

CITY COUNCIL
GIL MCDUGAL, MAYOR
DANNY CARTER, MAYOR PRO-TEM
SHIRLEY MARCHMAN
LESLIE MCPHERSON
MATTHEW MOMTAHAN
MICHAEL YOUNG

City of Villa Rica



CITY MANAGER: TOM BARBER
CITY CLERK: ALISA DOYAL
CITY ATTORNEY: C. DAVID
MECKLIN

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

MAYOR & COUNCIL MEETING AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
January 12, 2021 | 6:00 PM

Meeting Call to Order (Mayor Gil McDougal)

Invocation (Chris Rainey, Discipleship Pastor, First Baptist Church of Villa Rica)

Pledge of Allegiance (Captain Keith Shaddix, Villa Rica Police Department)

Adoption of the Agenda (Mayor Gil McDougal)

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

Council Updates (Subjects of General Interest and Concern)

A. Consent Agenda Mayor Gil McDougal

1. Appointment of William D Coleman, Jr to the Villa Rica Development Authority
2. Appointment of David Rogers to the Historic Preservation Commission (Ronald Johnson, Planning and Zoning Specialist)
3. Appointment of Sarah Pitts to Historic Preservation Commission (Ronald Johnson, Planning and Zoning Specialist)
4. Appointment of Alan White to Historic Preservation Commission (Ronald Johnson, Planning and Zoning Commission)
5. Appointment of Renee Hooks to Historic Preservation Commission (Ronald Johnson, Planning and Zoning Specialist)
6. Appointment of Mac Pilgrim to Planning and Zoning Commission (Ronald Johnson, Planning and Zoning Specialist)
7. Appointment of Tom Flowers to Planning and Zoning Commission (Ronald Johnson, Planning and Zoning Specialist)
8. Appointment of John Hannabach to Planning and Zoning Commission (Ronald Johnson, Planning and Zoning Specialist)
9. Splash Pad Equipment Purchase.
10. Avanti/Welcome Center Plumbing Repair (Nic Griffin, Maintenance Manager)
11. To engage KBS Heating and Cooling to replace a 7.5-ton unit located at 70 Horace Luther Drive, Villa Rica, Georgia 30180. (Nic Griffin, Building and Fleet Manager)

12. Purchase Active Shooter Hard Armor/Plate Vests
13. Approval of Copier Maintenance Agreement
14. Emergency Repair of the North Plant #1 Aerator Gearbox and Motor. (Peter Zorbanos, Director)
15. Professional Services Agreement with Michael Bledsoe and The Engineering Group
16. General Election 2021 - Qualifying Fees
17. Approval of Resolution to Purchase Lot 11 in Tanyard Village

B. Governing Body (Mayor Gil McDougal)

1. Approval of Minutes:
 1. Special Called City Council Meeting Minutes of December 7, 2020
 2. Special Called Villa Rica Redevelopment Agency Meeting Minutes of December 8, 2020
 3. City Council Meeting Minutes of December 8, 2020
2. Election of 2021 Mayor Pro Tem
3. Appointment of Council Standing Committees

C. Community Development (Bobby Elliott, Director)

1. ABL-01-2021 Alcohol Beverage Permit Request for Mi Ranchito Inc dba El Ranchito and Public Hearing (Bobby Elliott, Director)
2. ALB-02-2021 Alcohol Beverage Permit for Buckeyes Bistro and Public Hearing (Bobby Elliott, Director)
3. ABL-03-2021 Alcohol Beverage Permit for Thai Basil Cuisine Inc and Public Hearing (Bobby Elliott, Director)
4. VA-05-20 Variance Request at 739 Parker Street and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)
5. VA-02-21 Variance Request at Southwest Corner at N Dogwood Street and White Street and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)
6. Extension of Rezoning Approval for ANNEX-02-19 & RA-06-19 at 135 & 189 Commerce Drive and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)
7. Ordinance to Revise Section 400 of the City of Villa Rica Development Regulations, Section 403.11, Wastewater Lift Stations. (Bobby Elliott, Director)
8. Amendment to the Villa Rica Zoning Ordinance – Residential Subdivision Design Guidelines. (Chris Montesinos, Deputy Director of Community Development)
9. Amendment to the Villa Rica Sign Ordinance – Suspended Single-Post Signs. (Chris Montesinos, Deputy Director of Community Development)
10. Amendment to the Villa Rica Zoning Ordinance – Postal Service Delivery and Collection Structures. (Chris Montesinos, Deputy Director of Community Development)

D. Finance (Sarah Andrews, CFO)

1. Financial Update: November 2020

Adjournment

City Manager's Report (Tom Barber)



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



APPLICATION FOR BOARD OR COMMISSION APPOINTMENT

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

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

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

APPLICANT INFORMATION

Applicant Name: William D. Coleman Jr.

Occupation: Retired Employer: N/A

Home Address: 215 Summerlake Lane City: Villa Rica Zip: 30180

Home Phone: (770) 456-7630 Home E-Mail: ColeWS3@a6mail.com

Work Phone: () N/A Work E-Mail: N/A

Cell Phone: (678) 882-2303 Preferred E-Mail: ☒ Home ☐ Work

Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable) NONE

City of Villa Rica

BOARD OR COMMISSION APPLICATION

Page 2 of 4

- a) Which Board(s) or Commission(s) do you wish to be appointed to? HAR-VRDA LAB
- b) How long have you been a resident of the City of Villa Rica? 12 Years ____ Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:

- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:

- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:

- i) Please briefly explain your reasons for wishing to serve on the Board or Commission you select:

*I enjoy working with others and learning from others
as it relate to the inner issues involving of finding
solutions and addressing problems that affect our city.*

- j) Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice? ☒ Yes ☐ No If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

APPLICANT STATEMENT

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

William D. Coleman Jr *William D. Coleman Jr* *March 6, 2020*
Signature Printed Name Date

Please return signed application to: Alisa Doyal, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

Fax: 770-459-7003
Email: adoyal@villarica.org

Questions? Contact the City Clerk at 678-840-1212



CITY OF VILLA RICA

City Council Packet

SUBJECT: Appointment to Historic Preservation Commission Board

CITY COUNCIL AGENDA DATE: January 12th, 2021

DATE: December 30th, 2020

PREPARED BY: Ronald Johnson; Planning and Zoning Specialist

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To make an appointment into a vacant seat on the Historic Preservation Commission Board for the term of January 1st 2021 – December 31st 2021.

BACKGROUND: This open seat on the commission is currently filled by David Rogers, which was an appointment made in 2019 to an unexpired term ending December 31st, 2019. He then continued on the Commission after reappointment in January 2020, with the term ending December 31st, 2020.

STAFF RECOMMENDATION: N/A

IMPACT: Fulfilling the current vacant seat on the commission board.

MOTION: I make a motion to approve the appointment of David Rogers to the Historic Preservation Commission Board for the term of January 1st 2021 – December 31st 2021.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Appoint Sarah Pitts to Historic Preservation Commission Board

CITY COUNCIL AGENDA DATE: January 12th 2021

DATE: December 30th, 2020

PREPARED BY: Ronald Johnson; Planning and Zoning Specialist

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To appoint Sarah Pitts into the vacant seat on the Historic Preservation Commission Board for the term of January 1st 2021 – December 31st 2021.

BACKGROUND: Sarah Pitts has been a resident of the city of Villa Rica for ten years. Ms. Pitts currently services as the Secretary and Treasurer of the Villa Rica Historical Society, Inc. Ms. Pitts also currently serves on the Historic Preservation Commission, and was appointed on December 10th, 2019 for a one-year term starting January 1st, 2020 and ending December 31st, 2020.

STAFF RECOMMENDATION: N/A

IMPACT: Fulfilling the current vacant seat on the commission board.

MOTION: I make a motion to approve the appointment of Sarah Pitts to the Historic Preservation Commission Board for the term of January 1st 2021 – December 31st 2021.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Appoint Alan White to Historic Preservation Commission Board

CITY COUNCIL AGENDA DATE: January 12th 2021

DATE: December 30th, 2020

PREPARED BY: Ronald Johnson; Planning and Zoning Specialist

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To appoint Alan White into the vacant seat on the Historic Preservation Commission Board for the term of January 1st 2021 – December 31st 2022.

BACKGROUND: Alan White currently serves as the Vice Chairman of the Historic Preservation Commission and was first appointed onto the commission for a two-year term starting January 1st, 2019 and ending December 31st, 2020.

STAFF RECOMMENDATION: N/A

IMPACT: Fulfilling the current vacant seat on the commission board.

MOTION: I make a motion to approve the appointment of Alan White to the Historic Preservation Commission Board for the term of January 1st 2021 – December 31st 2022.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Appoint Renee Hooks to Historic Preservation Commission Board

CITY COUNCIL AGENDA DATE: January 12th 2021

DATE: December 30th, 2020

PREPARED BY: Ronald Johnson; Planning and Zoning Specialist

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To appoint Renee Hooks into the vacant seat on the Historic Preservation Commission Board for the term of January 1st 2021 – December 31st 2022.

BACKGROUND: Renee Hooks currently serves on the Historic Preservation Commission and was appointed to her current seat on the commission on January 1st, 2019 to a two-year term ending December 31, 2020.

STAFF RECOMMENDATION: N/A

IMPACT: Fulfilling the current vacant seat on the commission board.

MOTION: I move to approve the appointment of Renee Hooks to the Historic Preservation Commission Board for the term of January 1st 2021 – December 31st 2022.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Appointment of Mac Pilgrim to Planning and Zoning Commission Board

CITY COUNCIL AGENDA DATE: January 12th 2021

DATE: December 30th, 2020

PREPARED BY: Ronald Johnson; Planning and Zoning Specialist

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To make an appointment into the vacant seat on the Planning and Zoning Commission Board for the term of January 1st 2021 – December 31st 2022.

BACKGROUND: This seat on the commission is currently filled by Mac Pilgrim, and ends December 31st, 2020. This is a two-year appointment. Mac was appointed to fill a vacant unexpired seat that commenced on July 1, 2019.

STAFF RECOMMENDATION: N/A

IMPACT: Fulfilling the impending vacant seat on the commission board.

MOTION: I move to approve the appointment of Mac Pilgrim to the Planning and Zoning Commission for the term of January 1st 2021 – December 31st 2022.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Appointment of Tom Flowers to Planning and Zoning Commission Board

CITY COUNCIL AGENDA DATE: January 12th 2021

DATE: December 30th, 2020

PREPARED BY: Ronald Johnson; Planning and Zoning Specialist

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To make an appointment into the vacant seat on the Planning and Zoning Commission Board for the term of January 1st 2021 – December 31st 2023.

BACKGROUND: This seat on the commission is currently filled by Tom Flowers, and ends December 31st, 2020. This is a three-year appointment. Tom currently holds the position of Commission Vice-Chairman.

STAFF RECOMMENDATION: N/A

IMPACT: Fulfilling the impending vacant seat on the commission board.

MOTION: I make a motion to approve the appointment of Tom Hannabach to the Planning and Zoning Commission for the term of January 1st 2021 – December 31st 2023.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Appointment of John Hannabach to Planning and Zoning Commission Board

CITY COUNCIL AGENDA DATE: January 12th 2021

DATE: December 30th, 2020

PREPARED BY: Ronald Johnson; Planning and Zoning Specialist

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To make an appointment into the vacant seat on the Planning and Zoning Commission Board for the term of January 1st 2021 – December 31st 2023.

BACKGROUND: This seat on the commission is currently filled by John Hannabach, and ends December 31st, 2020. This is a three-year appointment. John currently holds the position of Commission Chairman.

STAFF RECOMMENDATION: N/A

IMPACT: Fulfilling the impending vacant seat on the commission board.

MOTION: I move to approve the appointment of John Hannabach to the Planning and Zoning Commission for the term of January 1st 2021 – December 31st 2023.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Splash Pad Equipment Purchase
AGENDA DATE: 01-12-2021

DATE PREPARED: 01-12-2021
PREPARED BY: Tracie Ivey & Sarah Andrews

AMOUNT: \$73,867.00
GL ACCOUNT #: 321-6110-541220
FUNDING SOURCE: 2015 Carroll Co SPLOST
BUDGETED ITEM? Yes

PURPOSE: To approve purchase of splash pad equipment directly from the supplier, Vortex, instead of having the Contractor purchase the supplies.

BACKGROUND:

On Friday, January 8, 2021, Council approved to proceed with a design-build contract for a Splash Pad at Gold Dust Park. Part of the cost savings would be that the City purchase the supplies from vendors directly, instead of going through the contractor.

Our consultant, Bob McAllister, is recommending we purchase the Splash Pad equipment from Vortex. Vortex works with National Purchasing Partners (NPP), which is a national purchasing co-op, in order to ensure competitive pricing. The City registered with NPP and is receiving a 5% discount of \$3,673 on the splash pad materials.

STAFF RECOMMENDATION: To approve the purchase of splash pad equipment from Vortex so that the order can be processed. There is significant lead time of some of the items we are purchasing. The sooner we order, the sooner we can receive and install them.

MOTION: I move to approve the purchase of Splash Pad materials and equipment from Vortex in an amount not to exceed \$73,867.00.

QUOTATION



Account Name The Town of Villa Rica, GA
Project Name Gold Dust Park, GA
Project ID 35320

Created Date January 9, 2021
Quote Number 00029745
Quote Name Version C - Features only

Contact Name
Email

Prepared By Genevieve Dumas
Email gdumas@vortex-intl.com

Bill To Name The Town of Villa Rica, GA
Bill To 571 West Bankhead Hwy
Villa Rica, Georgia 30180
United States

Quantity	Item No.	Product Description
1	7130.2008R01	Alto No1 (SW, PC)
1	7232.2008R02	Bobble N°1 (SW,PC)
2	7676.4000R02	Fountain Spray N°2 (EM)
2	301.4000R03	GEYSER (EM)
1	7241.2008R02	Helio N°6 (SW,PC)
6	7512.0000R01	JET STREAM N°1 (EM)
1	7127.2008R01	Pico N°1 (SW, PC)
1	324.4000R01	Sparkle N°1 (EM)
1	7640.0000R05	TEAM SPRAY 01 (EM)
2	0220.2008R01	TUBE N°1 (SW, PC)
1	7242.2008SR01	Twin splash (SW,PC) W/STICKER BUCKET
2	7010.0002R02	WATER JELLY N°1 (EM)
1	7582.2008ABR02	Waterbug No 3 (SW,PC) W/AIR BRUSH
1	1001.4000R02	PLAYSAFE DRAIN No1
1	33400.1887R01	CONICAL STRAINER BASKET PASSIVATION (PLAYSAFE DRAIN)
1	D0800.0000R01	Water Distribution System (WCC) - See Description Below
1	255	BUYING GROUP SERVICE DISCOUNT for supply - 3,673\$

Custom Product Information

Water Distribution System
Serial Number: 35320D2011R00

Wall Mounted Command Center - Water-Recirculation
Single 3" Inlet
Without Pressure Regulator; Backflow Preventer Not Included

9x 1-1/2" PVC Solenoid Valve Line w/ Ball-Valve
8x 1-1/2" PVC Solenoid Valve Line w/ Ball-Valve

Terms & Totals

Product

11024 Bailey Road, Suite C
Cornelius, NC 28031
Toll-free: 1-877-586-7839 Fax: +1-514-335-5414
www.vortex-intl.com

Enquire about our cooperative purchasing programs!



QUOTATION



Field Credit Terms

30% Payable at Purchase Order
40% Payable at Shipment 70% Balance Remaining
Net 30 Days

Subtotal	USD 69,787.00
Freight	USD 2,205.00
Embed Freight	USD 895.00
Packaging	USD 980.00
Grand Total	USD 73,867.00

Initial Here

Purchase Contract Terms & Conditions of Sales

The following terms and conditions (the "Terms and Conditions") form part of the purchase contract (the "Purchase Contract") between yourself (the "Customer, and Vortex Aquatic Structures International and/or Vortex USA Inc. ("Vortex"). The Customer's acceptance and understanding of these Terms and Conditions and all other supporting documentation provided as part of this package is evidenced by signing of the Purchase Contract.

Payment Terms

Unless otherwise specified in the Purchase Contract, payment by the Customer of the purchase price specified in the Purchase Contract (with all applicable taxes, the "Purchase Price") shall be on the following terms: 100% of the Purchase Price to be paid prior to Vortex commencing production on the Customer's order. Any overdue balances are subject to interest charges of 1.5% per month.

Unless otherwise specifically stated, all sales taxes or any other personal property taxes, use taxes, duties, excises, levies or tariffs imposed by any government authority and incurred by Vortex through performance of the Purchase Contract will be the Customer's responsibility and are not included in the Purchase Price. Without limiting the generality foregoing, applicable Canadian taxes will be applied to all taxable goods and services included in the Purchase Contract based on the Canada Revenue Agency's GST/HST Place of Supply rules, as amended from time to time.

Customers are advised to consult with their financial and tax advisors to obtain further information regarding taxes applicable to their purchase. Vortex maintains a no return policy and asks all Customers to determine feature and color selection carefully.

If a Customer cancels an order after production has commenced, Vortex reserves the right to charge (and the Customer agrees to pay) a 40% re-stocking fee.

Cheque, Wire Transfer, Irrevocable Letter of Credit or Credit Card (note: an administrative fee of 3.5% may apply to payments made via Credit Card) are considered acceptable payment methods.

Except where title to the products contained in the Customer's order is explicitly transferred by Vortex to the Customer and the Purchase Price is paid in full, property in, title to and right to possession of such products shall remain in Vortex until the Purchase Price and all sums due or to become due from the Customer are fully paid.

Should the goods comprising the Customer's order be connected with the ground or real property or buildings because of foundations or mechanical parts, then this connection is to be considered as transitory in nature until payment in full of the Purchase Price.

Unless otherwise agreed, for projects where Vortex is supplying goods without installation, risk of loss of the goods, or any part of the goods, shall pass to the Customer when the goods or any part of the goods is delivered to the Customer or its agent or to a carrier for delivery to the Customer or its agent, whichever event shall first occur. In the event of where Vortex is supplying and installing goods, risk of loss of the goods shall pass to the Customer upon completion of the project.

Lead Times & Logistics

Vortex' standard lead times are up to 3-4 weeks for embeds, up to 6-8 weeks for Play Products, up to 10 weeks for Water Recirculation Equipment, up to 16 weeks for Elevations and up to 16 weeks for Waterslides. The lead times are contingent upon receipt of signed purchase contract, approved drawings and all applicable color selections. Expected timing for order completion and shipment from the Vortex factory will be communicated to the Customer at the time the purchase contract is accepted by Vortex.

Vortex reserves the right to refuse a customer's delivery date change request if a delivery date confirmation has been previously confirmed/communicated to the customers. Any and all fees related to the delivery will not be the responsibility of Vortex and will be borne by the customer. Storage fees will be charged if the customer is unable or unwilling to receive the product as per the dates communicated by Vortex. The storage fees are payable before release of the shipment.

All products will be wrapped and packaged to mitigate damage during shipment. All shipments must be inspected upon delivery and any damage, errors or omissions on parts must be reported to Vortex at support@vortex-intl.com and the transport company within 24 hours of receipt of goods. Vortex reserves the right to amend and modify the transportation costs based on the customer's request.

Service & Support

Digital operations and maintenance manuals will be provided at the later of either the delivery of the products or completion of the project installation. Vortex is not responsible for coordinating the installation project unless otherwise specified. The Customer is responsible for coordinating installation schedules with Vortex to ensure that the site is ready for Vortex's products and services upon arrival. Vortex reserves the right to bill the

Enquire about our cooperative purchasing programs!

QUOTATION



Customer for (and the Customer agrees to pay) any additional time on site and any additional expenses incurred as a result of the site not being ready for the planned services.

Vortex reserves the right to cancel supervision, installation start-up and commissioning services if Vortex deems the site unsafe or not ready. The Customer is responsible for ensuring a safe working environment for any Vortex or Vortex contracted service technicians. Vortex reserves the right to bill the Customer for (and the Customer agrees to pay) any additional time on site as well as any additional expenses incurred as a result of waiting to rectify an unsafe work condition.

Exclusions

Unless otherwise specified, the following is excluded from Vortex' purchase agreement price and responsibility: Project management and or coordination, loading and unloading, onsite storage, installation services, permits and permit fees, local, state and or health department codes and approvals, OSHA documentation, onsite electrical work, electrical connections, onsite plumbing work and plumbing connections, bonding payment, geotechnical survey work, excavation & removal of materials, concrete surfacing

General Terms & Conditions

The Customer has reviewed local codes/standards as they may apply to the products contained in this order and has noted its acceptance of the design and related product specifications, by signing the Purchase Contract.

Where custom features have been Included, the Customer has indicated acceptance of the custom feature by initializing this agreement. Vortex is not responsible for any damages to the Customer's environment and or landscaping as a result of its products. Any design changes requested after purchase order will be subject to additional fees.

For orders including water recirculating equipment, the Customer is responsible for ensuring the accepted system meets local standards and codes and that all appropriate approvals are obtained, unless otherwise noted.

Vortex may refuse to accept any order for any reason without incurring any liability from the customer.

No Change to this Agreement will be enforceable unless the customer has a signed a Vortex Change Order request.

The Customer agrees to pay on demand the amount of all expenses reasonably incurred by Vortex in efforts to collect the Purchase The Purchaser shall pay reasonable legal costs (fees and disbursements) on a solicitor and own client basis, including fees incurred in both trial and appellate courts or fees incurred without suit and all court costs.

Confidentiality: The design details and specifications of the products included in the Customer's order, including without limitation, fabrication drawings, samples, sketches, photographs, foundation drawings, approval drawings, shipping lists, manuals and any other technical details (collectively, the "Confidential Information") supplied are the property of Vortex and are confidential. The Customer shall not, without prior written consent of Vortex, use the Confidential Information except in connection with the installation and operation of the goods supplied or disclose such Confidential Information to third parties unless compelled by law.

Limitation of Liability: The aggregate liability of Vortex, its affiliates, and their respective employees, directors, officers, agents and contractors for any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of, connected with, or resulting from the manufacture, sale, delivery, installation, resale, repair, replacement or use of any product will in no case exceed the actual portion of the Purchase Price paid by the Customer for that product, or part thereof, which gives rise to the claim. In no event will the Vortex be liable for special, indirect or consequential damages.

Any and all modifications and alterations made to Vortex's products will automatically void and null all warranties.

The limitation of liability contained herein shall survive the termination or expiration of the Purchase Contract

Pricing is valid for a period of 90 days.

Signature

Title

11024 Bailey Road, Suite C
Cornelius, NC 28031
Toll-free: 1-877-586-7839 Fax: +1-514-335-5414
www.vortex-intl.com

Enquire about our cooperative purchasing programs!



QUOTATION

Printed Name



11024 Bailey Road, Suite C
Cornelius, NC 28031
Toll-free: 1-877-586-7839 Fax: +1-514-335-5414
www.vortex-intl.com

Enquire about our cooperative purchasing programs!





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Avanti/Welcome Center plumbing repair
AGENDA DATE: December 30th, 2020

DATE PREPARED: January 12th, 2020
PREPARED BY: Nic Griffin

AMOUNT: \$34,550.00
GL ACCOUNT #: Multiple: \$25,000-350-7550-541310, \$6,500-100-4910-522210,
\$3,050- 100-4900-522210
FUNDING SOURCE: General Fund
BUDGETED ITEM? Partial

PURPOSE: To repair the plumbing issue that has been on-going for 5 years. Peavy construction would come in and re-pipe and vent each fixture that requires a trap and venting.

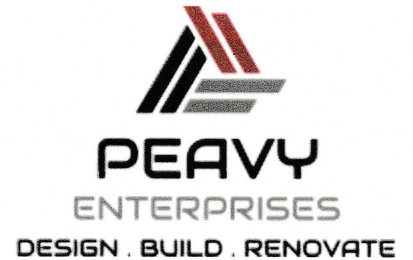
BACKGROUND: The city employees have always experienced a foul odor coming from the bathrooms that are located in the Welcome center and the Avanti building. Staff has tried numerous repairs in hopes to eliminate the sewer smell that seeps out every day. City staff has had multiple plumbing companies come out and try to figure this issue out. We are under the impression that the issue is because of the vents losing prime and allowing the toilet and floor drain traps to run dry. To correct this issue, Peavy Enterprises has been the only company to propose a complete re-work of all the venting and plumbing in both sections of the building. This requires demo work that would shut down the facilities bathrooms for a few days. We have made arrangements to accommodate the City employees, while the work is being done.

STAFF RECOMMENDATION: Staff recommends that the City of Villa Rica engage with Peavy Enterprises for the work to be completed. Peavy Enterprises has worked up a proposal that would hopefully solve this sewer smell leakage. This work includes bathroom renovations such as replacing all toilets, stalls, vanity cabinets, flooring and concrete. This project scope is an approved capital item. The cost is \$3,050 over the budgeted amount. This amount would come from the M/R buildings fund.

IMPACT: The impact of this work being approved will supply City employees with a work environment that is not subject to the constant foul odor in the facilities.

MOTION: I move to authorize City staff to engage with Peavy Enterprises for the plumbing repair and the bathroom renovations in the amount of \$34,550.00.

Peavy Enterprises Inc.
728 Caravan Ct.
Villa Rica GA, 30180



City of Villa Rica (Nic Griffin)
Avanti Building

ESTIMATE

Estimate # 0000038

Estimate Date 10/20/2020

Item	Description	Unit Price	Quantity	Amount
	- Bathroom renovations- - Demo existing bathrooms to include toilets, stalls, vanity cabinets, flooring and concrete to access plumbing. - Plumbing Will include re-venting of 7 toilets, 2 urinals, floor drains and vanity sinks. Venting will consist of using existing piping that penetrates roof If possible. If determined that is not possible, new vent penetrations will be made and have been accounted for. Will install trap primers on all floor drains. Will scope any Plumbing drain lines possible to rule out any damage or blockages. Will evaluate and inspect 8th toilet that is in adjacent office (with the long 4 inch sewer attached to the wall) * Any damaged piping will be fixed at extra cost* - Concrete Replace all concrete that was removed with new 3000 PSI concrete to a smooth trowel finish. Will dowel in #4 rebars to existing slab for stability. Vapor barrier included. - Flooring New LVP will be installed in all bathrooms. * Color and type by City* New cove base to be installed around perimeter of bathrooms. - Stalls Will provide and install new bath stalls and will be in existing location. Color TBD	34550.00	1.00	34,550.00

- Vanity cabinets

New cabinets will be provided and installed to be relevant to existing. Install to include all attachments, sinks, drains, supply lines caulking, countertops, and fixtures. *Fixture style and type by City*

- Sheet rock

Demo will remain to a minimum and only be in areas to access plumbing inside walls. Hanging and finishing has been included.

- Drop ceiling

Will replace all drop ceiling inside bathrooms with new 2x2 white grid and 2x2 tiles.

- Electrical

Will furnish and install new 2x2 lay-in LED fixtures. Approx 2 per bathroom.

- Paint

Will furnish and apply new paint to all bathroom wall surfaces.

All labor profit and overhead has been included.

Change orders or unforeseen circumstances will be addressed and approved before continuing work.

NOTES: This estimate shall be a contract between The City of Villa Rica and Peavy Enterprises Inc. for the above scope and price. Please sign and return.

Pay terms:

50% on start date.

50% upon completion.

Thank you!

	Subtotal	34,550.00
	Total	34,550.00
	Amount Paid	0.00
	Estimate	\$34,550.00



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 70 Horace Luther Drive (SE Trans leased building)
AGENDA DATE: January 12th, 2021

DATE PREPARED: January 8th, 2021
PREPARED BY: Nic Griffin

AMOUNT: \$13,000
GL ACCOUNT #: 321-6510-541300
FUNDING SOURCE: 2015 Carroll County SPLOST
BUDGETED ITEM? No

PURPOSE: To engage KBS Heating and Cooling to replace a 7.5-ton unit located at 70 Horace Luther Drive, Villa Rica, Georgia 30180.

