWAY 78

Dear Sir:

Georgia and West, Inc. is pleased to submit this proposal for services, which consists of civil engineering and surveying services to modify the Commerce Drive intersection with Highway 78 to a right in/right out with pedestrian accommodations.

We understand that our fee is to include the stewarding of documents through the Georgia Department of Transportation (GDOT) in an effort to assist the Owner in securing a permit.

We propose to provide the services in this contract per the fees shown on the "Proposal Acceptance Sheet":

Our firm will provide services in accordance with the following:

SURVEYING

Georgia and West, Inc. will perform a field-run topographic survey of the project site. Underground utilities identified on the ground by a Georgia Utilities Protection Center (811) locate will be included in the survey. Georgia and West, Inc. will not be liable for utilities shown or not shown. Further, Georgia and West, Inc. makes no guarantee that any or all underground utilities will be identified by the locate request nor the accuracy of the location. This service is being provided for the convenience of the client in an effort to assist with land planning efforts.

Boundary, topography, and utility surveys are to be in accordance with Georgia Plat Laws and the "Terms and Conditions" of this contract.

DESIGN DEVELOPMENT

Georgia and West, Inc. will provide a preliminary intersection design of the proposed right in/right out. This plan will reflect layout considerations, proposed grading and storm drainage modifications (if any). The plan will also show any additional right of way or easements required for the intersection modifications. Upon completion of the preliminary design, we will meet with you for a thorough discussion of the proposed intersection. We will make requested changes based on the discussion. After these changes have been made and mutually agreed upon, it will become the basis for the detailed design. Any changes after approval of the preliminary submittal will be charged at hourly rates attached to this proposal.

CONSTRUCTION DOCUMENTS

We will prepare Construction Documents of the Design Development Plan. The document package will include the following:

A. Demolition Plan;
B. Intersection Construction Plan (including proposed grading plan);
C. Intersection Sight Distance Plan & Profile;
D. Storm Drainage Plan & Profile of modified storm sewer (if required);
E. Utility Relocation Plan (if required);
F. Erosion Control Plan and Details;
G. Construction Details.

The drawings will be prepared in accordance with the GDOT requirements for submittal for a Permit. We will submit the package to GDOT for Plan Review, and after receipt of comments, we will expedite the necessary revisions in order to obtain a Permit.

NPDES PERMITTING

It is understood that this project will disturb less than one (1) acre. Therefore, NPDES Permitting is EXCLUDED.

BID ASSISTANCE

Georgia and West, Inc. will assist the client with procuring bids for the project. The following items are included in this service:

A. Assist City with preparing bid advertisement and bid documents (City to draft documents, Georgia and West, Inc. to provide information, review documents, and suggest changes where applicable);
B. Attend pre-bid meeting;
C. Respond to bidder questions;
D. Review bids and provide recommendation to City.

CONSTRUCTION ADMINISTRATION – CIVIL

The following services are included during the Construction period:

A. Attend Pre-Construction Meeting;
B. Submittal Review;
C. Resolution of Discrepancies;
D. Interpretations and Information Transmissions;
E. 2 Site Visits during construction;
F. Final Inspection with punch list and follow-up inspection.

REIMBURSABLES

The direct cost of reproductions will be billed in addition to the fees quoted and includes an administrative fee. A budget of 5% of fees is suggested.

EXCLUSIONS

The following services are not included in the base fee. Several of these services can be provided upon request on an hourly basis as shown on the "Proposal Acceptance Sheet":

1. Subsurface Investigation/Geotechnical Engineering;
2. Communication, Power, or gas line relocation design (we will coordinate relocations necessary with utility owners);
3. Landscape design; Tree Protection design and inventory;
4. Retaining wall design;
5. Research to determine the exact location of existing utilities;
6. Bid documents and Project Specifications Manual (will assist City with preparing documents);
7. Revisions to the contract documents after approval by permitting authorities;
8. Revisions to the plans during construction due to unforeseen conditions;
9. As-built drawings and certifications;
10. Legal descriptions;
11. Construction supervision/management;
12. Construction staking;
13. Variance consultation, including stream buffers;
14. Stream/Wetland Delineations, Permits for Stream/Wetland impacts, including Nationwide Permits, Individual Permits and Mitigation Plans;
15. Environmental assessment;
16. Traffic impact or signal warrant studies;
17. Preliminary and/or Final Platting with Local Jurisdiction;
18. Recording of deeds and/or plats with local Clerk of Court;
19. NPDES Permitting;
20. Revisions or updates to erosion, sediment, and pollution control plans during construction, and
21. Meetings beyond those specifically identified in this proposal.

ADDITIONAL SERVICES

Any services not addressed in this proposal and specifically requested by you will be provided on an hourly basis according to the attached rate schedule.

TERMS AND CONDITIONS

1. STANDARD OF CARE

Client recognizes that subsurface conditions, (including physical, environmental, ecological and construction conditions) may vary from those observed at specific locations where borings, surveys, or explorations are made, and that such conditions may change with time. Data interpretations and recommendations by Georgia and West, Inc. will be based solely on information available to Georgia and West, Inc. Georgia and West, Inc. is responsible for those data, interpretations and recommendations but will not be responsible for other parties' interpretation or use of the data.

This agreement contemplates that Georgia and West, Inc. may be providing civil engineering and surveying services. Services performed by Georgia and West, Inc. under this agreement are expected by Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the specific discipline involved practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty, expressed or implied, made in connection with any Services provided by Georgia and West, Inc. under this Agreement.

2. RISK ALLOCATION

Many risks potentially affect Georgia and West, Inc. by virtue of entering into this Agreement to perform professional services on behalf of Client. The principal risk is the potential for human error by Georgia and West, Inc. For Client to obtain the benefit of a fee which includes a nominal allowance for dealing with Georgia and West, Inc. liability Client agrees to limit Georgia and West, Inc.'s liability to Client and to all other parties for claims arising out of Georgia and West, Inc.'s performance of the Services described in this Agreement. The aggregate liability of Georgia and West, Inc. will not exceed $25,000.00 or the amount of Georgia and West, Inc.'s fee, whichever is greater, for negligent professional acts, errors or omissions. The limit of professional liability can be increased to a maximum of $1,000,000.00 upon Client's written request made prior to the performance of Georgia and West, Inc. services under this agreement provided that Client agrees to pay an additional 10 percent of the total liability requested to the understood prior to commencement of work. The additional charge is because of the greater risk assumed and is not a charge for additional professional liability insurance. Client agrees to indemnify and hold harmless Georgia and West, Inc. from and against all liabilities, including liability to any third parties, in excess of the monetary limits established above.

Limitations on liability and indemnifications in this Agreement are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that Client will not seek damages in excess of the limitations indirectly through suits with other parties who may join Georgia and West, Inc. as a third-party defendant. Parties mean Client and Georgia and West, Inc. and their offices, employees, agents, affiliates, and subcontractors.

Both Client and Georgia and West, Inc. agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this Agreement.

3. DISPUTE RESOLUTION COSTS

Should disputes arise between the Parties and should either party resort to dispute resolution procedures, including but not limited to litigation, arbitration, or an alternative dispute resolution method, the nonprevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs in addition to whatever judgment or settlement sums may be due. Such costs shall include reasonable attorney's fees, court costs, consultant fees, expert witness fees, and other documented expenses as well as the value of time spent by the prevailing party and its employees to research the issues, discuss the matter with attorneys, etc. Insofar as Georgia and West, Inc. is concerned, the value of time spent shall be based upon Georgia and West, Inc. prevailing fee schedule.

4. SITE ACCESS AND SITE CONDITIONS

Client will grant or obtain free access to the site for all equipment and personnel necessary for Georgia and West, Inc. to perform the work set forth in this Agreement. Client will notify any and all tenants or possessors of the project site that Client has granted Georgia and West, Inc. free access to the site. Georgia and West, Inc. will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

Client is responsible for accurately providing the locations of all subterranean structures and utilities and wetland sensitive areas. Georgia and West, Inc. will take reasonable precautions to avoid known subterranean structures and wetland sensitive areas. Client waves any claim against Georgia and West, Inc., and agrees to defend, indemnify, and hold Georgia and West, Inc. harmless from any claim or liability for injury or loss, including all reasonable attorneys fees and costs of defense, arising from damage done to subterranean structures and utilities, and, unless Georgia and West, Inc. has been contracted to delineate wetland areas on the site, to wetland sensitive areas not identified or accurately located. In addition, Client agrees to compensate Georgia and West, Inc. for any time spent or expenses incurred in defense of any such claim, with compensation to be based upon Georgia and West, Inc.'s prevailing fee schedule and expense reimbursement policy.

5. SAFETY

Should Georgia and West, Inc. provide observations or monitoring services at the job site during construction or other field activities as set forth in the Proposal, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of work, and with compliance with all OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractors procedures conducted by Georgia and West, Inc. does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

6. MONITORING

In the event that Georgia and West, Inc. is retained by Client to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal, Georgia and West, Inc. will report its observations and professional opinions directly to Client. No action by Georgia and West, Inc. or Georgia and West, Inc.'s site representative can be construed as altering any Agreement between Client and others. Georgia and West, Inc. will report to Client any observed conditions or events related to the Scope of Work set forth in Georgia and West, Inc. Proposal. The Georgia and West, Inc. representative has no right to reject or stop work of any contractor or agent of the Client. Such rights are reserved solely with the Client. Furthermore, Georgia and West, Inc.'s presence on site does not in any way guarantee the completion or quality of the performance or the work performed by any party retained by Client to provide field or construction-related services.

Georgia and West, Inc. will not be responsible for and will not have control or charge of the means, methods, techniques, sequences, or procedures of construction or other field activities selected by any independent contractor or agent of the Client.

7. SAMPLING OR TEST LOCATION

Unless otherwise stated, the fees in Georgia and West, Inc.'s proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests or boring locations described in a report or shown on sketches are base upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths, or elevations should be considered as approximations unless otherwise stated. If the Client specifies the test or boring location, Georgia and West, Inc. reserves the right to deviate a reasonable distance from the location specified.

8. ENVIRONMENTAL

It is the Property Owner's/Client's responsibility to comply with all environmental impact issues and to obtain all necessary permits from the appropriate governing authorities.

A. Discovery of Unanticipated Hazardous Materials

Client represents that Client has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that Client has informed Georgia and West, Inc. of Client's findings relative to the possible presence of such materials. Client agrees to hold Georgia and West, Inc. harmless for the identification of hazardous materials on or near the project site. Further, client holds Georgia and West, Inc. harmless for any means and costs to remediate, quarantine, or any other operation required to manage any hazardous materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Georgia and West, Inc. and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of Georgia and West, Inc. services. Georgia and West, Inc. and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Georgia and West, Inc. to take immediate measures to protect health and safety. Client agrees to compensate Georgia and West, Inc. for any equipment, decontamination, or other costs incidental to the discovery of unanticipated hazardous materials.

Georgia and West, Inc. agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Georgia and West, Inc. harmless for any and all consequences of disclosures made by Georgia and West, Inc. which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the Agreement, Client waives any claim against Georgia and West, Inc. and, to the maximum extent permitted by law, agrees to defend, indemnify, and save Georgia and West, Inc. harmless from any claim, liability, and/or defense costs for injury or loss arising from Georgia and West, Inc.'s discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

B. Endangered Species

It is the Property Owner's/Client's responsibility to determine the presence of any endangered species on or near the project site. Further, the Property Owner/Client shall be responsible for notifying U.S. Fish and Wildlife Service of the proposed activity and to procure any necessary permits for the proposed activity.

C. State Waters and Waters of the United States (Streams/Wetlands)

It is the Property Owner's/Client's responsibility to determine the presence of any state waters and/or waters of the United States and have those features delineated on the project site prior to the commencement of work by Georgia and West, Inc. and/or any subcontractors, unless said delineation is included in the Proposal. Further, the Property Owner/Client shall be responsible for notifying all appropriate government entities of the proposed activity and shall comply with all local, state, and federal permitting, including but not limited to stream buffer variances and clean water act permitting.

9. TERMINATION

This Agreement may be terminated by either party seven (7) days after written notice to the other party in the event of the breach of any provision of this Agreement by the other party, or in the event of substantial failure of performance by the other party, or if Client suspends the work for more than three (3) months. In the event of termination, Georgia and West, Inc. will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

10. OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations, and estimates prepared by Georgia and West, Inc. as instruments of service pursuant to this Agreement shall be the sole property of Georgia and West, Inc. Client agrees that all documents of any nature furnished by Georgia and West, Inc. to Client or Client's agents, contractors or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any document produced by our firm, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without Georgia and West, Inc. written permission. At the request and expense of Client, Georgia and West, Inc. will provide Client with copies of documents created in the performance of this work for a period not exceeding five years following submission of the report or reports contemplated by this Agreement.

11. EXCHANGE OF ELECTRONIC MEDIA

Georgia and West, Inc. agrees that it is responsible for the accuracy of the original sealed documents. If at any time, there exists a difference between the submitted electronic files and the original sealed documents, the original sealed documents will govern as the official delivered contract documents. Electronic documents are furnished for the convenience of the Client and Contractor. Written dimensions take precedence over scale.

12. GOVERNING LAW AND SURVIVAL

The validity, interpretation, and performance of this Agreement shall be governed by the law of the State in which the Georgia and West, Inc.'s office, identified as "Consultant" on the Proposal Acceptance Sheet for this project, is located. In addition, Georgia and West, Inc. and Client agree to submit to the personal and exclusive jurisdiction and venue of said State with respect to any claims or disputes which may arise under this Agreement. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnification obligations will survive termination of this Agreement for any cause.

13. SURVEY NOTES

A. No title or abstract research was performed by the undersigned for this survey.

B. WARNING: This plat of survey makes no warranty or guarantee as to the existence of any easements of any type, no abstract or title search was performed by the undersigned to discover the existence of any easements.

C. No warranty or guarantee as to the existence or location of underground structures is implied, only those items shown.

D. No warranty or guarantee as to environmental issues has been implied; only those items shown hereon have been addressed.

E. Only acts of possession, if any, which are visible from casual inspection of the property, are shown hereon. No warranty or guarantee is implied as to the existence of acts of possession by adjoiners to the lands shown and described hereon.

F. No warranty or guarantee as to county or city ordinance issues, to include setbacks, has been implied. Only those items shown have been addressed.

14. UTILITY LOCATIONS

Utility locations will be limited to those items apparent from a visual inspection and the utilities located by Utilities Protection Center (811) locators. Additional utility locations will require a private utility locator and their fee will be paid by the Client.

PAYMENT TERMS:

Compensation will be in accordance with the proposal referenced above. Invoices will be issued monthly. Client agrees to pay all charges not in dispute within 30 days of receipt of invoice and recognizes that charges not paid within 30 days are subject to late payment charge of 1.5 percent of the balance due for each additional month or fraction thereof that undisputed charges remain unpaid. Charges held in dispute will be called to the attention of Georgia and West, Inc. within 10 days of receipt of invoice. Client agrees to pay cost of collection, including reasonable attorney's fees, if invoices are collected by law or through an attorney. Client further agrees that Georgia and West, Inc. has the right to suspend or terminate service if undisputed charges are not paid within 45 days of receipt of Georgia and West, Inc. invoice and agrees to waive any claim against Georgia and West, Inc. and to indemnify, defend and hold Georgia and West, Inc. harmless from and against any claims arising from Georgia and West, Inc.'s suspension or termination due to Client's failure to provide timely payment.

Liens:

Notice is given that Georgia statue requires the filing of liens within ninety (90) days of last performing work on a project. Therefore, lien action will be initiated seventy-five (75) days after the last day work is performed when balances are outstanding. A voluntary extension of lien rights can be accomplished by a letter from the owner of the property.

PROPOSAL ACCEPTANCE SHEET

DATE: September 11, 2024 **PROJECT NAME:** Commerce Drive Right In/Right Out Design at Highway 78

SERVICE		FEE
BOUNDARY & TOPOGRAPHIC SURVEY (SEE EXHIBIT SHOWIING PROPOSED SURVEY LIMITS)	$	9,000.00
DESIGN DEVELOPMENT (INCLUDES 1 DESIGN REVIEW MEETING)	$	2,000.00
CONSTRUCTION DOCUMENTS	$	5,900.00
BID ASSISTANCE	$	2,250.00
CONSTRUCTION ADMINISTRATION	$	4,500.00
TOTAL	**$**	**23,650.00**

ADDITIONAL SERVICES

Any services not addressed in this proposal and specifically requested by you will be provided on an hourly basis as follows:

HOURLY RATES:

PRINICIPAL ..... $225.00/Hr.
SENIOR SURVEYING MANAGER..... $140.00/Hr.
SENIOR ENGINEER..... $140.00/Hr.
FIELD CREW..... $140.00/Hr.
CIVIL TECHNICIAN ..... $110.00/Hr.
CLERICAL ..... $50.00/Hr.
Mileage ..... $0.58/Mi.
Archive Search Fee.....$200.00
Electronic File – One Time License $200-500
Direct Costs – Administrative Fee..... 15%

Direct Costs include subconsultants, photography, reproduction, courier, and travel expenses.

You will be invoiced at the end of each month for a percentage completed at that time, reimbursables, and for any additional services requested and not covered in this proposal.

Please sign and return one (1) copy of the Proposal Acceptance Sheet as your authorization to proceed with the work and your acceptance of this proposal, and keep the other copy for your records. Upon your acceptance of this proposal, Georgia and West, Inc. and the client listed below shall have entered into a binding agreement (the "Contract") pursuant to the terms set forth on "Terms and Conditions" sheets hereof.

Communications by phone, letter, fax, e-mail, meetings or face to face to proceed with the work shall be deemed to be a verbal authorization to proceed with the work in accordance with the fees, scope, terms and conditions of this Proposal.

If you do not provide a verbal or signed and dated authorization, this Proposal shall become void Ninety (90) days from the date above.

Terms and Conditions are printed in this Proposal. Please sign and return one (1) copy of the Proposal to indicate your approval of this proposal and keep the other copy for your records. If you have any questions, please do not hesitate to call.

Sincerely,
Georgia and West, Inc.