BACKGROUND: The City currently leases out this building to SE Trans. This particular 7.5 ton hvac unit supplies an entire portion of the building with air conditioning. Staff received notice that the system would not turn on and that it was cold in the building. After inspection, we found that the unit's compressor has locked up and is not repairable. We have supplied some portable heaters for the time being but that is not substantial enough to be a long term solution. We looked into possibly replacing just the compressor but being that this unit runs off of R-22 type refrigerant, it would not be wise because of how little we would save. The replacement compressors are also backordered for eight weeks.

STAFF RECOMMENDATION:

Staff recommends engaging KBS heating and cooling to replace the existing hvac unit with a new carrier 7.5-ton system.

IMPACT:

This will provide the facility with a heating and cooling system that will be functional.

MOTION:

I move to authorize the City Manager to engage KBS Heating and Cooling to replace a 7.5-ton carrier hvac system in the amount of \$13,010.

KBS HEATING AND COOLING, INC.

146 Edge Road,
Villa Rica, GA 30180

GA REG - CN208872

Phone: 770-439-6677 • FAX: 678-715-0991

7.5 Ton Split
Heat-Pump
Replacement

Date: 1-7-2021

Phone: Home 010 LIBRARY BUILDING

Customer Name: CITY OF VILLA RICA

Phone: Work _____ Fax _____

Address: _____

Job Location: 70 HORACE LUTHER DR.

City, State, Zip: _____

Job City, State, Zip: VILLA RICA, GA. 30180

We will furnish, install and service the equipment listed below at the price, terms and conditions outlined on both sides of this proposal.

EQUIPMENT SPECIFICATIONS

Brand: EXISTING / Carrier Model Number(s): Indoor M# 40RMQ008 o/p 38ARQ008-501

Brand: New / Carrier Model Number(s): Indoor M# 40RVQA08 o/p 38AVQA08

SEER _____ EER _____ AFUE _____ Btuh Cooling _____ Btuh Heating _____ CFM _____

Air Cleaner Model _____ Humidifier Model _____ Thermostat Model _____

Installation shall include: Requested Service @ The above location, Found defective (Grounded) Compressor In Out-Door Heat-Pump, Recommend Replacing System Due To AGE OF Equipment as well as System Having R-22 Type Refrigerant. Replacement To Include New Listed Indoor Air-Handler, New 25KW Heaters, New 7.5 Ton Out-Door Heat-Pump. Proposal Includes Equipment Materials, Labor, Crane Fee. Includes Factory Warranty & FACTORY START-UP.

Please place an "X" in the boxes that apply to this Proposal/Agreement.

- | | | |
|---|---|---|
| ☐ New _____ Amp disconnect | ☐ Remove existing equipment from premises | ☐ Install UL approved flue liner |
| ☐ New _____ Amp electric service | ☐ Install energy saving setback thermostat | ☐ New condensate drain system |
| ☐ New low voltage wiring | ☐ New copper wire from _____ to _____ | ☐ New condensate pump with safety switch |
| ☐ New ground wire for furnace | ☐ _____ new supply diffuser(s) | ☐ Install aux. condensate drain pan with safety switch |
| ☐ New reinforced equipment pad | ☐ _____ new return ducts | ☐ New high efficiency air cleaner |
| ☐ New vibration isolation pads | ☐ New duct run from _____ to _____ | ☐ New humidification system |
| ☐ New properly sized refrigerant lines | ☐ Noise reducing flexible duct connector | ☐ Meet all code requirements |
| ☐ New clean, dry ACR copper tubing | ☐ Provide for external combustion air | ☐ Complete system start up |
| ☐ Insulate refrigerant suction line(s) | ☐ New gas piping from _____ to _____ | ☐ <u>5</u> year parts warranty |
| ☐ Install refrigerant drier(s) | ☐ New vent pipe and cap | ☐ <u>1</u> year labor warranty |
| ☐ Charge to manufacturer's specs | ☐ Clean work area to customer's satisfaction | ☐ <u>3</u> year compressor warranty |
| ☐ Evacuate refrigerant system | | ☐ _____ furnace heat exchange warranty |
| ☐ Mastic seal all plenums | | ☐ _____ year service agreement |
| ☐ Replace supply plenum | | |
| ☐ Replace return plenum | | |

☐ Option (below) ☐ Alternative (below) ☐ Is (☐ Is Not) included in price

1- Carrier 7.5 Ton 008/230V PH3
Split Heat-Pump System.

Total Investment \$ 13,010.⁰⁰

Down Payment \$ _____

Balance Due \$ _____

Terms: _____

Acceptance (Customer)

Approval (Company)

By: _____ Date: _____

By: Pherrin Date: 1-8-21

This proposal may be withdrawn if not accepted in 30 days.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Active shooter hard armor/plate vests – Spartan Armor Systems

AGENDA DATE: 01/05/2021

DATE PREPARED: 12/21/2020

PREPARED BY: Chief Michael P. Mansour

AMOUNT: \$15,298.11

GL ACCOUNT #: 100-3210-531600

FUNDING SOURCE: General Fund (fundraiser)

BUDGETED ITEM? No

PURPOSE: To equip each sworn officer with hard armor/plate vests capable of defeating ammunition from higher caliber firearms. These vests will be utilized during times of enhanced/known threats of gunfire or other officer safety concerns.

BACKGROUND: VRPD currently purchases and issues concealable soft body armor to all sworn officers. However, as active shooter incidents have become more common in our nation, the need to provide elevated ballistic protection to the officers became a goal. VRPD began a fundraising effort in late 2019 to work towards this objective. Those efforts have resulted in sufficient funds to complete this purchase.

STAFF RECOMMENDATION: We recommend that you allow the police department to purchase the equipment through Spartan Armor Systems. Spartan Armor Systems offers a hard armor/vest package with options including magazine pouches, a tourniquet pouch, attachment areas for medical equipment, and a protective bag to contain the vest when not in use.

IMPACT: This purchase will provide sworn officers with the hard armor/plate vests capable of enhancing their personal safety, and resulting in greater operational capability of VRPD officers.

MOTION: I move to allow the police department to purchase 47 hard armor / plate vests from Spartan Armor Systems for the amount of \$15,298.11 utilizing a portion of the fundraiser money.

Invoice

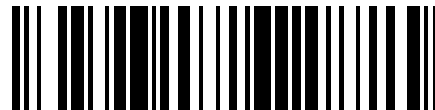
Estimate



Spartan Armor Systems

Address
1830 W Copper St
Tucson, AZ 85745
Phone: (520) 396-3335
Email: admin@spartanarmorsystems.com

Order #	Date
S12055	12/07/2020



Bill To:	Ship To:
Villa Rica Police Department Attn: Lt. Hunter Ethredge 101 Main St Villa Rica, GA 30180	Villa Rica Police Department Attn: Lt. Hunter Ethredge 101 Main St Villa Rica, GA 30180
Customer: Villa Rica Police Department	Contact: Villa Rica Police Department

Memos

Date	User	Memo
Sales Rep	Payment Terms	FOB Point
wburtness	Net 30	Origin
Carrier	Ship Service	Date Scheduled
USPS1		12/07/2020

Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
1	Kit	SBT-ACTSHOOT550-FC-BK - Spartan AR550 Body Armor and SBT Defender Active Shooter Package	\$387.49	47 ea	\$ 18,212.03
2	Sale	SBT-ACTSHOOT-BK - Shellback Defender Active Shooter Kit	\$0.00	47 ea	\$ 0.00
3	Sale	SAS-5501012-SGL-FC - AR550 Armor 10x12 Single Plate - Full Coat	\$0.00	94 ea	\$ 0.00
4	Subtotal	Subtotal			\$ 18,212.03
5	Discount	LEO 30 kit discount			-\$ 2,913.92
6	Subtotal	Subtotal			\$ 15,298.11

Subtotal:	\$15,298.11
Sales Tax:	\$0.00
Total:	\$15,298.11
Paid:	\$0.00
Balance Due:	\$15,298.11

Approval:_____ Date:_____



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Emergency Repair of the North Plant #1 Aerator Gearbox and Motor.

AGENDA DATE: January 12, 2021

DATE PREPARED: January 11, 2021

PREPARED BY: Pete Zorbanos

AMOUNT: \$23,870.00

GL ACCOUNT #: 505-4440-522200

FUNDING SOURCE: Water/Sewer Fund

BUDGETED ITEM? Yes

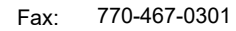
PURPOSE: To engage a contractor to rebuild the North Plant #1 Aerator gearbox and motor.

BACKGROUND: Due to a bearing failure on the #1 Aerator, the gear box was damaged and the main shaft thrown out of alignment. Without the use of the #1 Aerator, all the plant flow had to be diverted to the #2 Aeration Basin making it difficult to maintain the required dissolved oxygen for the biological treatment process.

STAFF RECOMMENDATION: Staff recommends that we engage Goforth Williamson, Inc. to rebuild the North Plant #1 Aerator gearbox and motor in an amount not to exceed \$23,870.00.

IMPACT. The refurbished Aerator will provide the needed motive energy to move the flow through the aeration process while infusing the necessary dissolved oxygen into solution for the biological process and thereby maintain regulatory compliance.

MOTION: I move that we engage Goforth Williamson, Inc. to rebuild the North Plant #1 Aerator gearbox and motor in an amount not to exceed \$23,870.00.



SAME

Terms		Ship Via	Salesperson
Net 30 Days		GWl Truck	JGBOS
Quantity	Description	Unit Price	Amount
	Reference: Flender Gearbox PER YOUR REQUEST, WE ARE PLEASED TO QUOTE THE FOLLOWING:		
	Line: 001 Part: FLENDER GEARBOX Type:XS9L225 Expiration Date: 17-Jan-21 Rev: BUDGET Scope of Work 1. Travel to site and pull gearbox and motor using crane service. 2. Deliver gearbox and motor to GWl Service Center. 3. Disassemble gearbox complete. 4. Inspect and record all critical dimensions. 5. Sandblast and clean parts to be reused. 6. Provide and install the following: a) 2 ea. – 33208 Bearing b) 2 ea. – 32310 Bearing c) 2 ea. – 32313 Bearing d) 2 ea. – NCF 2940 Bearing e) 1 ea. – 24126 Bearing f) 3 ea. – Lip Seals 7. Assembly gearbox complete. 8. Paint and prep gearbox for delivery. 9. Deliver gearbox to site and install using crane service. Note: This quote is for budgetary purposes only. Any work outside the above scope of work will require a revised scope and quote. No further work will be performed without approval of changes. Delivery is TBD upon receipt of order. Quote Prepared by Nathan Beasley / Project Manager Cost Breakdown Labor.....\$8,590.00 Material.....\$10,785.00		



Goforth Williamson, Inc.
 Mail To: 373 O'Dell Road
 Ship To: 377 O'Dell Road
 Griffin, GA 30224
 United States of America

Ph: 770-467-0303

Fax: 770-467-0301

Quote

ID: 215915

Date: 18-Dec-20

To

Villa Rica, City of
 571 West Bankhead Hwy
 Villa Rica, GA 30180
 United States of America

Quote To

SAME

Ph: 770-459-7000

Terms		Ship Via		Salesperson
Net 30 Days		GWI Truck		JGBOS
Quantity	Description	Unit Price	Amount	
	Crane Service.....\$2,500.00			
1	For the above scope of work, GWI Quotes: ea	\$21,875.00	\$21,875.00	
	Line: 002 Part: RELIANCE MOTOR Frame:286HP; 30HP Expiration Date: 17-Jan-21 Rev: BUDGET Scope of Work 1. Disassemble motor complete. 2. Inspect and record all critical dimensions. 3. Steam and bake motor stator. 4. Provide and install the following: a) 2 ea. – 6310 Bearings 5. Dynamically balance rotating assembly to ISO G1.0 Specification. 6. Assemble motor complete. 7. Paint and prep motor for delivery. 8. Deliver motor to site and install with gearbox. Quote Prepared by Nathan Beasley / Project Manager Cost Breakdown Labor.....\$1,360.00 Material.....\$635.00 For the above scope of work, GWI Quotes: 1 ea			
		\$1,995.00	\$1,995.00	
	PLEASE NOTE: 1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location. 2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special	Total:	\$23,870.00	



Goforth Williamson, Inc.
 Mail To: 373 O'Dell Road
 Ship To: 377 O'Dell Road
 Griffin, GA 30224
 United States of America

Ph: 770-467-0303

Fax: 770-467-0301

Quote

ID: 215915

Date: 18-Dec-20

To

Villa Rica, City of
 571 West Bankhead Hwy
 Villa Rica, GA 30180
 United States of America

Quote To

SAME

Ph: 770-459-7000

Terms		Ship Via		Salesperson
Net 30 Days		GWI Truck		JGBOS
Quantity	Description	Unit Price		Amount
	Paperwork. 3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card. A 5% surcharge will be added to the invoice amount. 4. GWI will provide 1-year warranty on workmanship and materials from the date of delivery 5. Please reference Quote on Purchase order and send your Purchase orders to PurchaseOrders@GoforthWilliamson.com THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS QUOTE. PLEASE CALL 770-467-0303, OR YOUR SALES REP, IF YOU HAVE ANY QUESTIONS.			



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Professional Services Agreement with Michael Bledsoe and The Engineering Group

AGENDA DATE: January 12, 2021
PREPARED BY: Tom Barber

DATE PREPARED: December 28, 2020

AMOUNT: n/a
FUNDING SOURCE: n/a

GL ACCOUNT #: n/a
BUDGETED ITEM? n/a

PURPOSE: To approve a professional services agreement with The Engineering Group (TEG).

BACKGROUND: We have recently completed the culvert replacement job in our industrial park and are installing the Edge Road water line extension. The Highway 78 water line extension has been designed and easements acquired. We continue to work on plans for the Mirror Lake Connector, North Bypass, Water Treatment Plant, and numerous sewer system additions. The North Avenue water line extension is also in design and should go to bid soon.

We are primarily relying on Keck & Wood, Carter & Sloope, BM&K, Brennan Jones, and Falcon Design for this work. While we are making progress a number of other projects still need our attention. The wish list includes the repair of numerous lift stations and manholes, videoing our sewer lines, maintenance of our sewer easements, the demolition and removal of the Sunset water tank, installation of isolation valves to facilitate water leak repair, the elimination of dead-end water lines, upgrading our SCADA system, improving our GIS data, and being able to model our water system.

Staff would therefore like to engage another engineer to assist with these efforts. Michael is a graduate of Southern Tech and a registered PE with about twenty years of experience assisting municipalities with their water and sewer systems. Mike comes highly recommended by Brennan Jones and should provide some much-needed depth to the talent pool we currently draw from.

STAFF RECOMMENDATION: Staff recommends we engage The Engineering Group to assist us with the design and oversight of some of our outstanding water and sewer projects. Projects will be brought to City Council for approval as required by our purchasing policy.

IMPACT: TEG's hourly fees are included on Attachment A.

MOTION: I move that we authorize the City Manager to engage Michael Bledsoe and The Engineering Group to provide engineering services to the City.

THE ENGINEERING GROUP

INCORPORATED

December 8, 2020

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

REF: Professional Services
City of Villa Rica, Georgia

Dear Mr. Barber:

The Engineering Group, Inc. (TEG) is pleased to submit this general Scope of Work and Fee Proposal to provide professional services for the evaluations, design, and consultation services as requested by you or your staff. These efforts will be on an as needed basis and task related. They will generally consist of providing design, drafting services, tasks relating to water, wastewater, and Erosion & Sediment design, permitting, maintenance, and assistance with local agencies and approving authorities.

The City of Villa Rica (CITY) will be responsible for providing TEG with a task specific scope of requested services. CITY will also be responsible for final approval of any proposed efforts, designs, and/or services recommended by TEG. TEG will inform CITY when professional services outside TEG's expertise are required, and TEG will provide all necessary coordination between these disciplines to accomplish the task. These additional professional services may include Surveying, Geotechnical, Structural, and Electrical Engineering, etc.

Services provided by TEG will be invoiced monthly on a Time & Material basis in accordance with the attached Fee Schedule. In the event a specific task is requested, it is possible to provide a Lump Sum, Not to Exceed, Fee if desired. Should you choose to accept this proposal, please execute an original and return for our file. Any work provided by TEG to date will be governed by this proposal unless contracted under a separate Proposal. The attached Terms & Conditions are considered a part of the proposal.

The Engineering Group, Inc. would like to thank you for the opportunity to be of service to you and the City of Villa Rica. Should you have any questions, please call.

Sincerely,



Michael P. Bledsoe, P.E.

enclosure

ACCEPTANCE DOCUMENT

The Engineering Group, Inc.
Watkinsville, Georgia

Proposal of Year 2020/2021
For
City of Villa Rica
Professional Services

ACCEPTED BY:
City of Villa Rica

By: _____ Title: _____

Date: _____

ATTACHMENT "A"

HOURLY FEE SCHEDULE

**The Engineering Group, Inc.
Watkinsville, Georgia**

for

City of Villa Rica

General Services

December 8, 2020

PROJECT MANAGER	\$150.00/HOUR
------------------------	----------------------

TECHNICIAN	\$75.00/HOUR
-------------------	---------------------

Expenses are billed with a factor of 1.15.

TERMS AND CONDITIONS

1. GENERAL SCOPE OF THIS AGREEMENT

The relationship of The Engineering Group, Inc. (TEG) to the client will be that of a professional consultant, and TEG will provide the professional and technical services required under this Agreement or Proposal in accordance with the applicable acceptable professional practices and ethical standards.

2. WARRANTY AND LIABILITY

A. Standard of Care: Services under this contract will be performed in accordance with that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same locality. No other warranty, expressed or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made.

B. Limitations of Liability: It is agreed that client will limit any and all liability for any damage for of any error, omission or other professional negligence to a sum not to exceed \$25,000.00 or the amount of the fee, whichever is greater. If client prefers to have higher limits of professional liability, the limits can be increased to a maximum of five-hundred thousand (\$500,000) dollars upon client written request at the time of acceptance of this proposal provided that client agrees to pay an additional consideration of 10 percent of the total fee or \$1,000.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not a charge for additional professional liability insurance.

C. Claims: In the event that client makes a claim against our company, at law or otherwise, for any alleged error, omission, or other act arising out of the performance of these professional services and client fails to prove such claim, then the client shall pay all cost incurred by our company in defending itself against the claim. Such costs include, but are not limited to personnel related costs, attorney's fees, court costs and other claim-related expenses.

3. INSURANCE

Our company agrees to maintain statutory workers' compensation coverage as required, employer's liability, professional liability and liability insurance coverage. Certificates can be issued upon request identifying details and limits of coverage as mutually agreed upon between the parties.

4. SAFETY

Should our company provide observations or monitoring services at the project site during construction, 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 the work and compliance with OSHA regulations, and these requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by our company does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

5. PROTECTION OF PROPERTY

It shall be the responsibility of the client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests or boring locations. Our company will take reasonable precautions to prevent damage to property. We will not be liable for damage to prevent damage to property. We will not be liable for damage or injury arising from damage to subterranean structures (pipes, tanks, telephone cables, etc.) which are not called to our attention and correctly shown on the plans furnished us. Client agrees to indemnify and hold harmless our

company from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions and for damages to subsurface structures owned by client or third parties occurring in the performance of the proposed services, whose presence and exact locations were not revealed to us in writing, and to reimburse us for expenses in connection with any such claims or suits, including reasonable attorney's fees.

6. RIGHT OF ENTRY

Unless otherwise specified, the client will furnish an authorized representative and their equipment the right-of-entry to the project site to perform the work. Reasonable precautions will be taken to minimize damage to the land from use of our equipment. If the client desires us to restore the land, the cost will be added to the fee.

7. FIELD MONITORING AND TESTING

Client agrees that our company may be required to make on-site observations appropriate to the construction stage. The client further agrees that our company will not assume responsibility for the contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that the field services provided by our company will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision," "inspection," or "control" are used to mean periodic observation of the work and the condition of tests by the consultant to verify substantial compliance with the plans, specifications and design concepts. Continuous monitoring by our employees does not mean that our company is observing placement of all materials.

8. HAZARDOUS SUBSTANCES

Client agrees to advise us prior to our beginning work of any hazardous substances on or near the site. In the event that test samples obtained during our work contain substances hazardous to health, safety or the environment, these samples remain the property of the client. Likewise, any equipment contaminated during our services which cannot be reasonably decontaminated shall become the property and responsibility of client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment. It is understood and agreed that this contract does not contemplate handling of, or design including use of, any hazardous waste material. Therefore, owner agrees to hold harmless, defend and indemnify architect engineer for all claims, lawsuits, expenses or damages arising from or related to the handling, use, treatment, purchase, sale, storage or disposal of any hazardous waste materials (or hazardous materials in general).

9. TERMINATION

In the event that the client requests termination of the work prior to completion, we reserve the right to complete such analyses and records as are necessary to place our files in order and, when considered necessary by us to protect our professional reputation, to complete a report on the work performed to date. A termination charge to cover the costs thereof in an amount not to exceed 30 percent of all charges incurred to the date of the stoppage of work may, at our discretion, be made. The Engineering Group, Inc., may terminate this work at any time due to non-payment of invoices and failure of the client to provide necessary information. The termination of this agreement by The Engineering Group, Inc. does not relieve the client of any liability or fees due.

10. GOVERNING LAW

This agreement shall be governed in all respects by the laws of the State of Georgia.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: General Election 2021 – Qualifying Fees

AGENDA DATE: January 12, 2021

DATE PREPARED: December 31, 2020

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To establish the qualifying fees for the General Election to be held on Tuesday, November 2, 2021.

BACKGROUND: A General Election will be held on Tuesday, November 2, 2021.

STAFF RECOMMENDATION: Staff recommends approval of the following qualifying fees:

Council Member, Ward 3	\$270.00
Council Member, Ward 4	\$270.00
Council Member, Ward 5	\$270.00

IMPACT: Approval of fees will allow the City Clerk to post the required public notice by the February 1 deadline.

MOTION: I move to approve the Qualifying Fees for the November 2, 2021 General Election as listed above.

PUBLIC NOTICE

CITY OF VILLA RICA, GEORGIA

NOVEMBER 2, 2021 ELECTION

IN ACCORDANCE WITH O.C.G.A. §21-2-131(a)(1)(A), QUALIFYING FEES FOR THE NOVEMBER 2, 2021 ELECTION HAVE BEEN ESTABLISHED AND ARE HEREBY SET AS FOLLOWS:

COUNCIL MEMBER, WARD 3	\$ 270.00
COUNCIL MEMBER, WARD 4	\$ 270.00
COUNCIL MEMBER, WARD 5	\$ 270.00

A CANDIDATE MAY FILE A PAUPER'S AFFIDAVIT INSTEAD OF PAYING A QUALIFYING FEE. IN DOING SO THE CANDIDATE SHALL, UNDER OATH, AFFIRM HIS/HER POVERTY AND HIS/HER RESULTING INABILITY TO PAY THE QUALIFYING FEE OTHERWISE REQUIRED. SUCH ACTION ALSO REQUIRES THE INDIVIDUAL TO SUBMIT A QUALIFYING PETITION FOR FILING AS A PAUPER SIGNED BY 1% OF THE TOTAL REGISTERED VOTERS ELIGIBLE TO VOTE IN THE LAST ELECTION FOR THE FILLING OF THE OFFICE THE CANDIDATE IS SEEKING AND THE SIGNERS OF SUCH PETITION SHALL BE REGISTERED AND ELIGIBLE TO VOTE IN THE ELECTION AT WHICH SUCH CANDIDATE SEEKS TO BE ELECTED.

ALISA DOYAL, CITY CLERK
CITY OF VILLA RICA



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approval of Resolution to Purchase Lot 11 in Tanyard Village

AGENDA DATE: January 12, 2021

DATE PREPARED: December 31, 2020

PREPARED BY: Tom Barber

AMOUNT: \$50,000

GL ACCOUNT #: n/a

FUNDING SOURCE: General Fund

BUDGETED ITEM? No

PURPOSE: To approve a resolution to purchase Lot 11 of Tanyard Village.

BACKGROUND: The City recently constructed a sewer relief line to improve the sewer system's collection capacity between I-20 and Highway 78. Access to this section of sewer line is limited and maintenance is therefore difficult.

STAFF RECOMMENDATION: To resolve this issue staff recommends the purchase of vacant lot number 11 in Tanyard Village, and in exchange the City releases a \$50,000 maintenance bond for street improvements. These improvements will be made as part of next year's paving contract with Baldwin.

IMPACT: Acquisition of this land will enable the City to construct an access road to the sewer line immediately north of I-20.

MOTION: I move to adopt the resolution authorizing the Mayor and City Clerk to execute any and all documents necessary to acquire Lot 11 of Tanyard Village.

RESOLUTION
CITY OF VILLA RICA

WHEREAS, the City of Villa Rica has entered into an agreement with Benchmark International, Inc. and Ridge Cole Homes to purchase property known as Lot 11, Tanyard Village Development, Villa Rica, Georgia; and

WHEREAS, the City of Villa Rica has obtained a title report on said property; and

WHEREAS, the City of Villa Rica does desire to close the purchase of said property.

NOW, THEREFORE, be it hereby resolved that the City of Villa Rica does hereby approve the purchase of the attached property from Benchmark International, Inc. and Ridge Cole Homes upon the terms of a purchase contract between the parties.

The Mayor and City Clerk are authorized to execute any and all documents on behalf of the City necessary to close the transaction for a purchase price as set forth in the purchase agreement.

IT IS SO RESOLVED, this _____ day of January, 2021.

Gil McDougal, Mayor

ATTEST:

Alisa Doyal, City Clerk

CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

This Contract for Purchase and Sale of Real Estate dated this ____ day of _____, 2021 by and among **BENCHMARK INTERNATIONAL, INC. and RIDGE COLE HOMES** (the "Seller"), and **THE CITY OF VILLA RICA** (the "Purchaser").

In consideration of the mutual covenants herein contained and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 **AGREEMENT TO BUY AND SELL**

Seller hereby agrees to sell and Purchaser hereby agrees to purchase property commonly known as Lot 11, Tanyard Village Development, Villa Rica, Carroll County, Georgia and being more particularly described on Exhibit "A" which is incorporated herein.

ARTICLE 2 **PURCHASE PRICE AND PAYMENT**

2.1 The purchase price shall be the release of Benchmark International, Inc., Larry Boggs, Ridge Cole and Southern Ridge Homes from future responsibility to provide the finish coat on all streets and maintenance responsibility regarding the sanitary and storm water sewer system in the Tanyard Development as described in Exhibit "B". Purchaser would also release any maintenance bond posted by Seller in the amount of \$50,000.00.

2.2 It is acknowledged that Ridge Cole Homes has an option to purchase the property. By execution of this agreement and in consideration of the purchase price below, Ridge Cole Homes waives its option to purchase the property.

ARTICLE 3 **TITLE OBJECTIONS**

3.1 At Purchaser's expense, Purchaser shall examine title to the property and provide a list of title objections to Seller. Seller shall transfer title by General Warranty Deed to Purchaser.

3.2 If Seller shall fail to correct such legal defects within thirty (30) days, then Purchaser shall have the choice of:

- (a) Accepting the Property with such legal defects within ten (10) days; or
- (b) Declining to accept the Property with such legal defects following the end of the period provided above for the correction by Seller of such legal defects.