John D. Bass, P.E.
President

Accepted By: _____
Print or type individual, firm or corporate body name

_____, _____
Signature of Authorized Representative Title

Date: _____

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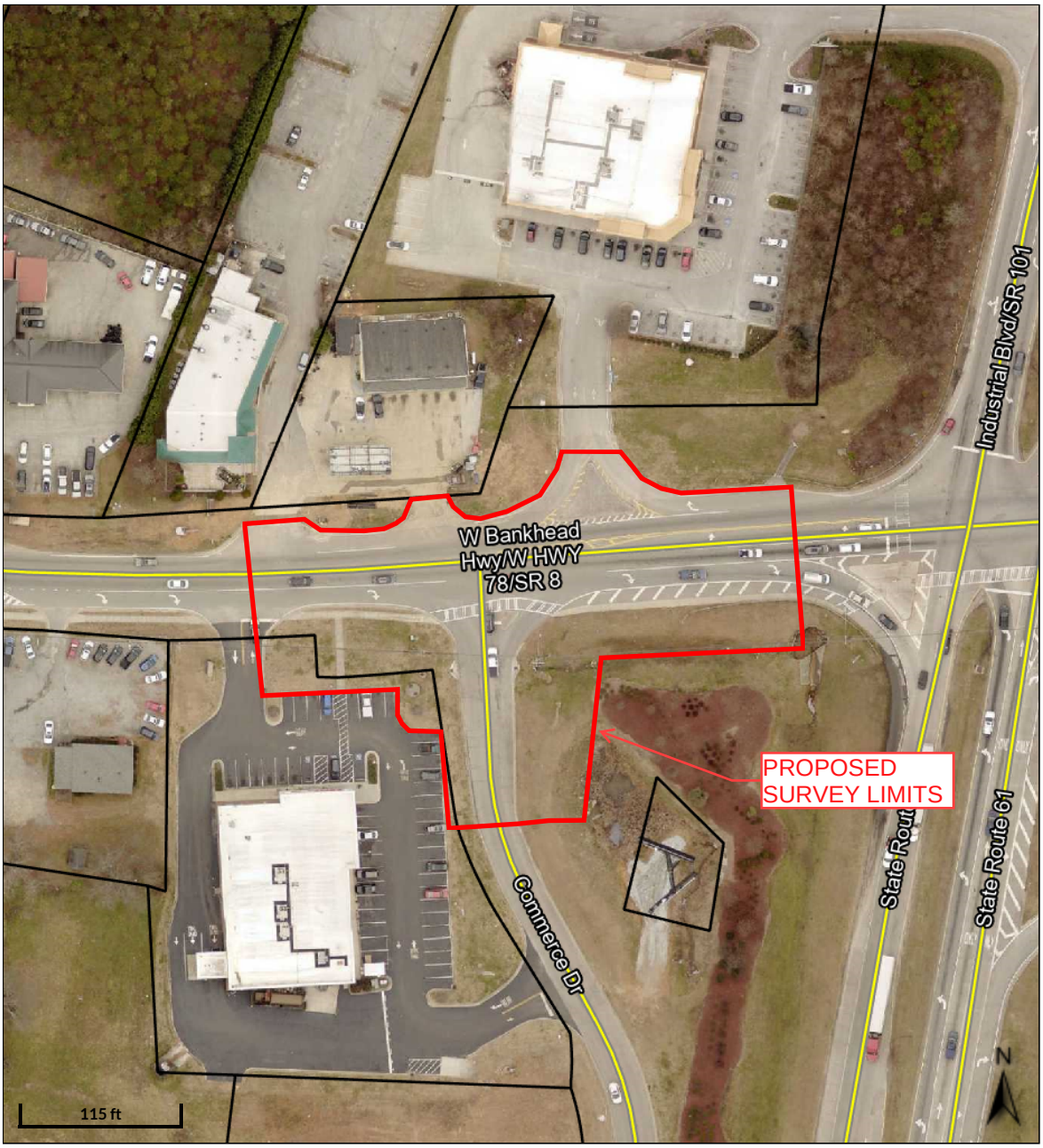
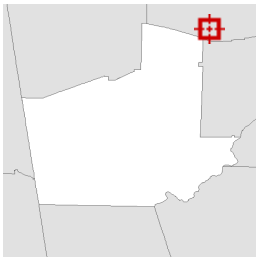


Overview



Legend

- Parcels
- Roads

Date created: 9/11/2024
Last Data Uploaded: 9/10/2024 6:14:55 PM

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CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Traffic Calming Recommendations for River Trace Subdivision

AGENDA DATE: October 8, 2024

DATE PREPARED: September 29, 2024

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

AMOUNT:
GL ACCOUNT #:
FUNDING SOURCE: Speed Hump Funding – FY23-24 Budget ($5,610.00)
Speed Hump and STOP Signage -FY24-25 Budget (To Be Calculated)
BUDGETED ITEM?
PUBLIC HEARING:

PURPOSE: The purpose of this item is to recommend traffic calming measures in the form of speed humps and 3-way stop intersections for River Trace Subdivision.

BACKGROUND: The City received a request for checking the vehicular speeds in River Trace Subdivision. The speeding concerns along with reports of several pets had been run over by speeding traffic. The Traffic Counter was placed on River Trace Drive (Long Street Section) during the week of August 29 through September 5, 2024 (Study Results Attached). The 85th percentile speed was calculated to be 37 MPH in a posted 25MPH speed limit. City ordinance requires traffic calming measures to be installed if the 85th percentile speeds calculated are more than 10 MPH above the posted speed limit which is the case here. Normally, increased signage in the area would be considered as a first approach to calm traffic but in this case, given the street configuration of the area tested, increased signage will not slow down this traffic. Structural traffic calming devices are recommended as follows:

Speed humps be placed at: 317, 341, 377, and 397 River Trace Drive
Three-Way Stops be installed at: River Trace Drive and Ashford Court
(Sketch Attached) River trace Drive and Newport Drive
Newport Drive and Regency Court

Speed Hump installation can be installed with funding left from FY23-24. Signage for Speed Humps and Three-way stop configurations can be funded from Signs and Supplies from FY24-25 new budget. If approved, installations will begin as soon as signage is available.

STAFF RECOMMENDATION: Staff recommends approval of this agenda item.

IMPACT: General Fund

MOTION: I move to approve the traffic calming installations request for River Trace Subdivision as indicated above.

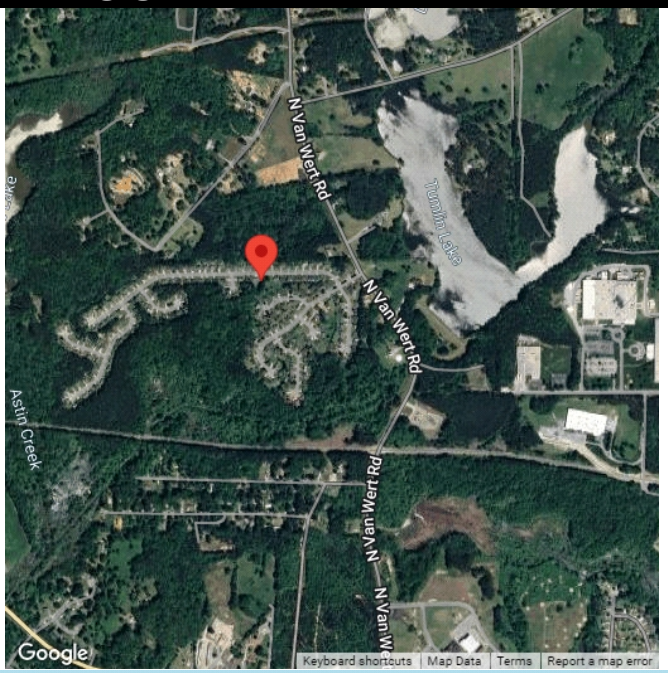
Speed Hump Locations
Three-Way Stops
Van Wert Rd
River Trace Dr
Regency Ct

City of Villa Rica
344 River Trace Drive
Posted Speed Limit is 25 MPH
at Counter Location

SPEED DATA ANALYSIS

Location

Latitude: 33 44' 44.632"
Longitude: -84 57' 54.839"



Analysis Time Period

Start	End
8/29/2024 8:26 AM	9/5/2024 8:22 AM

Vehicles Analyzed

633

Speed Limit

25

Total Enforceable Violations

565

Average Speed

31

% Enforceable Violations

89%

Fastest Speed

85

Enforcement Rating

HIGH

Slowest Speed

2

City of Villa Rica
344 River Trace Drive
Posted Speed Limit is 25 MPH
at Counter Location

SPEED DATA ANALYSIS

85th Percentile Speed	Peak Time of Violations
37	8/30/2024 6:26 AM

City of Villa Rica
344 River Trace Drive
Posted Speed Limit is 25 MPH
at Counter Location

Latitude: 33 44' 44.632"
Longitude: -84 57' 54.839"

Combined Lanes 8/29/2024 to 9/4/2024

Peak Analysis
Classes Excluded From Peaks: None

Date	AM Peak	Hour Volume	Highest Interval Time	Highest Interval Volume	Peak Hour Factor	Pm Peak	Hour Volume	Highest Interval Time	Highest Interval Volume	Peak Hour Factor
8/29/2024	9:03 AM	15	9:22 AM	4	0.94	4:06 PM	17	4:15 PM	8	0.53
8/30/2024	6:22 AM	39	6:28 AM	14	0.70	1:13 PM	14	1:38 PM	5	0.70
8/31/2024	8:13 AM	27	8:14 AM	9	0.75	12:00 PM	10	12:07 PM	6	0.42
9/1/2024	9:51 AM	27	9:58 AM	12	0.56	1:15 PM	12	1:49 PM	8	0.38
9/2/2024	10:58 AM	8	11:12 AM	3	0.67	12:01 PM	10	12:13 PM	3	0.83
9/3/2024	9:25 AM	4	9:25 AM	1	1.00	1:50 PM	7	2:31 PM	3	0.58
9/4/2024	8:16 AM	10	8:52 AM	4	0.63	2:03 PM	5	2:03 PM	2	0.63

Pace Speed - MPH
Classes Excluded From Pace:

Speed	Number	Percent
27 - 36	419	66.2%

Percentile Speeds

Percentile	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th
Speed - MPH	22	24	25	26	27	28	28	29	30	30	31	32	32	33	34	35	36	37

Vehicles Traveling Greater Than 50.0 MPH

Total Volume	633
Total Greater Than 50.0	3
Percent Greater Than 50.0	0.5%

Mean, Median, and Mode Averages

Mean:	31.4
Median (50th %):	31.1
Mode:	32.5

Classification Statistics

Unclassed	Motorcycles	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi
7	3	420	134	12	57	0	0	0	0	0	0	0	0
1.1%	0.5%	66.4%	21.2%	1.9%	9.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Axle Statistics

# Axles	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Count	631	2	0	0	0	0	0	0	0	0	0	0	0	0	0
Avg. WB	120.9	56.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Axles Per Vehicle: 2.0032

City of Villa Rica
344 River Trace Drive
Posted Speed Limit is 25 MPH
at Counter Location

Latitude: 33 44' 44.632"
Longitude: -84 57' 54.839"

A to B, East Bound 8/29/2024 to 9/4/2024

Peak Analysis

Classes Excluded From Peaks: None

Date	AM Peak	Hour Volume	Highest Interval Time	Highest Interval Volume	Peak Hour Factor	Pm Peak	Hour Volume	Highest Interval Time	Highest Interval Volume	Peak Hour Factor
8/29/2024	9:43 AM	12	9:48 AM	5	0.60	4:06 PM	17	4:15 PM	8	0.53
8/30/2024	5:47 AM	37	6:19 AM	14	0.66	1:13 PM	11	1:57 PM	4	0.69
8/31/2024	8:13 AM	26	8:14 AM	9	0.72	12:00 PM	10	12:07 PM	6	0.42
9/1/2024	9:51 AM	23	9:58 AM	11	0.52	1:15 PM	11	1:49 PM	8	0.34
9/2/2024	10:40 AM	7	11:12 AM	3	0.58	12:01 PM	9	12:13 PM	3	0.75
9/3/2024	9:16 AM	3	9:22 AM	1	0.75	1:45 PM	5	2:08 PM	2	0.63
9/4/2024	8:16 AM	3	8:16 AM	1	0.75	1:28 PM	4	2:03 PM	2	0.50

Pace Speed - MPH

Classes Excluded From Pace:

Speed	Number	Percent
27 - 36	380	68.0%

Percentile Speeds

Percentile	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th
Speed - MPH	23	24	26	27	28	28	29	29	30	30	31	32	33	33	34	35	36	38

Vehicles Traveling Greater Than 50.0 MPH

Total Volume	559
Total Greater Than 50.0	3
Percent Greater Than 50.0	0.5%

Mean, Median, and Mode Averages

Mean:	31.9
Median (50th %):	31.3
Mode:	32.5

Classification Statistics

Unclassed	Motorcycles	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi
3	0	365	127	11	53	0	0	0	0	0	0	0	0
0.5%	0.0%	65.3%	22.7%	2.0%	9.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Axle Statistics

# Axles	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Count	559	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Avg. WB	122.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Axles Per Vehicle: 2.0000

City of Villa Rica
344 River Trace Drive
Posted Speed Limit is 25 MPH
at Counter Location

Latitude: 33 44' 44.632"
Longitude: -84 57' 54.839"

B to A, West Bound 8/29/2024 to 9/4/2024

Peak Analysis
Classes Excluded From Peaks: None

Date	AM Peak	Hour Volume	Highest Interval Time	Highest Interval Volume	Peak Hour Factor	Pm Peak	Hour Volume	Highest Interval Time	Highest Interval Volume	Peak Hour Factor
8/29/2024	9:03 AM	4	9:19 AM	2	0.50	12:00 PM	1	12:18 PM	1	0.25
8/30/2024	8:28 AM	9	8:28 AM	4	0.56	1:04 PM	3	1:38 PM	2	0.38
8/31/2024	9:06 AM	4	9:06 AM	1	1.00	No Volume				
9/1/2024	9:35 AM	4	10:03 AM	2	0.50	No Volume				
9/2/2024	8:43 AM	3	8:43 AM	1	0.75	2:35 PM	2	2:42 PM	1	0.50
9/3/2024	No Volume					1:50 PM	2	2:31 PM	1	0.50
9/4/2024	8:07 AM	7	8:22 AM	3	0.58	No Volume				

Pace Speed - MPH
Classes Excluded From Pace:

Speed	Number	Percent
24 - 33	42	56.8%

Percentile Speeds

Percentile	5th	10th	15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th
Speed - MPH	9	14	18	23	23	24	25	26	27	28	29	30	31	32	33	34	35	36

Vehicles Traveling Greater Than 50.0 MPH

Total Volume	74
Total Greater Than 50.0	0
Percent Greater Than 50.0	0.0%

Mean, Median, and Mode Averages

Mean:	27.7
Median (50th %):	28.3
Mode:	27.9

Classification Statistics

Unclassed	Motorcycles	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi
4	3	55	7	1	4	0	0	0	0	0	0	0	0
5.4%	4.1%	74.3%	9.5%	1.4%	5.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Axle Statistics

# Axles	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Count	72	2	0	0	0	0	0	0	0	0	0	0	0	0	0
Avg. WB	104.8	56.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Axles Per Vehicle: 2.0270

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Supplemental Water Supply Intergovernmental Agreement
AGENDA DATE: October 8, 2024

DATE PREPARED: September 24, 2024
PREPARED BY: John Bain

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

PURPOSE: To enter into an Intergovernmental Agreement with the Carroll County Water Authority (CCWA) for the wholesale purchase of additional water supply.

BACKGROUND: This new agreement replaces the existing Intergovernmental Agreement between the City and the CCWA, dated March 7, 2005. The new agreement would take effect February 1st, 2025, and represents rates comparable to wholesale rates currently paid by neighboring communities.
Highlights:

1. Volumetric rate of $4.95 per 1,000 gallons purchased
2. Minimum purchase of 300,000 gallons per day
3. Tiered volumetric structure of purchases over 600,000 gallons per day
4. Term: Five years with five year automatic renewal unless otherwise terminated

STAFF RECOMMENDATION: Staff recommends the approval of the Intergovernmental Agreement.

MOTION: I move to authorize the Mayor to execute the Supplemental Water Supply Intergovernmental Agreement with the Carroll County Water Authority.

SUPPLEMENTAL WATER SUPPLY INTERGOVERNMETNAL AGREEMENT

This Supplemental Water Supply Intergovernmental Agreement (hereinafter referred to as the "Agreement") is made and entered into between

Carroll County Water Authority

a political subdivision of the State of Georgia created April 6, 1967 (Ga. L. 1967, p. 2861), as amended by an Act approved on March 21, 1968 (Ga. L. 1968, p. 2368), an Act approved March 27, 1972 (Ga. L. 1972, p. 2655), an Act approved March 27, 1995 (Ga. L. 1995, p. 3606), an Act approved April 13, 2001 (Ga. L. 2001, p. 4380), an Act approved June 30, 2020 (Ga. L. 2020, p. 3890) (hereinafter referred to as the "Authority"), and

City of Villa Rica, Georgia

a municipal corporation of the State of Georgia (hereinafter referred to as the "City").

WHEREAS, the Authority, pursuant to its Charter and general laws, is empowered to own, operate, extend, and maintain a system of water supply, treatment, and distribution mains within Carroll County, Georgia; and

WHEREAS, the City owns and operates a system of water supply, treatment and distribution mains within and near the City of Villa Rica;

WHEREAS, the City plans to expand its existing water supply and treatment capacities by the year 2035, and the City desires to secure a supplemental source of treated water to assist in meeting its water system demands prior to such expansion; and

WHEREAS, the City desires to secure and establish terms for the purchase of supplemental water from the Authority; and

WHEREAS, by authorizing the approval and execution of this Agreement the parties, through their governing bodies, find and conclude it is in the mutual best interest of all parties hereto, to terminate a previous agreement between the parties hereto dated March 7, 2005 (hereinafter referred to as the "2005 Agreement"), and to enter into a new Supplemental Water Supply Intergovernmental Agreement, effective at 12:01 a.m. on the 1st day of February 2025, which this Agreement shall, in all material respects replace and supersede the 2005 Agreement, as of this Agreement's effective date, and define and govern the relationship between the parties for the stated term thereof, as the successor thereto; provided however, the 2005 Agreement shall

continue in effect and survive the entry of this Agreement until such time as all services, payments, and obligations incurred thereunder are fully performed, delivered, and payment has been made accordingly; and

WHEREAS, the City and Authority do each desire to enter into this Agreement for such purposes.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, the City and Authority agree as follows:

SECTION 1 - WATER SUPPLY FROM THE AUTHORITY

1.1 The Authority agrees to deliver to the Master Meters, hereinafter specified, during the term of this Agreement or any renewal or extension thereof, potable water that meets or exceeds all standards established by the Georgia Department of Natural Resources, Environmental Protection Division ("EPD"). The City hereby agrees to accept sole responsibility for the quantity and quality of water distributed through its water system, and the City shall hold the Authority harmless from any and all claims, losses, damages, or obligations due to quantity and/or quality of water provided by the Authority, as long as the water supplied by the Authority to the Master Meters meets all applicable standards of EPD.