3.3 The marketability of title and conditions of title which cause the title to be unmarketable shall be determined in accordance with the laws of the State of Georgia as supplemented by the Title Standards of the State Bar of Georgia. Should the parties disagree as to the marketability of title "good and marketable fee simple title" shall be deemed to exist when such title exists as is acceptable to a title insurance company selected by Purchaser which title company will issue its owners title policy on the current ALTA owners policy form customarily used for commercial land purchases at its standard rate subject to any permitted exceptions and standard permitted exceptions in said title policy except said policy shall contain no exclusion attributable to the lack of a complete survey of the Property. Purchaser shall pay all expenses and premiums relative to obtaining such title insurance.

ARTICLE 4 **CLOSING**

4.1 Unless otherwise agreed in writing by the parties, closing shall take place within thirty (30) days from the date set forth above at the law offices of Tisinger Vance, P.C.

4.2 There shall be conveyed at closing, good and marketable fee simple title to the Property.

4.3 Purchaser shall bear the responsibility for taxes for the current year, if any.

4.4 Purchaser shall be responsible for all closing costs.

ARTICLE 5 **BROKER AND COMMISSION**

The parties acknowledge that no realtor is entitled to a commission in this transaction and each shall indemnify the other for any claims for commission made through the Purchaser or Seller.

ARTICLE 6 **GENERAL**

6.1 Benefit. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

6.2 Possession. Seller shall relinquish possession, and Purchaser is entitled to possession immediately, upon closing.

6.3 Entire Agreement. All understandings and agreements heretofore had between the parties hereto are merged into this Agreement, which alone fully and completely expresses their agreement. This Contract is entered into after full investigation and neither party is relying upon any statement or representation not embodied in this Contract made by the other.

6.4 Amendment. This Contract may not be altered or amended in any manner except by written agreement signed by the parties.

6.5 Construction. No provision of this Agreement shall be construed against any party because such party drafted or structured such provision.

6.6 Representations. Seller is not aware of any environmental problems on the Property.

ARTICLE 7 **DEFAULT**

7.1 Default by Seller. If Seller is unable to give good and marketable title to the Property or such as will be insured by a reputable title insurance company as provided in Article 3 hereof, then Purchaser shall have the option of (a) taking such title as Seller can give, or (b) cancelling the transaction in which case there shall be no further liability or obligation by either of the parties hereunder and this Agreement shall become null and void.

IN WITNESS WHEREOF, this Agreement may be executed in counterparts each of which shall, without proof or accounting for the other counterparts, be deemed an original thereof, as of the date first above set forth.

SELLER:

BENCHMARK INTERNATIONAL, INC.

RIDGE COLE HOMES

PURCHASER:

CITY OF VILLA RICA

By: _____
Mayor, City of Villa Rica

Attest:

City Clerk

CITY COUNCIL
GIL MCDOUGAL, MAYOR
DANNY CARTER, MAYOR PRO-TEM
SHIRLEY MARCHMAN
LESLIE MCPHERSON
MATTHEW MOMTAHAN
MICHAEL YOUNG

City of Villa Rica



CITY MANAGER: TOM BARBER
CITY CLERK: ALISA DOYAL
CITY ATTORNEY: C. DAVID MECKLIN

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

SPECIAL CALLED CITY COUNCIL MEETING MINUTES

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street

December 7, 2020 | 6:00 PM

Meeting Call to Order (Mayor Pro Tem Danny Carter)

Mayor Pro Tem Danny Carter called the meeting to order at 6:00 pm.

Present: Mayor Pro Tem Danny Carter, Councilman Danny Carter, Councilwoman Shirley Marchman, Councilwoman Leslie McPherson, Councilman Matthew Momtahan and Councilman Michael Young. Mayor Gil McDougal was absent.

Adoption of Agenda (Mayor Pro Tem Danny Carter)

Councilwoman Shirley Marchman moved to adopt the agenda.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Shirley Marchman, Councilwoman
SECONDER:	Michael Young, Councilman
AYES:	Marchman, Young, Carter, McPherson, Momtahan

Public Comment

No public comments.

A. Public Hearing - Redevelopment Plan and Associated Tax Allocation District (TAD)

No public comments.

B. Adjournment

Councilwoman Shirley Marchman moved to adjourn, seconded by Councilwoman Leslie McPherson. The vote was unanimous. Mayor Pro Tem Danny Carter adjourned the meeting.

Danny Carter, Mayor Pro Tem

Alisa Doyal, City Clerk

CITY COUNCIL
GIL MCDOUGAL, MAYOR
DANNY CARTER, MAYOR PRO-TEM
SHIRLEY MARCHMAN
LESLIE MCPHERSON
MATTHEW MOMTAHAN
MICHAEL YOUNG

City of Villa Rica



CITY MANAGER: TOM BARBER
CITY CLERK: ALISA DOYAL
CITY ATTORNEY: C. DAVID MECKLIN

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

MEETING MINUTES SPECIAL CALLED VILLA RICA REDEVELOPMENT AGENCY Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street December 8, 2020 | 3:00 PM

Meeting Call to Order (Mayor Gil McDougal)

Mayor Gil McDougal called the meeting to order at 3:00 pm.

Present: Mayor Gil McDougal, Mayor Pro Tem Danny Carter, Councilman Danny Carter, Councilwoman Shirley Marchman, Councilwoman Leslie McPherson, Councilman Matthew Momtahan and Councilman Michael Young.

Adoption of Agenda (Mayor Gil McDougal)

Councilman Danny Carter moved to adopt the agenda.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman
SECONDER:	Michael Young, Councilman
AYES:	Carter, Young, Marchman, McPherson, Momtahan

A. Governing Body

1. Appointments of Chairman and Vice-Chairman

Councilman Danny Carter moved to appoint the Mayor as the Chairman and the Mayor Pro Tem as the Vice Chairman.

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

2. Submission of the Redevelopment Plan from the Redevelopment Agency to the City Council

Councilman Danny Carter moved to submit the Redevelopment Plan to the Mayor and City Council.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman
SECONDER:	Leslie McPherson, Councilwoman
AYES:	Carter, McPherson, Marchman, Young, Momtahan

B. Adjournment

Councilman Michael Young moved to adjourn, seconded by Councilman Danny Carter. The vote was unanimous. Chairman Gil McDougal adjourned the meeting.

Gil McDougal, Chairman

Danny Carter, Vice Chairman

CITY COUNCIL
GIL MCDOUGAL, MAYOR
DANNY CARTER, MAYOR PRO TEM
SHIRLEY MARCHMAN
LESLIE MCPHERSON
MATTHEW MOMTAHAN
MICHAEL YOUNG

- City of Villa Rica



CITY MANAGER: TOM BARBER
CITY CLERK: ALISA DOYAL
CITY ATTORNEY: C. DAVID MECKLIN

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

CITY COUNCIL MEETING MINUTES

Holt-Bishop Justice Center, 101 Main Street
Tuesday, December 8, 2020 | 6:00 pm

Meeting Call to Order (Mayor Pro Tem Danny Carter)

Mayor Pro Tem Danny Carter called the meeting to order at 6:00 pm.

Present: Mayor Pro Tem Danny Carter, Councilwoman Shirley Marchman, Councilman Matthew Momtahan, Councilwoman Leslie McPherson, and Councilman Michael Young.

Absent: Mayor Gil McDougal

Invocation: Pastor Marty McClain, Teaching Pastor from West Hills Church, gave the Invocation.

Pledge of Allegiance: Officer Jason Miller, Villa Rica Police Department, led the Pledge of Allegiance.

Ceremonial Presentations (Mayor & Council)

- Recognition of Employee Anniversary – Jerry Noel Brown was recognized for 5 years of Service with the City.
- WaterFirst Presentation by Ansley Jones, Georgia Environmental Finance Authority (GEFA) and Acceptance of Memorandum of Understanding.

Adoption of Agenda (Mayor Pro Tem Danny Carter)

Councilman Michael Young made the request to amend the agenda to add Item B2 Carroll County Intergovernmental Agreement on SPLOST.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Matthew Momtahan, Councilman
SECONDER:	Shirley Marchman, Councilwoman
AYES:	Momtahan, Marchman, Carter, McPherson, Young

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.)

Four citizens made a public comment. John Hannabach let Council know the anyone who is in possession of an American Flag in poor condition can take that flag to the Mirror Lake Homeowners Association Office for the Mirror Lake Veteran's Association to properly destroy. They can be contacted at MirrorLakeVeteransAssociation@gmail.com.

Council Updates (Subjects of General Interest and Concern)

Councilman Michael Young thanked staff for all their work on the Christmas on Main event and thanked citizens for their support.

Councilwoman Leslie McPherson thanked everyone for supporting businesses during this time. She also thanked businesses for operating and opening in this environment. Finally, she thanked the City for holding events safely for our community.

A. Consent Agenda (Mayor Pro Tem Danny Carter)

Mayor Pro Tem Danny Carter presented the Consent Agenda Items for approval:

1. 2020 Main Street Advisory Board Reappointments – Reappointment of board members with staggered terms.
2. Proposed 2021 Holiday Schedule – Approve the Proposed 2021 Holiday Schedule.
3. Request for Engineering Services Identified as Addendum #10 to Water Treatment Plant Improvements – Award the contract to Carter & Sloope Engineers for engineering services for the Water Main Extension along Liberty Road, across I-20, along Mirror Lake Boulevard, to Conners Road in an amount not to exceed \$43,500.00.
4. Request for Engineering Services Identified as Addendum #13 to Water Treatment Plant Improvements – Award the contract to Carter & Sloope Engineers for engineering services for the water system evaluation and planning for the Avemore Development in an amount not to exceed \$28,000.00.
5. Emergency Installation of Fire Hydrants on Edge Road – Approve Change Order #1 for emergency installation of fire hydrants along the length of Edge Road Water Main Extension for \$48,500.00.
6. 2021 Budget Amendments – Adopt ordinance amending the 2021 Budget.

Councilwoman Leslie McPherson moved to adopt the Consent Agenda.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Leslie McPherson, Councilwoman
SECONDER:	Shirley Marchman, Councilwoman
AYES:	McPherson, Marchman, Carter, Young, Momtahan

B. Governing Body (Mayor Pro Tem Danny Carter)

1. Approval of Meeting Minutes of November 10, 2020.

Councilwoman Shirley Marchman moved to approve the Meeting Minutes of October 13, 2020.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Shirley Marchman, Councilwoman
SECONDER:	Matthew Momtahan, Councilman
AYES:	Marchman, Momtahan, Carter, McPherson, Young

2. Approval of Carroll County Intergovernmental Agreement on SPLOST.

(David Mecklin, City Attorney)

Councilman Mathew Momtahan moved to adopt the Resolution authorizing the Mayor, Mayor Pro Tem, City Manager and/or City Clerk to execute the 2021 SPLOST IGA.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Matthew Momtahan, Councilman
SECONDER:	Michael Young, Councilman
AYES:	Momtahan, Young, Marchman, Carter, McPherson

C. Community Development (Bobby Elliott, Director)

1. RA-03-20 – Rezoning Request for 1305 W. Bankhead Highway and Public Hearing.
Public Hearing: None.
Councilwoman Leslie McPherson moved to approve the rezoning proposal made by Jim Chapman Communities for Parcel# V02 0070483 to be rezoned from Single-Family Agricultural (AG) to Single-Family Attached (SFA).

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Leslie McPherson, Councilwoman
SECONDER: Michael Young, Councilman
AYES: McPherson, Young, Marchman, Carter, Momtahan

2. Ordinance to Revise Section 400 of the City of Vila Rica Development Regulations, Sections 403.11, Wastewater Lift Stations.

Councilman Matthew Momtahan moved to table this until the January meeting.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Matthew Momtahan, Councilman
SECONDER: Leslie McPherson, Councilwoman
AYES: Momtahan, McPherson, Marchman, Carter, Young

D. Human Resources (Stephanie Rooks, Director)

1. Personnel Policies Update
Implement Revised Personnel Handbook, effective January 1, 2021.

Councilman Michael Young moved to adopt a resolution authorizing the City Manager and the Human Resources Director implement the revised personnel handbook, effective January 1, 2021

RESULT: **ADOPTED (VOTE: 4-1)**
MOVER: Michael Young, Councilman
SECONDER: Shirley Marchman, Councilwoman
AYES: Young, Marchman, Carter, Momtahan
NAYS: McPherson

E. Finance (Sarah Andrews, CFO)

1. Financial Update – October 2020
CFO Sarah Andrews presented the October 2020 Financial Report.

G. City Manager (Tom Barber)

1. Adoption of PILOT (Payment in Lieu of Taxes) Agreement Related to Walton Communities Project with Villa Rica Housing Authority (David Mecklin, City Attorney)
Approval for City to enter into a PILOT Agreement related to the construction of the Legacy at Walton Trails Phase I – 490 Old Stone Road.

Councilman Michael Young moved for the City Council to adopt the PILOT Agreement with the Villa Rica Housing Authority with the appropriate changes made about the escalator for the project known as Legacy @ Walton Trails Phase 1, 490 Old Stone Road, Villa Rica, Georgia. I further move that the

Mayor, City Manager, and Clerk be authorized to execute any documents necessary to enter into said contract.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Michael Young, Councilman
SECONDER: Leslie McPherson, Councilwoman
AYES: Young, McPherson, Marchman, Carter, Momtahan

2. Proposed Council Meeting Schedule for 2021

To approve the proposed schedule for City Council meetings in 2021. Proposed Meetings will be held the 2nd Tuesday of each month with the Work Session at 3 pm and the Regular Meeting at 6 pm.

Councilman Matthew Momtahan moved to approve the attached meeting schedule for calendar year 2021.

RESULT: **ADOPTED (VOTE: 3-2)**
MOVER: Matthew Momtahan, Councilman
SECONDER: Shirley Marchman, Councilwoman
AYES: Momtahan, Marchman, Young
NAYS: Carter, McPherson

3. Appointment of Members to the Convention & Visitor's Bureau Board

Appoint new board members to the Villa Rica Convention & Visitor's Bureau. Staff recommends the appointment of Melissa Garrett, Debbie Hohenstein, Alyvia Bush, Andy Amin, PG Patel, Tracie Ivey and Carl Peabody.

Councilman Matthew Momtahan moved to appoint the board members shown on the attached list for the remaining terms specified, effective January 1, 2021.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Matthew Momtahan, Councilman
SECONDER: Leslie McPherson, Councilwoman
AYES: Momtahan, McPherson, Marchman, Carter, Young

4. Adoption of Redevelopment Plan and Associated Tax Allocation District (TAD and Public Hearing

To approve the resolution to adopt a redevelopment plan and the associated tax allocation district for the eastside TAD.

Public Hearing: None

Councilman Michael Young moved to approve the resolution to adopt a redevelopment plan and the associated tax allocation district for the eastside TAD.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Michael Young, Councilman
SECONDER: Leslie McPherson, Councilwoman
AYES: Young, McPherson, Marchman, Carter, Momtahan

City Manager's Report (Tom Barber)

City Manager Tom Barber gave an update of city projects.

Adjournment

Councilwoman Shirley Marchman moved to adjourn, seconded by Councilman Michael Young. The vote was unanimous. Mayor Pro Tem Danny Carter adjourned the meeting.

Danny Carter, Mayor Pro Tem

Alisa Doyal, City Clerk



CITY OF VILLA RICA

City Council Packet

SUBJECT: Mi Ranchito Inc. dba El Ranchito

CITY COUNCIL AGENDA DATE: January 12, 2020

DATE: December 30, 2020

PREPARED BY: Nyree Simpson, Licensing and Permitting Specialist

FISCAL IMPACT: None

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To allow applicant to pour / serve alcohol beverages to restaurant patrons at 606 Carrollton Villa Rica Highway – Suite 634, 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. In addition, the establishment has a current alcohol permit however, the business is changing ownership due to a divorce settlement. The new owner(s) have therefore made application for an alcohol permit.

STAFF RECOMMENDATION: Approval

IMPACT: None

MOTION: I make a motion to approve the alcohol beverage application for Mi Ranchito Inc (El Ranchito), located at 606 Carrollton Villa Rica Highway – Suite 634, Villa Rica, GA 30180.



Public Hearing Date
City Council: January 12, 2021

Request: Alcohol Beverage Permit

Project Description: Pouring / Serving

Applicant: Mi Ranchito Inc. dba El Ranchito
Licensee: Yolanda Mata & Jose Manuel Saavedra Mata
132 Brookside Way, Villa Rica, GA 30180
3015 Tallowood Drive, Marietta, GA 30064

Location: 606 Carrollton Villa Rica Highway, Suite 634, Land Lot 131, 6th District, Carroll County, Ward 2

Parcel Number(s): V07 0100134

Current Zoning: Commercial (C2)

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. 3-46. Zoning Restriction

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

The subject property is zoned C2 (Commercial).

Sec. 4-70. Proximity Restrictions:

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

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: **Yes**

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

Compliance: **Yes**

Sec. 4-29 Investigation; Hearing:

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

Staff Comments:

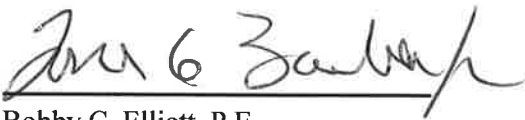
The applicant has complied with the Ordinance with regard to the legal notification requirements, and has successfully passed the background check conducted by the Villa Rica Police Department. Also, there are no location restrictions that would hinder the issuance of the license.

Recommendation:

Planning Staff recommends **Approval** of the request by Mi Ranchito Inc. dba El Ranchito Pouring / Serving alcohol at 606 Carrollton Villa Rica Highway, Suite 634.

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.



Bobby C. Elliott, P.E.
Director of Community Development

Attachments:

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



City of Villa Rica Alcohol License Application

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

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

NON-REFUNDABLE APPLICATION FEE

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

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

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

TYPE OF OUTLET

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

PART I

1. Type of Ownership

☐ Individual

☐ Partnership

☒ Corporation

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

Full Name

Address

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

Mi Ranchito Inc

Federal Tax ID: **58-2546872**

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

Yolanda Mata	606 Carrollton Villa Rica Highway, Villa Rica GA	100%
---------------------	---	-------------

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

Jose Manuel Saavedra Mata	3015 Tallowood Dr Marietta, GA 30064	0%
----------------------------------	---	-----------

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

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

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

Describe the principle business of the Corporation/Partnership:

Full Service Dine in Restaurant

Full Name, Legal Residence and Social Security Number and the Named Licensee (a) Individual

(b) Principal Officer/Employer (c) Partner, each partner must be a Named Licensee:

Yolanda Mata, 132 Brookside Way, Villa Rica, GA 30180 | 561-41-0521 | Principal Officer

Jose Mata, 3015 Tallowood Dr, Marietta, GA 30064 | 570-79-6494 | Partner

Full Name

Address

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

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

El Ranchtio Mexican Restaurant

4. Address of business for which application is made:

606 Highway 61, Villa Rica, GA 30180

Phone Number: 770-459-2170

Business

678-327-8572

Home

Mailing Address: 132 Brookside Way, Villa Rica, GA 30180

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

PART II

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

2. Have you obtained a copy of the City of Villa Rica Alcohol Beverage Ordinance?

☒ Yes ☐ No

No application will be processed until receipt of a copy of this ordinance is acknowledged.

3. Have you included with this application a check for the non-refundable application fee required by Chapter 3 of the Alcohol Beverage Ordinance in the City of Villa Rica?

☒ Yes ☐ No

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

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

5. Have you confirmed with the City of Villa Rica Community Development Department that the location of the proposed outlet is in a zoning district that has been approved for the sale of alcoholic beverages subject to the specific limitations of the respective district as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica?

☒ Yes ☐ No

6. If applicable, have you received approval from the City of Villa Rica Building Official for any new construction, renovations, remodeling, etc. at the premise to be licensed?

☐ Yes ☐ No

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

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

9. Do you comply with the requirements of Regulation 560-2-2-38 below? ☒ Yes ☐ No
Neither a retail dealer or retail consumption dealer, whether licensed in this State or not, nor any of his employees or members of such retail dealers or retail consumption dealer's immediate family shall have, own or enjoy any ownership interest in, or partnership arrangement or other business association with the business of any wholesaler, manufacturer, producer, shipper, importer or broker.

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

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

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

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

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

Ana McTire	2997 Cobb Pkwy, Atlanta, GA 30339	10
Name	Residence	Number of Years Known
Lucy Saavedra	27738 Pompano Ave, Hayward, CA 94544	45
Name	Residence	Number of Years Known
Miguel Cardenas Jr	65 Tatum St, Marietta, GA 30060	9
Name	Residence	Number of Years Known

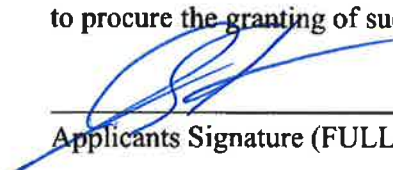
14. Is the name Licensee a citizen of the U.S.? ☒ Yes ☐ No

San Martin, Puebla, MX	06-15-1960
Place of Birth	Date of Birth

PART III
VERIFICATION

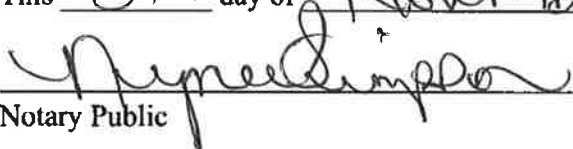
State of Georgia, Carroll County

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

This 5th day of November, 20 20.


Notary Public

My Commission Expires:

December 3,
2021

(Seal)





City of Villa Rica

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

I (we) Mi Ranchito Inc. dba El Ranchito

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:

606 Carrollton Villa Rica Highway, Villa Rica, GA 30180, Suite 634

Street Address

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

Gelanda Mota

Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that Gelanda Mota 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 30th day of December, 2020.

Nyree Simpson

Notary Public



STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

Amended Annual Registration

Electronically Filed

Secretary of State

Filing Date: 9/18/2020 11:36:30 AM

BUSINESS INFORMATION

BUSINESS NAME : MI RANCHITO, INC.
CONTROL NUMBER : 0017957
BUSINESS TYPE : Domestic Profit Corporation
FILING TYPE : Amended Annual Registration

CURRENT INFORMATION ON FILE FOR PRINCIPAL ADDRESS, REGISTERED AGENT, AND OFFICERS

PRINCIPAL OFFICE ADDRESS : 634 Highway 61, Villa Rica, GA, 30180, USA
REGISTERED AGENT NAME : Jesus Mata
REGISTERED OFFICE ADDRESS : 634 Highway 61, Villa Rica, GA, 30180, USA
REGISTERED OFFICE COUNTY : Carroll

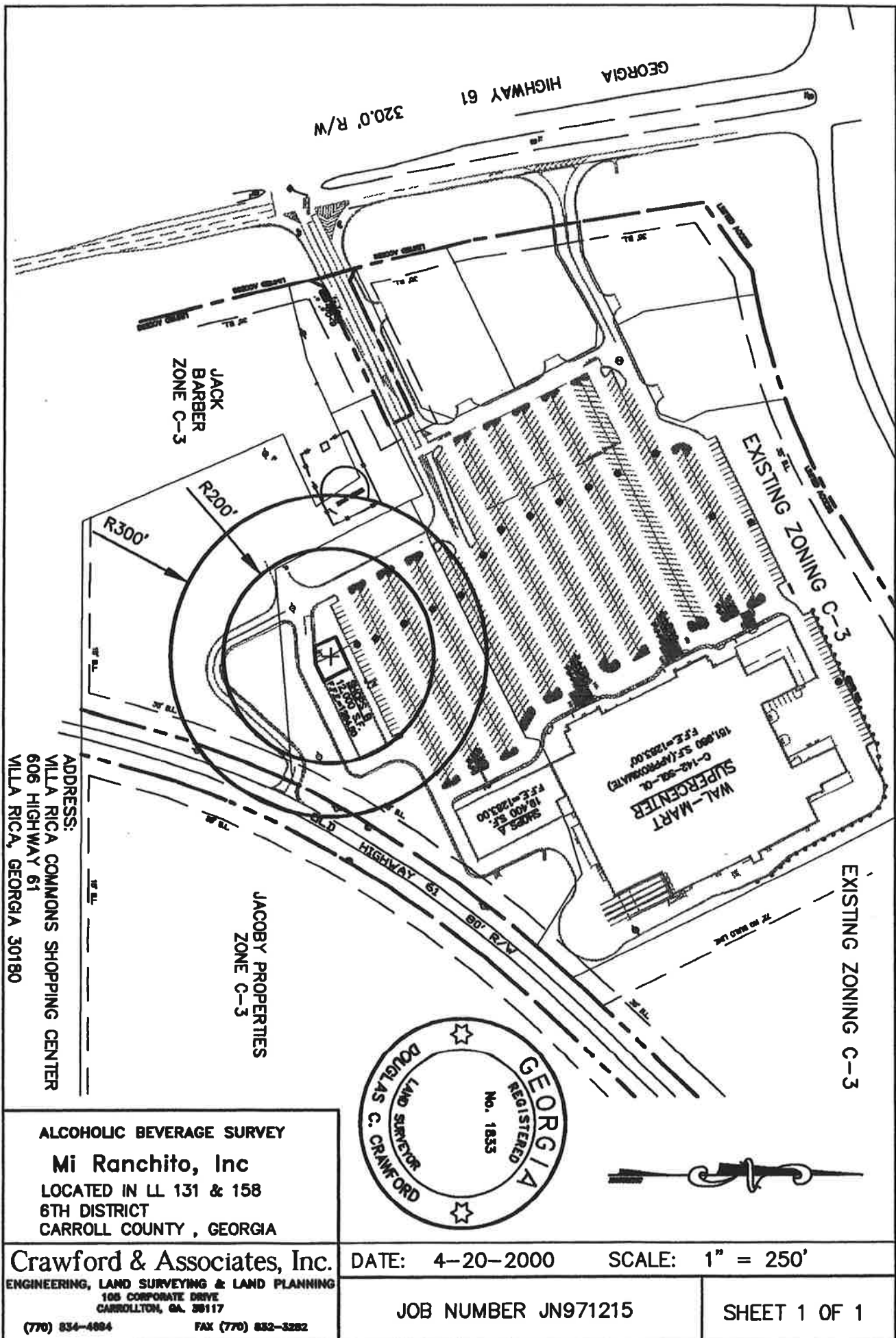
OFFICER	TITLE	ADDRESS
JESUS MATA	CEO	2570 HICKORY LEVEL RD, VILLA RICA, GA, 30180, USA
JESUS MATA	CFO	2570 HICKORY LEVEL RD, VILLA RICA, GA, 30180, USA
JESUS MATA	Secretary	2570 HICKORY LEVEL RD, VILLA RICA, GA, 30180, USA

CHANGES TO THE ABOVE CURRENT INFORMATION ARE INDICATED BELOW

PRINCIPAL OFFICE ADDRESS : 634 Highway 61, Villa Rica, GA, 30180, USA
REGISTERED AGENT NAME : Yolanda Mata
REGISTERED OFFICE ADDRESS : 634 Highway 61, Villa Rica, GA, 30180, USA
REGISTERED OFFICE COUNTY : Carroll

OFFICER	TITLE	ADDRESS
Jose MATA	Secretary	634 Highway 61, VILLA RICA, GA, 30180, USA
Yolanda Mata	CEO	634 Highway 61, Villa Rica, GA, 30180, USA
Jose Mata	CFO	634 Highway 61, Villa Rica, GA, 30180, USA

After the above change(s) are made, the address of the entity's registered office and the business address of the



STANDARD SHOPPING CENTER LEASE

LANDLORD: VILLA RICA SHOPS ASSOCIATES, L.L.C.
TENANT: MI RANCHITO, INC.
TRADE NAME: D/B/A ^{EL} MI RANCHITO MEXICAN RESTAURANT
STORE NUMBER: 634

LEASE

THIS AGREEMENT OF LEASE, made this _____ day of _____, 2000 by and between Villa Rica Shops Associates, L.L.C., a Georgia Limited Liability Company, hereinafter called "Landlord" and Mi Ranchito, Inc., a Georgia corporation, d/b/a ^{EL} Ranchito Mexican Restaurant, hereinafter called "Tenant" is as follows:

WITNESSETH:

(01) **Premises.** In consideration of the rents, covenants and agreements hereinafter made, reserved and contained on the part of Tenant to be observed and performed, the Landlord leases to the Tenant and Tenant leases from Landlord certain space in Villa Rica Commons Shopping Center a shopping center (which shopping center may be referred to herein as the "Center") located 606 Highway 61 in the City of Villa Rica, the County of Carroll and the State of Georgia (which leased premises may be sometimes referred to herein as the "Demised Premises"), said premises having a width of approximately Sixty (60) feet, an approximate depth of Sixty (60) feet, with an approximate Gross Leasable Area of Three Thousand Six Hundred (3,600) feet, the exact location of said space being shown in red on the plat plan of the Center which is marked Exhibit "A", attached hereto, and made a part hereof.