1.2 The parties acknowledge that water quality problems can occur.

(a) In the event of a water quality problem, the Authority shall notify the City when the problem is known or discovered. The City can then elect to continue to receive water through the Master Meters or request that service be suspended during the water quality problem period. The Authority shall notify the City when the water quality problem has been corrected.

(b) If the City elects to continue to receive water from the Authority after notice from the Authority of water quality problems, then the Authority shall not be liable to respond to damages arising from water quality problems, and any remedy of the City and its agents and customers shall be limited to specific performance of this Agreement.

(c) If the City elects to suspend service during the water quality problem period, then the City shall be relieved of its obligations under this Agreement solely during the water quality problem period. The City's obligations shall be reinstated upon notice by the Authority that the water quality problem has been corrected.

1.3 The Authority shall not be obligated to deliver more than 600,000 gallons per day ("Daily Limit") to the City at the Master Meters. The Authority may deliver more than the Daily Limit, but shall not be required to do so, and any delivery in excess of the Daily Limit shall not be deemed a waiver of the stated limit and shall not bind the Authority to any future delivery in excess of the stated limit.

1.4 The City shall receive or pull the water purchased from the Authority at flow rates not adversely impacting the Authority's water distribution system operations or level of service to its other customers. Should the Authority deem the City is receiving or pulling water at flow rates adversely impacting its system or customers, then the Authority shall notify the City, and the City shall take all reasonable efforts to cease actions causing the adverse impact and to prevent future events from occurring.

1.5 If the City requires a pressure other than that provided by the Authority at any Master Meter, then the City shall bear the cost of reducing or raising such pressure and all operation and maintenance of pressure regulating equipment.

1.6 The Authority shall be relieved from any obligation to provide water to the City under this Agreement in the event that its ability to comply with this Agreement is impaired by war, natural disaster, catastrophe, main break, power outage, drought, flood, fire, earthquake, act of God or any other emergency condition or an imposed ban or restriction of water distribution or other directive of the Georgia Environmental Protection Division, the Federal Environmental Protection Agency or other agency with jurisdiction over the water supply utilized by the Authority.

1.7 The Authority reserves the right to temporarily shut off its water supply to the City, the Master Meters, or any other structure, main, service, or facility, existing or constructed after this Agreement, for the purpose of repair, maintenance or improvement of the Authority's water supply or water system. In the absence of an emergency, the Authority shall provide the City with reasonable advance notice of any repair, maintenance or improvement that may affect the supply of water by the Authority to the City under this Agreement.

1.8 The City and its customers shall be subject to water restrictions no less stringent than water restrictions imposed on Authority customers.

1.9 The Authority and the City both operate water distribution systems with water service areas defined in accordance with a previously negotiated and signed Carroll County

Service Delivery Agreement dated October 24, 2018. The Parties hereto acknowledge that the revenues derived from their respective systems are essential to the effective operation of the respective systems and to the financial stability and borrowing power of each of the systems; therefore, the Authority shall not extend its water distribution system beyond its current limits to provide water service within the City's current designated water service area without the express written permission of the City, and likewise, the City shall not extend its water distribution system beyond its current limits to provide water service within the Authority's current water service area without the express written permission of the Authority.

SECTION 2 - MASTER METERS

2.1 All water supplied by the Authority to the City shall be delivered by the Authority through the Master Meters located on:

(a) North Van Wert Road near the City's water treatment plant;

(b) Highway 61 approximately 1,000 feet south of its intersection with Bay Springs Road;

(c) North Van Wert Road at the intersection with Concorde Drive near the entrance to River Trace subdivision; and

(d) Brookhaven Drive at the intersection with Bay Springs Road near the entrance to Summer Gate subdivision.

2.2 The Authority agrees to furnish, install, operate, and maintain the Master Meters to measure the quantity of water delivered to the City. The Master Meters are the property and responsibility of the Authority, who shall have the right to replace and/or relocate the Master Meters. In the event that a Master Meter is relocated, each party shall be responsible for connecting their water mains and infrastructure to the relocated Master Meter.

2.3 The readings of the Master Meters shall determine the quantity of water supplied by the Authority to the City.

2.4 The Authority may read the Master Meters daily, monthly or a combination to determine the quantity of water delivered to the City. An appropriate official of the City at all reasonable times shall have access to the Master Meters for the purpose of verifying readings.

2.5 At the expense of the Authority, the Master Meters shall be tested for accuracy at least once each year, by a generally accepted method, which shall be determined in the sole

discretion of the Authority. Any additional testing for accuracy requested by the City shall be conducted by the Authority at the City's expense. A Master Meter registering not more than two percent (2%) above or below the test shall be deemed to be accurate.

2.6 The previous readings of any Master Meter disclosed by test to be inaccurate shall be corrected for up to six (6) months prior to such test in accordance with the percentage of inaccuracy found by such test. In the event a Master Meter is shown to have inaccurately measured the flow of water provided in a manner that resulted in an overpayment by the City, the Authority shall reimburse the City for said overpayment within sixty (60) days. In the event a Master Meter is shown to have inaccurately measured the water provided in a manner that resulted in the City paying less than would have been paid if the meter were accurate, the Authority shall invoice the City for the resultant shortage, and the City shall pay for the resultant shortage within sixty (60) days of the date of invoice.

2.7 Should a Master Meter for any reason fail to properly measure the volume of water supplied by the Authority to the City, the volume of water for any such period of failure shall be computed by the Authority using the flow rates for an equal number of days prior to and following the failure or by the application of any other method or period of time which would more accurately reflect the volume used during such period of failure.

SECTION 3 - CHARGES, BILLING AND PAYMENT

3.1 The Authority shall charge and the City agrees to pay the Authority for water service at the following rates, as the same may be adjusted by the Authority from time to time and upon 90 days written notice provided to the City.

3.2 Master Meter Charge. The City shall pay a charge of $500.00 per month for each of the Master Meters, as identified in Section 2 of this Agreement.

3.3 Purchase Quantity. The Authority shall invoice the City monthly for a minimum purchase quantity of 300,000 gallons per day ("Minimum Purchase Quantity") or the actual water delivered to the Master Meters, whichever is greater, multiplied by the volumetric water rate as defined herein.

3.4 Volumetric Rate. The City shall pay a volumetric rate for actual water delivered to the Master Meters as follows:

(a) The Authority's municipal water rate to the City shall be $4.95 per 1,000 gallons ("Municipal Water Rate") up to the Daily Limit. The water rate for any water delivered to the City above the Daily Limit shall be at a rate equal to 115% of the Municipal Water Rate (Daily Limit Exceedance Rate").

(b) If, during any month that the Authority is selling water to the City under this Agreement, the Authority purchases water from another source, then the volumetric rate charged to the City for water delivered to the Master Meters shall the greater of the water rates authorized in Section 3.4(a) or a water rate equal to the highest water rate charged to the Authority for water purchased plus a ten percent (10%) markup ("Purchased Water Rate") to compensate the Authority for conveyance and administrative costs. Any applicable Purchased Water Rate shall not apply to the Minimum Purchase Quantity.

3.5 The Authority may read the Master Meters daily, monthly or a combination to determine the quantity of water and rates to be billed to the City.

3.6 The Authority will bill the City on a monthly basis under this Agreement.

3.7 The Authority will bill the City no later than the 1st day of each month. The City will pay the Authority the full amount of each and every bill by the 10th day of the month. Payments not made by the 10th day of the month shall be delinquent and shall be subject to an additional late charge equal to 10% of the original bill. If the City believes any bill to be materially inaccurate or incorrect, then the City shall give written notice to the Authority, prior to the due date of the bill, setting forth the basis for the belief that the bill is materially inaccurate or incorrect. The parties shall confer regarding the alleged material inaccuracy or incorrectness within 15 days of the Authority's receipt of said written notification. Within five days of said conference between the parties, the City shall pay either the previously submitted invoice or the amount shown on a revised invoice in an amount mutually agreed upon by the parties.

3.8 The parties agree that the rates and charges to be paid by the City for any and all services provided by the Authority pursuant to this Agreement constitute full, just, and reasonable compensation to the Authority for its services and use of its facilities.

SECTION 4 - CONTRACT TERM AND TERMINATION

4.1 This Agreement shall become effective at 12:01 a.m. on the 1st day of February 2025. Unless earlier terminated, this Agreement shall remain in effect for a term of five (5) years

from the date of this Agreement and thereafter shall be automatically renewed and extended for one additional five (5) year term, unless one party shall give the other party a minimum one (1) year written notice prior to the renewal of its intention not to renew the Agreement.

4.2 Either party shall have the right to terminate this Agreement as follows:

(a) For cause. Either party shall have the right to terminate this Agreement for cause, provided that the terminating party gives the other party at least sixty (60) days advance written notice of termination, setting forth the cause therefor.

(b) Without stating a cause. Either party shall have the right to terminate this Agreement without cause, provided that the terminating party gives the other party at least a one (1) year advance written notice of termination.

SECTION 5 - INDEPENDENCE OF ENTITIES

5.1 The Authority, by executing this Agreement, does not assume any obligations of the City or its designated agents, whether contractual, legal, or otherwise.

5.2 The City, by executing this Agreement, does not assume any obligations of the Authority or its designated agents, whether contractual, legal, or otherwise.

5.3 In no event, either pursuant to this Agreement or otherwise, shall the City or its agents acquire any interest whatsoever in the Authority's water system, assets, or any funds or accounts of the Authority, nor shall the City have any legal or equitable right to the continued supply of water by the Authority, other than as provided by this Agreement.

5.4 In no event, either pursuant to this Agreement or otherwise, shall the Authority or its agents acquire any interest whatsoever in the City's water system, assets, or any funds or accounts of the City, other than the right of payment for water and services, nor shall the Authority have any legal or equitable duty to supply water to the City, other than as provided by this Agreement.

5.5 The Authority shall have no responsibility whatsoever for the construction, reconstruction, repair, maintenance, operation, or replacement of the water facilities owned by the City or its designated agents or customers, including, but not limited to, all mains, services, connecting mains, meters (other than the Master Meters as provided herein), and other facilities.

5.6 The City shall have no responsibility whatsoever for the construction, reconstruction, repair, maintenance, operation, or replacement of the water facilities owned by the

Authority or its designated agents or customers, including, but not limited to, all mains, services, connecting mains, meters, and other facilities.

SECTION 6 - Indemnification

6.1 The City, to the extent authorized by law, agrees to release, defend, indemnify and hold harmless the Authority, its members, officers, employees, and agents (collectively, "Authority Representatives") from that portion of any claims, actions, suits, losses, harm, liability, damages, cost and expenses, including, but not limited to, reasonable attorneys' fees (collectively, "Claim") arising out of the negligent acts or omissions of City in connection with this Agreement and the construction or operation of the water system owned by City; provided, however, City does not release, defend, indemnify or hold harmless Authority Representatives from any Claim or portion thereof caused by or resulting from the negligence or wrongful act or omission of Authority Representatives. In the event of a Claim against the Authority by a third party, where negligence by City is concurrent and contributes to the cause of the Claim, then the Authority and City, to the extent insured, shall be responsible and liable in proportion to the degree of their own negligence. Nothing in this Agreement shall be construed to preclude either party from pursuing any remedy against a third party.

6.2 The Authority, to the extent authorized by law, hereby agrees to release, defend, indemnify and hold harmless City, its elected officials, agents and representatives (collectively, "City Representative") from that portion of any Claim arising out of the negligent acts or omissions of Authority in connection with this Agreement and the construction or operation of the water facilities owned by CCWA; provided; however, Authority does not release, defend, indemnify or hold harmless City Representatives from any Claim or portion thereof caused by or resulting from the negligence or wrongful act or omission of City Representatives. In the event of a Claim against City by a third party, where negligence by Authority is concurrent and contributes to the cause of the Claim, then the Authority and City, to the extent insured, shall be responsible and liable in proportion to the degree of their own negligence. Nothing in this Agreement shall be construed to preclude either party from pursuing any remedy against a third party. Nothing in this Agreement shall be construed to grant a third party any rights or remedies or to be a waiver of sovereign immunity.

SECTION 7 - DISPUTES AND DEFAULT

7.1 Prior to either party's rights to claim that the other has defaulted or otherwise breached any obligation or other provision of this Agreement, except the obligations of City to make payments as required under Section 3, the Parties shall first attempt to resolve the potential claim of default or breach in accordance with this Section. In the event either party claims the other is in material default or either party disputes the validity of any agreement or warranty or representation under this Agreement or the other's interpretation or performance of any provision under this Agreement, including the other's failure to perform (any one or all considered to be a "Dispute"), the disputing party shall notify in writing the other that a Dispute exists, specifying the nature and extent of the Dispute (the "Dispute Notice"). The Dispute Notice shall be delivered to the other party within twenty (20) days after the incident giving rise to the Dispute. The parties shall then make a good faith attempt to resolve the Dispute, and if necessary, shall retain a qualified mediator to moderate and mediate the issues involved. During such attempted Dispute resolution, the parties shall continue to proceed in good faith and diligently perform their respective obligations under this Agreement. In the event the Dispute is not resolved within sixty (60) days after the delivery of the Dispute Notice, the disputing party may then take legal action in law or equity subject to the restrictions and limitations imposed by this Agreement. The parties agree that the nature and subject matter of this Agreement are so unique that Authority and City shall also have available the remedies of specific performance, temporary restraining orders, injunction and other equitable remedies.

SECTION 8 - MISCELLANEOUS

8.1 The invalidity or unenforceability of any provisions of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid and unenforceable provisions were omitted; and to this end the terms and provisions of this Agreement are agreed to be severable.

8.2 This Agreement shall not be assignable by any party hereto without the prior written consent of the other party.

8.3 This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

8.4 This Agreement sets forth the entire agreement, and supersedes any and all prior agreements of the Parties with respect to the subject matter hereof. The provisions of this Agreement may only be amended, waived, modified or altered by mutual agreement, in writing, executed by both parties.

8.5 The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.

8.5 The section headings contained in this Agreement are for reference only and shall not affect the meaning or interpretation of this Agreement.

8.6 The parties acknowledge that they have both participated fully in the negotiation and preparation of this Agreement. In the event it should be determined that any provision of this Agreement is uncertain or ambiguous, the language in all parts of this Agreement shall be in all cases construed as a whole according to its fair meaning and not strictly construed for or against either party.

8.7 By execution of this Agreement, the parties mutually agree that the 2005 Agreement is superseded and shall survive only for the purpose and until such time as all services, payments, and obligations thereunder have been fully performed. Services, payments and obligations incurred on or after the effective date of this Agreement shall be solely incurred pursuant to this Agreement.

8.8 Except as otherwise provided in this paragraph, any notice, request, authorization, invoice, payment, direction or other communication as allowed or required under this Agreement shall be given in writing and be delivered in person or by first class United States certified mail, properly addressed, return receipt requested with the required postage prepaid, to the intended recipient as follows:

<u>As to the City</u>:

City of Villa Rica
Attn: City Manager
571 Bankhead Highway
Villa Rica, Georgia 30180

As to the Authority:

Carroll County Water Authority
Attn: Executive Director
556 Old Bremen Road
Carrollton, Georgia 30117

Either Party may change its address specified above by giving the other Party reasonable notice of such change in accordance with this paragraph. All notices, requests and authorization of directions or other communications by a Party shall be deemed delivered when mailed as provided in this paragraph or personally delivered to the other Party. Invoices and related payments may be sent by regular first class United States mail and are not subject to the requirement of being sent by certified mail. Invoices and payments may be sent to an address, different from the above, as may be specified upon thirty (30) days advance written notice from time to time by the receiving Party. Such Party shall provide notice of its desired mailing address for invoices or payments as appropriate if different from the above address.

8.9 This Agreement is subject to such rules, regulations, or laws as may be promulgated by any State or Federal Agency with jurisdiction or authority over its terms and shall be modified so as to comply with all applicable laws, regulations or rules of such agencies.

8.10 This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the parties, nor to impose any partnership obligations or liability on either party. Furthermore, neither party shall have any right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as, or be an agent or representative of, or to otherwise bind the other party.

8.11 Except as otherwise specifically provided in this Agreement, there are no third-party beneficiaries of this Agreement. Nothing contained in this Agreement is intended to confer any right or interest on anyone other than the parties, their respective successors, assigns and legal representatives, and the third-party beneficiaries, if any, specifically identified in this Agreement.

8.12 Each party shall take such action (including, but not limited to, the execution, acknowledgment and delivery of documents) as may reasonably be requested by the other party for the implementation or continuing performance of this Agreement.

8.13 The invalidity or unenforceability of any provisions of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such

invalid and unenforceable provisions were omitted; and to this end the terms and provisions of this Agreement are agreed to be severable.

8.14 This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Georgia, except to the extent such laws may be preempted by the law of the United States of America.

8.15 Capitalized terms shall have the meaning assigned them in this Agreement. All other words shall have their ordinary significance.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed this _____ day of _____, 2024.

Carroll County Water Authority

By: _____

Trey Wylie
Board Chairman

Attest:

_____

Teresa Adams
Board Secretary

(Affix Authority Seal)

City of Villa Rica, Georgia

By: _____

Leslie McPherson
Mayor

Attest:

_____

Theresa Campbell
City Clerk

(Affix City Seal)

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: 2024 Water System Improvements – Church Street
AGENDA DATE: October 8, 2024

DATE PREPARED: September 19, 2024
PREPARED BY: John Bain

AMOUNT: $ 491,047.00
GL ACCOUNT #: 505-4115-541400
FUNDING SOURCE: Water and Sewer
BUDGETED ITEM? Yes

PURPOSE: The installation of a 10" ductile iron water main along Church Street from North Avenue to North Carroll Road, South on North Carroll Road to Temple Street, and east on Temple Street to Stone Street.

BACKGROUND: Staff had previously been implementing a water system master plan of water system improvements in the north downtown area to improve flows and pressures in the area and allow for improved flows into the area. Water system improvements have been made on Stone Street, East Gordon Street, Old Stone Street and Dallas Highway. Future plans include the improvement of the water lines on North Avenue, Elm Circle, Anderson Road, and Cleghorn Street. This project is the improvements on Church Street, North Carroll Road, and Temple Street.

In addition to water system improvements, this project relocates the water main on Church Street so that future improvements on the storm water system can be made as the current water main is in conflict with those improvements.

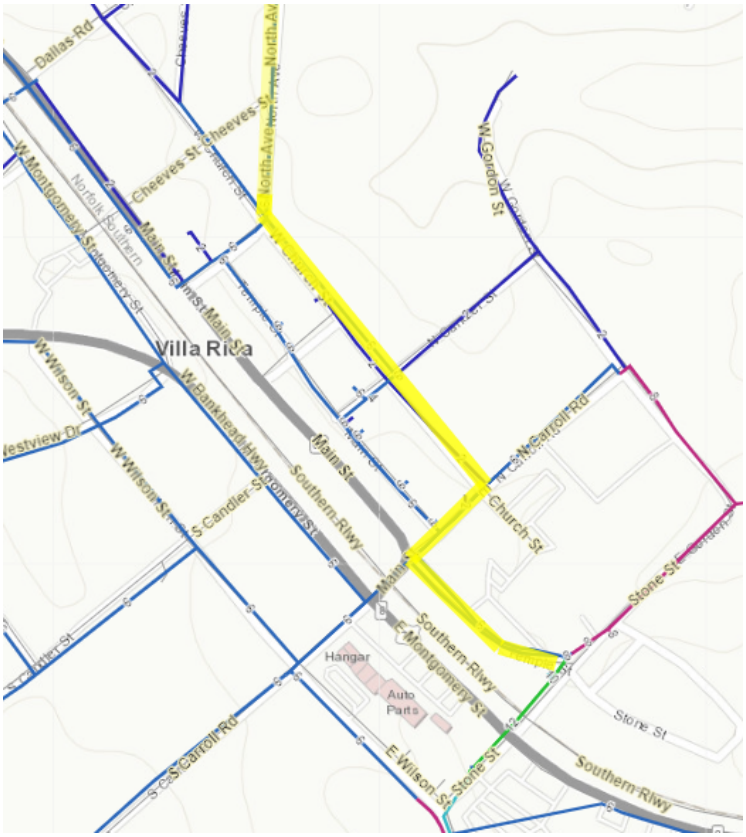
Carter & Sloope Engineering prepared and provided a bid package. Six bids were submitted, with HD Excavations being the apparent low bidder.

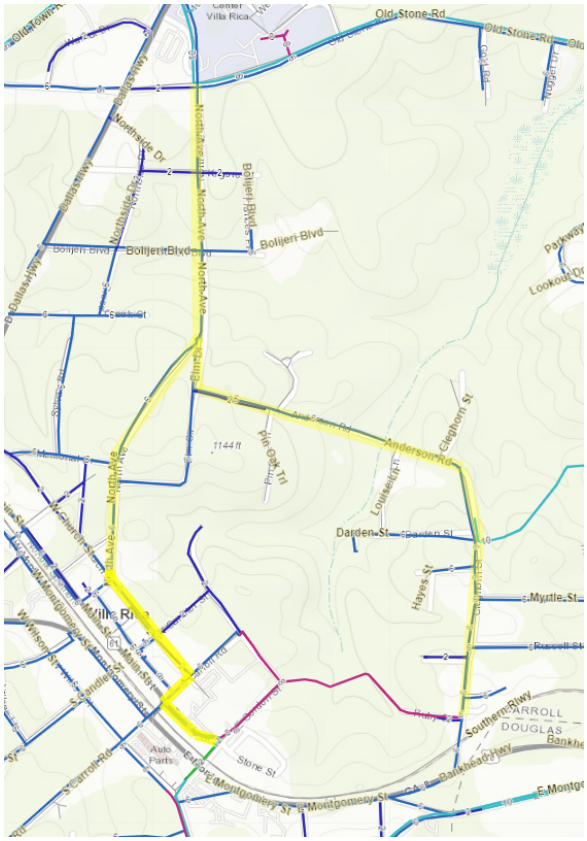
Contractor	Bid
HD Excavations & Utilities	$491,047.00
FS Scarbrough, LLC	$588,964.58
Summit Construction & Development, LLC	$635,512.71
RDJE, Inc	$660,014.00
Wade Coots Company, Inc	$739,941.00
Crawford Grading & Pipeline, Inc	$767,667.00

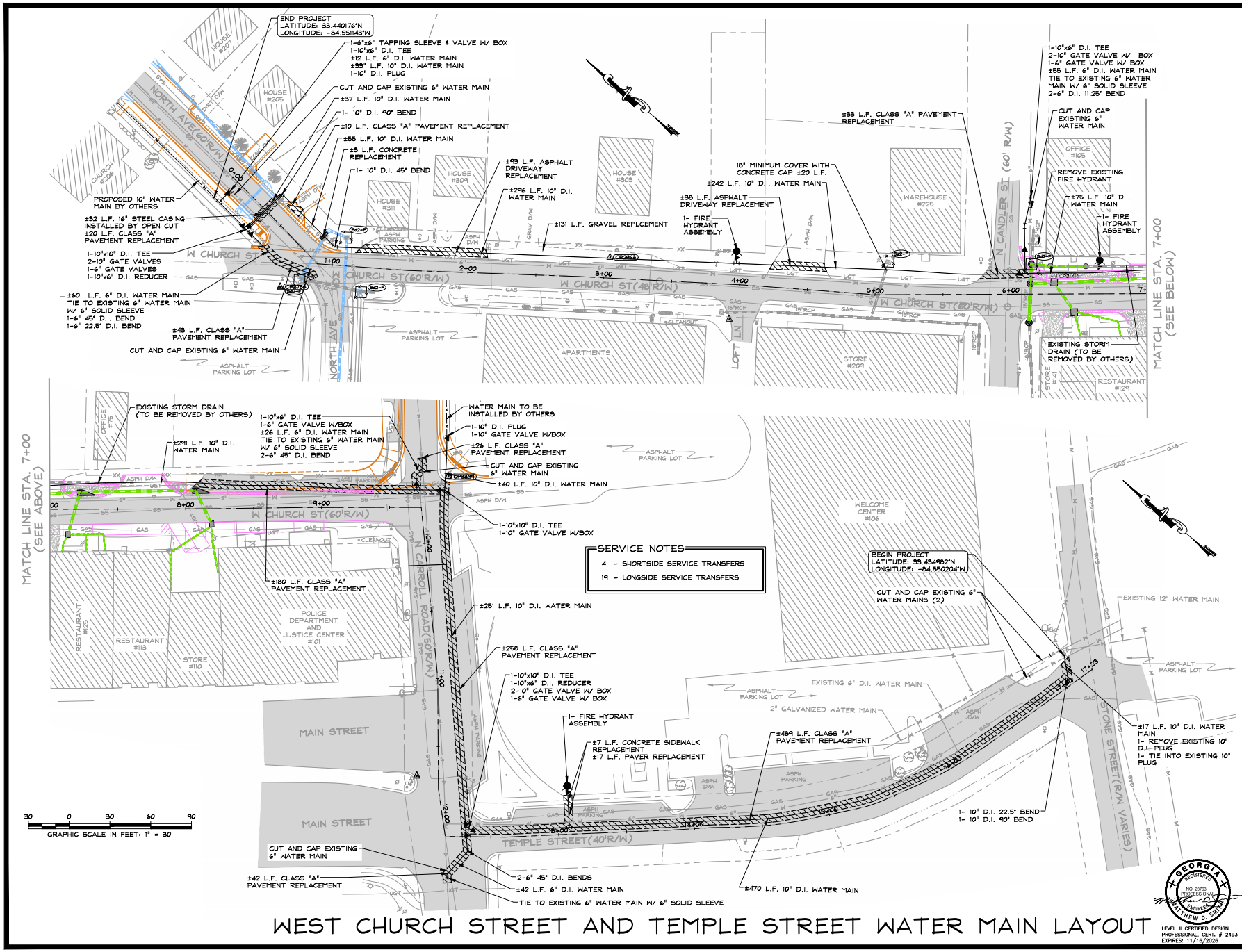
STAFF RECOMMENDATION: Staff recommends executing the notice of award with HD Excavations for the project, at a cost of $491,047.00.

IMPACT: This improvement continues the overall water system improvement plan and relocates the Church Street water line in preparation for future stormwater system improvements.

MOTION: I move to authorize the Mayor to execute the Notice of Award for the 2024 Water System Improvements – Church Street, in the amount of $491,047.00.







WEST CHURCH STREET AND TEMPLE STREET WATER MAIN LAYOUT

REVISIONS:

2024 WATER SYSTEM IMPROVEMENTS
FOR THE
CITY OF VILLA RICA
CARROLL COUNTY, GEORGIA

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Carter & Sloope
CONSULTING ENGINEERS
MACON ◆ ATHENS ◆ CANTON ◆ MOULTRIE
115 WOODLAND WAY, SUITE 120 . CANTON, GA 30114 . 770.479.8782 TEL . 770.479.1884 FAX
GA COA LICENSE# PEF001004 EXPIRES 6/30/2024

GEORGIA REGISTERED PROFESSIONAL ENGINEER NO. 28763 MATTHEW D. SMITH

LEVEL II CERTIFIED DESIGN PROFESSIONAL, CERT. # 2493
EXPIRES: 11/16/2026

THIS LINE IS ONE INCH LONG WHEN DRAWING IS PLOTTED FULL SCALE

DSGN: CS	DRWN: J.R.R.
DWG. NAME: V8150.005 MASTER Church St	
PROJ. NO.: V8150.005	
DATE: MAY 2024	SHEET NO.: 2 OF 6 SHEETS

BID TABULATION FOR ALL BIDS
RECEIVED AT WWW.QUESTCDN.COM
ON JULY 30, 2024 AT 10:00 AM

Project: 2024 Water System Improvements
C&S Project No.: V8150.027

Base Bid Items:

Item No	Description	Unit	Qty	HD Excavations & Utilities PO Box 489 Villa Rica, GA 30180		FS Scarbrough, LLC PO Box 2613 Peachtree City, GA 30269		RDJE, Inc. 679 Hwy 29 South - Suite A Newnan, GA 30263		Crawford Grading & Pipeline, Inc. 1505 Dunlap Road Luthersville, GA 30251		Summit Construction & Development, LLC 2108 Bentley Drive Stone Mountain, GA 30087		Wade Coots Company, Inc. 174 Duncan Circle Hiram, GA 30141	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A. West Church Street & Temple Street Water Main Replacement															
A1	Base Cost	CY	100	$ 45.00	$ 4,500.00	$ 45.00	$ 4,500.00	$ 45.00	$ 4,500.00	$ 45.00	$ 4,500.00	$ 45.00	$ 4,500.00	$ 45.00	$ 4,500.00
A2	Premium Cost	CY	100	$ 120.00	$ 12,000.00	$ 1.12	$ 112.00	$ 215.00	$ 21,500.00	$ 100.00	$ 10,000.00	$ 25.00	$ 2,500.00	$ 100.00	$ 10,000.00
A3	Silt Fence (Sd2-F)	LF	160	$ 3.65	$ 584.00	$ 3.37	$ 539.20	$ 5.00	$ 800.00	$ 6.00	$ 960.00	$ 2.80	$ 448.00	$ 5.00	$ 800.00
A4	Permanent Grassing Complete including seeding, mulching, hydro-seeding, fine grading, fertilizing & all necessary appurtenances to establish an acceptable stand of grass	LF	612	$ 12.00	$ 7,344.00	$ 2.81	$ 1,719.72	$ 8.50	$ 5,202.00	$ 3.00	$ 1,836.00	$ 7.50	$ 4,590.00	$ 8.00	$ 4,896.00
A5	10" DIP- Class 350 (Pipe Provided by City)	LF	1,807	$ 65.00	$ 117,455.00	$ 77.57	$ 140,168.99	$ 118.00	$ 213,226.00	$ 100.00	$ 180,700.00	$ 60.00	$ 108,420.00	$ 140.00	$ 252,980.00
A6	6" DIP- Class 350	LF	195	$ 75.00	$ 14,625.00	$ 108.83	$ 21,221.85	$ 168.00	$ 32,760.00	$ 140.00	$ 27,300.00	$ 120.00	$ 23,400.00	$ 120.00	$ 23,400.00
A7	10" Gate Valve w/Box	EA	8	$ 3,600.00	$ 28,800.00	$ 4,284.56	$ 34,276.48	$ 4,078.00	$ 32,624.00	$ 5,000.00	$ 40,000.00	$ 5,500.00	$ 44,000.00	$ 4,100.00	$ 32,800.00
A8	6" Gate Valve w/Box	EA	4	$ 1,850.00	$ 7,400.00	$ 2,211.61	$ 8,846.44	$ 2,104.00	$ 8,416.00	$ 2,000.00	$ 8,000.00	$ 4,000.00	$ 16,000.00	$ 2,000.00	$ 8,000.00
A9	16" Steel Casing by Open Cut (0.250 WT)	LF	32	$ 200.00	$ 6,400.00	$ 314.33	$ 10,058.56	$ 394.00	$ 12,608.00	$ 500.00	$ 16,000.00	$ 450.00	$ 14,400.00	$ 250.00	$ 8,000.00
A10	Fire Hydrant Assembly w/Valve	EA	3	$ 6,300.00	$ 18,900.00	$ 7,720.91	$ 23,162.73	$ 10,938.00	$ 32,814.00	$ 8,000.00	$ 24,000.00	$ 8,500.00	$ 25,500.00	$ 7,500.00	$ 22,500.00
A11	Remove Existing Fire Hydrant	EA	1	$ 500.00	$ 500.00	$ 1,296.96	$ 1,296.96	$ 1,722.00	$ 1,722.00	$ 1,000.00	$ 1,000.00	$ 2,250.00	$ 2,250.00	$ 500.00	$ 500.00
A12	DI Fittings (Domestic Only - Compact Weight including MJ, RJ)	LBS	1,450	$ 8.50	$ 12,325.00	$ 12.58	$ 18,241.00	$ 6.00	$ 8,700.00	$ 20.00	$ 29,000.00	$ 12.50	$ 18,125.00	$ 14.00	$ 20,300.00
A13	Megalugs for MJ Fittings (All Sizes)	EA	54	$ 165.00	$ 8,910.00	$ 127.42	$ 6,880.68	$ 137.00	$ 7,398.00	$ 200.00	$ 10,800.00	$ 150.00	$ 8,100.00	$ 200.00	$ 10,800.00
A14	Transfer 3/4" Water Service (Short Side)	EA	4	$ 1,250.00	$ 5,000.00	$ 2,004.12	$ 8,016.48	$ 775.00	$ 3,100.00	$ 2,000.00	$ 8,000.00	$ 1,800.00	$ 7,200.00	$ 1,800.00	$ 7,200.00
A15	Transfer 3/4" Water Service (Long Side)	EA	19	$ 2,000.00	$ 38,000.00	$ 3,041.69	$ 57,792.11	$ 895.00	$ 17,005.00	$ 3,000.00	$ 57,000.00	$ 2,400.00	$ 45,600.00	$ 2,000.00	$ 38,000.00
A16	3/4" Type K Copper Service Tubing	LF	730	$ 32.00	$ 23,360.00	$ 47.19	$ 34,448.70	$ 23.00	$ 16,790.00	$ 20.00	$ 14,600.00	$ 15.00	$ 10,950.00	$ 35.00	$ 25,550.00
A17	2" HDPE Service Casing- DR 11	LF	390	$ 7.00	$ 2,730.00	$ 17.63	$ 6,875.70	$ 48.00	$ 18,720.00	$ 20.00	$ 7,800.00	$ 12.50	$ 4,875.00	$ 45.00	$ 17,550.00
A18	10" x 6" Reducer	EA	2	$ 265.00	$ 530.00	$ 555.33	$ 1,110.66	$ 564.00	$ 1,128.00	$ 1,000.00	$ 2,000.00	$ 1,050.00	$ 2,100.00	$ 350.00	$ 700.00
A19	6" x 6" Tapping Sleeve & Valve w/Box	EA	1	$ 7,500.00	$ 7,500.00	$ 7,649.04	$ 7,649.04	$ 9,987.00	$ 9,987.00	$ 8,000.00	$ 8,000.00	$ 5,800.00	$ 5,800.00	$ 5,800.00	$ 5,800.00
A20	Cut-in & Tie to Existing 6" Water Main	EA	4	$ 5,300.00	$ 21,200.00	$ 5,187.82	$ 20,751.28	$ 4,396.00	$ 17,584.00	$ 5,000.00	$ 20,000.00	$ 950.00	$ 3,800.00	$ 2,800.00	$ 11,200.00
A21	Cut and Cap Existing 6" Water Main	EA	7	$ 650.00	$ 4,550.00	$ 1,945.43	$ 13,618.01	$ 2,107.00	$ 14,749.00	$ 2,000.00	$ 14,000.00	$ 950.00	$ 6,650.00	$ 2,800.00	$ 19,600.00
A22	Gravel Replacement	LF	131	$ 9.00	$ 1,179.00	$ 28.96	$ 3,793.76	$ 13.00	$ 1,703.00	$ 30.00	$ 3,930.00	$ 75.00	$ 9,825.00	$ 45.00	$ 5,895.00
A23	Class "A" Pavement Replacement	LF	1,101	$ 60.00	$ 66,060.00	$ 88.47	$ 97,405.47	$ 80.00	$ 88,080.00	$ 120.00	$ 132,120.00	$ 120.00	$ 132,120.00	$ 85.00	$ 93,585.00
A24	Asphalt Driveway Replacement	LF	131	$ 35.00	$ 4,585.00	$ 77.04	$ 10,092.24	$ 55.00	$ 7,205.00	$ 120.00	$ 15,720.00	$ 74.00	$ 9,694.00	$ 85.00	$ 11,135.00
A25	Concrete Replacement	LF	10	$ 55.00	$ 550.00	$ 70.79	$ 707.90	$ 71.00	$ 710.00	$ 200.00	$ 2,000.00	$ 140.00	$ 1,400.00	$ 150.00	$ 1,500.00
A26	Paver Replacement	LF	17	$ 180.00	$ 3,060.00	$ 69.66	$ 1,184.22	$ 286.00	$ 4,862.00	$ 200.00	$ 3,400.00	$ 140.00	$ 2,380.00	$ 250.00	$ 4,250.00
A27	Clearing & Grubbing	LS	1	$ 3,000.00	$ 3,000.00	$ 1,123.60	$ 1,123.60	$ 1,121.00	$ 1,121.00	$ 1.00	$ 1.00	$ 2,000.00	$ 2,000.00	$ 8,500.00	$ 8,500.00
A28	Traffic Control	LS	1	$ 20,000.00	$ 20,000.00	$ 3,370.80	$ 3,370.80	$ 25,000.00	$ 25,000.00	$ 75,000.00	$ 75,000.00	$ 68,885.71	$ 68,885.71	$ 40,000.00	$ 40,000.00
A29	Supplemental Work Additions (SWA)- If needed, as directed by Owner	LS	1	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
Total for West Church Street and Temple Street:				**$**	**491,047.00**	**$**	**588,964.58**	**$**	**660,014.00**	**$**	**767,667.00**	**$**	**635,512.71**	**$**	**739,941.00**
B. HD Williams Industrial Drive Water Main Replacement															
B1	Base Cost	CY	100	$ 45.00	$ 4,500.00	$ 45.00	$ 4,500.00	$ 45.00	$ 4,500.00	$ 45.00	$ 4,500.00	$ 45.00	$ 4,500.00	$ 45.00	$ 4,500.00
B2	Premium Cost	CY	100	$ 120.00	$ 12,000.00	$ 1.12	$ 112.00	$ 215.00	$ 21,500.00	$ 100.00	$ 10,000.00	$ 25.00	$ 2,500.00	$ 100.00	$ 10,000.00
B3	Silt Fence (Sd1-NS)	LF	625	$ 2.65	$ 1,656.25	$ 3.09	$ 1,931.25	$ 5.00	$ 3,125.00	$ 6.00	$ 3,750.00	$ 2.50	$ 1,562.50	$ 4.00	$ 2,500.00
B4	Silt Fence (Sd1-S)	LF	375	$ 4.15	$ 1,556.25	$ 3.37	$ 1,263.75	$ 6.00	$ 2,250.00	$ 6.00	$ 2,250.00	$ 2.80	$ 1,050.00	$ 5.00	$ 1,875.00
B5	RipRap	CY	3	$ 90.00	$ 270.00	$ 95.51	$ 286.53	$ 106.00	$ 318.00	$ 100.00	$ 300.00	$ 200.00	$ 600.00	$ 130.00	$ 390.00
B6	Permanent Grassing Complete including seeding, mulching, hydro-seeding, fine grading, fertilizing & all necessary appurtenances to establish an acceptable stand of grass	LF	1,517	$ 12.00	$ 18,204.00	$ 3.65	$ 5,537.05	$ 10.00	$ 15,170.00	$ 2.00	$ 3,034.00	$ 4.50	$ 6,826.50	$ 8.00	$ 12,136.00
B7	10" DIP- Class 350 (Pipe Provided by City)	LF	1,568	$ 35.00	$ 54,880.00	$ 61.36	$ 96,212.48	$ 39.00	$ 61,152.00	$ 45.00	$ 70,560.00	$ 65.00	$ 101,920.00	$ 115.00	$ 180,320.00
B8	Fire Hydrant Assembly w/Valve	EA	1	$ 6,300.00	$ 6,300.00	$ 7,331.82	$ 7,331.82	$ 10,937.00	$ 10,937.00	$ 8,000.00	$ 8,000.00	$ 9,500.00	$ 9,500.00	$ 7,500.00	$ 7,500.00
B9	DI Fittings (Domestic Only - Compact Weight including MJ, RJ)	LBS	425	$ 8.50	$ 3,612.50	$ 7.42	$ 3,153.50	$ 10.00	$ 4,250.00	$ 25.00	$ 10,625.00	$ 12.50	$ 5,312.50	$ 15.00	$ 6,375.00
B10	Megalugs for MJ Fittings	EA	10	$ 175.00	$ 1,750.00	$ 127.42	$ 1,274.20	$ 188.00	$ 1,880.00	$ 200.00	$ 2,000.00	$ 150.00	$ 1,500.00	$ 180.00	$ 1,800.00
B11	Freebore 10" Watermain	LF	24	$ 65.00	$ 1,560.00	$ 370.79	$ 8,898.96	$ 159.00	$ 3,816.00	$ 400.00	$ 9,600.00	$ 350.00	$ 8,400.00	$ 150.00	$ 3,600.00
B12	Concrete Replacement	LF	51	$ 55.00	$ 2,805.00	$ 87.64	$ 4,469.64	$ 217.00	$ 11,067.00	$ 300.00	$ 15,300.00	$ 150.00	$ 7,650.00	$ 100.00	$ 5,100.00
B13	Concrete Curb & Gutter Replacement	LF	12	$ 80.00	$ 960.00	$ 67.42	$ 809.04	$ 132.00	$ 1,584.00	$ 100.00	$ 1,200.00	$ 80.00	$ 960.00	$ 65.00	$ 780.00
B14	Concrete Flume Replacement	EA	1	$ 900.00	$ 900.00	$ 1,685.40	$ 1,685.40	$ 1,518.00	$ 1,518.00	$ 7,500.00	$ 7,500.00	$ 3,250.00	$ 3,250.00	$ 2,500.00	$ 2,500.00
B15	Clearing & Grubbing	LS	1	$ 2,500.00	$ 2,500.00	$ 7,865.20	$ 7,865.20	$ 1,121.00	$ 1,121.00	$ 1.00	$ 1.00	$ 6,500.00	$ 6,500.00	$ 10,000.00	$ 10,000.00
B16	Traffic Control	LS	1	$ 2,500.00	$ 2,500.00	$ 2,247.20	$ 2,247.20	$ 2,850.00	$ 2,850.00	$ 15,000.00	$ 15,000.00	$ 63,385.71	$ 63,385.71	$ 8,500.00	$ 8,500.00
B17	Supplemental Work Additions (SWA)- If needed, as directed by Owner	LS	1	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
Total for HD Williams Industrial Drive:				**$**	**140,954.00**	**$**	**172,578.02**	**$**	**172,038.00**	**$**	**188,620.00**	**$**	**250,417.21**	**$**	**282,876.00**