(02) Construction.

(a) Within a reasonable time after this Lease has been fully executed, Landlord shall apply to the governmental authorities having jurisdiction thereover for any building permit which shall be required in connection with the construction, installations or alterations designated as Landlord's Work on Exhibit B-1, attached hereto and made a part hereof. All liability and responsibility for the improvements or construction of the Demised Premises beyond that set forth in Exhibit "B-1", shall be the obligation, liability and responsibility of Tenant. Landlord shall not be liable for any work, cost, or expense pertaining to the improvement or construction of the Demised Premises beyond that specified in Exhibit "B-1" unless the Landlord has agreed, in writing, to perform such additional work or to pay such additional cost or expense. Tenant shall have sole responsibility for performing the work set forth in Exhibit "B-2".

~~(b) Tenant acknowledges that Landlord has informed Tenant that Landlord has leased and/or intends to lease other portions of the Center to other lessees, and that it is not economically feasible for Landlord to proceed with the construction of the Demised Premises or any other portion of the Center until leases with other lessees have been consummated. Consequently, Landlord shall not be required to commence to perform Landlord's Work until a sufficient number of leases with other lessees shall have been executed so that in Landlord's sole opinion and judgement it shall be economically feasible to construct the Center or the Demised Premises.~~

~~(c) Within a reasonable time after the issuance of the building permit referred to in subsection (a) of this Paragraph 2 (or if none is required, within a reasonable time after the execution of this Lease) Landlord shall commence to perform Landlord's Work, subject to the provisions of subsection (b) of this Paragraph 2. Landlord shall prosecute Landlord's Work to completion in accordance with such building permit (if any is required).~~

(d) The term "Delivery of Possession" as used hereafter, shall be deemed to have occurred when (i) Landlord's Work shall have been substantially completed, or (ii) Landlord shall have made the Demised Premises available to Tenant for performance of its work and the installation of Tenant's fixtures and equipment, whichever comes first. Landlord's Work shall be deemed to be substantially completed when so much of Landlord's Work shall be finished that the incomplete portions of Landlord's Work are such as shall not significantly interfere with Tenant's ability to perform its work and install its fixtures and equipment.

(e) From and after Delivery of Possession, Landlord may re-enter the Demised Premises to complete any portion of Landlord's Work which has not yet been completed. During the period of such re-entry, Landlord shall not unreasonably interfere with any work being performed or to be performed by Tenant.

(f) Within the four-week period after Delivery of Possession, Tenant shall give Landlord notice of any contended defects in Landlord's Work and of any contended variances of Landlord's Work from the requirements of this Lease. Any defect, variance or other condition not so set forth shall be deemed waived by Tenant. If Tenant shall fail to give such notice, it shall waive such rights with respect to such defects, variances, or other conditions. Upon the expiration of the four-week period, the Demised Premises shall be conclusively deemed to have been accepted by Tenant unless Tenant shall have given the aforesaid notice. If Tenant shall notify Landlord of any contended defects during the four-week period, the Demised Premises shall be conclusively deemed accepted by Tenant, subject only to the claimed defects, variances, or other conditions set forth in the notice. At any time after the expiration of the four-week period, upon

st of Land Tenant shall execute a certificate certifying that the ised Premi ere accepted
in accordance with the foregoing.

(03) **Term.** The Term of this Lease (sometimes referred to herein as the "Term") shall be for Five (5) years following the commencement of the Term, as described hereinafter. The Term of this Lease shall commence on the earlier to occur of (a) the one hundred twentieth (120th) day next following Delivery of Possession or (b) the date Tenant actually begins engaging in business in the Demised Premises. In the event that the expiration of said one hundred twenty-day period does not occur on the first day of a calendar month, or the Tenant shall have actually begun engaging in business in the Demised Premises on a day other than the first day of a calendar month, then the Term hereunder shall commence on the first day of the calendar month next succeeding the expiration of said one hundred twenty-day period or next succeeding the beginning of business. In that event, the Tenant shall pay rent and all other charges due under this Lease as "additional rent" for the fractional month on a per diem basis until the first day of the following calendar month and the first day of the following calendar month shall be the date when the Term hereunder commences, and thereafter, the rent, and all other charges due under this lease as "additional rent" shall be paid in equal installments on the first day of each month in advance. Tenant within a reasonable time after the commencement of the Term, Tenant shall execute and deliver to Landlord a Certificate Affirming the Lease Commencement in the form set forth in Exhibit "E". Upon the request of Landlord, Tenant shall execute a Memorandum of Lease.

(04) **Rent.**

(a) The Tenant agrees to pay a minimum fixed rental of **Forty-Eight Thousand Six Hundred Dollars (\$48,600.00)** per annum (per each 12 month period) plus any rent tax or equivalent which may now or in the future be levied, other than income tax, which amount shall be paid to the Landlord in monthly installments of **Four Thousand Fifty dollars (\$4,050.00)** (hereinafter "Base Monthly Rent") in advance on the first day of each and every calendar month during the continuance of the Term of this Lease and such Base Monthly Rent shall be increased pursuant to Paragraph 37 herein and thereafter the Adjusted Monthly Rent (as defined hereafter) shall be due and payable as provided in this Paragraph 4. Said rental shall be paid to the Landlord or its agents or designee at the address designated in Paragraph 30 of this Lease or such other address as may be designated in Paragraph 30 of this Lease or such other address as may be designated pursuant to the provisions of Paragraph 30.

(b) **TIME IS OF THE ESSENCE IN THIS LEASE.** If the rent and all other additional charges (ie: CAM, Insurance and Taxes) due hereunder is not paid by the fifth (5th) day of each calendar month, or if Tenant's check is returned by Tenant's bank without payment, Tenant agrees immediately to pay Landlord \$75.00 liquidated damages for each late payment and \$75.00 liquidated damages for each dishonored check. Tenant acknowledges that the late payment charge is being made because late payments cause Landlord additional expenses for bookkeeping and clerical services. Tenant acknowledges that the dishonored check charge is made because of additional bookkeeping and handling charges. Tenant acknowledges that the damages to Landlord caused by late payment or dishonored checks are difficult or impossible to estimate accurately, that these charges are liquidated damages and not penalties, and that these sums are reasonable pre-estimates of the probable damages to Landlord in the event of late payments or dishonored checks. Said liquidated damages shall constitute additional rent hereunder.

(c) As a further inducement for Landlord's entering into this Lease with Tenant, Tenant hereby acknowledges that Tenant's business reputation, intended use of the Premises, potential for payment of Rent and ability to generate patronage to the Premises and the Shopping Center were all relied upon by Landlord and served as significant and material inducements contributing to Landlord's decision to execute this Lease with Tenant. In furtherance of the foregoing, Tenant hereby covenants and agrees: (i) to operate in the Premises only under the Trade Name set forth in Page 1 of this Lease and under no other name or trade name whatsoever without Landlord's prior written consent, which consent shall not be unreasonably withheld (ii) to continuously use, occupy and operate the whole of the Premises for the retail sale of its goods or services in accordance with its Permitted Use and for no other purpose whatsoever, during regular business hours, of 10:00 A.M. to 9:00 P.M., Monday through Saturday, 12:30 P.M. to 5:30 P.M. on Sundays, and during such other hours as are from time to time designated by Landlord, and (iii) not to own, operate or be financially interested in, either directly or indirectly (by itself or with others), a business which employs the same or similar trade name, within a radius of three (3) miles of the perimeter of the Shopping Center, except for those which Tenant has in operation as of the date hereof. Without limiting Landlord's other available remedies, in the event Tenant should violate and breach the restrictive covenant contained in (iii) above, Landlord may, at its option, (a) enjoin the operation of the violative store, or (b) Tenant agrees, in addition to its covenant to pay Fixed Minimum Rent, to pay to Landlord in the manner and upon the conditions and at the times hereinafter set forth, as Percentage Rent hereunder, for all gross sales generated by this store, plus any violative store, in Gross Receipts for purposes of calculating the Percentage Rent due under this lease for each Lease Year an amount calculated by multiplying the Percentage Rent Rate by the amount by which Tenant's Gross Receipts (as hereinafter defined) for said lease year exceeds the Percentage Rent Breakpoint for such Lease Year (herein sometimes referred to as the "Percentage Rent"); Percentage Rent shall be due and payable, for each Lease Year of the Lease Term, on or before the tenth (10th) day of each calendar month next following the month in which Gross Receipts from the Premises exceeded the Percentage Rent Breakpoint for said Lease Year, and on or before the tenth (10th) day of the first (1st) calendar month following the expiration or earlier termination of the Lease Term. During each month following the month in which Gross Receipts from the Premises exceeded the Percentage Rent Breakpoint for such Lease Year, Tenant shall pay to Landlord the Percentage Rent as calculated herein less the aggregate of Percentage Rent previously paid by Tenant during said Lease Year, include all gross sales generated by any violative store in Gross Receipts for purposes of calculating the Percentage Rent due under this Lease.

(d) **Gross Receipts Defined.** The term "Gross Receipts" is hereby defined to mean all gross receipts from all business conducted upon or from the Premises whether by Tenant, its successors, assigns;

sales, licenses, concessions or others and whether such sales are paid by check, credit charge account, change or otherwise, and shall include, but not be limited to, the amount received from the sale or rental of goods, wares and merchandise and for services performed on or at the Premises; together with the amount of all orders taken or received at the Premises or sales or rentals completed by delivery at the Premises, whether such orders are filled from the Premises or elsewhere, and whether such sales or rentals are made by means of mechanical or other vending devices in the Premises. Gross Receipts shall not include sales of merchandise for which cash has been refunded, or allowances made on merchandise claimed to be defective or unsatisfactory, provided they shall have previously been included in Gross Receipts. Additionally, Gross Receipts shall not include the amount of any sales, use or Gross Receipts tax imposed by any federal, state, municipal or governmental authority directly on sales and collected from customers, provided that the amount thereof is added to the selling price or absorbed therein; and paid by the Tenant to such governmental authority. No franchise or capital stock tax and no income or similar tax based upon income or profits as such shall be deducted from Gross Receipts in any event whatsoever. Each charge or sale upon installment or credit shall be treated as a sale for the full price in the month during which such charge or sale shall be made, irrespective of the time when Tenant shall receive payment (whether full or partial) therefor. No deduction shall be allowed for uncollected or uncollectible installment or credit accounts.

(e) Tenant's Records. Tenant covenants and agrees that the business of Tenant upon the Premises shall be operated in such a manner that a duplicate sales slip, invoice or non-resettable cash register receipt, serially numbered, computerized register language or memory discs or chips, or such other devices for recording sales as Landlord shall approve, shall be issued with each sale or transaction, whether for cash, check, credit or debit, exchange or otherwise. Tenant shall, at all times during the Lease Term, keep at the Premises or at the general office of Tenant, full, complete and accurate books of account and records in accordance with generally accepted accounting principles consistently applied. Tenant shall retain such books and records, as well as all contracts, vouchers, checks, cash register receipts, inventory records, and other documents, papers and computer related materials in any way relating to the operation of its business, for at least thirty-six (36) months from the end of the Lease Year to which they are applicable; or, if an audit is required or a controversy should arise between the parties hereto regarding the Percentage Rent payable hereunder, until such audit or controversy is terminated. Landlord or its duly authorized representatives may at any time, or from time to time, inspect and/or audit any or all of Tenant's books of account, documents, records, sales tax returns, papers and files, if any, which shall in any manner relate to Gross Receipts, and Tenant, upon written request by Landlord, shall make all such data available for such examination where Tenant keeps same, together with such codes, programs, passwords and other information, data or documents as may be reasonable necessary to read or make the same intelligible, at such reasonable times as Landlord shall specify in such written request. If Landlord makes an audit for any Lease Year, and if the Gross Receipts shown by Tenant's statement for such Lease Year are found to be understated by two (2%) percent or more, then Tenant shall pay to Landlord the cost of such audit and investigation in addition to any deficiency payment required. A report of the findings of Landlord's accountant shall be binding and conclusive upon Landlord and Tenant. Additionally, should any two (2) out of three (3) consecutive annual Gross Receipts reports furnished by Tenant understate the amount of Gross Receipts by more than two (2%) percent, after notice by Landlord to Tenant of each such understatement; or if any annual Gross Receipts report understates the amount of Gross Sales by five (5%) percent or more; then in either such event, Landlord may terminate this Lease upon thirty (30) days' written notice to Tenant.

(f) Reports by Tenant. Tenant shall submit to Landlord on or before the tenth (10th) day of each calendar month during the Lease Term (including the tenth (10th) day of the month following the end of the Lease Term), at the place then fixed for the payment of Fixed Minimum Rent, together with the remittance of Percentage Rent then owing, a written statement signed by Tenant, and certified by it to be true and correct, showing in accurate detail the amount of Gross Receipts for the preceding calendar month and from the beginning of the Lease Year to the end of said previous calendar month or portion thereof. Additionally, Tenant shall submit to Landlord on or before the sixtieth (60th) day following the end of each Lease Year, at the place then fixed for the payment of Rent, a written statement, signed by Tenant and certified to be true and correct by either a Certified Public Accountant or a duly authorized senior officer of Tenant, reasonably acceptable to Landlord, showing in accurate detail the amount of Gross Receipts for the preceding Lease Year. The monthly and annual statements referred to in this Section shall be in such form and style and contain such details and breakdowns as Landlord may reasonably require.

(05) Use of Demised Premises. The Demised Premises shall be used and occupied by the Tenant solely for the operation of a Mexican restaurant, including the sale of alcoholic beverages for on-premises consumption, and including background musical entertainment, both live and/or recorded and for no other purposes. The Tenant agrees that it will use and occupy the Demised Premises and appurtenances thereto in a careful, safe, and proper manner, and will, at its expense comply with the directions of the public officers as to the use and maintenance thereof, and will not allow the Demised Premises to be used for any purpose or in any way that will increase the rate of insurance upon the Demised Premises and the premises contiguous thereto, nor for any purpose other than here before specified, and will not bring or suffer to be brought into or upon the Demised Premises any substance that will increase the hazard of fire or casualty in or on the Demised Premises and on the premises contiguous thereto, and will not permit the Demised Premises to be used for any unlawful purpose nor in any way to injure the reputation of the same or of the building or buildings of which it is a part or create a nuisance or bring about trespass thereon. Tenant shall take reasonable action to ensure that its use of the Premises does not result in obnoxious fumes or odors other than are standard for Tenant's intended use, excessive noise, leakage, or spillage from the Premises which damages or threatens to damage the business of tenants adjacent to the Premises. Tenant agrees to abide by all rules and regulations promulgated by Landlord, as set forth in Exhibit "C", and as amended from time to time.

(06) Continued Possession of Premises. If Tenant continues to occupy the Demised Premises after the last day of the Term hereof (if the Term hereof or any extension thereof are not extended), and Landlord accepts or agrees to accept rent thereafter, a tenancy from month to month terminable by either party on not less than one month's notice would then be created, which monthly tenancy shall be upon the

s. terms and conditions as those herein contained, except that the rent shall be one hundred twenty-five percent (125%) of the Base Monthly Rent or the Adjusted Monthly Rent in effect.

(07) Insurance, Indemnity and Restoration of Demised Premises.

(a) In addition to Tenant's obligation to obtain certain insurance pursuant to Paragraph 7, Tenant shall pay to Landlord as additional rent hereunder an annual amount equal to Tenant's pro-rata share of the costs of fire, casualty and liability insurance maintained by Landlord for the Center, one-twelfth (1/12th) of such annual amount plus any applicable sales taxes thereon being due and payable from Tenant to Landlord on the first day of every month during the Term of this Lease as Tenant's share of the insurance premiums for Landlord's insurance required hereunder. As used in this Lease, the term "pro-rata share" shall mean the proportion that the number of square feet demised hereunder bears to the Gross Leasable Area of the Center.

(b) Tenant hereby indemnifies and agrees to defend and hold harmless Landlord from and against any and all claims, demands, suits, liabilities, losses, costs or judgments, including reasonable attorney's fees and expenses actually incurred in connection therewith, arising out of or in any way connected with or related to the use and occupancy of its employees, agents, servants, contractors, concessionaires, licensees, invitees, customers, sub-tenants or assigns, except for such claims, demands, suits, liabilities, losses, costs, or judgments caused by the sole negligence of the Landlord of which Tenant has notified Landlord or negligence of which the Landlord is aware or has been notified by any other means, and which Landlord has failed to remedy within a reasonable time unless an emergency. Tenant, at its own cost, shall obtain and maintain during the Term of this Lease, or any extension thereof, liability insurance written by an insurance company or companies approved by Landlord, with respect to the Demised Premises. Landlord and any designee of Landlord shall be named as additional insured. The liability insurance policy shall protect Landlord, Tenant and any designee of Landlord against any liability which arises from any occurrence on or about the Demised Premises or any appurtenance of the Demised Premises, or which arises out of or is in any way connected with the use and occupancy of the Demised Premises by Tenant, or which is occasioned in whole or in part by any act or omission of Tenant, its employees, agents, servants, contractors, concessionaires, licensees, invitees, customers, sub-tenant or assigns. The coverage limits of said policy shall be at least One Million Dollars (\$1,000,000.00) with respect to any one person, at least One Million Dollars (\$1,000,000.00) with respect to one accident and at least One Hundred Thousand Dollars (\$100,000.00) with respect to property damage. The Tenant's obligation to maintain such insurance shall not, however, limit Tenant's obligation to indemnify, defend and hold harmless Landlord, and the limit of such insurance shall not limit Tenant's liability hereunder. Such insurance shall be non-cancelable except after thirty (30) days written notice to Landlord and any mortgagee designated by Landlord. Such policy or duly executed certificates of insurance shall be delivered to Landlord prior to commencement of the Term of this Lease and any renewal of said policy shall be delivered to Landlord and any mortgagee designated by Landlord at least thirty (30) days prior to the expiration of the policy term.

(c) Tenant shall give immediate written notice to Landlord of any damage caused to the Demised Premises by fire or other casualty, and if Landlord does not elect to terminate this Lease as hereinafter provided, Landlord shall proceed at its sole cost and expense to rebuild and repair the Demised Premises to the extent described in Exhibit "B" hereto. If the building in which the Demised Premises are located shall (a) be destroyed or substantially damaged to an extent in excess of fifty percent (50%) of the gross leasable area by a casualty not covered by standard fire or extended coverage insurance, (b) be destroyed or rendered untenantable to an extent in excess of fifty percent (50%) of the gross leasable area by a casualty not covered by Landlord's insurance, or (c) if there are less than two years remaining in the Term of this Lease (exclusive of any renewals or extensions not then exercised) and Tenant has not exercised its option to renew and/or extend the term of the Lease within sixty days of the date of said casualty, then in any such event Landlord may elect whether to terminate this Lease or to proceed to rebuild and repair the Demised Premises. Landlord shall give written notice to Tenant of such election within sixty days after occurrence of such casualty. Landlord agrees at all times during the Term of this Lease at its expense, to keep Landlord's portion of the buildings of the Center insured against fire, with extended coverage in an amount adequate to prevent Landlord from becoming a co-insurer of the Demised Premises. If the Premises are damaged to the extent that Tenant's continued operation becomes unprofitable, Tenant shall have the right to terminate the remaining term of this Lease by giving written notice to the Landlord within sixty days after occurrence of such casualty.

(d) Landlord's obligation to rebuild and repair under this Paragraph 7 shall in any event be limited to restoring the structure of the Demised Premises to substantially the condition in which the same existed immediately prior to the casualty, and Tenant agrees that promptly after completion of such work by Landlord, it will proceed with reasonable diligence and at its sole cost and expense to rebuild, repair, and restore its signs, fixtures, equipment and other elements of the Demised Premises beyond those obligated to be performed by Landlord hereunder to said pre-existing condition.

(e) Tenant agrees that during any period of reconstruction or repair of the Demised Premises it will continue the operation of its business within the Demised Premises to the extent practicable. During the period from the occurrence of the casualty until Landlord's repairs are completed, the rent shall be reduced in the proportion that the area of the Demised Premises rendered unusable bears to the entire area of the Demised Premises, provided, however, the rent shall not be reduced if the casualty is caused wholly or partially by the act or omission of Tenant, its employees, agents, servants, contractors, concessionaires, licensees, sub-tenant or assigns.

(f) Tenant agrees at all times, at its expense, to keep its merchandise, fixture and other property situated within the Demised Premises insured against fire, with extended coverage, to the extent of at least eighty per cent (80%) of the value thereof. Such insurance shall be carried with companies satisfactory to Landlord, and shall be in a form satisfactory to Landlord. Such insurance shall be non-cancelable except after thirty (30) days written notice to Landlord and Landlord's designee. Such policies or duly executed certificates of insurance shall be delivered to Landlord prior to the commencement of the

TENANT INT. LM

LANDLORD INT. _____

7 of this Lease and any renewals of said policy shall be delivered to Landlord and Landlord's designee at least thirty (30) days prior to the expiration of the policy term. The proceeds to Tenant of such insurance shall not be used, except with the consent of Landlord, for any purpose other than the repair or replacement of merchandise, fixtures and other property situated within the Demised Premises.

(08) Signs. The Tenant shall not erect, install, or maintain any sign on the exterior of the Demised Premises or upon any other part of the Center without the prior written approval thereof by the Landlord, and the Tenant, upon written notice from the Landlord shall promptly remove any sign, advertising, or display device erected or maintained in violation of this provision. If the Tenant fails to remove the sign promptly upon receipt of such notice from the Landlord, then in such event the Landlord may cause such sign, advertising, or display device to be removed and the cost of such removal and the restoration of the Demised Premises resulting from the removal of the sign shall be paid by Tenant as additional rent, which amount is to be included within the rent due for the month following such removal. Tenant shall have the right to install a sign on the front and side exterior of the demised premises so long as Tenant shall comply with the Sign Criteria set forth in Exhibit "D" and that such signs are in compliance with regulations imposed by local authorities. Additionally, Tenant shall be entitled to place an approved sign on each of the two pylon marquee signs in use for the Shopping Center. Tenant shall pay a one-time charge for its pro-rata share of the pylon signs.

(09) Repairs by Tenant, Maintenance and Waiver of Liability.

(a) Tenant shall, at its own expense, keep and maintain the Demised Premises and appurtenances thereof, including sprinkler, if any, heating, air conditioning, water and sewer systems, electrical machinery, fixtures, plumbing, plumbing fixtures and equipment, in good order and repair throughout the Term of this Lease and any extensions thereof, except such portions of the Demised Premises which are to be repaired by the Landlord pursuant to the specific and applicable terms contained in this Lease. Tenant shall be liable for any damage or injury which may be caused by or resulting from the Tenant's failure to faithfully comply with all of the terms and conditions contained herein and which are to be complied with by the Tenant.

(b) In the event the Tenant desires to penetrate the roof or any wall of said Demised Premises for any type of ventilation, the Tenant shall be solely responsible for any damage which may be caused by or result from such penetration. Such penetration shall not be constructed except with the written consent and approval of the Landlord first obtained and it shall be constructed at the sole cost of the Tenant.

(c) Tenant covenants and agrees that all personal property of every kind or description which may at any time be in the Demised Premises shall be at Tenant's sole risk, or at the risk of those claiming under Tenant, and Landlord shall not be liable for any damage to said property or loss suffered by the business or occupation of Tenant arising from the bursting, overflowing or leaking of water, sprinkler, if applicable, sewer or steam pipes or from the heating or plumbing fixtures or from electric wires or from gas or odors or caused in any other manner whatsoever, unless caused by or resulting from the sole negligence of Landlord of which Tenant has notified Landlord and which Landlord has failed to remedy for a period of thirty (30) days after such notice or such longer period as Landlord may reasonably require.

(10) Repairs by Landlord. Subject to the provisions in this Lease (wherein the Landlord agrees to repair or reconstruct the Demised Premises in the event of casualty or in the event of the taking of the Demised Premises by Eminent Domain, all as set forth in the provisions relating thereto), the Landlord agrees to keep in good repair the foundations, exterior walls (excluding the interior of all walls and the exterior and interior of all doors), downspouts, gutters and roof of the Demised Premises, except, however, for any damage or injury thereto caused by or resulting from any negligence, act, or omission of the Tenant or any of the Tenant's agents, servants, employees, contractors concessionaires, sub-tenants, assigns, licensees, invitees, and customers. It is expressly agreed by the parties hereto, and it is a condition precedent to all of the obligations of the Landlord to repair and maintain the Demised Premises, as aforesaid, that the Tenant shall have notified the Landlord, in writing, of the need of such repairs, or of which the Landlord is aware or has been notified by any other means whereupon Landlord shall have a reasonable time unless an emergency to make such repairs.

(11) Additions and Alterations. The Tenant shall be allowed to make non-structural additions, alterations or improvements in and to the interior of the Demised Premises without the prior written consent of the Landlord, but in no event shall such additions, alterations or improvements in any way, in the sole judgment of the Landlord, impair the structural strength or soundness of the building of which the Demised Premises are a part. Tenant agrees to obtain a written agreement from all contractors, subcontractors and suppliers working on the Demised Premises that no lien arising from work performed or supplies delivered at the instance of Tenant shall affect or attach to the property containing the Demised Premises.

(12) Plate Glass. Tenant agrees, at its own cost, to replace promptly any and all plate or other glass in the Demised Premises which may become damaged or broken with glass of the same kind and quality.

(13) Utilities. The Tenant agrees to pay all charges for utilities, including heating, water, gas, electricity and sewerage, and also for trash and garbage removal, plus any applicable sales taxes thereon, as and when such charges become due and payable, and said charges shall constitute additional rent hereunder.

(14) Bankruptcy or Insolvency. If at any time during the term of this Lease or any extensions thereof, a petition of relief, reorganization, arrangement or liquidation under any of the laws of the United States Bankruptcy Code be filed by the Tenant or any such petitions shall be filed against the Tenant and not be dismissed within sixty (60) days from the date if such filing, or if the Tenant has filed a petition to be adjudicated a bankrupt, or if the assets of the Tenant or the business conducted by the Tenant on the Demised Premises be taken over or sequestered by a trustee or receiver or any other person pursuant to

a. judicial proceedings, or if the Tenant makes an assignment of its benefit of c ors, then the occurrence of any such act shall be deemed at the option of the Landlord to constitute a breach of this Lease by the Tenant. The Landlord, at its election, may terminate this Lease in the event of occurrence of any of the events enumerated herein, by giving not less than five (5) days written notice to the Tenant or to the assignee or trustee or such other person appointed pursuant to the order of a court, and thereupon the Landlord may re-enter the Demised Premises and this Lease shall not be treated as an asset of the Tenant's estate. However, the Landlord shall be entitled to exercise all available rights and remedies and to recover from the Tenant all monies which may be due or become due, including damages resulting from the breach of the terms of this Lease by the Tenant.

(15) Taxes.

(a) The Landlord shall pay all real estate and ad valorem taxes assessed against the realty constituting the Center as same become due and payable. The Tenant shall pay all taxes and assessments assessed against or by reason of the property which the Tenant owns or uses within the Demised Premises, and all licenses and other fees in connection with and in the conduct of Tenant's business.

(b) Tenant shall pay Landlord, as additional rent hereunder, Tenant's pro-rata share of the real estate and ad valorem taxes assessed against the realty constituting the Center, said payments to be made as follows: On the first day of each calendar month during the term of this lease, Tenant shall pay Landlord one-twelfth (1/12th) of Tenant's pro-rata share of the last assessed amount of annual real estate and ad valorem taxes. Upon each change in the amount of said taxes, Tenant shall pay Landlord, on the first day of each calendar month one-twelfth (1/12th) of Tenant's pro-rata share of the new amount of said taxes ("New Pro-rata Share") plus any applicable sales taxes thereon commencing with the first day of the calendar month following the date when Landlord received the invoice(s) for same from the taxing authorities.

(c) In the event that the last invoice(s) of annual real estate and ad valorem taxes was (were) rendered prior to the time that construction of the Center commenced, then the amount of Tenant's monthly payment of its pro-rata share of such taxes shall be one-twelfth (1/12th) of Landlord's best estimate of the amount of next invoice(s) for such taxes. Upon receiving the next such invoice(s), Tenant's New Pro-rata Share shall be adjusted up or down to account for the difference, if any, between the Landlord's best estimate and the actual amount of such taxes.

(d) In the event that any real estate or ad valorem taxes are assessed against the realty constituting the Center on a special, irregular, or non-annual basis, Tenant shall pay Landlord the full amount of its pro-rata share of same on the first day of the calendar month following the date of Landlord's receipt of the invoice(s) for same.

(e) Tenant's pro-rata share of the real estate and ad valorem taxes shall be computed by multiplying the real estate and ad valorem taxes by a fraction, the numerator of which shall be the number of square feet of the Premises and the denominator of which shall be the gross leasable area of the shopping center.

(16) Inspection and Access to Premises.

(a) Landlord, its agents, employees, and contractors shall, upon reasonable advance notice unless an emergency and in a manner so as to not unreasonably disrupt Tenant's operations, have the right, to enter the Demised Premises or any part thereof to inspect and examine same and for the purpose of making any repairs to or within the Demised Premises which the Landlord has agreed to make under the terms of this Lease, and/or which the Landlord deems advisable to make in order to preserve and/or maintain the Demised Premises.

(b) The Landlord, its agents, employees and contractors shall, upon reasonable advance notice unless an emergency and in a manner so as to not unreasonably disrupt Tenant's operations, have free access to and within the Demised Premises for the purpose of examining the same and also to make any repairs or alterations to or within said Demised Premises that the Landlord may deem necessary for the safety or preservation of the property, and also during the last six (6) months of the Term of this Lease or any extension thereof, for the purpose of exhibiting said Demised Premises, and Landlord shall also have the right to pose upon the exterior of the Demised Premises the usual notice advertising said Demised Premises "For Rent", which notice shall not be removed, obliterated or hidden by the Tenant.

(17) Parking.

(a) The Tenant shall have the non-exclusive right, in common with other tenants of the Center, of customer parking in the spaces as may exist from time to time in the Center. Nothing contained herein shall prohibit Landlord from constructing improvements and buildings in the parking lot or changing the arrangement of or reducing the size of the parking lot or changing the flow of traffic through the Center. Landlord agrees not to reduce the number of available spaces that would disqualify the Premises and/or the Tenant from obtaining and/or keeping its alcohol beverage consumption on premises license or which would prohibit the use of Premises as an eat-in restaurant.

(b) If in the opinion of the Landlord it becomes necessary from time to time to prescribe certain sections within the Common Area of the Center for use of parking spaces by the Tenant and the Tenant's directors, officers, employees, agents and concessionaires, then in such event the Tenant, upon notice to it from the Landlord, shall use and also require its directors, officer, employees, agents and concessionaires to use only such sections for parking purposes as prescribed by the Landlord.

(c) Tenant agrees to abide by all rules and regulations which may be promulgated by the Landlord in connection with loading, unloading, parking or other controls of the use of the Center by the

Tenant, its agents, employees, servants, contractors, concessionaires, licensees, invitees, customers, sub-tenants and assigns.

(18) **Assignment and Subletting.** Tenant shall not without Landlord's prior written consent, either voluntarily or by operation of law, sell, assign, hypothecate or otherwise transfer this lease, or sublet the Premises or any part thereof (all of the foregoing collectively referred to as a "Transfer"). Landlord and Tenant acknowledge and agree that the foregoing restriction on Transfers has been freely negotiated by the parties hereto and that Landlord would not have entered into this lease without Tenant's consent to the terms of this Paragraph 18. Any attempted Transfer shall be void ab initio and Tenant shall remain primarily liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this lease. The acceptance by Landlord of payments of Rent or additional rent following any assignment or transfer prohibited by this Paragraph shall not be deemed to be a consent by Landlord to any such assignment or other transfer, nor shall the same be deemed to be a waiver of any right or remedy of Landlord hereunder.

(19) **Fixtures.** All trade fixtures, signs and other personally installed by Tenant in the Demised Premises shall be and remain the property of Tenant and shall be removed by Tenant at the expiration or earlier termination of the term of this Lease, and (b) Tenant shall promptly restore the damage done to the Demised Premises by the installation and/or removal thereof. Should Tenant fail to remove Tenant's trade fixtures and/or to restore the Demised Premises, Landlord may at Landlord's option, do so and collect the cost and expenses thereof as additional rent upon demand. Notwithstanding anything to the contrary herein, "trade fixtures" shall not include any air-conditioning, heating, lighting, electrical and plumbing equipment installed by Tenant in the Demised Premises, nor any wiring or other apparatus related thereto.

(20) **Default and Remedies.**

(a) The occurrence of any of the following shall constitute an Event of Default on the part of Tenant:

- (1) Abandonment of the Demised Premises, or failure to remain open to the public, or substantially reducing Tenant's retail business for a continuous period in excess of five business days;
- (2) Failure to pay any installment of rent, additional rent, or other monies due within ten days following receipt of notice of any such failure from Landlord.
- (3) Failure of Tenant or its employees, agents, servants, contractors, concessionaires, licensees customers, invitees, sub-tenants and assigns to abide by and perform any rules and regulations set forth by Landlord with respect to the Center and/or the Demised Premises;
- (4) Failure to perform or the breach of any other obligation, agreement, or covenant under this Lease within thirty (30) days following the receipt of notice of any such breach or failure from the Landlord; and
- (5) Any event set forth in Paragraph 14 of this Lease.

(b) In addition to any other remedies set forth herein and in addition to any other remedies which may be available to Landlord at law or in equity, upon the occurrence of any Event of Default, Landlord, as Tenant's agent, without terminating this Lease, may at Landlord's option enter upon and let the Demised Premises or any part thereof "for the account of Tenant" to a new tenant, and in such event, Tenant shall be liable to Landlord for all costs and expenses incurred by Landlord in painting, altering or dividing the Demised Premises or any part thereof which is let to a new tenant or subtenant, combining the Demised Premises or any part thereof with any adjacent space for any new tenant, putting the Demised Premises or any part thereof which is let to a new tenant or subtenant in proper repair, protecting and preserving the Demised Premises (including placing watchmen and caretakers therein) and letting the Demised Premises to a new tenant or subtenant (including brokerage fees in so doing), and tenants shall further pay to Landlord, as liquidated damages for the failure of tenant to observe and perform Tenant's covenants herein contained, for each month of the period which constituted or otherwise would have constituted the balance of the Term of this Lease, and deficiency between (i) the sum of the monthly installment of rent, additional rent, and all other charges due hereunder or that otherwise would have become due hereunder, and (ii) the amount, if any, of the rent and additional rent collected on account of a new lease or sublease of the Demised Premises, net of any additional expenses incurred by Landlord pursuant to said new lease or sublease (provided, however, that nothing contained herein shall obligate Landlord to let or attempt to let, or sublet or attempt to sublet, the Demised Premises or any part thereof for the account of Tenant to a new tenant or subtenant).

(c) If an Event of Default occurs, Landlord shall have the right, at its option, with or without notice or demand, immediately after expiration of any applicable grace periods specified herein, to terminate this Lease, and at any time thereafter to recover possession of the Demised Premises or any part thereof and expel and remove therefrom Tenant and any other person occupying the Demised Premises, by any lawful means, and again repossess and enjoy the Demised Premises without prejudice to any of the remedies that Landlord may have under this Lease, or at law or in equity, by reason of either Tenant's default or such termination. Both Landlord and Tenant hereby specifically waive any right to a trial by jury in connection with any action or suit brought by Landlord in connection with this lease.

(d) In case of any Event of Default, termination of this Lease by Landlord, and/or dispossession by summary proceedings or otherwise, in addition to any rights and remedies which may be available to Landlord at law or in equity, (i) Landlord may, at its option, relet the Demised Premises, or any part thereof, whether in the name of Landlord or otherwise, for a term which may at Landlord's option be less than or exceed the period which constitutes or which otherwise would have constituted the balance of the Term of this Lease, and (ii) Tenant shall pay to Landlord, as liquidated damages for the failure of Tenant to observe and perform Tenant's covenants herein contained, for each month of the period which constituted or otherwise would have constituted the balance of the Term of this Lease, any deficiency between (1) the sum of the monthly installment of rent, additional rent, and all other charges due hereunder or that otherwise would have become due hereunder and (2) the amount, if any, of the rent and additional rent collected on account of a new lease of the Demised Premises, net of any additional expenses incurred by Landlord pursuant to said new lease (provided, however, that nothing contained herein shall obligate Landlord to relet or attempt to relet the Demised Premises), together with all costs and expenses incurred by Landlord in painting, altering or dividing the Demised Premises or any part thereof which is relet, combining the Demised Premises or any part thereof with any adjacent space for any new tenant, putting the Demised Premises or any part thereof which is relet in proper repair, protecting and preserving the Demised Premises (including placing watchmen and caretakers therein) and reletting the Demised Premises (including brokerage fees in so doing).

(e) The remedies provided in this Paragraph 20 shall not be exclusive and in addition thereto the Landlord may pursue such other remedies as are provided by law or equity. Tenant agrees to pay and the Landlord shall be entitled to recover all costs and expenses incurred by the Landlord in enforcing Landlord's rights. Tenant hereby expressly waives any and all rights of redemption, if any, granted by or under any present or future law in the event Tenant shall be evicted or dispossessed for any cause, or in the event Landlord shall obtain possession of the Demised Premises by virtue of the provisions of this Lease or otherwise.

(21) Eminent Domain. If the whole of the Demised Premises, or such portion thereof as will make Demised Premises are leased, shall be appropriated or taken pursuant to the power of Eminent Domain by any public or quasi-public authority, then the Term herewith granted shall cease and terminate from the date when possession thereof is taken by such public authority and the parties hereto shall be released from further liability hereunder, and Rent shall be computed between Landlord and Tenant as of and be paid to that day. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover from the condemnor compensation and damage caused by condemnation and neither party shall have any rights in any award or settlement so received by the other from the condemning body. If only part of the Demised Premises shall have been taken under the power of Eminent Domain and the Demised Premises so taken may be replaced or restored within a period of 120 days from the date of taking thereof and thereby make said Demised Premises as rebuilt or restored, useable for the Tenant's purposes as herein described, then in such event the Landlord shall notify the Tenant within 15 days from the date of such taking, of the Landlord's election to repair or restore such taken area and this Lease shall continue in full force and effect, except that during the period of rebuilding or restoration, if the Tenant can operate its business during such period, the Tenant's rent shall be reduced in the same proportion that the amount of the floor area of the Demised Premises taken bears to the total Gross Leasable Area of the Demised Premises immediately prior to such taking. Upon completion of said reconstruction the full amount of rent as provided herein shall be paid to the Landlord. Sale by Landlord to any public or quasi-public body having the power of Eminent Domain under threat of condemnation proceeding or while such proceedings are pending, shall be deemed to be a taking by Eminent Domain.

(22) Subordination to Landlord's Mortgage. This Lease shall at all times be subject and subordinate to any and all present and future mortgages, security deeds, or encumbrances which may be placed by the Landlord on said Demised Premises or any part thereof. The Tenant covenants and agrees to execute upon demand of the Landlord all instruments necessary or desirable to further evidence the subordination of this Lease to the lien of any mortgages, security deeds or encumbrances, as shall be required by the Landlord. The Tenant hereby irrevocably appoints Landlord as attorney-in-fact for the Tenant, with power to execute and deliver, without subjecting Landlord to liability of any kind, such instrument or instruments for and in the name of the Tenant, in the event the Tenant shall fail to execute such instrument or instruments within five (5) days after written notice to do so is given to the Tenant. Provided, however, anything to the contrary contained herein notwithstanding, such mortgagee or encumbrance holder shall recognize the validity and continuance of this Lease in the event of a foreclosure of Landlord's interest or otherwise, as long as Tenant shall not be in default under the terms of this Lease.

(23) Waiver of Subrogation in the Event of Loss Covered by Insurance. Landlord and Tenant each hereby release each other and each other's officers, directors, employees, agents and partners from liability for loss or damage to the other or anyone claiming by, through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage casualties covered by the insurance maintained hereunder; provided, however, that this release shall be applicable and in force and effect only with respect to and to the extent of loss or damage actually recovered from an insurance company and only with respect to loss or damage occurring during such times as the releasor's insurance policy shall contain a clause or endorsement or the effect that any such release shall not adversely affect or impair said policy or prejudice the right of the releasor to recover thereunder. Landlord and Tenant each agree that it will request its insurance company to include in its policy such a clause or endorsement. If the insurance company is willing to include such clause or endorsement in a policy carried by a party hereto only on condition that the premium be increased, the party required to carry the insurance shall give notice to the other party of the need for an increased premium and of the amount of such increase, and the

other party, at its election may pay the same, but shall not be obligated to do so. The clause or endorsement shall be required only if the other party pays the increase within twenty (20) days after the notice is given.

(24) **Tenant's Evidence of Term and Rent.** Upon Landlord's request, the Tenant shall execute, acknowledge and deliver to the Landlord, within ten (10) days from the date of said request a "mortgagees acceptance letter", "estoppel letter", and/or a statement in writing certifying that this Lease is in full force and effect and containing the dates to which rent and any other charges have been paid, and containing such other information as Landlord shall reasonably request. The statement so delivered to the Landlord may be relied upon by any prospective purchaser of or by any prospective mortgagee of the Center.

(25) **Release from Liability in Certain Events.**

(a) In the event the Landlord is delayed or prevented from making any repairs, rebuilding or restoring, or furnishing any services or performing any other covenant or duty, whether express herein or implied, to be performed on the Landlord's part due to strike, lockout, weather, embargo, war, governmental orders or acts of God or any other cause beyond the Landlord's control, then the Landlord shall not be liable to the Tenant for damages resulting therefrom, nor, except as expressly otherwise provided in connection with casualty losses or condemnation proceedings, shall the Tenant be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim in the Tenant's favor that such failure constitutes actual or constructive, partial or total, eviction from the Demised Premises.

(b) Tenant shall not be entitled to any compensation or reduction of rent by reason of inconvenience or loss arising from the necessity of the Landlord's entering the Demised Premises for any of the purposes authorized in this Lease, or for repairing the Demised Premises or any portion of the Building of which the Demised Premises are a part.

(26) ~~—Reconfiguration of Center. In contemplation of any possible future reconfiguration of the Center and the benefits to accrue to Tenant from the reconfiguration of the Center, Landlord and Tenant agree that Landlord may, at its option, relocate Tenant to a reasonable location in the center comparable in size to the Premises and lease such new location to Tenant on the terms and conditions of this lease as modified by this Paragraph 26 at such time as Landlord shall deem necessary. If Tenant elects not accept said relocation, Landlord may terminate this lease upon not less than ninety (90) days written notice to Tenant and reimburse Tenant for the value of the unamortized portion of Tenant's leasehold betterments and improvements, based upon Tenant's documented expenditures, as evidenced by Tenant to Landlord's reasonable satisfaction. If Landlord elects to relocate Tenant, Landlord shall tender the new location to Tenant in substantially the same condition as the original Premises were in when tendered to Tenant.~~

(27) **Successors.** The covenants, conditions, and stipulations contained in this Lease shall bind and inure to the benefit of the Landlord and Tenant and their respective successors-in-interest, sub-lessees, assigns, heirs, executors and legal representatives, except as provided in this Lease. "Landlord" and "Tenant" as used herein shall include male and female, singular and plural, corporation, partnership, individual or entity in any places herein in which the context may require or permit such substitution, substitutions or designations.

(28) **Interest and Attorney's Fees.** All past due rent, additional rent, any amounts which the Landlord has advanced in order to cure the Tenant's defaults hereunder, and any other charges hereunder, shall bear interest at the rate of eighteen percent (18%) per annum. Any amounts advanced by the Landlord pursuant to the terms and provisions of this Lease shall be repaid to the Landlord by the Tenant by the first day of the calendar month following the date of such advances. If any rent, advances or other charges owing under this Lease is collected by or through an attorney-at-law, Tenant agrees to pay fifteen percent (15%) of the amounts owed as Landlord's expenses for attorney's fees in effecting collection.

(29) **Rights Cumulative.** All rights, powers and privileges available hereunder to the parties hereto are cumulative and are in addition to those granted by law and equity.

(30) **Service of Notice and Address of the Parties.** The notices required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be either delivered personally or deposited into the U.S. Mail, postage prepaid, by certified or registered mail, return receipt requested, addressed to the parties as below set forth. Notice shall be deemed effective upon the earlier to occur of (i) actual receipt of such notice, if served personally, (ii) actual receipt of the notice, if mailed as aforesaid, or (iii) three (3) business days after the notice is deposited in the mail, if properly addressed and postage is prepaid as aforesaid. For purposes of this Paragraph 30, the respective addresses of Landlord and Tenant are as follows, unless hereafter changed by notice to the other:

Landlord: Villa Rica Shops Associates, L.L.C.
c/o Jacoby Development, Inc.
1000 Abernathy Road
Bldg 400, Suite 1250
Atlanta, Georgia 30328

Tenant: Jesus Mata, President
Mi Ranchito, Inc.
40 Landmark Court
Marietta, Georgia 30060

With a copy to:

Gerald A. Benda, Esq.
Kresses, Benda, Lenner, & Schatten
1801 Peachtree Street
Suite 330
Atlanta, Georgia 30309

Tenant hereby appoints as its agent to receive the service of all dispossession or distraint proceedings and notices required or permitted under this Lease the person in charge of or occupying said Demised Premises at the time. If no person is in charge of or is occupying the Demised Premises, then such service or notice may be personally made by attaching or tacking the same to the main entrance of the Demised Premises. A copy of any notice under this Lease so served by attaching or tacking shall also be mailed to Tenant as hereinabove set forth: provided, however, that this requirement shall not extend to dispossession or distraint proceedings so served, and delivery of such proceeding shall be deemed effective on the date of such attachment or tacking.

(31) Waiver of Rights. No Failure of Landlord to exercise from time to time any right or privilege granted Landlord hereunder, or to insist upon strict and faithful compliance by Tenant with all of the obligations hereunder required of the Tenant, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand strict compliance with the Terms hereof. No waiver by Landlord of any breach of any covenant of the Tenant herein contained shall be construed as a waiver of any subsequent breach of the same or any other covenant herein contained.

(32) Captions. Paragraph captions throughout this Lease are inserted for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease or as a limitation of the scope of the particular paragraph to which they refer.

(33) Common Area Maintenance Charge.

(a) During each month of the Lease Term, Tenant shall pay, along with its monthly installments of Fixed Minimum Rent and without demand, deduction or setoff, as Additional Rent to Landlord, Tenant's proportionate share of all costs incurred by Landlord in maintaining, repairing, replacing, operating and insuring the portions of the Shopping Center which are the responsibility of Landlord hereunder (herein sometimes referred to as the "Operating Costs"), including, without limitation, the total costs of operating, repairing, replacing, lighting, cleaning, maintaining, painting, securing, managing and insuring (including liability insurance for personal injury, wrongful arrest or detainer, death and property damage; insurance and extended coverage against fire, theft, flood or other casualty; rent insurance; Worker's Compensation insurance; fidelity bonds for personnel; and plate glass insurance) the Shopping Center; repairs, replacements or improvements to the Shopping Center which are designed to reduce the operating costs for the Shopping Center or which are made necessary by any law or ordinance applicable to all or a portion of the Shopping Center; the cost of any capital improvements made to the Common Areas of the Property that is required under the interpretations or regulations issued from time to time under the provisions of the American with Disabilities Act of 1990, 42 U.S.C. § 12101 . 12213 (collectively, the "Disability Acts"); plus an administrative cost equal to fifteen percent (15%) of the foregoing costs.

(b) Tenant's proportionate share of Operating Costs shall be computed by first deducting from Operating Costs any contributions made thereto by Wal-Mart, and then multiplying the remainder of the Operating Costs by a fraction, the numerator of which shall be the number of square feet of the Premises and the denominator of which shall be the gross leasable area of the Shopping Center, exclusive of the area occupied by Wal-Mart. Tenant shall pay its proportionate share of the operating costs in advance based on estimates made by Landlord from time to time. Estimates may be revised each Lease Year on the basis of actual Operating Costs for the preceding year of operations. Should Operating Costs be underestimated, Tenant shall pay any deficiency along with the payment of Fixed Minimum Rent next due and thereafter pay its adjusted proportionate share of Operating Costs in equal monthly installments as herein provided. Any excess payments shall be credited against the payments of Operating Costs next due.

(c) Failure by Tenant to exercise any audit right granted herein or Landlord to dispute any Tenant audit within the specified time period or the failure of either party to otherwise fail to contest or dispute the allocation of Additional Rent or CAM Charges within twelve (12) months of the date any statement for Additional Rent or CAM Charges or fees is submitted to Tenant:

(1) is deemed a waiver of the application audit or dispute right and any right to contest the Additional Rent charges (undercharges or overcharges) for the applicable Lease year;

(2) is deemed acceptance of the Additional Rent charges as submitted to and reviewed by Tenant; and

(3) constitutes full release of Landlord by Tenant for any overcharges of Additional Rent more than one year old and a full release of Tenant by Landlord for any undercharging of Additional Rent more than one year old.

(34) Security Deposit:

(a) Prior to lease execution, Tenant will pay to Landlord, as a security deposit, the amount of _____. The security deposit shall be held by Landlord, without liability for interest thereon, as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease on the part of Tenant to be observed and performed. The security deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant without the prior consent of Landlord in each instance and any such act on the part of Tenant shall be without force and effect and shall not be binding upon Landlord.

(b) If any of the rents herein reserved or any other charges or sums payable by Tenant to Landlord shall be overdue and unpaid, or should Landlord make advances on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, the Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply the security deposit or so much thereof as may be necessary to compensate Landlord toward the payment of rents, charges or other sums due from Tenant or toward any loss, damage or expense sustained by Landlord resulting from such default on the part of Tenant, and in such event, Tenant shall forthwith upon demand restore the security deposit to the original sum deposited. In the event Tenant shall fully and faithfully comply with all of the terms, covenants and conditions of this Lease and pay all the rental as they fall due and all other charges and sums payable by Tenant to Landlord, the security deposit shall be returned in full to Tenant following the date of the expiration or sooner termination of the Lease:

(c) In the event any bankruptcy, insolvency, reorganization or other creditor/debtor proceedings shall be instituted by or against Tenant or its successors or assigns, or the guarantor, if any, the security deposit shall be deemed to be applied first to the payment of any rents and/or other charges due Landlord for all periods prior to the institution of such proceedings, and the balance, if any, of the security deposit may be retained by Landlord in partial satisfaction of Landlord's damages:

(d) Landlord may deliver the security deposit to the transferee of Landlord's interest in the Premises in the event that such interest be sold or transferred and thereupon Landlord shall be discharged and released from all further liability with respect to the security deposit or return thereof to Tenant and Tenant agrees to look solely to the new landlord for the return of the security deposit and this provision shall also apply to any subsequent transferees:

(35) Covenant Against Liens. Tenant shall do all things necessary to prevent the filing of any mechanic's or other liens against the Demised Premises or any portion of the Center in which the Demised Premises are located by reason of doing any work, labor, services or materials performed or supplied or claimed to have been performed or supplied to Tenant or anyone holding the Demised Premises or any part thereof through or under Tenant. If any such lien shall at any time be filed, Tenant shall either cause the same to be vacated and cancelled of record within 15 days after the filing thereof or if Tenant in good faith determines that such liens should be contested, Tenant shall furnish such security by a surety bond or otherwise as may be necessary or be prescribed by law to release the same as a lien against the Premises and to prevent any foreclosure of any such lien during the pendency of such contest. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all loss, cost or expense, including reasonable attorney's fees and expenses actually incurred, based upon or arising out of such liens. Although Landlord shall not be required to discharge any such lien, should Landlord choose, at its sole discretion, to take such actions as are necessary to vacate or cancel such lien. Tenant shall immediately pay Landlord all sums expended by Landlord in so doing.

(36) Legal Restrictions. If any of the rent payable under the terms of this Lease shall be or become uncollectible, reduced, or required to be refunded because of any applicable law, ordinance, order, rule, requirement or regulation, Tenant shall enter into such agreements and take such other steps as Landlord may request and as may be legally permissible to permit Landlord to collect the maximum rents which from time to time during the continuance of such legal rent restriction may be legally permissible (and not in excess of the amounts reserved under this Lease). Upon the termination of such legal rent restriction, (a) the rents shall become and thereafter be payable in accordance with the amounts reserved herein for the periods following such termination and (b) Tenant shall pay to Landlord, to the maximum extent legally permissible, an amount equal to (i) the rents which would have been paid pursuant to this Lease but for such legal rent restriction, less (ii) the rents paid by Tenant during the period such legal rent restriction was in effect.

(37) GPI Adjustment. The Base Monthly Rent required to be paid by Tenant to Landlord pursuant to Paragraph 4 of this Lease shall be adjusted as follows:

(a) The Base Monthly rent shall be adjusted pursuant to this Paragraph 37 prior to each and every anniversary of the commencement date of this Lease (each such anniversary of the commencement

date is respectively hereinafter referred to as "Adjustment Date") and the Adjusted Monthly Rent (as defined below) shall become effective on each Adjustment Date and shall be due and payable monthly on the first day of each and every calendar month in accordance with the provisions on Paragraph 4 herein until the next succeeding Adjustment Date:

(b) On each Adjustment Date the "Adjusted Monthly Rent" due hereunder for the upcoming year shall be the greater of: (1) an amount determined by multiplying the monthly rent for the year immediately preceding the current Adjustment Date by a fraction having as its numerator the Consumer Price Index (as defined below) most recently published prior to the current Adjustment Date and as its denominator the Consumer Price Index for the same calendar month in the immediately preceding year; or (2) an amount determined by multiplying the monthly rent for the year immediately preceding the current Adjustment Date by a factor of 1.05:

(c) "Consumer Price Index", as used herein, shall mean the "Consumer Price Index for All Urban Consumers, U.S. City Average, All Items" (1982-84=100) issued by the Bureau of Labor Statistics of the U.S. Department of Labor. If the Consumer Price Index is discontinued, then the Consumer Price Index published by the U.S. Department of Commerce shall be used and is the U.S. Department of Commerce Consumer Price Index is discontinued, the Landlord and Tenant shall in good faith agree on a comparable substitute:

(38) **No Estate in Land.** This Lease shall create the relationship of Landlord and Tenant and no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except as otherwise provided herein.