C. Maple Street Water Main Replacement																			
C1	Base Cost	CY	100	$ 45.00	$ 4,500.00	$ 45.00	$ 4,500.00	$ 45.00	$ 4,500.00	$ 45.00	$ 4,500.00	$ 45.00	$ 4,500.00	$ 45.00	$ 4,500.00	$ 45.00	$ 4,500.00
C2	Premium Cost	CY	100	$ 120.00	$ 12,000.00	$ 1.12	$ 112.00	$ 215.00	$ 21,500.00	$ 100.00	$ 10,000.00	$ 25.00	$ 2,500.00	$ 100.00	$ 10,000.00
C3	Silt Fence (Sd1-NS)	LF	330	$ 2.75	$ 907.50	$ 3.09	$ 1,019.70	$ 5.00	$ 1,650.00	$ 6.00	$ 1,980.00	$ 2.50	$ 825.00	$ 5.00	$ 1,650.00
C4	RipRap	CY	9	$ 90.00	$ 810.00	$ 95.51	$ 859.59	$ 105.00	$ 945.00	$ 75.00	$ 675.00	$ 250.00	$ 2,250.00	$ 150.00	$ 1,350.00
C5	Permanent Grassing Complete including seeding, mulching, hydro-seeding, fine grading, fertilizing & all necessary appurtenances to establish an acceptable stand of grass	LF	1,224	$ 12.00	$ 14,688.00	$ 3.37	$ 4,124.88	$ 6.00	$ 7,344.00	$ 2.00	$ 2,448.00	$ 3.50	$ 4,284.00	$ 8.00	$ 9,792.00
C6	8" DIP- Class 350	LF	1,268	$ 80.00	$ 101,440.00	$ 113.32	$ 143,689.76	$ 144.00	$ 182,592.00	$ 110.00	$ 139,480.00	$ 115.00	$ 145,820.00	$ 100.00	$ 126,800.00
C7	Fire Hydrant Assembly w/Valve	EA	2	$ 6,300.00	$ 12,600.00	$ 7,720.91	$ 15,441.82	$ 10,523.00	$ 21,046.00	$ 8,000.00	$ 16,000.00	$ 9,500.00	$ 19,000.00	$ 7,500.00	$ 15,000.00
C8	DI Fittings (Domestic Only - Compact Weight including MJ, RJ)	LBS	100	$ 8.50	$ 850.00	$ 7.42	$ 742.00	$ 9.00	$ 900.00	$ 25.00	$ 2,500.00	$ 12.50	$ 1,250.00	$ 15.00	$ 1,500.00
C9	Megalugs for MJ Fittings (All Sizes)	EA	4	$ 165.00	$ 660.00	$ 127.42	$ 509.68	$ 191.00	$ 764.00	$ 200.00	$ 800.00	$ 120.00	$ 480.00	$ 180.00	$ 720.00
C10	Transfer 3/4" Water Service (Short Side)	EA	7	$ 1,250.00	$ 8,750.00	$ 1,744.73	$ 12,213.11	$ 775.00	$ 5,425.00	$ 2,000.00	$ 14,000.00	$ 1,250.00	$ 8,750.00	$ 1,800.00	$ 12,600.00
C11	Transfer 3/4" Water Service (Long Side)	EA	8	$ 1,800.00	$ 14,400.00	$ 2,393.21	$ 19,145.68	$ 895.00	$ 7,160.00	$ 3,000.00	$ 24,000.00	$ 1,950.00	$ 15,600.00	$ 2,000.00	$ 16,000.00
C12	3/4" Type K Copper Service Tubing	LF	400	$ 35.00	$ 14,000.00	$ 47.19	$ 18,876.00	$ 23.00	$ 9,200.00	$ 20.00	$ 8,000.00	$ 15.00	$ 6,000.00	$ 35.00	$ 14,000.00
C13	2" HDPE Service Casing- DR 11	LF	200	$ 5.00	$ 1,000.00	$ 17.63	$ 3,526.00	$ 42.00	$ 8,400.00	$ 20.00	$ 4,000.00	$ 15.00	$ 3,000.00	$ 45.00	$ 9,000.00
C14	Freebore	LF	97	$ 65.00	$ 6,305.00	$ 370.79	$ 35,966.63	$ 137.00	$ 13,289.00	$ 250.00	$ 24,250.00	$ 250.00	$ 24,250.00	$ 150.00	$ 14,550.00
C15	8" x 8" Tapping Sleeve & Valve w/Box	EA	1	$ 10,500.00	$ 10,500.00	$ 10,363.35	$ 10,363.35	$ 12,795.00	$ 12,795.00	$ 10,000.00	$ 10,000.00	$ 8,500.00	$ 8,500.00	$ 6,900.00	$ 6,900.00
C16	6" x 6" Tapping Sleeve & Valve w/Box	EA	1	$ 7,500.00	$ 7,500.00	$ 8,945.99	$ 8,945.99	$ 11,588.00	$ 11,588.00	$ 9,500.00	$ 9,500.00	$ 6,500.00	$ 6,500.00	$ 5,800.00	$ 5,800.00
C17	Cut and Cap Existing 2" Water Main	EA	2	$ 650.00	$ 1,300.00	$ 1,556.35	$ 3,112.70	$ 1,919.00	$ 3,838.00	$ 1,000.00	$ 2,000.00	$ 850.00	$ 1,700.00	$ 2,800.00	$ 5,600.00
C18	Gravel Replacement	LF	30	$ 9.00	$ 270.00	$ 28.97	$ 869.10	$ 14.00	$ 420.00	$ 30.00	$ 900.00	$ 80.00	$ 2,400.00	$ 65.00	$ 1,950.00
C19	Class "A" Pavement Replacement	LF	10	$ 75.00	$ 750.00	$ 63.37	$ 633.70	$ 115.00	$ 1,150.00	$ 400.00	$ 4,000.00	$ 150.00	$ 1,500.00	$ 95.00	$ 950.00
C20	Concrete Replacement	LF	4	$ 100.00	$ 400.00	$ 87.64	$ 350.56	$ 476.00	$ 1,904.00	$ 100.00	$ 400.00	$ 140.00	$ 560.00	$ 125.00	$ 500.00
C21	Remove & Replace Fence	LF	6	$ 75.00	$ 450.00	$ 112.36	$ 674.16	$ 449.00	$ 2,694.00	$ 100.00	$ 600.00	$ 120.00	$ 720.00	$ 55.00	$ 330.00
C22	Remove & Replace 18" CMP	LF	6	$ 125.00	$ 750.00	$ 224.72	$ 1,348.32	$ 336.00	$ 2,016.00	$ 200.00	$ 1,200.00	$ 150.00	$ 900.00	$ 150.00	$ 900.00
C23	Clearing & Grubbing	LS	1	$ 2,000.00	$ 2,000.00	$ 561.80	$ 561.80	$ 11,713.00	$ 11,713.00	$ 1.00	$ 1.00	$ 54,000.00	$ 54,000.00	$ 10,000.00	$ 10,000.00
C24	Traffic Control	LS	1	$ 2,000.00	$ 2,000.00	$ 3,370.80	$ 3,370.80	$ 6,644.00	$ 6,644.00	$ 20,000.00	$ 20,000.00	$ 63,385.71	$ 63,385.71	$ 26,000.00	$ 26,000.00
C25	Supplemental Work Additions (SWA)- If needed, as directed by Owner	LS	1	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
Total for Maple Street:				**$**	**243,830.50**	**$**	**315,957.33**	**$**	**364,477.00**	**$**	**326,234.00**	**$**	**403,674.71**	**$**	**321,392.00**
TOTAL BASE BID:				**$**	**875,831.50**	**$**	**1,077,499.93**	**$**	**1,196,529.00**	**$**	**1,282,521.00**	**$**	**1,289,604.63**	**$**	**1,344,209.00**

I hereby certify that this Bid Tabulation is a true and accurate representation of all proposals received on July 30, 2024 at 10:00 AM.

Matt Smith, PE

NOTICE OF AWARD

PROJECT DESCRIPTION:

2024 Water System Improvements

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated July 30, 2024, and Instructions to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of

Four Hundred Ninety-One Thousand, Forty-Seven and no/100 Dollars (**$491,047.00**).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance BOND, Payment BOND and Certificates of Insurance with fifteen (15) calendar days from the date of the Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fifteen (15) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE of AWARD to the OWNER.

Dated this _____ day of _____, 20___.

City of Villa Rica

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by **HD Excavations & Utilities** this ____ day of _____, 20____.

By: _____

Title: _____

Carter & Sloope
CONSULTING ENGINEERS

October 1, 2024

Jeff Reese
City Manager
571 W. Bankhead Hwy.
Villa Rica, GA 30180

SUBJECT: Villa Rica, Georgia
2024 Water System Improvements
C&S Project No.: V8150.027

Dear Jeff:

Please find enclosed four (4) copies of the Agreement for the above subject project. Please execute where indicated (do not date) all four copies of the Agreement and return all four copies to our office at your earliest convenience. A complete set of fully executed contract documents will be returned to you once all signatures have been obtained.

Sincerely,

CARTER & SLOOPE, INC.

Matt Smith, PE

Encl: Agreement – 4 copies

Cc: File (w/ 1 copy)

120 Woodland Way ◆ Suite 120 ◆ Canton, Georgia 30115 ◆ 770.479.8782 tel ◆ 770.479.1884 fax

AGREEMENT

This AGREEMENT is dated as of the ____ day of _____ in the year 20___, by and between the **2024 Water System Improvements** (hereinafter called OWNER) and **HD Excavations & Utilities** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

PART 1. WORK

1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

2024 Water System Improvements

1.2 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

2024 Water System Improvements

PART 2. ENGINEER

2.1 The Project has been designed by CARTER & SLOOPE, INC. who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

PART 3. CONTRACT TIME

3.1. CONTRACTOR agrees to commence Work under this Agreement on or before a date to be specified on a written "Notice to Proceed" of the OWNER and to fully complete the Work within **120 consecutive calendar days** from the "Notice to Proceed" date.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **$500** for each day that

expires after the time specified in Paragraph 3.1.

PART 4. CONTRACT PRICE

4.1. Unit Price Work

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds of the amounts determined for all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the CONTRACTOR'S UNIT PRICE BID (attached hereto as an exhibit), said amount being:

Four Hundred Ninety-One Thousand, Forty-Seven and no/100 Dollars **($491,047.00).**

As provided in Paragraph 11.9.1 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in Paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.9.2 of the General Conditions.

PART 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during performance of the Work as provided in Paragraphs 5.1.1.1, 5.1.1.2, and 5.2 below. All such payments will be measured by the schedule of values established in Paragraph 2.6 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) as provided in the General Requirements.

5.1.1 For Cost of Work: Progress payments on account of the Cost of the Work will be made:

5.1.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 14 of the General Conditions.

90% of the Work completed (with the balance being retainage). If Work has

been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

90% of the Cost of the Work (with the balance being retainage) applicable to materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Paragraph 14.2 of the General Conditions).

5.1.1.2 Upon Substantial Completion, in an amount sufficient to increase the total payments to CONTRACTOR to 95% of the Cost of the Work, (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Paragraph 14.7 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.13.

PART 6. INTEREST

6.1 All monies not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

PART 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in Paragraph 4.2 of the General Conditions, and accepts the determination set forth in Paragraph 6 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance of Paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.3 of the General Conditions.

7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

PART 8. CONTRACT DOCUMENTS

8.1 This Agreement

8.2 Exhibits to this Agreement

8.3 Performance and other Bonds

8.4 Notice of Award

8.5 General Conditions

8.6 Supplementary Conditions

8.7 Specifications bearing the title **2024 Water System Improvements** and consisting of **1** division and all sections listed in table of contents thereof.

8.8 Drawings, consisting of a cover sheet and sheets numbered **1** through **6**, inclusive with each sheet bearing the following general title: **2024 Water System Improvements**

8.9 Addenda numbers **1** to **3**, inclusive.

8.10 CONTRACTOR's Bid

8.11 Documentation submitted by CONTRACTOR prior to Notice of Award.

8.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraphs 3.4 and 3.5 of the General Conditions.

8.13 The documents listed in Paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Paragraphs 3.4 and 3.5 of the General Conditions.

PART 9. ALTERNATIVE DISPUTE RESOLUTION

Notwithstanding the provisions contained in Article 16 of the General Conditions (Section 00700), the Contractor and the Owner specifically agree to the following processes and procedures for resolution of disputes arising pursuant to this Agreement:

9.1 Negotiation. The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by prompt negotiations between representatives of the parties who have authority to settle the controversy, subject to ratification by the governing authority of the Owner.

9.1.1 Notice & Response. The disputing party shall give the other party written notice of the dispute. Within ten (10) days after receipt of said notice, the receiving party shall submit to the other a written response.

9.1.2 Content of Position Papers. The notice and response shall include (a) a statement of each party's position, a summary of the evidence and arguments supporting its position and (b) the name and title of the individual(s) ("Representative(s)") who will represent that party.

9.1.3 Meeting. The Representatives of the parties shall meet at a mutually-acceptable time and place within twenty (20) days of the date of the disputing party's notice and, after that, as often as they reasonably deem necessary to exchange relevant

information and to attempt to resolve the dispute.

9.1.4 Impasse. If the matter is not resolved within forty-five (45) days of the disputing party's notice, or if the party receiving said notice will not meet within twenty (20) days, either party may initiate mediation of the controversy or claim according to the terms provided below.

9.2 Mediation. In the event any controversy arising under this agreement is not resolved by informal negotiations as provided above, the case may be referred by either party to the nearest office of Henning Mediation for mediation, that is, an informal, non-binding conference or conferences between the parties in which a mediator will seek to guide the parties to a resolution of the case.