(39) **Liability of Landlord.** Landlord and, in case Landlord shall be a joint venture, partnership, tenancy-in-common, association or other form of joint ownership, the members of any such joint venture, partnership, tenancy-in-common, association or other form of joint ownership, shall have absolutely no personal liability with respect to any provision of this Lease or any obligation or liability arising from this Lease or in connection with this Lease. Tenant shall look solely to the interest of Landlord in the Demised Premises for the satisfaction of any damages or remedies of Tenant and Tenant's sole recourse against Landlord shall be against Landlord's interest in the Demised Premises.

(40) **Entire Agreement.** This Lease, including any attachments made a part hereof, contains the entire agreement between the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force of effect. This Lease may be modified or amended only by a written agreement signed by the parties hereto.

(41) **Applicable Law.** This Lease is made and is to be performed in the State of Georgia and shall be governed by and construed in accordance with the laws of the State of Georgia.

(42) **Release of Other Tenants.** As a condition of entering into this Lease, Tenant further hereby releases all claims which Tenant may have against any other tenants in the Center of which the Demised Premises is a part, and the employees and agents of said tenants, by way of subrogation or otherwise, for loss or damage to any property (real or personal) caused by fire or any other insured peril covered by any insurance policies for the benefit or either party, whether or not caused by the fault or negligence of any other such tenant, its employees or agents.

(43) **Reports by Tenant.** Within thirty (30) days after the end of each Lease Year during the term hereof, Tenant shall deliver to Landlord a statement, signed and certified under oath by Tenant or by an executive officer of Tenant to be true and correct, or signed and certified by a Certified Public Accountant, showing Gross Sales made during the Lease Year concerned. Landlord agrees that it will not divulge in any way the information obtained from such report or from its inspection of Tenant's books and records, except in connection with any litigation between the parties hereto concerning this Lease or as may be required by any mortgages of the Shopping Center, or any part thereof.

(44) **Hazardous Substances.** Tenant represents and warrants that it has obtained and will maintain all local, state and federal governmental licenses necessary in order to conduct its operations, including storage, treatment and disposal of all waste products. Permits which have not yet been obtained would not normally be obtained at this time and may be obtained in the ordinary course of business. Tenant agrees to apply for all necessary licenses in a timely manner. Tenant represents and warrants that it will operate the Premises in compliance with any and all federal, state or local laws, rules or ordinances, including, but not limited to, the following: Clean Air Act, 42 U.S.C. 7401 *et seq.*; Federal Water Pollution Control Act, 33 U.S.C. 1251 *et seq.*; Subchapter 3 of the Resource Conservation & Recovery Act, 42 U.S.C. 6901, 6921 *et seq.*; Toxic Substance Control Act of 1976, 15 U.S.C. 2601 *et seq.*; Asbestos Hazard Emergency Response Act of 1986, 15 U.S.C. 2641 *et seq.*; Comprehensive Environmental Response, Compensation & Liability Act ("CERCLA" or "SUPERFUND"), 42 U.S.C. 9601 *et seq.*; National Environmental Policy Act, 42 U.S.C. 4321 *et seq.*; Regulations of the Environmental Protection Agency, including, but not limited to, 40 CFR 1 *et seq.*, and the Georgia Hazardous Waste Management Act, O.C.G.A. 12-8-60 *et seq.* Tenant represents and warrants that it shall not cause or permit to continue any intentional or unintentional release of hazardous materials other than those licensed or permitted by governmental agencies or by applicable laws or regulations. Should Tenant cause or permit any intentional or unintentional release of hazardous materials into the air, on the surface or into the subsurface of the Property resulting in damaged

soil, surface water, ground water, flora or fauna on the Property, within the waters of the State of Georgia or the United States, or on adjacent properties, Tenant shall notify Landlord and the appropriate jurisdictional and governmental agencies.

Tenant shall and hereby does indemnify and hold Landlord harmless from and against any and all loss, damages, expenses, fees, claims, demands, causes of action, judgements, costs and liabilities, including, but not limited to, reasonable attorney's fees and costs of litigation, and costs and expenses of response, remedial and corrective work and other clean up activities, arising out of or in any manner connected with (i) the violation by Tenant or Tenant's employees, agents, delegees, invitees, licensees, concessionaires, contractors or representatives or any federal law, state law or any legal requirements affecting the Premises with respect to hazardous materials (defined as hazardous, toxic, infectious or radioactive by any federal law, state law or any legal requirement affecting the Premises) or petroleum products, or (ii) an occurrence of hazardous materials or petroleum contamination (defined as any contamination or, in, over or beneath the Premises or other elements on or of any property as a result of hazardous materials or petroleum products at any time emanating from the Premises), arising out of or in any manner connected with Tenant's use or occupancy of the Premises.

(SIGNATURE PAGE FOLLOWS)

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

LANDLORD:

VILLA RICA SHOPS ASSOCIATES, L.L.C.
a Georgia Limited Liability Company

By: VR Shops G.P., Inc.
a Georgia corporation, Manager

By: _____

Name: _____

Title: _____

Date: _____

Signed, sealed, and delivered
in the presence of:

Witness

Notary Public

TENANT:

^{EL}
Mi Ranchito, Inc. d/b/a ~~MR~~ Ranchito Mexican
Restaurant,

By: Jesus Mata

Name: Jesus Mata

Title: President

Date: 4/25/00

Signed, sealed, and delivered
in the presence of:

Katherine Robinson
Witness

Harold Banda
Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires Nov. 17, 2003

TENANT INT. _____

LANDLORD INT. _____

(45) **Special Stipulations (if any):**

1) WAL-MART "ECR":

Tenant acknowledges that the Shopping Center is encumbered by that certain Easement with Covenants and Restrictions Affecting Land dated April 29, 1999 by and among Wal-Mart Real Estate Business Trust, Villa Rica WM Associates, L.L.C., and Villa Rica Shops Associates, L.L.C. (the "ECR"). Tenant agrees that its use and occupancy of the demised premises are subject to the ECR and Tenant hereby agrees to fully and completely comply with the terms of the ECR.

2) BASE RENT:

<u>YRS.</u>	<u>PER SQ. FT.</u>	<u>ANNUALLY</u>	<u>MONTHLY</u>
1-5	\$13.50	\$ 48,600.00	\$4,050.00

3) OPTIONS TO RENEW:

As long as Tenant is not in default of the terms and conditions of this Lease, Tenant shall have the option to renew this Lease for one (1) period of five (5) years at the following rental rate:

<u>YRS.</u>	<u>PER SQ. FT.</u>	<u>ANNUALLY</u>	<u>MONTHLY</u>
6-10	\$14.85	\$ 53,460.00	\$4,455.00

(4) Landlord will provide Tenant with \$33,000.00 for improvements above vanilla shell standard finish.

(5) Tenant's obligations under this Lease are specifically contingent upon Premises, but not any individual, qualifying to receive an alcohol beverage consumption on premises license by the City of Villa Rica, and the State of Georgia. If it is determined that the Premises do not qualify to receive a grant of either such license from either of said entities, Tenant shall have the right to terminate the Lease, upon providing written notice to Landlord within ten days of receipt of such disqualification. In the event that Tenant opts to terminate the Lease in accordance with this Special Stipulation, Tenant shall sign an Affidavit stating that it has paid all amounts due for any and all construction, improvements, alterations, and additions to the Premises and shall provide Landlord with lien waivers from any and all persons who have performed services, labor and/or materials to said Premises. Upon receipt of the alcohol beverage consumption on premises license by the City of Villa Rica, and the State of Georgia, this Stipulation shall have no further force or effect.

(6) Tenant shall have the exclusive right to operate a Mexican restaurant at the Villa Rica Commons Shopping Center. This Stipulation shall not include Mexican fast food which is now or may in the future be served at the WalMart located at the Shopping Center as well as any outparcel.

(7) Tenant shall be permitted to construct a patio/deck alongside the Premises. Prior to Commencement of construction of said deck, Tenant shall submit plans for same to Landlord for approval, which approval shall not be unreasonable withheld. Tenant's proposed construction shall be in conformance with all applicable building codes.

A



Exhibit B

INTERIOR FINISH

Per interior plan as drawn by Richard R. Rekau, Architects, approved by Tenant and Landlord.

RULES AND REGULATIONS

TENANT AGREES AS FOLLOWS:

1. All deliveries or shipments of any kind to and from the Demised Premises, including loading of goods, shall be made only by way of the rear of the Premises or at any other location designated by Landlord.
2. Garbage and refuse shall be kept in the type of container specified by Landlord and shall be placed at the location within the Premises designated by Landlord for collection at the time specified by Landlord. Tenant shall pay the cost of linen in approved fire rating organization containers.
3. No radio, television, phonograph or other similar devices, or aerial attached thereto (inside or outside) shall be installed without first obtaining in each instance the Landlord's consent in writing, which consent shall not be unreasonably withheld. If such consent is given, no device shall be used in a manner so as to be heard or seen outside the Demised Premises. Landlord acknowledges and agrees that, unless it becomes detrimental to other businesses operating within the Shopping Center, Tenant shall be permitted to have background musical entertainment, both live and recorded, and shall be permitted to install televisions on the premises, with cable and/or satellite receivers to display such broadcasts. Tenant may not install and roof-mounted systems without prior written consent from Landlord, which consent shall not be unreasonably withheld.
4. Tenant shall keep the Demised Premises at a temperature sufficiently high to prevent freezing of water pipes and fixtures.
5. The outside areas immediately adjoining the Demised Premises shall be kept clean and free from dirt and rubbish by Tenant and Tenant shall not place, suffer or permit any obstruction or merchandise in such areas.
6. Tenant shall not use the public or common areas in the Shopping Center for business purposes other than the patio/deck area to be constructed alongside the Premises, which area shall be designated on Tenant's final plan. Tenant shall, at its own cost be responsible for keeping the patio/deck clean and free of debris, in a manner consistent with the cleanliness of the common areas of the Center.
7. Tenant and its employees shall park their cars only in those portions of the parking area, if any designated for that purpose by Landlord. Tenant shall furnish to Landlord automobile license numbers for its employees within five (5) days after taking possession of the Premises and Tenant shall thereafter notify Landlord of any changes within five (5) days after such changes occur. If Tenant or its employees fail to park their cars in designated parking areas, then Landlord may charge Tenant Ten Dollars (\$10.00) per day for each day or partial day per car parked in any areas other than those designated as and for liquidated damages. Tenant hereby authorized Landlord to tow from the Shopping Center any of Tenant's cars or cars belonging to Tenant's employees, or attach violation stickers or notices to such cars.
8. Plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substances of any kind shall be thrown therein.
9. Tenant shall use, at Tenant's cost, a pest extermination contractor at such intervals as Landlord may require.
10. Tenant shall not burn trash or garbage in or about the Demised Premises, the Shopping Center or within one mile of the outside radius of the Shopping Center.
11. Tenant shall not place, suffer or permit displays, decorations or shopping carts on the sidewalk in front of the Demised Premises, or on or upon any of the common areas of the Shopping Center.
12. Tenant agrees that it will not do or suffer to be done, any act, matter or thing objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Demised Premises or any part thereof, or on the building of which the Demised Premises may be a part, shall become void or suspended. In case of a breach of this covenant, in addition to all other remedies of Landlord hereunder, Tenant agrees to pay to Landlord as additional rent any and all increase or increases of premiums on insurance carried by Landlord on the Demised Premises, or any part thereof, or on the building of which the Demised Premises may be a part, caused in any way by the occupancy of Tenant.
13. Tenant shall not maintain or bring onto the Demised Premises any substance which could be classified under any existing or future laws as "hazardous material", as presently determined by any local, state or federal governmental authority. Landlord shall have the right to cause Tenant, at Tenant's expense, to remove and properly dispose of any hazardous material, and if Tenant fails to do so, Landlord may, and charge Tenant, in addition to Tenant's action in creating the situation and constituting a material breach.
14. Tenant shall, during the Lease Term keep the Demised Premises open for business during all days and hours as are in keeping with the rules and regulations established by the Landlord or, if none have been established, then for such days and hours as shall be utilized by a majority of other occupants of the Shopping Center who conduct retail businesses, and at all such time, fully manned and in full operation, and in good faith with a complete line of full selection and sufficient stock of new and first class merchandise of current style and type, attractive displays, and with sufficient and competent personnel and with such materials and supplies as are necessary for the proper operation of the Premises. Tenant shall keep its display windows properly dressed and illuminated each day, from dusk to one-half hour after the usual closing time for the entire center.
15. Landlord may amend or add new rules and regulations for the use and care of the Demised Premises, the buildings of which the Premises are a part, and the common areas and facilities.

EXHIBIT D

SIGN CRITERIA

1. All signs shall be individual channel letters, each internally illuminated, and mounted on a raceway that matches the color of the building fascia, with the color and type style of each letter face subject to prior written approval by Landlord.
2. Tenant's sign shall not exceed 36 inches nor be less than 12 inches in height and the total width of the sign, including logo, shall not exceed 80 percent of the width of the Demised Premises. All signs shall be centered between Tenant's demising walls. All signs are subject to local codes.
3. All signs shall be constructed on minimum .080 aluminum sheet with 3/16 " plexiglass face, with minimum depth of 4" or as minimum as required by sign contractor (whichever is greater). Aluminum sides, trim and backs shall be primed and painted Duranotic Bronze #313. Jewellite to be Bronze. Neon to be 13 mm single stroke white with the appropriate transformer wired per code. Letters are to be mounted on an all aluminum (.063) raceway painted with a color as specified by Landlord to match the building. The sign shall be mounted on the building fascia area. No pop rivets and returns are to be (.063).
4. Electrical power to signs shall be extended at Tenant's expense from the electrical service supplying Tenant's Premises.
5. All signs shall be mounted only in area designated by Landlord for Tenant's signage.
6. Design construction, installation and maintenance of signs shall be the expense of Tenant. All signs must meet appropriate codes of the local county. All work must be performed by a licensed and insured sign company. Working drawings must include design specifications of all measurements as they relate to the fascia.
7. No signs or displays of any kind may be placed on or behind or be visible from any of the storefront glass areas without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Paper signs, stickers, or portable attraction board signs are prohibited. Tenant shall be permitted to display its menus on or near the store front glass area
8. Transformers shall be mounted out of sight at areas approved by Landlord. Tenant shall at its expense enclose all transformers, junction boxes and exposed wires or conduit in accordance with Landlord's standards and prime and paint the enclosure with Landlord's building standard color.
9. Drawings shall be submitted for approval to Landlord prior to fabrication.
10. Signage must be approved by Landlord in writing before order is placed with tenant's sign company. The decision to approve Tenant's signage shall be made within five (5) business days from receipt of the proposal by Landlord. Failure to approve or deny the sign proposal within such time period shall be deemed an approval or such proposal.

* Additional information on signage found in section 8 of this Lease.

SCSTD

- 1 Place sign on raceway!
 2. Do not penetrate roof membrane!
 3. Place no objects, electrical or others on roof!
- contact joh superintendent on site before beginning work!

EXHIBIT E

CERTIFICATE AFFIRMING THE LEASE COMMENCEMENT DATE

This Exhibit is attached to and made a part of that certain Lease Agreement dated as of the ____ day of _____, 2000 (the "Lease"), by and between Villa Rica Shops Associates, L.L.C. ("Landlord") and Mi Ranchito, Inc. d/b/a ^{EL} ~~EL~~ Ranchito Mexican Restaurant ("Tenant"). The terms used in this Certificate that are defined in the Lease shall have the same meanings as provided in the Lease.

This Certificate is being provided pursuant to the terms and provisions of that certain lease execution date of _____ (the "Lease"), between Villa Rica Shops Associates, L.L.C. and _____. The parties to the Lease desire to confirm that the following terms which are defined in the Lease shall have the meanings set forth below for all purposes in the Lease:

1. The Lease Commencement Date is _____.
2. The Rental Commencement Date is _____.
3. The initial term of the Lease shall expire on _____.

LANDLORD:

Villa Rica Shops Associates II, L.L.C.
a Georgia limited liability company

By: VR Shops G.P.,
a Georgia corporation, Manager

By: _____

Name: _____

Title: _____

TENANT:

Mi Ranchito, Inc. d/b/a ^{EL} ~~EL~~ Ranchito Mexican

By: Jesus Mateo

Date: 4/25/00

Restaurant

EXHIBIT F

GUARANTY OF LEASE OBLIGATIONS

THIS GUARANTY OF LEASE OBLIGATIONS is made this _____ day of _____, 2000, by the undersigned, Jesus Mata (hereinafter referred to as "Guarantor(s)").

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00 in hand paid and other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged by Guarantor(s), and for the purpose of seeking to induce Villa Rica Shops Associates, L.L.C., ("Landlord") to enter into that certain Lease Agreement (the "Lease") dated _____ with Jesus Mata, President MI Ranchito, Inc. d/b/a  Ranchito Mexican Restaurant, a Georgia Corporation ("Tenant") for the lease of certain space in Villa Rica Commons Shopping Center located in County of Carroll, City of Villa Rica, State of Georgia, which Lease will be to the direct interest and advantage of Guarantor(s), Guarantor(s) does (do) hereby unconditionally guarantee to Landlord (a) the full and prompt payment when due, whether by acceleration or otherwise, with such interest as may accrue thereon of all sums which may become due under the Lease; (b) the full and prompt performance of any and all obligations of Tenant under the Lease; and (c) the full and prompt compliance of Tenant with all provisions, terms, covenants and conditions of the Lease. If Tenant at any time defaults in such payment, performance, or compliance, Guarantor(s) will promptly pay, keep, perform and observe the same, as the case may be, in the place and stead of Tenant.

Guarantor(s) hereby acknowledges and covenants that it has read the Lease and is aware of the terms, conditions, and requirements contained therein. Guarantor(s) does hereby agree that if any and all sums which are now or may hereinafter become due from Tenant to Landlord under the Lease are not paid by Tenant in accordance with its terms, or if Tenant does not perform any and all obligations of Tenant under the Lease, and comply with all terms and conditions of the Lease, Guarantor(s) will immediately make such payments, perform such obligations and comply with all such terms and conditions. Guarantor(s) further agrees to pay Landlord all expenses (including, without limitation, attorney's fees) paid or incurred by Landlord in endeavoring to collect the payments or enforce the obligations of Tenant guaranteed hereby, or any portion thereof, or to enforce this Guaranty.

Guarantor(s) hereby consents and agrees that Landlord may at any time, and from time to time, without further notice to or further consent from Guarantor(s), either with or without consideration, surrender any property or other security of any kind or nature whatsoever held by it or by any person, firm or corporation on its behalf or for its account, at any time hereafter securing any amounts or liability hereby guaranteed; extend or renew the Lease for any period; grant releases, compromises and indulgences with respect to the Lease and to any persons or entities now or hereafter liable thereunder or hereunder; release any other guarantor(s) of the Lease; or take or fail to take any action of any type whatsoever.

No such action which the Landlord shall take or fail to take in connection with the Lease or for the performance of any obligations or undertakings of Tenant, nor any course of dealing with Tenant or any other person, nor any renewals, extensions, amendments or modifications of the Lease, shall release Guarantor's obligations hereunder, affect this Guaranty in any way or afford Guarantor(s) any recourse against Landlord.

The provisions of this Guaranty shall extend and be applicable only to the initial five year term of the Lease, and shall not include any include any renewals, extensions, amendments or modifications thereof.

Guarantor(s) hereby subordinates any and all indebtedness of Tenant now or hereafter owed to Guarantor(s) to all indebtedness of Tenant to Landlord, and agrees with Landlord that Guarantor(s) shall not demand or accept any payment of principal or interest from Tenant and shall not claim any offset or other reduction of Guarantor's obligations hereunder because of any such indebtedness; provided, however, that, if Landlord requests, such indebtedness shall be collected, enforced and received by Guarantor(s) as trustee for Landlord and be paid over to Landlord on account of the indebtedness of Tenant to Landlord, but without reducing or affecting in any manner the liability of Guarantor(s) under the other provisions of this Guaranty.

Guarantor(s) hereby waives and agrees not to assert or take advantage of (a) the defense of the statute of limitations in any action hereunder or for the collection of any amounts or the performance of any obligations hereby guaranteed; (b) any defense that may arise by reasons of the incapacity, lack of authority, death or disability of Guarantor(s) or any other person or entity, or the failure of Landlord to file or enforce a claim against the estate (either in administration, bankruptcy, or any other proceeding) of Tenant or any other person or entity; (c) any defense based on the failure of Landlord to give notice of the existence, creation or incurring of any new or additional indebtedness or obligation or of any action or non-action on the part of any other person whomsoever, in connection with any obligation hereby guaranteed; (d) any defense based upon an election of remedies by Landlord which destroys or otherwise impairs any subrogation or rights of Guarantor(s) or the right of Guarantor(s) to proceed against Tenant for reimbursement, or both; (e) any defense based upon failure of Landlord to commence an action against

Tenant; (f) any duty on the part of Landlord to disclose to Guarantor(s) any facts it may now or hereafter know regarding Tenant; (g) acceptance or notice of acceptance of this Guaranty by Landlord; (h) notice of presentment and demand for payment of any of the amounts or performance of any of the obligations hereby guaranteed; (i) protest and notice of dishonor or of default or Guarantor(s) or to any other party with respect to payment of the amounts or performance of obligations hereby guaranteed; (j) any and all other notices whatsoever to which Guarantor(s) might otherwise be entitled; and (k) any defense based on lack of due diligence by Landlord in collection, protection or realization upon any collateral securing the amounts due and obligations of Tenant under the Lease.

This is a guaranty of payment and performance and not of collection. This liability of Guarantor(s) under this Guaranty shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against Tenant or any other person, not against securities or liens available to Landlord. Guarantor(s) waives any right to require that an action be brought against Tenant or any other person to require that resort be had to any security or to any deposit or credit in favor of Tenant or any other person. In the event of a default under the Lease, Landlord shall have the right to enforce its rights, powers and remedies thereunder or hereunder, in any order, and all rights, powers and remedies available to Landlord in such event shall be non-exclusive and cumulative of all other rights, powers and remedies provided thereunder or hereunder or by law or in equity. If the amounts or obligations guaranteed hereby are partially paid or performed by reason of the election of Landlord to pursue any of the remedies available to Landlord, or if such amounts or obligations are otherwise partially paid or performed, this Guaranty shall nevertheless remain in full force and effect, and Guarantor(s) shall remain liable for the entire payment and performance of the amounts and obligations guaranteed hereby even though any rights which Guarantor(s) may have against Tenant may be destroyed or diminished by the exercise of such remedy. Until all of the amounts and obligations of Tenant to Landlord have been paid and performed in full, Guarantor(s) shall have no right of subrogation to Landlord against Tenant and Guarantor(s) hereby waives any rights to enforce any remedy which Landlord may have against Tenant.

Guarantor(s) hereby authorizes Landlord, without notice to Guarantor(s), to apply all payments and credits received from Tenant or from Guarantor(s) in such manner and in such priority as Landlord in its sole judgment shall see fit to the amounts and obligations which are the subject of this Guaranty.

This Guaranty shall be governed and construed in accordance with the laws of the State of Georgia.

Guarantor(s) hereby (a) submits to personal jurisdiction in any State in which a claim or proceeding is brought by Landlord in connection with the obligations guaranteed hereunder (hereinafter referred to as the "State of Controversy") for the enforcement of this Guaranty, and (b) waives any and all person rights under the law of any state to object to jurisdiction with such State for the purposes of litigation to enforce this Guaranty. Nothing contained herein, however, shall prevent Landlord from bringing any action or exercising any rights against Guarantor(s) personally, and against any property of Guarantor(s), within any other state. Initiating such proceeding or taking such action in any other state shall in no event constitute a waiver of the agreement contained herein the law of the State of Georgia shall govern the rights and obligations of Guarantor hereunder or of the submission herein made by Guarantor(s) to personal jurisdiction within the State of Controversy. The aforesaid means of obtaining personal jurisdiction and perfecting service of process are not intended to be exclusive but are cumulative and in addition to all other means of obtaining personal jurisdiction and perfecting service of process now or hereinafter provided by law of the State of Controversy.

Guarantor(s) warrants and represents to Landlord that any and all financial statements heretofore delivered by Guarantor(s) to Landlord are true and correct in all respects as of the date hereof.

Guarantor(s) jointly and severally waives any and all homestead and exemption rights which they may have under or by virtue of the Constitution or the laws of the United States of America or of any state as against this Guaranty, any renewal hereof, or any obligations represented hereby, and does jointly and severally transfer, convey and assign to Landlord a sufficient amount of such homestead exemption as may be allowed, including such homestead or exemption as may be set apart in bankruptcy, to pay all amounts due hereunder in full, with all costs of collection, and does hereby direct any trustee in bankruptcy having possession of such homestead or exemption to deliver to Landlord a sufficient amount of property or money set apart as exempt to pay the obligations guaranteed hereby, or any renewal thereof, and does hereby, jointly and severally, appoint Landlord the attorney-in-fact for each of them, to claim any and all homestead exemptions allowed by law.

Guarantor(s) hereby agrees that it will make no transfer, sale, conveyance, encumbrance, or hypothecation of any part of its property unless said transfer, sale, conveyance, encumbrance, or hypothecation is for a good and fair consideration.

This Guaranty may not be changed orally, and no obligation of Guarantor(s) can be released or waived by Landlord or any officer or agent of Landlord, except by a writing signed by a duly authorized officer of Landlord and bearing the seal of Landlord. This Guaranty shall be irrevocable by Guarantor(s) until all obligations and undertakings of Tenant under, by reason of, or pursuant to the Lease have been completely performed.

Any and all notices, elections or demands permitted or required to be made under this Guaranty shall be in writing, signed by the party giving such notice, election or demand and shall be delivered personally, or sent by registered or certified United States Mail, postage prepaid, to the other party at the address set forth below, or at such other address within the continental United States of America as may have been designated in writing. The effective date of such notice shall be the date of personal delivery or three (3) days following the date on which the notice is deposited in the mail. For the purposes of this Guaranty:

The Address of the Landlord is:

Villa Rica Shops Associates, L.L.C.
c/o Jacoby Development, Inc.
1000 Abernathy Road
Bldg 400, Suite 1800
Atlanta, Georgia 30328

The address of the Guarantor(s) is (are):

Jesus Mata
40 Landmark Court
Marietta, Georgia 30060

The provisions of the Guaranty shall be binding upon Guarantor(s) and its successors, successors-in-title, heirs, legal representatives and assigns and shall inure to the benefit of Landlord, its successors, successors-in-title, heirs, legal representatives and assigns. This Guaranty shall in no event be impaired by any change which may arise by reason of the death of Tenant or Guarantor(s), if individuals, or by reason of the dissolution of Tenant or Guarantor(s), if Tenant or Guarantor(s) is a corporation or a partnership.

If any provision of this Guaranty or the application thereof shall be invalid or unenforceable to any extent, the remainder of this Guaranty and the application of such provisions shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

This Guaranty is assignable by Landlord, and any assignment hereof or any transfer or assignment of the Lease or portions thereof by Landlord shall operate to vest in any such assignee all rights and powers herein conferred upon and granted to Landlord.

This Guaranty expires two years from the execution date.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty under seal as of the day and year first above written.

Guarantor: JESUS MATA

Date: Jesus Mata
4/25/00

Signed, sealed and delivered in the presence of:

Katherine Robinson
Unofficial Witness

Michael Zula
Notary Public

Notarized this 25th day of April
2000

My commission expires:
(NOTARY SEAL)

Notary Public, Fulton County, Georgia
My Commission Expires Nov 17, 2003



CITY OF VILLA RICA

City Council Packet

SUBJECT: Buckeyes Bistro

CITY COUNCIL AGENDA DATE: January 12, 2020

DATE: December 31, 2020

PREPARED BY: Nyree Simpson, Licensing and Permitting Specialist

FISCAL IMPACT: None

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To allow applicant to pour / serve alcohol beverages to restaurant patrons at 701 Edge Road, Suite B, 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.

STAFF RECOMMENDATION: Approval

IMPACT: None

MOTION: I make a motion to approve the alcohol beverage application for Buckeyes Bistro, located at 701 Edge Road, Suite B, Villa Rica, GA 30180.



Public Hearing Date
City Council: January 12, 2021

Request: Alcohol Beverage Permit

Project Description: Pouring / Serving

Applicant: Buckeyes Bistro
Licensee: Marlayne Merrell
209 Oakwood Place, Villa Rica, GA 30180

Location: 701 Edge Road, Suite B, Land Lot 143, 25th District, Douglas County, Ward 5

Parcel Number(s): 0143-025-0071

Current Zoning: Commercial (C2)

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. 3-46. Zoning Restriction

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

The subject property is zoned C2 (Commercial).

Sec. 4-70. Proximity Restrictions:

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

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

Sec. 4-29 Investigation; Hearing:

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

Staff Comments:

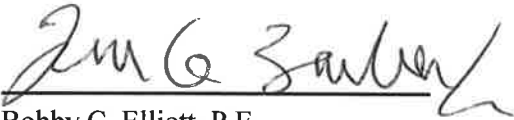
The applicant has complied with the Ordinance with regard to the legal notification requirements, and has successfully passed the background check conducted by the Villa Rica Police Department. Also, there are no location restrictions that would hinder the issuance of the license.

Recommendation:

Planning Staff recommends **Approval** of the request by Buckeyes Bistro Pouring / Serving alcohol at 701 Edge Road, Suite B.

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.



Bobby C. Elliott, P.E.

Director of Community Development

Attachments:

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



City of Villa Rica Alcohol License Application

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

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

NON-REFUNDABLE APPLICATION FEE

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

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

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

TYPE OF OUTLET

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

PART I

1. Type of Ownership

☒ Individual

☐ Partnership

☐ Corporation

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

Marlayne Regina Merrell 209 Dakwood Pl., Villa Rica Ga.
Full Name Address

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

Federal Tax ID: 85-2330734

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

Full Name Address % Interest

Full Name Address % Interest

Full Name Address % Interest

Full Name Address % Interest

Describe the principle business of the Corporation/Partnership:

Full Name, Legal Residence and Social Security Number and the Named Licensee (a) Individual

(b) Principal Officer/Employer (c) Partner, each partner must be a Named Licensee:

Marlayne Regina Merrell, 209 Dakwood Pl., Villa Rica Ga 30180, 295-90-841
Full Name Address

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

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

Buckeyes Bistro

4. Address of business for which application is made:

701 Edge Rd., Villa Rica Ga 30180 Suite B.

Phone Number:

678-545-9596

Business

Home

Mailing Address: 209 Oakwood Place Villa Rica Ga 30180

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

PART II

1. Will the proposed outlet have live entertainment? ☐ Yes ☒ No
(If yes, describe how often and what type in detail)
- _____
- _____
- _____
2. Have you obtained a copy of the City of Villa Rica Alcohol Beverage Ordinance?
☒ Yes ☐ No
No application will be processed until receipt of a copy of this ordinance is acknowledged.
3. Have you included with this application a check for the non-refundable application fee required by Chapter 3 of the Alcohol Beverage Ordinance in the City of Villa Rica?
☒ Yes ☐ No
4. As required by Chapter 4 of the Alcoholic Beverage Ordinance of the City of Villa Rica, have you included the following with this application? Please check the applicable answer(s):
- ☐ A copy of the Deed to the premises to be licensed, if owned by applicant
 - ☒ A copy of the Lease Agreement covering the premises to be licensed, if leased by the applicant
 - ☐ In the case of a Partnership, a copy of the Partnership Agreement.
 - ☐ In the case of a Corporation, a copy of the Articles of Incorporation.
 - ☐ A current stamped certificate from a registered surveyor which shows a scale drawing of the premises and the location at which the applicant desires to operate an alcoholic beverage outlet and which shows, with linear foot measurements where appropriate, such location's compliance or non-compliance with the provisions of Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica
5. Have you confirmed with the City of Villa Rica Community Development Department that the location of the proposed outlet is in a zoning district that has been approved for the sale of alcoholic beverages subject to the specific limitations of the respective district as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica?
☒ Yes ☐ No
6. If applicable, have you received approval from the City of Villa Rica Building Official for any new construction, renovations, remodeling, etc. at the premise to be licensed?
☒ Yes ☐ No

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

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

9. Do you comply with the requirements of Regulation 560-2-2-38 below? ☒ Yes ☐ No
Neither a retail dealer or retail consumption dealer, whether licensed in this State or not, nor any of his employees or members of such retail dealers or retail consumption dealer's immediate family shall have, own or enjoy any ownership interest in, or partnership arrangement or other business association with the business of any wholesaler, manufacturer, producer, shipper, importer or broker.

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

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

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

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

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

<u>Lauren Myers</u>	<u>Atlanta Ga.</u>	<u>15</u>
Name	Residence	Number of Years Known

<u>Joyce Jefferson</u>	<u>Ellenwood Ga</u>	<u>20</u>
Name	Residence	Number of Years Known

<u>Alexis Johnson</u>	<u>Fairburn Ga</u>	<u>6</u>
Name	Residence	Number of Years Known

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

<u>Toledo, Ohio</u>	<u>03/08/85</u>
Place of Birth	Date of Birth

PART III
VERIFICATION

State of Georgia, Carroll County

I, Masfay Mcell, 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.

Masfay Mcell
Applicants Signature (FULL NAME IN INK)

I hereby certify that _____ 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 7th day of December, 20 20

Nyree Simpson My Commission Expires December 03, 2021
Notary Public

(Seal)





City of Villa Rica

Application for Original Alcoholic Beverage License

Public Notice (Sign) Sworn Statement

I (we) Marlayne Regina Merrell

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:

701 Edge Rd. Suite B., Villa Rica Ga., 30180

Street Address

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

Marlayne Merrell

Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that Marlayne Merrell 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 16th day of December, 20 20

Nyree Simpson

Notary Public



COMMERCIAL REAL ESTATE LEASE CONTRACT
(Suite __B__)

THIS COMMERCIAL REAL ESTATE LEASE CONTRACT (hereinafter the "Lease") is made effective the 16th day of November, 2020 (the "Effective Date"), by and between **F&B Edge Road, LLC, a Georgia corporation** (hereinafter referenced as "Landlord") and **Buckeyes Bistro** (hereinafter referenced as "Tenant").

WITNESSETH:

THAT, in consideration of the mutual covenants contained herein, the parties have agreed as follows:

1. **Premises.** Landlord, for and in consideration of the rents, covenants, agreements and stipulations herein contained, to be paid, kept, and performed by Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the upstairs portion of the property and improvements known as **701 Edge Road, Suite B, Villa Rica, Georgia 30180**, and being more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "Premises"), together with the non-exclusive right to use the common areas.

2. **Term of Lease.** The Term of this Lease shall be for one Year (1) year(s) commencing on December 1st, 2020, and, unless sooner terminated as hereinafter provided, shall expire on November 30th, 2021 (the "Term").

3. **Rental and Late Fees.**

3.1 **Rental.** Tenant agrees to pay Landlord, by payments via electronic funds transfer ("EFT"), or at any other address as designated by Landlord in writing to Tenant, promptly on the first (1st) day of each month, in advance, during the Term, rent in the amount of:

\$ 1500 per month for first six months;
\$ 1800 per month for next six months;
\$ XXX per month in year ;

3.2 **Late Fees.** Landlord has no obligation to accept from Tenant any late rental payments or additional rent consisting of all other sums, amounts, liabilities and obligations which Tenant herein assumes or agrees to pay (whether designated rental, additional rent, costs, expenses, damages, losses or otherwise) as hereinafter provided (all of which are hereinafter called "Amount(s) Due"). Tenant agrees to pay Landlord, promptly at the times and in the manner herein specified, all Amounts Due, without deduction, setoff, abatement, counterclaim or defense. If any Amount Due is not received by Landlord on or before five (5) days following the date on which it is due, Tenant shall pay Landlord a late charge equal to the greater of \$100.00 or five percent (5%) of the amount of such past due payment, notwithstanding the date on which such payment is actually paid to Landlord. Any Amount Due payable to Landlord by Tenant shall be paid via EFT, cash or certified funds/money order, payable to Landlord at the above address, or at such other place(s) as Landlord may from time to time designate in writing. Failure for Tenant to pay any Amounts Due on or before the due date constitutes a default hereunder, however, Landlord's election to accept any Amounts Due after the due date shall not operate as a waiver or modification of the Amounts Due or payment terms for any

EXHIBIT "B"

GUARANTY OF LEASE

THIS GUARANTY OF LEASE (hereafter the "Guaranty") is attached to and made a part of that certain attached Lease dated Nov 16th 2020, between Landlord and Tenant covering that certain premises located at and more particularly described in the Lease. Landlord is unwilling to enter into the Lease unless the Undersigned (hereafter severally and collectively the "Guarantor") assures Landlord of the full payment and performance of the Tenant's obligations under the Lease.

1) In consideration of the execution of the Lease by Landlord, Guarantor hereby absolutely, unconditionally, irrevocably guaranties to Landlord, and the successors and assigns of the Landlord, the full, timely and complete: (i) payment of all Rent and other sums payable by Tenant to Landlord under the Lease and any amendments or modifications thereto; and (ii) performance of all covenants, representations and warranties made by Tenant and all obligations to be performed by Tenant, pursuant to the Lease (hereafter the "Guaranteed Obligations").

2) Upon any breach or default by Tenant under the Lease, Landlord may proceed immediately against Tenant and/or Guarantor (without joining Tenant or any other person, including, without limitation, Guarantor) to enforce any of Landlord's rights or remedies against Tenant or Guarantor pursuant to this Guaranty, the Lease, or at law or in equity without notice to or demand upon either Tenant or Guarantor. This Guaranty shall not be released, modified or affected by any failure or delay by Landlord to enforce any of its rights or remedies under the Lease or this Guaranty, or at law or in equity.

3) Guarantor hereby waives: (i) presentment, demand for payment and protest of non-performance under the Lease; (ii) notice of any kind including, without limitation, notice of acceptance of this Guaranty, protest, demand, default, nonpayment, or the creation or incurring of new or additional obligations of Tenant to Landlord; (iii) any right to require Landlord to enforce its rights or remedies against Tenant under the Lease, or otherwise; (iv) any right to require Landlord to proceed against any security held from Tenant or any other party; (v) any right of subrogation; and (vi) any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation or other right or remedy of Guarantor against Landlord or any such security, whether resulting from an election by Landlord, or otherwise. Any partial payment by Tenant or other circumstance which operates to toll any statute of limitations as to Tenant shall operate to toll the statute of limitations as to Guarantor. This Guaranty binds Guarantor's heirs, personal representatives, successors and assigns.

Guarantor has executed this Guaranty as of the 20th day of November, 2020.

Signed, sealed, and delivered
in the presence of:

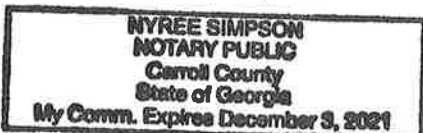
Witness

Notary Public

GUARANTOR:

(Seal)

SS# 295-90-8443



Signed, sealed, and delivered
in the presence of:

Whig Cox
Witness

Myra Simpson
Notary Public

TENANT:

Mary Ann (Seal)



CITY OF VILLA RICA

City Council Packet

SUBJECT: Thai Basil Cuisine Inc.

CITY COUNCIL AGENDA DATE: January 12, 2020

DATE: December 31, 2020

PREPARED BY: Nyree Simpson, Licensing and Permitting Specialist

FISCAL IMPACT: None

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To allow sale (retail) alcohol beverages (beer and wine) to restaurant patrons at 921 Moores Ferry Road, Suite F aka 921 S. Carroll Road, 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.

STAFF RECOMMENDATION: Approval

IMPACT: None

MOTION: I make a motion to approve the alcohol beverage application for Thai Basil Cuisine Inc., located at 921 Moores Ferry Road, Suite F.



Public Hearing Date

City Council: January 12, 2021

Request: Alcohol Beverage Permit

Project Description: Retail Sales of Beer & Wine

Applicant: Thai Basil Cuisine Inc.

Licensee: Wanna Keopraseut

8881 Watkins Mill Road, Winston, GA 30187

Location: 921 Moores Ferry Road, Suite F, Land Lot 131, 6th District, Carroll County, Ward 2

Parcel Number(s): V07 0100173

Current Zoning: Commercial (C2)

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. 3-46. Zoning Restriction

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

The subject property is zoned C2 (Commercial).

Sec. 4-70. Proximity Restrictions:

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

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

Sec. 4-29 Investigation; Hearing:

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

Staff Comments:

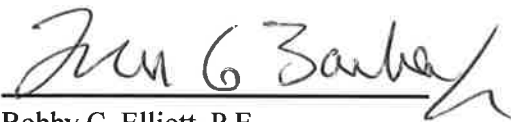
The applicant has complied with the Ordinance with regard to the legal notification requirements, and has successfully passed the background check conducted by the Villa Rica Police Department. Also, there are no location restrictions that would hinder the issuance of the license.

Recommendation:

Planning Staff recommends **Approval** of the request by Thai Basil Cuisine Inc., to sale (retail) beer & wine at 921 Moores Ferry Road, Suite F.

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.



Bobby C. Elliott, P.E.
Director of Community Development

Attachments:

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



City of Villa Rica

Alcohol License Application

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

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

NON-REFUNDABLE APPLICATION FEE

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

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

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

TYPE OF OUTLET

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

PART I

1. Type of Ownership

☐ Individual

☐ Partnership

☒ Corporation

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

Wanna Keopraseut 8881 Watkins Mill Rd
Full Name Address Winston GA 30180

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

Thai Basil Cuisine INC.

Federal Tax ID: 84-4948716

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

Wanna Keopraseut 8881 Watkins Mill Rd 51%
Full Name Address Winston GA 30180

Rina Bulphawon 398 Oakhaven Way 49%
Full Name Address Winston GA 30180

Full Name Address % Interest

Describe the principle business of the Corporation/Partnership:

Thai Basil Cuisine SSN# 226-73-0463

Full Name, Legal Residence and Social Security Number and the Named Licensee (a) Individual

(b) Principal Officer/Employer (c) Partner, each partner must be a Named Licensee:

Wanna Keopraseut 8881 Watkins Mill Rd Winston GA 30180
Full Name Address

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

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

Thai Basil Cuisine JNC

4. Address of business for which application is made:

921 S Carroll Rd Villa Rica GA 30180

Phone Number: 678-941-3702 662-889 8898
Business Home Cell

Mailing Address: 921 S. Carroll Rd Suite F Villa Rica GA 30180

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

PART II

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

2. Have you obtained a copy of the City of Villa Rica Alcohol Beverage Ordinance?

☒ Yes ☐ No

No application will be processed until receipt of a copy of this ordinance is acknowledged.

3. Have you included with this application a check for the non-refundable application fee required by Chapter 3 of the Alcohol Beverage Ordinance in the City of Villa Rica?

☒ Yes ☐ No

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

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

5. Have you confirmed with the City of Villa Rica Community Development Department that the location of the proposed outlet is in a zoning district that has been approved for the sale of alcoholic beverages subject to the specific limitations of the respective district as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica?

☒ Yes ☐ No

6. If applicable, have you received approval from the City of Villa Rica Building Official for any new construction, renovations, remodeling, etc. at the premise to be licensed?

☒ Yes ☐ No

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

8. If applicable, have you received a Carroll/Douglas County Health Department Food Service Permit and any other applicable local, state or federal permits, etc. required for a food service establishment?

☒ Yes ☐ No

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

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

10. Has the named Licensee and all other persons otherwise required, submitted themselves to the City of Villa Rica Police Department for fingerprinting and background check(s) as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica?

☐ Yes ☒ No Will have Finger Print before licensing

11. Has the named Licensee, any Partner(s), the Corporation or any Corporate Officer been:

a. Convicted within the last ten (10) years of any felony or any misdemeanor involving moral turpitude? ☐ Yes ☒ No

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

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

d. Convicted of selling alcohol to a minor within the past three (3) years?

☐ Yes ☒ No

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

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

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

<u>f Khonsavan Volment</u>	<u>507 14th Ave N. Columbus MS 39705</u>	<u>22 year</u>
Name	Residence	Number of Years Known
<u>f Lamphon Wisdom</u>	<u>461 Hearn St Henderson TN 38340</u>	<u>22 year</u>
Name	Residence	Number of Years Known
<u>f Kevin Head</u>	<u>141 N Bay View Dr Villa Rica GA 30180</u>	<u>3 year</u>
Name	Residence	Number of Years Known

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

Chumphon Thailand

Place of Birth

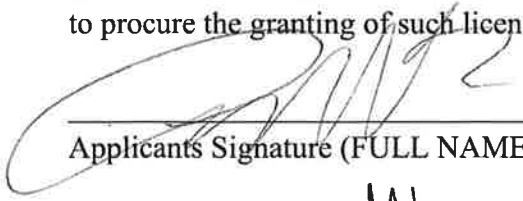
05/01/67

Date of Birth

PART III
VERIFICATION

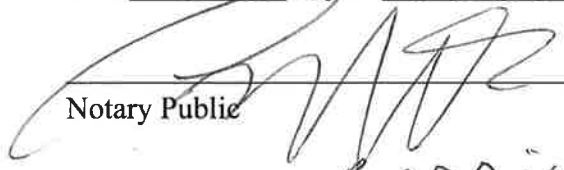
State of Georgia, Douglas County

I, Wanna Keopraseut, 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 Wanna Keopraseut 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 5 day of October, 2020.


Notary Public

My Commission Expires:

2/15/2022

(Seal)

Jessica Jenkins

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

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

Thai Basil Cuisine Inc
a Domestic Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **03/02/2020** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **03/09/2020**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF INCORPORATION

Electronically Filed

Secretary of State

Filing Date: 3/2/2020 7:57:08 PM

BUSINESS INFORMATION

CONTROL NUMBER	20034431
BUSINESS NAME	Thai Basil Cuisine Inc
BUSINESS TYPE	Domestic Profit Corporation
EFFECTIVE DATE	03/02/2020
SHARES	2

PRINCIPAL OFFICE ADDRESS

ADDRESS	921 Moores Ferry Rd, Suite F, Villa Rica, GA, 30180, USA
----------------	--

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Wanna Keopraseut	8870 Watkins Mill Rd, Winston, GA, 30187, USA	Carroll

INCORPORATOR(S)

NAME	TITLE	ADDRESS
Rina Bulphawon	INCORPORATOR	8870 Watkins Mill Rd, Winston, GA, 30187, USA
Thai Basil Cuisine	INCORPORATOR	921 Moores Ferry Rd, Suite F, Villa Rica, GA, 30180, USA
Wanna Keopraseut	INCORPORATOR	8870 Watkins Mill Rd, Winston, GA, 30187, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Wanna Keopraseut
AUTHORIZER TITLE	Incorporator



City of Villa Rica

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

I (we) Thai Basi / Cuisine

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:

921 Moore Ferry Rd
Street Address

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

[Signature]
Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that Wanna Keaphasent signed his or her
Applicant

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

This 9th day of December, 20 20.

[Signature]
Notary Public



LEASE

1. PARTIES

This Agreement made this 23rd day of January, 2020, by and between S-G Management & Holding, LLC a New York limited liability company whose principal address is 1101 Deer Haven Dr Wellington FL 33470 (hereinafter called "Lessor") and Wanna Keopraseut, of 8870 Watkins Mill Rd Winston GA 30187 whose principal business known as Thai Basil & Noodles (hereinafter called "Lessee");

WITNESSETH:

2. PREMISES

That Lessor for and in consideration of the rents hereinafter reserved to be paid and of the covenants and agreements hereinafter mentioned, has and does hereby grant, demise and lease unto the Lessee approximately 1350 square feet of space known as Suite "F" in a shopping center of approximately 12,097 square feet located at 921 Moores Ferry Road & Georgia Highway 61, Villa Rica, Carroll County, Georgia (the "Shopping Center").

3. TERM / COMMENCEMENT DATE / OPTION

Five Years (5) or 60 month initial term and with Rent to Commence May 1st 2020 and will end April 31st 2025. Lessor shall deliver possession to lessee upon the following; execution of said lease with security deposit, completed ACH form and payment for lessor refrigerator, freezer, tables and chairs per separate agreement. Lessor to remove (5) yogurt machines upon possession or by months end Jan 31st 2020. The additional 3 months until rent commencement date of May 1st 2020 shall act as rent abatement for lessee's build out period.

Tenant shall have one (5) year option with increases per year in said option period, see article (5)c provided the lessee is not in default of said lease. The option shall be exercised by lessee by giving lessor 180 days notice of it's intentions from the expiration of the initial lease term.

4. TENANT IMPROVEMENTS

- a. Lessor shall certify current HVAC unit, plumbing and electric are in good working condition.
- b. Notwithstanding the above (a) The suite is delivered "as is" condition, any tenant improvements including leasehold improvements, paint, fixtures, furniture and any additional equipment or any additional HVAC tonnage

which may be required for restaurant are the sole cost and expense of the lessee. Lessor shall review Lessee Exhibits for any modifications and additions to the premises structural or otherwise (in excess of paint). Lessor shall not be liable in any way for any injury, loss or damage which may occur to lessee, its employees, contractors, agents, workmen and mechanics and any one or more of them or to any lessee's decorations or installations so made after possession and prior commencement of said lease, the same being solely at Lessee's risk and Lessee hereby agrees to indemnify and hold Lessor harmless from any and all claims therefore or arising therefrom.

- c. Lessee shall require their contractor to be fully licensed and insured in the state of Georgia and provide lessor with executed lien release form at the end of build out period.

5. RENT AND METHOD OF PAYMENT

- a. Beginning with the Rental Commencement on May 1st 2020 and on the first (1st) day of each succeeding month thereafter during the remaining term of this lease and in consideration for leasing of the Demised Premises by the Lessor, the Lessee shall be indebted to Lessor for the term of the lease. Rent shall be as follows \$2,000.00 per month to start on Rental Commencement date May 1st 2020 based on an annual minimum rental of \$24,000.00 dollars with Rental Bumps for remainder of term as follows:
- b. May 1st 2021 thru April 31st 2022 rent shall remain \$2,000.00
May 1st 2022 thru April 31st 2023 rent shall be \$2,040.00
May 1st 2023 thru April 31st 2024 rent shall be \$2,080.00
May 1st 2024 thru April 31st 2025 rent shall be \$2,120.00
- c. If Lessee exercises Five (5) year option granted in said lease, rental bumps shall be the same format as primary term, \$2,120.00 for years 6 and 7, with \$20 bumps for years 8, 9 & 10.
- d. Upon execution of said lease the lessee shall include a security deposit equal to one months rent (\$2,000.00). Additionally Lessee shall complete purchase of lessor's refrigerator, freezer, tables and chairs at agreed price of \$2,050.00
- e. All of said payments post rent commencement date shall be paid in legal tender to the lessor via ACH electronic payment on the first (1st) of the month utilizing lessor's authorization form

provided, or such other place or places the lessor may from time to time designate in writing. Lessor's ACH form to be executed and returned to the lessor at execution of said lease utilizing business account under said business name. Lessee must notify Lessor to any changes in its banking account to which the monthly rent payment is sent that would affect transmission of an electronic funds transfer at least thirty (30) calendar days prior to the next scheduled monthly payment.

- f. The burden of proof of payment of any monthly installment in case of controversy shall be on the Lessee. If funds are not available at first of month's ACH draft and continues past the (8th) day of said month the lessor shall impose a 5% penalty.

6. COMMON AREA USAGE

(a) Lessee shall have the right of common usage for ingress, egress, and parking of all common areas in the Shopping Center as designated by Lessor. Lessee shall keep all adjacent sidewalks areas and all vestibules clear of merchandise, multi-signs, placards, and other similar matters. Lessee covenants and agrees to require all of its employees to restrict their parking to the rear of Shopping Center or areas designated from time to time by the Lessor. The Lessee will be obligated to enforce forthwith the parking restrictions imposed by the Lessor. Lessee agrees to furnish Lessor with the Automobile licence plate numbers of its employees within (15) days after requested by Lessor for such numbers. Lessor shall maintain and operate all exterior lighting including building sconces and parking lot areas, landscaping and other facilities and amenities on all common areas and improvements and police the same to the terms of this lease.

(b) Lessor at its sole cost and expense agrees to pay during the term of this lease, the annual cost of services performed by the Lessor in cleaning, sweeping, grass cutting, exterior lighting, repairing, maintenance and replacement of existing lessor HVAC, exterior pest control, maintaining and insuring the Common Areas within the Shopping Center. Interior pest control to be performed by lessee as is all interior lighting.

7. PURPOSE

The Demised Premises are leased by Lessor to Lessee only for the purpose of, and Lessee covenants and warrants that it will continuously operate and use the same throughout the term hereof as: Thai restaurant and accessories pertaining to such business.

Lessee shall conduct no other business activity upon the Demised Premises

during the term hereof without the prior written consent of Lessor. In agreeing to this provision, Lessee hereby acknowledges that the retained right of Lessor to determine the use of each portion of the Shopping Center is a material consideration between Lessor and Lessee entering into this agreement and in lesser being able to induce other lessees of the Shopping Center to enter lease agreements.

8. GOING BUSINESS AND MANNER OF CONDUCTING BUSINESS

In consideration of Lessor leasing the Demised Premises to Lessee and recognizing the vital importance of the same to Lessor's overall development and to the other tenants therein, Lessee covenants it will continuously operate in the Demised Premises as set forth herein. Except as herein otherwise provided, Lessee shall open its business (as identified in Article 7 above) in the Demised Premises at the beginning of the term of this Lease, and diligently and continuously conduct such business during the entire term hereof.

No conduct or manner of occupancy by other lessees of the Shopping Center shall give rise to any claim against Lessor for damages or constitute a total or partial eviction, constructive or otherwise.

9. RESERVED

10. LIEN ON LEASEHOLD, ETC.

A first lien is hereby expressly reserved by the Lessor and granted by the Lessee upon the terms of this Lease and upon all interest of the Lessee in this leasehold for the payment of Lessor and also for the satisfaction of any cause of action which may accrue to the Lessor by the provisions of this instrument. A first lien is also expressly reserved by the Lessor and granted by the Lessee upon all building improvements, light fixtures, store fixtures, and air conditioning equipment, erected or put in place upon the Demised Premises by or through the Lessee or other occupants for the payment to Lessor, and also for the satisfaction of any causes of action which may accrue to the Lessor by the provisions of this instrument, except that the lien herein reserved shall be waived and subordinated in favor of any chattel mortgage or conditional sales contract executed by the Lessee in connection with the original purchase of any fixtures and equipment used or installed in the Demised Premises provided Lessor has consented to such subordination in writing.

11. QUIET POSSESSION AS TO TITLE

The Lessor hereby covenants that if Lessee shall keep and perform all of the covenants of this Lease on the part of Lessee to be performed, Lessor will guarantee

to Lessee the quiet, peaceful and uninterrupted possession of the Demised Premises, during the entire term hereof.