9.2.1. Choice of Mediator. The parties are free to select promptly any mutually-acceptable mediator experienced in governmental construction law from the list at Henning Mediation. If the parties cannot agree or have no particular choice of mediator and simply request that Henning Mediation assign one to the case, then a list of the resumes of available mediators, numbering one more than there are parties, will be sent to the parties, each of whom may strike one name leaving the remaining name as the mediator. If more than one name remains, the designated mediator shall be selected by Henning Mediation from the remaining names.

9.2.2. Sessions. After the mediator has been selected, the parties shall promptly agree upon a date and time for the initial conference with the mediator, but no later than thirty (30) days after the date the mediator was selected. The parties understand and agree that, besides counsel, a representative from each side with full settlement authority (subject to ratification by the governing authority of the County) will be present at all mediation conferences unless excused by the mediator. In addition, each party may bring additional persons as needed to respond to questions, contribute information and participate in the negotiation. The number of additional persons may be agreed upon in advance with the assistance and advice of the mediator.

9.2.3. Discovery. In the event any party has substantial need for information in the possession of another party to prepare for the mediation conference(s), the parties shall attempt in good faith to agree upon procedures for the expeditious exchange of information, with the help of the mediator, if required.

9.2.4. Briefs. No later than seven (7) days before the first scheduled mediation session, each party shall deliver a concise written summary of its position together with any appropriate documents, views, and a proposed solution to the matters in controversy to the mediator and shall also serve a copy on all other parties.

9.2.5. Fees & Costs. The fees and costs shall conform to the then current fee schedule of Henning Mediation and, in the absence of an agreement to the contrary, will be borne equally by all parties.

9.2.6. Confidentiality of Proceedings. The mediation process is to be considered settlement or compromise negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. The entire procedure is confidential, and no stenographic or other record shall be made except to memorialize a settlement record. All conduct, statements, promises, offers, views, and opinions, oral or written, made during the mediation by any party or a party's agent, employee, or attorney are confidential and, where appropriate, are to be considered work product and privileged. Such conduct, statements, promises, offers, views, and opinions shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties. Provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission in evidence simply as a result of its having been used in connection with this settlement process.

9.2.7. Termination. The mediation process shall continue until the case is resolved or the mediator makes a finding that there is no possibility of settlement through mediation or until either party by written notice to the other announces its decision not to continue further. In any event, the mediation is non-binding on the parties.

PART 10. MISCELLANEOUS

10.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

10.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

10.4 Complete Agreement. This Agreement, including the Contract Documents, contains all of the understandings and agreements of whatsoever kind and nature existing between the parties hereto with respect to the subject matter contained herein.

10.5 Governing Law. This Agreement shall be governed by and construed under the laws of the

State of Georgia.

10.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

10.7 Any provision or part of the Contract documents held to be invalid or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.8 Notice. All notices requests, demands and other communications hereunder shall be in writing and shall be deemed received, and shall be effective when personally delivered or on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested or upon actual delivery when sent *via* national overnight commercial carrier to the parties at the addresses given below, unless a substitute address shall first be furnished to the other parties by written notice in accordance herewith:

NOTICE TO OWNER shall be sent to:
Jeff Reese
City Manager
571 W. Bankhead Hwy.
Villa Rica, GA 30180

NOTICE TO CONTRACTOR shall be sent to:
HD Excavations & Utilities
516 Cole Creek Rd.
Dallas, GA 30157

10.9 Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the Owner's sovereign immunity or any individual's qualified good faith or official immunities.

10.10 Force Majeure. Neither the Owner nor the Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Engineer; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility,

embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts and all other obligations shall remain intact.

10.11 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

PART 11. OTHER PROVISIONS

IN WITNESS WHEREOF. OWNER and CONTRACTOR have signed this Agreement in **four (4)** counterparts. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 20___.

OWNER: City of Villa Rica

By _____

CORPORATE SEAL

Attest _____

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement)

CONTRACTOR: HD Excavations & Utilities

BY _____

CORPORATE SEAL Wesley Dickinson, Owner/Member

HD EXCAVATIONS & UTILITIES, LLC CORPORATE SEAL 2010 GEORGIA

Attest _____

Juvanna W Escher

License No. UC302576

JUVANNA W ESCHER COMMISSION EXPIRES NOTARY PUBLIC DECEMBER 20, 2025 DOUGLAS COUNTY, GEORGIA

Agent for service of process: na

(If CONTRACTOR is a corporation, attach evidence of authority to sign)

END OF SECTION

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Engineering, design and surveying of the West Industrial Court Culvert Replacement

AGENDA DATE: October 8, 2024

DATE PREPARED: September 17, 2024
PREPARED BY: Diana DeSanto

AMOUNT: $20,900
GL ACCOUNT #: 560-4320-54-1420
FUNDING SOURCE: Storm Water Fund
BUDGETED ITEM? Yes
PUBLIC HEARING: N/A

PURPOSE: The purpose of this agenda is to obtain ratification of a proposal by Georgia & West, Inc. for surveying, engineering, bid document preparation and construction administration for the West Industrial Court Culvert replacement project.

BACKGROUND: Georgia and West performed a field-run topographic survey of the site, as well as identified underground utility locations with depth approximations. Georgia and West also prepared construction documents for the proposed culvert replacement. The engineering procured also includes a document package. The construction documents include a site demolition plan, paving plan, storm drainage plan, erosion control plan and details as well as construction details.

Also included with this proposal, is bid assistance and construction administration Georgia and West will review bid documents and scope of work prepared by the city, attend a pre-bid meeting, respond to bidder questions and review the bids received. Once a contractor for the culvert replacement is selected, Georgia and West will review submittals, attend pre-construction meeting, conduct two site visits, review the payment applications and complete the final inspection with punchlist.

STAFF RECOMMENDATION: Staff recommends the ratification of this proposal from Georgia & West for surveying, design and engineering of the West Industrial Court Culvert Replacement

IMPACT: N/A

MOTION: I move to approve the proposal from Georgia & West for surveying, engineering, bid document preparation and construction administration for the West Industrial Court Culvert Replacement project.

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

June 26, 2024

Bobby Elliott
City of Villa Rica
571 W. Highway 78
Villa Rica, GA 30180

RE: WEST INDUSTRIAL COURT CULVERT REPLACEMENT

Dear Sir:

Enclosed find the requested proposal for engineering and surveying services for the above-referenced project. I appreciate the opportunity to provide this quote.

Sincerely,

John D. Bass, P.E.
President

Enclosure

105 Corporate Drive, Carrollton, Georgia 30117 • Phone 770-834-4694 • Fax 770-834-1005 • Email: mailbox@georgiaandwest.com

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

June 26, 2024

Bobby Elliott
City of Villa Rica
571 W. Highway 78
Villa Rica, GA 30180

RE: WEST INDUSTRIAL COURT CULVERT REPLACEMENT

Dear Sir:

Georgia and West, Inc. is pleased to submit this proposal for services, which consists of civil engineering and surveying services to design a new culvert to replace the existing failing culvert on West Industrial Court in Villa Rica, GA (see attached exhibit showing location).

We propose to provide the services in this contract per the fees shown on the "Proposal Acceptance Sheet":

Our firm will provide services in accordance with the following:

SURVEYING

Georgia and West, Inc will perform a field-run topographic survey of the site. Underground utility locations with depth approximations identified by a private utility locate company will be included in the survey. A fee for the private utility location service is included in this proposal. Georgia and West, Inc. will not be liable for utilities shown or not shown. This service is being provided for the convenience of the client in an effort to assist with planning efforts.

Boundary, topography, and utility surveys are to be in accordance with Georgia Plat Laws and the "Terms and Conditions" of this contract.

CONSTRUCTION DOCUMENTS

We will prepare Construction Documents of the proposed culvert replacement. The document package will include the following:

A. Site Demolition Plan;
B. Paving Plan;
C. Storm Drainage Plan & Profile;
D. Erosion Control Plan and Details;
E. Construction Details.

NPDES PERMITTING

It is understood that this project plans to disturb less than one (1) acre. Therefore, NPDES permitting is excluded.

BID ASSISTANCE

The following services are included during the bid process.

A. Review bid documents and scope prepared by City;
B. Attend Pre-Bid Meeting;
C. Respond to bidder questions;
D. Review bids received.

CONSTRUCTION ADMINISTRATION

The following services are included during the Construction period:

A. Submittal Review;
B. Coordination with other team members;
C. Resolution of Discrepancies;
D. Interpretations and Information Transmissions;
E. Attend Pre-Construction Meeting;
F. 2 Site Visits During Construction;
G Review Payment Applications;
H. Final Inspection with Punchlist.

105 Corporate Drive, Carrollton, Georgia 30117 • Phone 770-834-4694 • Fax 770-834-1005 • Email: mailbox@georgiaandwest.com

REIMBURSABLES

The direct cost of reproductions will be billed in addition to the fees quoted and includes an administrative fee A budget of 5% of fees is suggested.

EXCLUSIONS

The following services are not included in the base fee. Several of these services can be provided upon request on an hourly basis as shown on the "Proposal Acceptance Sheet":

1. Subsurface Investigation/Geotechnical Engineering;
2. Utility design;
3. Landscape design; Tree Protection design and inventory;
4. Retaining wall design;
5. Research to determine the exact location of existing utilities;
6. Revisions to the plans during construction due to unforeseen conditions;
7. As-built drawings and certifications;
8. Legal descriptions;
9. Construction supervision/management;
10. Construction staking;
11. Variance consultation, including stream buffers;
12. Stream/Wetland Delineations, Permits for Stream/Wetland impacts, including Nationwide Permits, Individual Permits and Mitigation Plans;
13. Environmental assessment;
14. Traffic Control Plan;
15. Stormwater Monitoring and Erosion Control Inspections during construction;
16. Preliminary and/or Final Platting with Local Jurisdiction;
17. Recording of deeds and/or plats with local Clerk of Court;
18. NPDES Permitting;
19. Revisions or updates to erosion, sediment, and pollution control plans during construction.

ADDITIONAL SERVICES

Any services not addressed in this proposal and specifically requested by you will be provided on an hourly basis according to the attached rate schedule.

TERMS AND CONDITIONS

1. STANDARD OF CARE

Client recognizes that subsurface conditions, (including physical, environmental, ecological and construction conditions) may vary from those observed at specific locations where borings, surveys, or explorations are made, and that such conditions may change with time. Data interpretations and recommendations by Georgia and West, Inc. will be based solely on information available to Georgia and West, Inc. Georgia and West, Inc. is responsible for those data, interpretations and recommendations but will not be responsible for other parties' interpretation or use of the data.

This agreement contemplates that Georgia and West, Inc. may be providing civil engineering and surveying services. Services performed by Georgia and West, Inc. under this agreement are expected by Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the specific discipline involved practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty, expressed or implied, made in connection with any Services provided by Georgia and West, Inc. under this Agreement.

2. RISK ALLOCATION

Many risks potentially affect Georgia and West, Inc. by virtue of entering into this Agreement to perform professional services on behalf of Client. The principal risk is the potential for human error by Georgia and West, Inc. For Client to obtain the benefit of a fee which includes a nominal allowance for dealing with Georgia and West, Inc. liability Client agrees to limit Georgia and West, Inc.'s liability to Client and to all other parties for claims arising out of Georgia and West, Inc.'s performance of the Services described in this Agreement. The aggregate liability of Georgia and West, Inc. will not exceed $25,000.00 or the amount of Georgia and West, Inc.'s fee, whichever is greater, for negligent professional acts, errors or omissions. The limit of professional liability can be increased to a maximum of $1,000,000.00 upon Client's written request made prior to the performance of Georgia and West, Inc. services under this agreement provided that Client agrees to pay an additional 10 percent of the total liability requested to the understood prior to commencement of work. The additional charge is because of the greater risk assumed and is not a charge for additional professional liability insurance. Client agrees to indemnify and hold harmless Georgia and West, Inc. from and against all liabilities, including liability to any third parties, in excess of the monetary limits established above.

Limitations on liability and indemnifications in this Agreement are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that Client will not seek damages in excess of the limitations indirectly through suits with other parties who may join Georgia and West, Inc. as a third-party defendant. Parties mean Client and Georgia and West, Inc. and their offices, employees, agents, affiliates, and subcontractors.

Both Client and Georgia and West, Inc. agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this Agreement.

3. DISPUTE RESOLUTION COSTS

Should disputes arise between the Parties and should either party resort to dispute resolution procedures, including but not limited to litigation, arbitration, or an alternative dispute resolution method, the nonprevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs in addition to whatever judgment or settlement sums may be due. Such costs shall include reasonable attorney's fees, court costs, consultant fees, expert witness fees, and other documented expenses as well as the value of time spent by the prevailing party and its employees to research the issues, discuss the matter with attorneys, etc. Insofar as Georgia and West, Inc. is concerned, the value of time spent shall be based upon Georgia and West, Inc. prevailing fee schedule.

4. SITE ACCESS AND SITE CONDITIONS

Client will grant or obtain free access to the site for all equipment and personnel necessary for Georgia and West, Inc. to perform the work set forth in this Agreement. Client will notify any and all tenants or possessors of the project site that Client has granted Georgia and West, Inc. free access to the site. Georgia and West, Inc. will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

Client is responsible for accurately providing the locations of all subterranean structures and utilities and wetland sensitive areas. Georgia and West, Inc. will take reasonable precautions to avoid known subterranean structures and wetland sensitive areas. Client waves any claim against Georgia and West, Inc., and agrees to defend, indemnify, and hold Georgia and West, Inc. harmless from any claim or liability for injury or loss, including all reasonable attorneys fees and costs of defense, arising from damage done to subterranean structures and utilities, and, unless Georgia and West, Inc. has been contracted to delineate wetland areas on the site, to wetland sensitive areas not identified or accurately located. In addition, Client agrees to compensate Georgia and West, Inc. for any time spent or expenses incurred in defense of any such claim, with compensation to be based upon Georgia and West, Inc 's prevailing fee schedule and expense reimbursement policy

5. SAFETY

Should Georgia and West, Inc. provide observations or monitoring services at the job site during construction or other field activities as set forth in the Proposal, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of work, and with compliance with all OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractors procedures conducted by Georgia and West, Inc. does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

6. MONITORING

In the event that Georgia and West, Inc. is retained by Client to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal, Georgia and West, Inc. will report its observations and professional opinions directly to Client. No action by Georgia and West, Inc. or Georgia and West, Inc.'s site representative can be construed as altering any Agreement between Client and others. Georgia and West, Inc. will report to Client any observed conditions or events related to the Scope of Work set forth in Georgia and West, Inc. Proposal. The Georgia and West, Inc. representative has no right to reject or stop work of any contractor or agent of the Client. Such rights are reserved solely with the Client. Furthermore, Georgia and West, Inc.'s presence on site does not in any way guarantee the completion or quality of the performance or the work performed by any party retained by Client to provide field or construction-related services.

Georgia and West, Inc. will not be responsible for and will not have control or charge of the means, methods, techniques, sequences, or procedures of construction or other field activities selected by any independent contractor or agent of the Client.

7. SAMPLING OR TEST LOCATION

Unless otherwise stated, the fees in Georgia and West, Inc.'s proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests or boring locations described in a report or shown on sketches are base upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths, or elevations should be considered as approximations unless otherwise stated. If the Client specifies the test or boring location, Georgia and West, Inc. reserves the right to deviate a reasonable distance from the location specified.

8. ENVIRONMENTAL

It is the Property Owner's/Client's responsibility to comply with all environmental impact issues and to obtain all necessary permits from the appropriate governing authorities.

A. Discovery of Unanticipated Hazardous Materials

Client represents that Client has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that Client has informed Georgia and West, Inc. of Client's findings relative to the possible presence of such materials. Client agrees to hold Georgia and West, Inc. harmless for the identification of hazardous materials on or near the project site. Further, client holds Georgia and West, Inc. harmless for any means and costs to remediate, quarantine, or any other operation required to manage any hazardous materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Georgia and West, Inc. and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of Georgia and West, Inc. services. Georgia and West, Inc. and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Georgia and West, Inc. to take immediate measures to protect health and safety. Client agrees to compensate Georgia and West, Inc. for any equipment, decontamination, or other costs incidental to the discovery of unanticipated hazardous materials.

Georgia and West, Inc. agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Georgia and West, Inc. harmless for any and all consequences of disclosures made by Georgia and West, Inc. which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the Agreement, Client waives any claim against Georgia and West, Inc. and, to the maximum extent permitted by law, agrees to defend, indemnify, and save Georgia and West, Inc. harmless from any claim, liability, and/or defense costs for injury or loss arising from Georgia and West, Inc.'s discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value

B. Endangered Species

It is the Property Owner's/Client's responsibility to determine the presence of any endangered species on or near the project site. Further, the Property Owner/Client shall be responsible for notifying U.S. Fish and Wildlife Service of the proposed activity and to procure any necessary permits for the proposed activity.

C. State Waters and Waters of the United States (Streams/Wetlands)

It is the Property Owner's/Client's responsibility to determine the presence of any state waters and/or waters of the United States and have those features delineated on the project site prior to the commencement of work by Georgia and West, Inc. and/or any subcontractors, unless said delineation is included in the Proposal. Further, the Property Owner/Client shall be responsible for notifying all appropriate government entities of the proposed activity and shall comply with all local, state, and federal permitting, including but not limited to stream buffer variances and clean water act permitting.

9. TERMINATION

This Agreement may be terminated by either party seven (7) days after written notice to the other party in the event of the breach of any provision of this Agreement by the other party, or in the event of substantial failure of performance by the other party, or if Client suspends the work for more than three (3) months. In the event of termination, Georgia and West, Inc. will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

10. OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations, and estimates prepared by Georgia and West, Inc. as instruments of service pursuant to this Agreement shall be the sole property of Georgia and West, Inc. Client agrees that all documents of any nature furnished by Georgia and West, Inc. to Client or Client's agents, contractors or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any document produced by our firm, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without Georgia and West, Inc. written permission. At the request and expense of Client, Georgia and West, Inc. will provide Client with copies of documents created in the performance of this work for a period not exceeding five years following submission of the report or reports contemplated by this Agreement.

11. EXCHANGE OF ELECTRONIC MEDIA

Georgia and West, Inc. agrees that it is responsible for the accuracy of the original sealed documents. If at any time, there exists a difference between the submitted electronic files and the original sealed documents, the original sealed documents will govern as the official delivered contract documents. Electronic documents are furnished for the convenience of the Client and Contractor. Written dimensions take precedence over scale.

12. GOVERNING LAW AND SURVIVAL

The validity, interpretation, and performance of this Agreement shall be governed by the law of the State in which the Georgia and West, Inc.'s office, identified as "Consultant" on the Proposal Acceptance Sheet for this project, is located. In addition, Georgia and West, Inc. and Client agree to submit to the personal and exclusive jurisdiction and venue of said State with respect to any claims or disputes which may arise under this Agreement. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnification obligations will survive termination of this Agreement for any cause.

13. SURVEY NOTES

A. No title or abstract research was performed by the undersigned for this survey.

B. WARNING: This plat of survey makes no warranty or guarantee as to the existence of any easements of any type, no abstract or title search was performed by the undersigned to discover the existence of any easements.

C. No warranty or guarantee as to the existence or location of underground structures is implied, only those items shown.

D. No warranty or guarantee as to environmental issues has been implied; only those items shown hereon have been addressed.

E. Only acts of possession, if any, which are visible from casual inspection of the property, are shown hereon. No warranty or guarantee is implied as to the existence of acts of possession by adjoiners to the lands shown and described hereon.

F. No warranty or guarantee as to county or city ordinance issues, to include setbacks, has been implied. Only those items shown have been addressed.

14. UTILITY LOCATIONS

Utility locations will be limited to those items apparent from a visual inspection and the utilities located by Utilities Protection Center (811) locators. Additional utility locations will require a private utility locator and their fee will be paid by the Client.

PAYMENT TERMS:

Compensation will be in accordance with the proposal referenced above. Invoices will be issued monthly. Client agrees to pay all charges not in dispute within 30 days of receipt of invoice and recognizes that charges not paid within 30 days are subject to late payment charge of 1.5 percent of the balance due for each additional month or fraction thereof that undisputed charges remain unpaid Charges held in dispute will be called to the attention of Georgia and West, Inc. within 10 days of receipt of invoice. Client agrees to pay cost of collection, including reasonable attorney's fees, if invoices are collected by law or through an attorney Client further agrees that Georgia and West, Inc. has the right to suspend or terminate service if undisputed charges are not paid within 45 days of receipt of Georgia and West, Inc. invoice and agrees to waive any claim against Georgia and West, Inc. and to indemnify, defend and hold Georgia and West, Inc. harmless from and against any claims arising from Georgia and West, Inc.'s suspension or termination due to Client's failure to provide timely payment.

Liens:

Notice is given that Georgia statue requires the filing of liens within ninety (90) days of last performing work on a project Therefore, lien action will be initiated seventy-five (75) days after the last day work is performed when balances are outstanding. A voluntary extension of lien rights can be accomplished by a letter from the owner of the property.

DATE: June 26, 2024 **PROJECT NAME:** West Industrial Court Culvert Replacement

SERVICE		FEE
TOPOGRAPHIC SURVEY	$	4,200.00
UNDERGROUND UTILITY LOCATE WITH DEPTH APPROXIMATION (BY SUB-CONSULTANT)	$	1,600.00
CONSTRUCTION DOCUMENTS (INCLUDES 1 PLAN REVIEW MEETING)	$	7,500.00
BID ASSISTANCE	$	2,000.00
CONSTRUCTION ADMINISTRATION	$	5,600.00
TOTAL	$	**20,900.00**

ADDITIONAL SERVICES

Any services not addressed in this proposal and specifically requested by you will be provided on an hourly basis as follows:

HOURLY RATES:

PRINICIPAL.....$225.00/Hr.
SENIOR SURVEYING MANAGER.....$140.00/Hr.
SENIOR ENGINEER.....$140.00/Hr.
FIELD CREW.....$140.00/Hr.
CIVIL TECHNICIAN.....$110.00/Hr.
CLERICAL.....$50.00/Hr.
Mileage.....$0.58/Mi.
Archive Search Fee.....$200.00
Electronic File – One Time License..... $200-500
Direct Costs – Administrative Fee..... 15%

Direct Costs include subconsultants, photography, reproduction, courier, and travel expenses.

You will be invoiced at the end of each month for a percentage completed at that time, reimbursables, and for any additional services requested and not covered in this proposal.

Please sign and return one (1) copy of the Proposal Acceptance Sheet as your authorization to proceed with the work and your acceptance of this proposal, and keep the other copy for your records. Upon your acceptance of this proposal, Georgia and West, Inc. and the client listed below shall have entered into a binding agreement (the "Contract") pursuant to the terms set forth on "Terms and Conditions" sheets hereof.

Communications by phone, letter, fax, e-mail, meetings or face to face to proceed with the work shall be deemed to be a verbal authorization to proceed with the work in accordance with the fees, scope, terms and conditions of this Proposal.

If you do not provide a verbal or signed and dated authorization, this Proposal shall become void Ninety (90) days from the date above.

Terms and Conditions are printed in this Proposal. Please sign and return one (1) copy of the Proposal to indicate your approval of this proposal and keep the other copy for your records. If you have any questions, please do not hesitate to call.

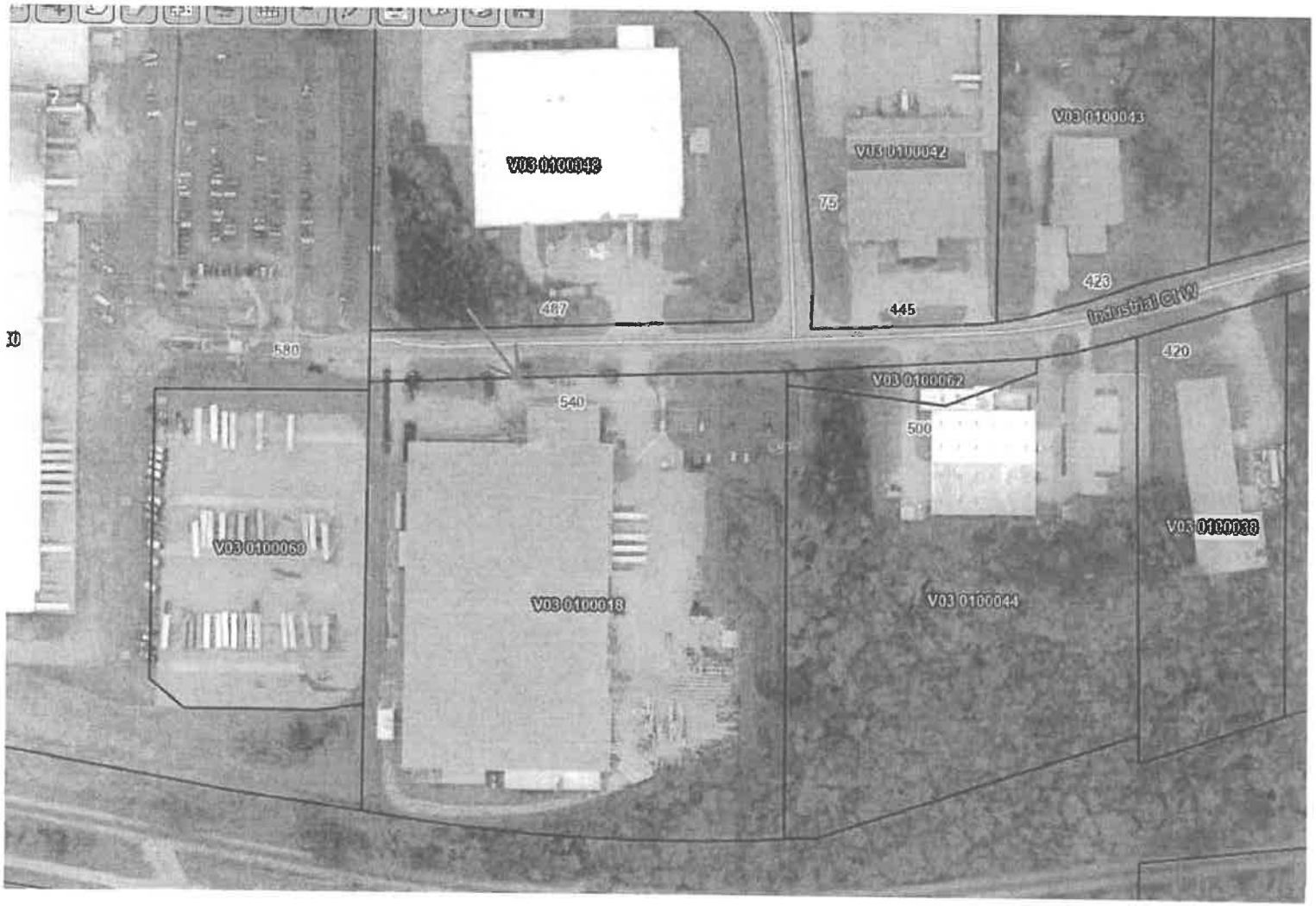
Sincerely,
Georgia and West, Inc.

John D. Bass, P.E
President

Accepted By: Tom Barber City Manager
Print or type individual, firm or corporate body name

Signature of Authorized Representative Title

Date: 6-27-2024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CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Acceptance of the Norfolk Southern Thriving Communities Grant
AGENDA DATE: October 8, 2024

DATE PREPARED: September 18, 2024
PREPARED BY: Diana DeSanto

AMOUNT: $50,000
GL ACCOUNT #: 100-336060
FUNDING SOURCE: General Fund
BUDGETED ITEM? No
PUBLIC HEARING: N/A

PURPOSE: The City of Villa Rica is proud to be a 2024 recipient of the Norfolk Southern's Thriving Communities Grant. This $50,000 award will be used for the future park development in the Cleghorn Anderson Road Community. There is no match associated with this grant.We thank Norfolk Southern for investing in our community.

BACKGROUND: The grant is part of two community programs launched by Norfolk Southern in 2023: the Safety First Grant Program, which seeks to advance safety organizations and initiatives, and the Thriving Communities Grant Program, which aims to promote economic opportunity, support vibrant community life, and provide equal access to basic necessities. Award recipients are selected annually from across the railroad's 22-state network.

STAFF RECOMMENDATION: Acceptance of the Norfolk Southern Thriving Communities Grant

IMPACT: N/A

MOTION: I move to approve the acceptance of the Norfolk Southern Thriving Communities Grant in the amount of $50,000.

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Survey, underground utility locates, construction drawings, ROW and construction easements, engineering, design and bidding assistance for the left-hand turn lane addition at Mirror Lake Blvd

AGENDA DATE: October 8, 2024

DATE PREPARED: September 25, 2024
PREPARED BY: Diana DeSanto

AMOUNT: $40,030 **(not to exceed)**
GL ACCOUNT #: 270-4210-541401
FUNDING SOURCE: Eastside TAD Fund
BUDGETED ITEM? Yes
PUBLIC HEARING: N/A

PURPOSE: The purpose of this agenda is to obtain approval of a proposal by Falcon Design for surveying, engineering, design, bid document preparation and construction administration for the Mirror Lake Blvd left hand turn lane project.

BACKGROUND: Falcon Design submitted a proposal for the following scope of work as it relates to the addition of a left-hand turn lane on Mirror Lake Blvd, prior to the light at Villa Rica Parkway. This proposal includes project scope and fees for survey database preparation, underground utility locates, construction drawings with technical specifications, right of way and construction easement plans, an engineer's estimate of probable cost and bidding assistance.

The survey work will include the exiting topography with right-of-way resolution and adjacent parcel resolution. The underground utility locate will provide for a survey crew to survey locate the painted underground utilities. The construction drawings and technical specifications will provide for a new design that assumes an 11-foot lane shift on the existing eastern edge of pavement to generate a dedicated left turn lane for the Mirror Lake Development. Falcon Design will also prepare right-of-way and easement plats for the City to obtain necessary property for construction, to include legal descriptions. There are an estimated 22 parcels that adjoin the improved area. Finally, Falcon design will prepare a rough estimate for the project cost to include utilities, lighting, fencing, pavement, buildings, etc. If selected to do so, Falcon Design will also prepare contract documents and technical specifications for the project suitable for bidding by the City's Purchasing Team.

STAFF RECOMMENDATION: Staff recommends the approval of this proposal from Falcon Design for surveying, design and engineering of the left-hand turn lane at Mirror Lake Blvd.

IMPACT: N/A

MOTION: I move to approve the proposal from Falcon Design for surveying, underground utility locate, engineering/design, ROW easement preparation and bid document preparation for the left-hand turn lane on Mirror Lake Blvd.

FALCON DESIGN

*ENGINEERING * LAND PLANNING * SURVEYING *
*CONSTRUCTION MANAGEMENT * LANDSCAPE ARCHITECTURE*
WWW.FDC-LLC.COM

September 16, 2024

Mr. Jeff Reese
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30181

RE: Mirror Lake Blvd. AKA Villa Rica Pkwy, Villa Rica, GA (Left Turn Lane)

Dear Mr. Reese:

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

Project Scope & Fees

1. **Survey Database Preparation:** **$8,500.00**

   - Will include existing topography, right-of-way resolution, and adjacent parcel resolution.

2. **Underground Utility Locate:** **$2,030.00**

   - Survey crew will survey locate the painted underground utilities.
   - Work to be performed by Utility Marking, LLC

3. **Construction Drawings and Technical Specifications:** **$20,000.00**

   New design assumes 11-foot lane shift on the existing eastern edge of pavement to generate a dedicated left turn lane for the Mirror Lake Development" & "Assumes no stormwater management report will be required. Construction plans shall, at a minimum, include the following:

   - Survey Centerline
   - Construction Centerline (bearings, road name)
   - Begin/End Construction
   - Existing R/W
   - Required R/W with Station and offsets at the breaks
   - Construction Limits
   - Easements
   - Property Lines/Owner's Names
   - North Arrow/Graphic Scale
   - Stationing
   - Water Line/Utility Plans
   - Landscaping Plan
   - Summary of Quantities

4. **Right-of-Way/Construction Easement Plans (If Needed):** **$2,500.00**

   - FDC will prepare ROW/Easement Plats for City to obtain necessary property for construction.
   - Legal Descriptions will be produced for each plat/easement.
   - Estimated 22 parcels adjoin the improvements.

5. **Engineer's Estimate of Probable Cost (If Needed):** **$1,000.00**

   - Include a rough cost estimate for utilities, lighting, fencing, pavement, buildings, etc.

6. **Bidding Assistance:** **$6,000.00**

- Prepare Contract Documents and Technical Specifications for the project suitable for bidding by the City's Procurement Department.
- Assist the City's Procurement Department with conducting a Pre-Bid meeting for the project.
- Assist the City's Procurement Department with responses to written questions for the project.
- Assist the City's Procurement Department with developing project addendums as required.
- Assist the City's Procurement Department with bid opening.
- Develop a Bid Tabulation sheet for the project.
- Assist the City's Procurement Department with issuing the contract.
- Review bidder's references and provide a recommendation of award to the city as requested by the City's Procurement Department.

7. **Construction Administration (If Needed):** **3% Total Base Bid of Awarded Contract**

- Construction Phase Services and Coordination.
- Construction Observation, as needed.
- Submittal Reviews.
- Process pay request and change orders.
- Construction Meetings.
- Develop end of project Punch List/Closeout documents.
- Includes review of the erosion and sediment control BMPs upon installation.
- Includes periodic construction observations. The frequency will be determined by type of construction activity.
- Includes weekly reports to City staff on their observations.
- Includes technical assistance to City staff when a request is made. This work would include, but not be limited to, reviewing any submittals for any design or grading changes, construction materials and engineering reports.

Reimbursable Expenses:

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

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

Additional Services

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

- Modifications to previously approved work "Change of Scope"
- Submittal Fees (Review/Recording)
- Wall Design
- Irrigation Design
- Lighting Plan
- Environmental Permitting

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

Contract Conditions

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

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

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

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

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

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

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

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

Sincerely,
Falcon Design Consultants, LLC

Adam L. Price, P.E.
Managing Partner

John Palmer
President

Accepted and Agreed:

Signature

Deputy City Manager
Title

09/25/2024
Date

CITY OF VILLA RICA

City Council Meeting Agenda
Item Cover Sheet

SUBJECT: Fuqua Residential Component Update

AGENDA DATE: October 8th, 2024

DATE PREPARED: October 8th, 2024
PREPARED BY: Nic Griffin

AMOUNT: N/A
FUNDING SOURCE: N/A

GL ACCOUNT #: N/A
BUDGETED ITEM? N

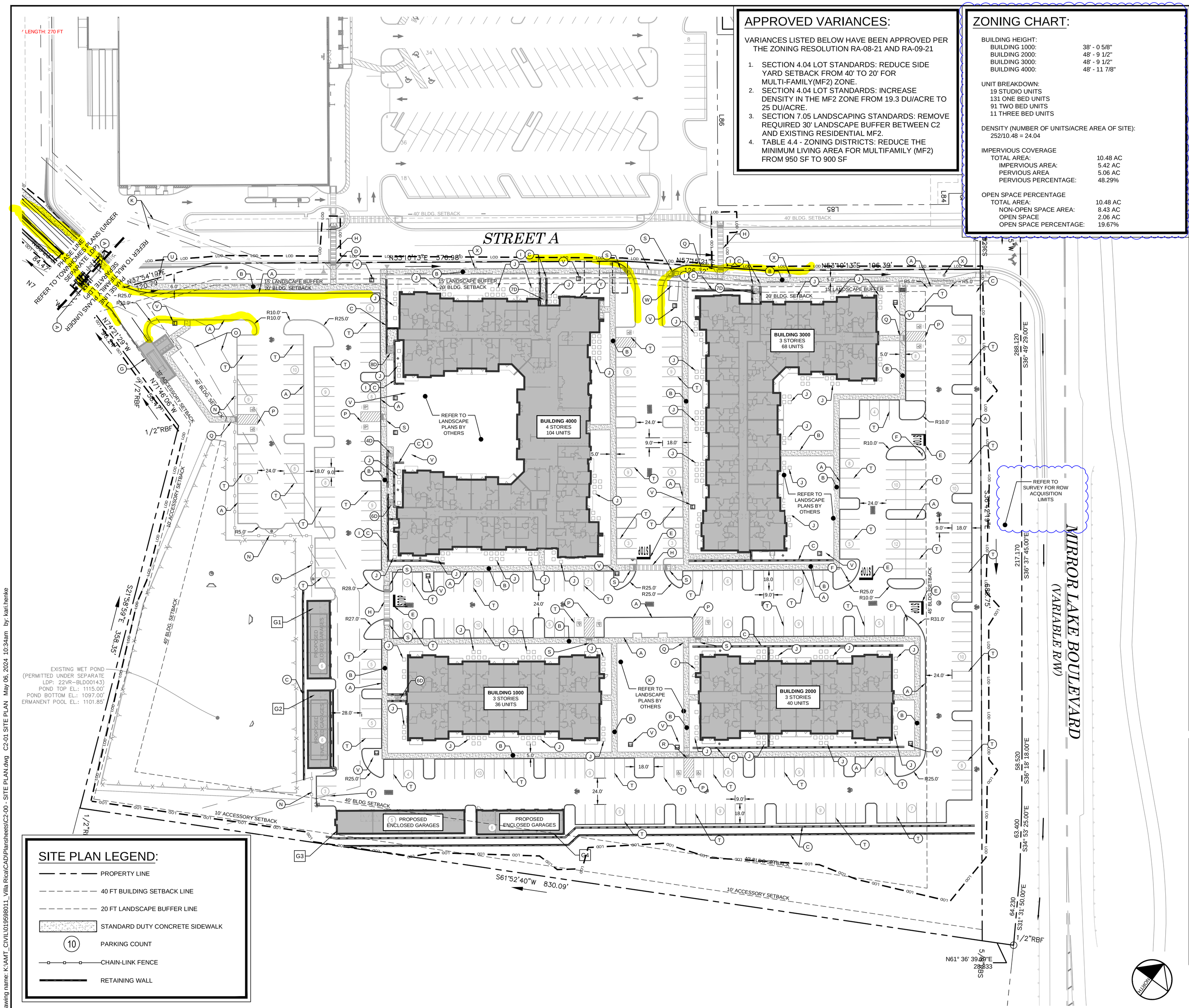
PURPOSE: To give an update on the status of the Fuqua residential component.

BACKGROUND:

The Fuqua development has two residential components that have made its way out of civil review process. The multifamily and single family attached parcels will interconnect via an access road.

The First project that has been issued a land disturbance permit is Flournoy Villa Rica Parcel A. This is a multifamily residential development zoned MF2. There will be a total of 252 units, with a breakdown of the following: 19 Studio units, 131 one-bedroom units, 91 two-bedroom units, and 11 three-bedroom units. The building plans should be submitted for review soon.

The second project is a town home community zoned Single Family Attached. It is called Flournoy Villa Rica Parcel B. There will be a total of 56 units. There will be 8 total buildings in this development. The civil plans have been fully approved. Once the land disturbance fees are paid, the City will issue the permit.



APPROVED VARIANCES:

VARIANCES LISTED BELOW HAVE BEEN APPROVED PER THE ZONING RESOLUTION RA-08-21 AND RA-09-21

1. SECTION 4.04 LOT STANDARDS: REDUCE SIDE YARD SETBACK FROM 40' TO 20' FOR MULTI-FAMILY(MF2) ZONE.
2. SECTION 4.04 LOT STANDARDS: INCREASE DENSITY IN THE MF2 ZONE FROM 19.3 DU/ACRE TO 25 DU/ACRE.
3. SECTION 7.05 LANDSCAPING STANDARDS: REMOVE REQUIRED 30' LANDSCAPE BUFFER BETWEEN C2 AND EXISTING RESIDENTIAL MF2.
4. TABLE 4.4 - ZONING DISTRICTS: REDUCE THE MINIMUM LIVING AREA FOR MULTIFAMILY (MF2) FROM 950 SF TO 900 SF

ZONING CHART:

BUILDING HEIGHT:

BUILDING 1000:	38' - 0 5/8"
BUILDING 2000:	48' - 9 1/2"
BUILDING 3000:	48' - 9 1/2"
BUILDING 4000:	48' - 11 7/8"

UNIT BREAKDOWN:
19 STUDIO UNITS
131 ONE BED UNITS
91 TWO BED UNITS
11 THREE BED UNITS

DENSITY (NUMBER OF UNITS/ACRE AREA OF SITE):
252/10.48 = 24.04

IMPERVIOUS COVERAGE

TOTAL AREA:	10.48 AC
IMPERVIOUS AREA:	5.42 AC
PERVIOUS AREA	5.06 AC
PERVIOUS PERCENTAGE:	48.29%

OPEN SPACE PERCENTAGE

TOTAL AREA:	10.48 AC
NON-OPEN SPACE AREA:	8.43 AC
OPEN SPACE	2.06 AC
OPEN SPACE PERCENTAGE:	19.67%

DEVELOPMENT SUMMARY:

SITE SUMMARY:

ZONING: MF2

BUILDING SETBACK:
FRONT: 45 FT
SIDE: 45 FT PRINCIPAL, 10 FT ACCESSORY
BACK: 45 FT PRINCIPAL, 10 FT ACCESSORY

PROPOSED LAND USES & DENSITIES:
MULTIFAMILY RESIDENTIAL 248 UNITS

PARKING SUMMARY:
PARCEL A:
REQUIRED 393 SPACES (1.6-2.0/UNIT)
PROPOSED 402 SPACES (1.6/UNIT)

SITE KEYNOTE LEGEND:

- A 6" EXTRUDED CURB. SEE DETAIL SHEETS FOR ADDITIONAL INFORMATION.
- B CONCRETE SIDEWALK. REFER TO PAVEMENT PLAN FOR ADDITIONAL INFORMATION
- C PROPOSED RETAINING WALL WITH FALL PROTECTION (DESIGNED BY OTHERS). SEE GRADING PLAN FOR ADDITIONAL INFORMATION.
- D/D PROPOSED STAIRS WITH HAND RAIL, SEE SITE DETAILS
- E 24" WHITE STOP BAR WITH "STOP". SEE SITE DETAILS
- F STOP SIGN (MUTCD R1-1)
- G PROPOSED COMPACTOR, REFER TO ARCHITECTURAL PLANS
- H EXISTING 5' WIDE PEDESTRIAN CROSSWALK. SEE SITE DETAILS
- I PROPOSED FALL PROTECTION. SEE SITE DETAILS
- J PROPOSED CONDENSER (TYP.), REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION ON PAD AND CONDENSER
- K EXISTING 10' WATER EASEMENT
- L PROPOSED TRANSFORMER. SEE MEP PLAN FOR MORE DETAIL
- M PROPOSED HARDSCAPE. SEE HARDSCAPE PLANS FOR MORE INFORMATION (DESIGNED BY OTHERS)
- N PROPOSED FENCE. SEE SITE DETAILS
- O EXISTING 20' SANITARY SEWER EASTMENT. SEE SITE DETAILS
- P ADA STRIPING AND SIGNAGE. SEE SITE DETAILS
- Q PROPOSED GDOT TYPE A ADA RAMP. SEE CONSTRUCTION DETAILS FOR ADDITIONAL INFORMATION
- R PROPOSED GDOT TYPE B ADA RAMP. SEE CONSTRUCTION DETAILS FOR ADDITIONAL INFORMATION
- S PROPOSED GDOT TYPE D ADA RAMP. SEE CONSTRUCTION DETAILS FOR ADDITIONAL INFORMATION
- T PROPOSED 4" WHITE STRIPE. SEE SITE DETAILS
- G# PROPOSED GARAGE
- U PROPOSED 8' X 8' CONCRETE SLAB FOR ELECTRICAL EQUIPMENT
- V PROPOSED TRANSFORMER
- W PROPOSED MONUMENT SIGN (8'W X 18'L X 8'H)
- X EXISTING LIGHT POLE TO REMAIN, TYP.
- Y PROPOSED BUILDING MOUNTED BLADE SIGN (3.5'W X 20'L)

SITE NOTES:

1. THE PROPOSED BUILDING INFORMATION SHOWN HEREON IS FROM AN ELECTRONIC FILE PROVIDED BY DYNAMIK, DATED 06/26/2023 AND IS FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR SHALL REFERENCE ARCHITECTURAL PLANS FOR EXACT BUILDING INFORMATION.
2. EXISTING CONDITIONS SHOWN HEREON ARE FROM A SURVEY PROVIDED BY GEOSURVEY DATED 10/31/2022 AND BASE FILES PROVIDED BY HAINES GIPSON DATED 05/05/2023.
3. ALL DIMENSIONS ARE FROM FACE OF CURB TO FACE OF CURB UNLESS OTHERWISE NOTED.
4. ALL RADII ARE 3' UNLESS OTHERWISE NOTED.
5. SIDEWALK INSTALLED AGAINST BACK OF CURB SHALL BE INSTALLED PER THE PLAN AS MEASURED FROM THE BACK OF CURB.
6. ALL SIGNAGE AND STRIPING MUST MEET THE LATEST REQUIREMENTS SET FORTH BY MUTCD, GDOT, AND GEORGIA STATE CODE.
7. REFERENCE LANDSCAPE PLANS FOR ALL HARDSCAPE AND LANDSCAPE DETAILS AND SPECIFICATIONS.

SITE PLAN LEGEND:

- PROPERTY LINE
- 40 FT BUILDING SETBACK LINE
- 20 FT LANDSCAPE BUFFER LINE
- STANDARD DUTY CONCRETE SIDEWALK
- (10) PARKING COUNT
- CHAIN-LINK FENCE
- RETAINING WALL

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

GRAPHIC SCALE IN FEET 0 20 40 80

PREPARED BY
Kimley»Horn
© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
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PREPARED FOR
FLOURNOY DEVELOPMENT GROUP
1100 BROOKSTONE CENTRE PARKWAY,
COLUMBUS, GA 31904
PHONE: 706-324-4000

No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY
	TH LDP RESUBMISSION	04/26/2024	
	TH LDP SUBMITTAL	02/29/2024	
	TH GMP	02/09/2024	

PROJECT
FLOURNOY VILLA RICA PARCEL A
384 MIRROR LAKE BLVD, VILLA RICA, GEORGIA 30180
LAND LOT 003, 004, 2ND DISTRICT
PARCEL ID: V05018008S

GEORGIA REGISTERED No. PE043951 PROFESSIONAL ENGINEER
MARK RANDOLPH KEITH
02/29/2024

GSWCC NO. (LEVEL II)	0000076496
DRAWN BY	KEH
DESIGNED BY	ELS
REVIEWED BY	ZLR
DATE	----
PROJECT NO.	019598011

TITLE
SITE PLAN

SHEET NUMBER
C2-00

Drawing name: K:\AMT_CIVIL\019598011_Villa Rica\CAD\Plansheets\C2-00 - SITE PLAN.dwg C2-01 SITE PLAN May 06, 2024 10:34am by: kari.henke

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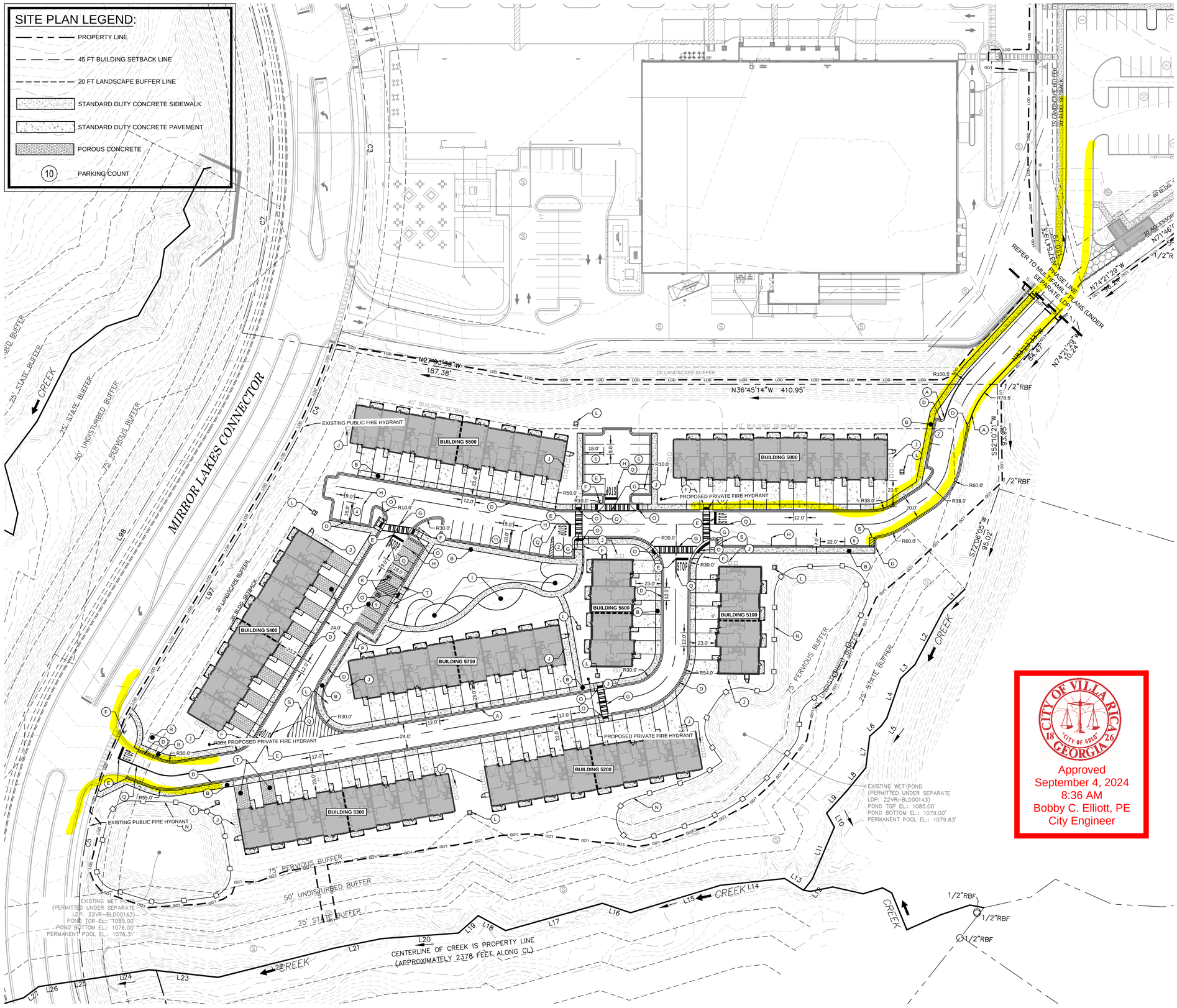

SITE PLAN LEGEND:

- PROPERTY LINE
- 45 FT BUILDING SETBACK LINE
- 20 FT LANDSCAPE BUFFER LINE
- STANDARD DUTY CONCRETE SIDEWALK
- STANDARD DUTY CONCRETE PAVEMENT
- POROUS CONCRETE
- (10) PARKING COUNT

DEVELOPMENT SUMMARY:

SITE SUMMARY:

ZONING: SFA

PROPOSED LAND USES & DENSITIES:
SINGLE FAMILY RESIDENTIAL 56 UNITS

PARKING SUMMARY:
SOUTH PARCEL
PROPOSED 46 SPACES

AS REQUIRED BY APPROVED ZONING RESOLUTION RA-08-21 & RA-09-2, REFER TO COVER SHEET FOR APPROVED VARIANCES.

SITE KEYNOTE LEGEND:

- (A) 6" EXTRUDING CURB. SEE DETAIL SHEETS FOR ADDITIONAL INFORMATION.
- (B) CONCRETE SIDEWALK
- (C) PROPOSED HANDICAP SIGN
- (D) PROPOSED 24" ROLLED CURB
- (E) 24" WHITE STOP BAR WITH "STOP". SEE DETAIL SHEETS FOR ADDITIONAL INFORMATION
- (F) STOP SIGN (MUTCD R1-1)
- (G) 6' WIDE CROSSWALK
- (H) PARKING LOT STRIPING, 4" SOLID WHITE STRIPE (TYP.)
- (I) AMENITY AREA. SEE LANDSCAPE AND ARCHITECTURAL PLANS FOR MORE DETAIL.
- (J) PROPOSED CONDENSER (TYP.) SEE ARCH SHEETS FOR ADDITIONAL INFORMATION.
- (K) HANDICAP INSIGNIA STANDARD PAVEMENT MARKING
- (L) PROPOSED TRANSFORMER
- (M) PROPOSED HARDSCAPE. SEE LANDSCAPE PLANS FOR MORE INFORMATION (DESIGNED BY OTHERS)
- (N) PROPOSED 6' CHAIN LINK FENCE
- (O) PROPOSED ADA RAMP
- (P) PROPOSED RETAINING WALL. SEE GRADING PLAN FOR ADDITIONAL INFORMATION
- (Q) PROPOSED 6" DOUBLE SOLID YELLOW LINE
- (R) PROPOSED MONUMENT SIGN (8'W X 18'L X 8'H)
- (S) GORE STRIPING
- (T) PROPOSED POROUS CONCRETE. SEE CONSTRUCTION DETAILS SHEET C6.01 FOR ADDITIONAL INFORMATION

SITE NOTES:

1. THE PROPOSED BUILDING INFORMATION SHOWN HEREON IS FROM AN ELECTRONIC FILE PROVIDED BY DYNAMIK, DATED 06/26/2023 AND IS FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR SHALL REFERENCE ARCHITECTURAL PLANS FOR EXACT BUILDING INFORMATION.
2. EXISTING CONDITIONS SHOWN HEREON ARE FROM A BASE FILES PROVIDED BYHAINES GIPSON, DATED 05/05/2023.
3. ALL DIMENSIONS ARE FROM FACE OF CURB TO FACE OF CURB UNLESS OTHERWISE NOTED.
4. ALL RADII ARE 3' UNLESS OTHERWISE NOTED.
5. SIDEWALK INSTALLED AGAINST BACK OF CURB SHALL BE INSTALLED PER THE PLAN AS MEASURED FROM THE BACK OF CURB.
6. ALL SIGNAGE AND STRIPING MUST MEET THE LATEST REQUIREMENTS SET FORTH BY MUTCD, GDOT, AND GEORGIA STATE CODE.
7. REFERENCE LANDSCAPE PLANS FOR ALL HARDSCAPE AND LANDSCAPE DETAILS AND SPECIFICATIONS.

CITY OF VILLA RICA GEORGIA 1826 "CITY OF GOLD"

Approved
September 4, 2024
8:36 AM
Bobby C. Elliott, PE
City Engineer

GRAPHIC SCALE IN FEET
0 ## ## ##

PREPARED BY

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NO.	SSUANCE AND REVISION DESCRIPTIONS	DATE	BY
	TH LDP RESUBMISSION	08/19/2024	
	TH LDP SUBMITTAL	02/29/2024	
	TH GMP	02/09/2024	

PROJECT

FLOURNOY VILLA RICA
384 MIRROR LAKE BLVD, VILLA RICA, GA 30180
LAND LOT 003, 004, 2ND DISTRICT
PARCEL ID: V05018D085

GEORGIA REGISTERED No. PE043951 PROFESSIONAL ENGINEER MARY RANDOLPH CLARK
08/19/2024

GSWCC NO. (LEVEL II)	0000076496
DRAWN BY	KEH
DESIGNED BY	ELS
REVIEWED BY	ZLR
DATE	08-19-2024
PROJECT NO.	019598011

TITLE
SITE PLAN

SHEET NUMBER
C2-00

Drawing name: \\kimley-horn.com\SO_AMT\amt_civil\019598011_villa rica\CAD\plansheets\C2-00 - SITE PLAN.dwg C2-02 SITE PLAN Aug 16, 2024 12:48pm by: kari.henke

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