12. ASSIGNMENT AND SUBLETTING

Lessee covenants and agrees not to assign or sublet the Demised Premises or any part thereof, or in any other manner transfer the Lease Agreement, leasehold or Demised Premises, without the written consent of the Lessor, but such consent to sublease or assign shall not be unreasonably withheld or be in conflict with tenancy at center. In the event of such subletting or assignment, Lessee nevertheless shall remain liable for the payment to Lessor under, and in compliance with, all the terms and conditions of this Lease Agreement. Any consent to a subletting or assignment shall not be deemed a consent to any subsequent subletting or assignment. Prior to any subletting or assignment, Lessee shall submit to Lessor the intended use and terms, and Lessor shall have fifteen (15) days in which to accept or elect to terminate the Lease Agreement, in which event the parties shall be relieved of further responsibilities to the other accruing after the effective termination date. In the event Lessor does not elect to terminate, and Lessor further consents to said subletting or assignment, then in the event of any subletting or assignment, any amount received by Lessee (other than repayment for fixtures and inventory and other personal property of Lessee) above the amounts payable by Lessee to Lessor hereunder, shall be deemed "real estate profit" and shall be paid to Lessor. A sublease or assignment of the Lease to any wholly owned subsidiary of the Lessee or to any parent corporation of the Lessee or by reason of the merger or consolidation of Lessee with others, all for the same type usage as provided in Article 7 hereof shall not be termed a sublease or assignment for the purposes of this paragraph. In no event shall any sublease or assignment be made which would in any way violate any then existing exclusive provisions granted to other tenants, and any such sublease or assignment shall be null and void.

13. LAWFUL AND MORAL USES

That the Demised Premises and all buildings and improvements thereon shall during the term of this lease be used only and exclusively for lawful and moral purposes, and no part of the Demised Premises or improvements thereon shall be used in any manner whatsoever for any purposes in violation of the laws of the United States, the State in which the Demised Premises are located, and the Lessee will save and hold the Lessor harmless for any such violations.

14. WASTE

Lessor shall provide dumpster in gated area at the west side of property for use of the 5 suites starting with suite 'B' and ending with suite 'F'. The dumpster is for everyday business, household type trash, any heavy duty trash that does not fit

into the dumpster (furniture etc) or Construction Material is the responsibility of Lessee to arrange for discarding. Tenants are required to close gate after each use to avoid obstructing driveway, damaging gate from traffic and discouraging outside use of dumpster. Lessee covenants not to commit or permit to be committed any waste on the Demised Premises.

15. NUISANCES

Lessee covenants not to create or allow any nuisance to exist on the Demised Premises, and to abate any nuisance that may arise promptly and free of expense to Lessor.

16. LIENS

(a) The Lessee shall keep the Demised Premises free and clear of all claims of lien of mechanics and materialmen for and on account of labor and materials furnished in and about said construction by Lessee. If any mechanic's or other liens, or order for the payment of money arising through the fault of either party, shall be filed against the Demised Premises or additions, alterations or extensions thereto, such party shall cause the same to be cancelled and discharged of record, by bond or otherwise, and shall also defend and pay damages and attorney fees, if any, on behalf of the other, for any action, suit or proceeding which may be brought thereon for the enforcement of such liens, liens or orders. Upon failure of defaulting party so to do, the other may, after thirty (30) days notice, do so on defaulting party's behalf, and all sums thereby expended by the other shall on demand be paid to him by the party in default.

(b) Lessee will indemnify Lessor against and hold Lessor harmless from all liabilities, liens, claims, and demands on account of any work repairs or maintenance required to be performed by Lessee under the terms of this Lease. Notwithstanding any provision of this Lease relating to improvements, additions, alterations, repairs, and/or reconstruction of or to the Property, Lessor and Lessee hereby agree and confirm that (i) Lessor has not consented and will not consent to the furnishing of any labor or materials to the Property that would or may result in any mechanic's or materialman's lien attaching to Lessor's interest in the Property, (ii) Lessee is not the agent of Lessor for the purposes of any such improvements, additions, alterations, repairs and/ or reconstruction, and (iii) except as expressly provided herein, Lessor has retained no control over the manner in which any such improvements, additions, alterations, repairs and/or reconstruction are or is accomplished, and has made no agreement to make or be responsible for any payment to or for the benefit of any person furnishing labor and/or materials in connection therewith. No such person furnishing labor and/or materials to or from the account of Lessee shall be entitled to claim any lien against the interest of Lessor in the Demised Premises and such person(s) shall look solely to Lessee and the leasehold interest of Lessee under this Lease for satisfaction of any such claims.

17. CONDEMNATION

If the entire Demised Premises shall be taken by condemnation or sold to the condemning authority under threat thereof, this Lease shall terminate on the date of such taking or sale. If only a part of the Demised Premises shall be so taken or sold, and the balance of the Demised Premises is not suitable for the Lessee's business, both parties may terminate this lease by mutual consent at any time within forty-five (45) days following such taking. Any award for such taking or for damages to the Demised Premises resulting therefrom shall belong and be payable entirely to Lessor, except as otherwise required by law.

18. CHANGES AND ALTERATIONS

Lessee covenants not to make any changes, alterations, or additions about the Demised Premises without first obtaining the written consent of the Lessor and in no event to do anything that shall weaken the building or structure now or that may hereafter be erected on the property. Lessee has viewed the space (Suite F) and is leasing in "as is" condition, all improvements shall be at Lessee's expense, notwithstanding Article 4(a)..

19. IMPROVEMENTS, FIXTURES, ETC.

All improvements, additions, and repairs made to the Demised Premises during the term of this Lease shall at the expiration date of same become the property of the Lessor, its heirs, or assigns, without cost to it; it is agreed however, that all trade fixtures installed by the Lessee or its assigns for the business conducted by it shall remain the property of Lessee, and that the trade fixtures may be removed at the expiration of this Lease, provided this Lease be not then in default, and provided any damage caused by such removal shall be repaired by the Lessee at its own expense and the Demised Premises left in good condition, ordinary wear and tear excepted. Provided further, that if the trade fixtures are replacements for fixtures provided by Lessor to Lessee under the terms of this Lease, they shall remain the property of Lessor.

20. INSOLVENCY, ETC., OF LESSEE

That in the event of the insolvency of the Lessee, or the adjudication of the Lessee as a bankrupt, voluntarily or involuntarily, or in the event of a partial or general assignment for the benefit of a creditor or creditors being made by the Lessee, or in the event Lessee should be successfully proceeded against in any general creditor's bill, or in the event Lessee makes any offer in or out of court for the compromises of Lessee's debts or any substantial part thereof, by reduction in amount or in preference, or security, or by postponement of payment date or dates,

or in the event any court proceedings are instituted by, for, or against the Lessee in contemplation of such offer, the Lessor shall have the right and privilege to immediately terminate this Lease and declare the then remaining unpaid balance of the total amount indicated in Article 5 above to be paid by Lessee to Lessor immediately due and payable. Lessor shall have the right to immediately re-enter into possession of the Demised Premises for the purpose of leasing the Demised Premises. The Lessor agrees that it will refund to Lessee any sum received by it as a result of leasing out the Demised Premises during any remaining portion of the original lease term, after Lessor shall have received the balance due it as provided above, including any costs incurred, with Lessor using reasonable diligence in connection with the leasing of the Demised Premises.

21. DELIVERY AT END OF LEASE

The Lessee agrees to deliver up to the Lessor, or Lessor's agent or assignee, the Demised Premises at the expiration of this Lease, or any renewal thereof, in good order and condition, and to make good all damage to the Demised Premises, ordinary wear and tear excepted. The delivery shall be made on the last day of this Lease, and in the event of failure of Lessee to make delivery of the Demised Premises on the last day of this Lease, or any renewal thereof, then it will be optional with Lessor to either hold Lessee liable for renewal of the Lease for the further term of one month or hold the Lessee for any damages that the Lessor, or Lessor's heirs or assigns, may have sustained due to the failure of the Lessee to make proper delivery of the Demised Premises, with the keys to same cleared of all persons or property not belonging to same, to the Lessor, or Lessor's heirs or assigns; it being expressly understood and agreed that in the event Lessee should hold over after the termination of this Lease, either by expiration of the term herein stated or otherwise, that only insofar as provided above at the Lessor's option, shall such holding over be construed as a holding over from month to month, and except for such option by Lessor such holding over shall be from day to day and solely at the will of the Lessor. No demand or notice of such delivery shall be necessary.

22. RIGHT OF ENTRY, ETC.

The Lessor reserves the right during the term of this Lease, to enter the Demised Premises at a reasonable hour to show the same to others who may be interested in the Demised Premises, and for the purpose of inspecting the Demised Premises and to make such repairs as Lessor may deem necessary for the protection and preservation of the Demised Premises; but Lessor is not bound to make any repairs whatever, except as provided in Article 31 of this Lease, nor to be held liable for any damage in consequence of leaks, or for the stoppage of water, sewer, gas or drain pipes, by reason of freezing or any other cause of obstructions, nor for any other defects about the building and the Demised Premises, Lessee having examined the same and having been satisfied therewith, prior to commencement of the term of this Lease. But should leaks, obstructions, freezing, stoppages or other

defects about the Demised Premises occur during the term of this Lease, or while the Lessee is occupying the Demised Premises, then the Lessee, except as provided for in Article 31 of this Lease, shall remedy the same promptly at the Lessee's expense unless the Lessor by written agreement undertakes to make such repair. Lessee shall maintain adequate heat to prevent freezing of plumbing pipes.

23. DEFAULT IN PAYMENTS

All covenants and agreements herein made and obligations assumed are to be construed also as conditions, and these presents are upon the express condition, that if Lessee should fail to pay when due any one of the installments of rent, or should fail to perform or observe any of the covenants, agreements or obligations herein made or assumed by the Lessee and if such default is continued for twenty (20) days after written notice by Lessor to Lessee that the Lessee is in default (provided no notice will be required for monetary defaults), then and thenceforth, in any of said events, this Lease may be forfeited and thereby become null and void at the option of Lessor, and the Lessor may immediately or at any time after the breach of any of said covenants re-enter the Demised Premises or any part thereof in the name of the whole, and declare the then remaining unpaid balance of the total amount indicated in Article 5 above to be paid to Lessor by Lessee immediately due and payable. Lessor shall have the right to immediately re-enter into possession of the Demised Premises for the purpose of leasing the Demised Premises. The Lessor agrees that it will refund to Lessee any sum received by it as a result of leasing out the Demised Premises during any remaining portion of the original lease term, after Lessor shall have received the balance due as provided above including all costs incurred by Lessor by reason of said breach and subsequent re-renting, including but not limited to any cost of repair and maintenance required to lease said premises to a replacement tenant or otherwise make it suitable for occupancy. The Lessor shall use reasonable diligence in connection with the leasing of the Demised Premises. In case of a default in payment by Lessee or any other violation of this Lease, in Lessee's absence from the Demised Premises, service of process on any adult on or in possession of the Demised Premises shall be good and valid service upon the Lessee. If no such person shall be on the Demised Premises or in possession thereof, Lessee hereby appoints the Secretary of State of the State of Georgia as an agent to accept service of process. In addition to the other rights of Lessor contained in this paragraph, in the event Lessee fails to pay rent when due and such default continues until the 8th day of the month, the Lessor, at its option, may impose a late charge of five percent (5%) of the amount then due. The imposition of such a late charge shall not be deemed to waive any other rights of Lessor contained in the Lease or confirmed on Lessor by law.

24. RIGHT TO TERMINATE NOT EXCLUSIVE

The right in the Lessor to terminate this Lease as herein set forth is in

addition to and not in exhaustion of such other rights that the Lessor has or causes of action that may accrue to the Lessor because of Lessee's failure to fulfill, perform or observe the obligations, agreements or covenants of this Lease, and the exercise of pursuit by the Lessor of any of the rights or causes of action occurring hereunder shall not be an exhaustion of such other rights or causes of action that the Lessor might otherwise have; and the Lessee shall pay all attorney's fees and expenses of the Lessor occasioned by the Lessee's default, or failure to perform any of the obligations, covenants or provision hereof, incurred by Lessor in enforcing any of the provisions hereof, or any of the Lessor's rights hereunder. In the event the Demised Premises are vacated prior to the expiration of this Lease the Lessee hereby authorizes Lessor, or the Lessor's agents or assigns to take charge of the Demised Premises, having keys made if necessary, and endeavor to sub-lease to parties acceptable to the Lessor or Lessor's agents or assigns, the payment of the Lessee to be credited with whatever amount the Lessor is able to collect from such subleasing, and it is expressly understood that such attempting to sublease or sub-leasing by the Lessor, shall in no way affect the validity of this Lease, nor the obligations of the Lessee thereunder, but the Lessor does not agree to so take charge of the Demised Premises, whether it does so or not being at Lessor's option.

25. DESTRUCTION BY FIRE, ETC.

(a) In the event the Demised Premises shall be so injured or damaged by fire or other causes within Lessor's standard fire and extended coverage co-insurance policies to such extent that Lessor cannot make necessary repairs or rebuild within one hundred eighty (180) days from the date of such damage or destruction this Lease shall terminate and the Lessee shall be allowed an abatement of payments from the date of such damage or destruction.

(b) If the Demised Premises shall be injured or damaged by fire or other causes within Lessor's standard fire and extended coverage co-insurance policies, and only to such extent that Lessor can make necessary repairs within one hundred eighty (180) days of the date of such damage or destruction, then this Lease shall not be terminated and the Demised Premises shall be repaired by the Lessor at its own expense, and except to the extent rents are payable under the terms of the business interruption insurance required under this Lease, the rent payments shall abate proportionally until the repairs are completed and possession thereof give to the Lessee, and the terms of this Lease shall be extended for a period equal to such period of rent abatement not otherwise affected.

(c) Should fifty (50%) percent or more of the total floor area of the Shopping Center at any time be damaged or destroyed by fire or any other cause, Lessor may elect not to rebuild and may forthwith terminate this Lease by written notice to Lessee of Lessor's election to terminate.

(d) Should the Demised Premises be damaged or destroyed by causes not within the coverage of the Lessor's fire and extended coverage insurance, and not occasioned from the occupancy of the Demised Premises, and the Lessor does not with reasonable dispatch, commence to restore or repair to tenantable condition the Demised Premises then, in that event, either party may terminate this Lease by notice in writing, registered mail, to the other of its election so to terminate. However, if the Lessor agrees to commence to restore or repair to tenantable condition the Demised Premises, then in that event, the Lessor agrees to allow Lessee equitable abatement of the payments to the extent not covered by business interruption insurance in an amount which bears the same proportion to the total monthly payment as the number of square feet of damaged or destroyed floor space bears to the total number of square feet of floor space in the Demised Premises, which reduction shall continue until such restoration or repairs shall be completed. Lessee shall, in case of damage or destruction, give immediate notice in writing to the Lessor. In the event of destruction, Lessor shall give Lessee notice within sixty (60) days thereafter whether the Demised Premises can be repaired within one hundred eighty (180) days or whether Lessor will repair the Demised Premises, as the case may be and Lessee's rent shall abate as hereinabove provided from the date of casualty.

(e) Anything to the contrary contained herein notwithstanding, Lessor shall not in any manner be liable to Lessee for Lessee's loss of business by reason of any fire, casualty, interruption of utilities or any other event to the Demised Premises or the Shopping Center of which the Demised Premises is a part that causes a loss of business for the Lessee.

26. LEASE SUBORDINATION

(a) This Lease and all of the rights of Lessee hereunder are and shall be subject and subordinate to the lien of any mortgage or mortgages now existing or hereinafter placed on the Demised Premises or any part thereof, except the Lessee's property or trade fixtures, and to any and all renewals, modifications, consolidations, replacements, extensions or substitutions of any such mortgage or mortgages (all of which are hereinafter termed the "Mortgage" or "Mortgages"). Such subordination shall be automatic, without the execution of any further subordination agreement by Lessee. If, however, a written subordination agreement, consistent with this provision, is required by a mortgagee, Lessee agrees to execute, acknowledge, and deliver the same, and, in the event of failure so to do, Lessor may, in addition to any other remedies for breach of covenant hereunder, execute, acknowledge, and deliver the same as the agent or attorney-in-fact of Lessee, and Lessee hereby irrevocably constitutes Lessor its attorney-in-fact for such purpose.

(b) Lessee will, upon demand, without cost execute any instrument necessary to effectuate the subordination required in paragraph (a) above. If Lessee, within fifteen (15) days after submission of such instrument fails to execute

the same, Lessor is hereby authorized to execute same as attorney in fact for the Lessee.

(c) Lessee agrees to give any mortgagee, by registered mail, a copy of any notice of default served upon the Lessor provided that prior to such notice, Lessee has been notified in writing of the address of such mortgagee. Lessee further agrees that if Lessor shall have failed to cure such default within the time provided in the Lease, then the mortgagee shall have an additional thirty (30) days within which to cure such default, or if such default cannot be cured within that time, then such additional time as may be necessary, if within such 30 days any mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings, if necessary to cure such default), in which event this Lease shall not be terminated while such remedies are being so diligently pursued.

(d) If, in connection with obtaining financing for the Shopping Center, a banking, insurance, or other recognized institutional lender shall request modifications in this Lease as a condition to such financing, Lessee will not unreasonably withhold, delay or defer its consent thereto.

(e) If the holder of a superior Mortgage shall succeed to the rights of Lessor under this Lease, whether through possession or foreclosure action or delivery of a deed, then at the request of such party so succeeding to Lessor's rights (herein sometimes called "successor-lessor") and upon such successor-lessor's written agreement to accept Lessee's attornment, Lessee shall attorn to and recognize such successor-lessor as Lessee's Lessor under this Lease, and shall promptly execute and deliver any instrument that such successor-lessor may request to evidence such attornment.

27. AGENCY DISCLOSURE

Lessee represents and warrants that it has not consulted or negotiated with any broker, finder or agent with regard to this lease except Rodney Brown who shall be paid a commission by the lessor.

28. WAIVER OF BREACH

It is hereby covenanted and agreed that no waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenants.

29. EXTENSION, PARTIAL PAYMENT

It is agreed that should the Lessor, at its option, either extend the time of

payment or accept partial payments of one or more installments that neither of these acts shall be construed as altering the terms of payment of any subsequent installments, and should the Lessor at its option, accept a partial payment, or any installment, the Lessor expressly reserves the right to re-entry, as provided in the case of non-payment by Lessee, at any time after such date to which such installment, figured on a prorated basis, pays the Lessee's rental payment.

30. NOTICE

It is expressly understood and agreed that no act, practice, or custom, on the part of the Lessor with respect to giving notice of the time that monthly payments are due, shall ever be construed as an obligation on the part of the Lessor to give such notice.

31. REPAIRS

(a) The Lessor will make necessary repairs to the roof, roof structure, gutters, downspouts, exterior masonry walls (not including glass) and foundation walls of the Demised Premises during the original or any extended term of this Lease after receiving notice from the Lessee of the need for the repairs and where the repairs are not in any way occasioned through the use, neglect or other manner arising out of the occupancy of the Demised Premises by Lessee. Where such repairs are occasioned through the use, neglect or any other manner arising out the occupancy of the Demised Premises by the Lessee, its employees and customers, same shall be made promptly by Lessee, at its expense. All other repairs to the Demised Premises of any kind, shall be made promptly by Lessee at its own expense in such manner as to maintain the Demised Premises in good condition and repair, including all interior plumbing fixtures at the Demised Premises including but not limited to the meter, testing of back flow preventer. Lessor has installed sentricon system around entire structure and will continue service prevention for termites as well as spray exterior of structure for insects, lessee is responsible for interior insect spraying as needed.

(b) In order to insure proper maintenance of the heating and air conditioning system, Lessor agrees to change all filters on a regular basis, including replacement of lessor's existing HVAC system. Lessee shall be responsible for replacement of all interior light bulbs on the Demised Premises, at Lessee's cost. Lessee shall also be responsible for replacement and repair of all existing ballast and light fixtures after the expiration of any applicable warranty period for items.

32. COVENANTS TO RUN TO HEIRS, ETC.

It is hereby covenanted and agreed between the parties hereto that all covenants, conditions, agreements and undertakings in this Lease contained shall extend to and be binding on the respective heirs, administrators, executors,

successors and assigns of the respective parties hereto the same as if they were in every case named and expressed; also that the term "Lessor" and "Lessee" shall be construed in the singular or plural number according as they respectively represent one or more than one person.

33. UTILITIES

The Lessee is to pay all utilities' bills, special assessments, use charges, tap fees, back flow test or any other utility fees relating to Lessee's use of the Demised Premises including those for electricity, fuel, water, gas, sewer fee, and other special fees used on or for the Demised Premises during the original or any extended term of this Lease whether or not such bills are in the Lessor or Lessee's name. Lessor shall in no way be liable for cessation of any of the above services caused by strike, accident or breakdown, or any other causes beyond Lessor's reasonable control.

34. ORDINANCES

The Lessee will abide by and faithfully observe all ordinances and rules and regulations relative to sidewalk occupancy and will keep said sidewalk property swept and cleared during the entire term of this Lease including but not limited to papers and cups in the parking lot pertaining to the lessees business.

35. "FOR LET" SIGN

It is understood and agreed that the Lessor will be permitted to keep or exhibit inside the window of the Demised Premises a "To Let" sign for one hundred and twenty (120) days next prior to the expiration of this Lease.

36. EXTERIOR SIGNS

It is understood and agreed that no outside walls, roofs or other exterior portion of the Demised Premises or of any buildings or other improvements now or hereafter erected on the Demised Premises shall not be used for any advertising purpose whatsoever, unless approved by Lessor. In addition, no signs of any type will be allowed in the parking lot or common areas under any circumstances unless specifically approved by the Lessor in writing.

Lessor does hereby require Lessee to have one (1) exterior sign, to which the lessee shall have installed above front door to suite (over canopy sign) no later than 90 days after commencement. Such sign shall be Raised Lighted Letters over suite in addition to 2 slats for each side of elevated pylon sign at rear of parking lot to be installed in the fifth slot. If lessee is of a franchise and has specific type of sign lessor will not disapprove so long as size fits appropriately over lessee suite. The placement of the exterior sign shall be at the absolute discretion of Lessor. At lessee's discretion a sign at the rear of the suite will be allowed.

37. NOTICES

All notices required or provided for under this Lease Agreement shall be given in writing by registered U. S. Mail and addressed to Lessee at ____921 Moores Ferry Road, Villa Rica GA 30180 Suite F__, and to the Lessor at 1101 Deer Haven Dr Wellington FL 33470, with a copy to Huck Smith at Smith Conerly, LLP 402 Newnan St Carrollton GA 30117 or to such other addresses as Lessor or Lessee may direct in writing from time to time. It is further understood and agreed by the parties to this Lease that all of the covenants and agreements enumerated herein shall be binding upon both parties' legal representatives, successors and assigns throughout the life of this instrument.

38. ESTOPPEL STATEMENTS

Lessee agrees, at any time, and from time to time, upon not less than ten (10) days' prior notice by Lessor, to execute, acknowledge and deliver to Lessor a statement in writing addressed to Lessor certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates to which the fixed minimum rent, additional rental and other charges have been paid, and stating whether or not to the best knowledge of the signer of such certificate, there exists any default in the performance of any covenant, agreement, term, provision or condition contained in this Lease, and, if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by Lessor and by any mortgagee or prospective mortgagee of any mortgage affecting the building or the building and the land.

39. REAL ESTATE TAXES AND INSURANCE

(a) Said lease herein is a gross lease which includes real estate property taxes in the base rent including CAM which includes landscaping, regular garbage and exterior lighting.

(b) Said lease also includes lessors shopping center insurance, lessors building and business interruption policy in the base rent.

(c) Lessee shall maintain its own insurance for its business and contents.

(d) Lessee, in its name and in its own expense, shall procure and continue in force, general liability insurance against damages occurring on the Demised Premises during the term of this lease. Such insurance shall be in an amount not less than Two Million and No/100 (\$2,000,000.00) Dollars for injuries to persons in one accident, and not less than Two Million and No/100 (\$2,000,000.00) Dollars for

injury to any one person, and Two Hundred Thousand and No/100 (\$200,000.00) Dollars for damage to property. Such insurance shall name the Lessor and Lessor's mortgage holders (if requested by lessor) as an additional insured and shall be written in a company or companies authorized to engage in the business of general liability insurance in the State of Georgia. The policies of insurance herein are to be procured by the Lessee, and should be for a period of not less than one (1) year. Thirty (30) days prior to the expiration of any policy of insurance, the Lessee will procure a renewal or new policy to replace the policy expiring. Should the Lessee fail to procure the policies at the times herein provided, the Lessor may obtain such insurance, and the premiums shall be deemed an assessment to be paid by the Lessee unto the Lessor upon demand. The carrier(s) of all insurance policies herein required shall provide Lessor with an annual statement of coverage and proof of premium payments by Lessee.

(e) Lessee covenants not to suffer anything to be or remain upon or about the Demised Premises which will invalidate any policy of insurance which Lessor may have now or hereafter have upon said building.

(f) Lessee covenants not to suffer anything to be or remain upon or about the Demised Premises nor carry on nor permit upon the Demised Premises any trade or occupation or suffer to be done anything which may render an increase or extra premium payable for the insurance of the Demised Premises against fire, or other perils included under standard extended coverage insurance, unless consented to in writing by the Lessor and if so consented to the Lessee shall pay such increased or extra premium within ten (10) days after the Lessee shall have advised of the amount thereof.

(g) Lessee shall carry at its own cost and expense, plate glass insurance on all plate glass in the Demised Premises, such insurance to be for the benefit of both Lessee and Lessor. Lessee shall during the entire term of this Lease, replace at its own costs and expense any broken or damaged glass in the Demised Premises, however caused.

(h) Irrespective of the adequacy of said insurance, the Lessee shall save the Lessor free and harmless from all liability for injury (including death) to any person or persons, firm or corporation, or for the resultant effect of any injury (including death) to any person or persons, firm or corporation, occurring on or about the Demised Premises, or arising out of any accident or other occurrence on the Demised Premises, causing injuries (including death) to any person or persons, whatsoever, or damage to the person or property of any person or persons, firm or corporation whatsoever, including to the Lessor, due directly or indirectly to the use of the Demised Premises or any part thereof by the Lessee, its agents, sub lessees or assignees, and not caused by Lessor, its agents or employees.

(i) Lessee hereby agrees that Lessor shall not be responsible for damage

to physical property of Lessee occasioned by forcible entry or break-in of the Demised Premises and repairs for damages or losses resulting from said occurrences to the Demised Premises and Lessee's property shall be paid for by Lessee. Further, Lessee shall bear the responsibility for securing the Demised Premises in the event of a forcible entry or break-in, and Lessor shall in no manner be responsible for any loss or damages sustained as a result of Lessee's failure to so act.

40. RESERVED

41. FINANCIAL STATEMENTS

If requested Lessee agrees to annually furnish Lessor with current financial statements of Lessee and/or any guarantor of Lessee, prepared by a certified public accountant. Lessee acknowledges that Lessor may provide such financial statements to Lessor's current or proposed mortgage holders or other such financial institutions and any proposed purchasers of the Demised Premises.

42. EXCULPATION

Lessee agrees that it shall look solely to the estate and property of the Lessor in the land and buildings comprising the Demised Premises for the collection of any judgment (or any other judicial process) requiring the payment of money by Lessor in the event of any default or breach by Lessor with respect to any of the terms, covenants and conditions of this lease to be observed and/or performed by Lessor, and no other property or estates of the Lessor shall be subject to levy, execution or other enforcement procedures for the satisfaction of Tenant's remedies.

43. HAZARDOUS WASTE COVENANT

(a) Lessee shall comply with all applicable statutes, laws, rules, ordinances, or regulations of the United States and/or the State of Georgia or other applicable local or state governmental authority governing the ownership, operation and maintenance of the Demised Premises or any other statutes, laws, rules, ordinances, or regulations of the United States and/or the State of Georgia or other applicable local or state governmental authority governing hazardous wastes, hazardous substances, chemicals or compounds located on the Demised Premises as same is defined by such law, ordinance or regulation. Lessee will not incorporate any hazardous substances, chemicals or compounds into the Demised Premises nor shall Lessee store, place, locate or use such hazardous substances, chemicals or compounds at the Demised Premises.

(b) Lessee hereby agrees to indemnify, defend, and hold harmless Lessor, and its officers, directors, partners, employees and agents, against any liability,

loss, claim, cost, damage or expense (including without limitation attorneys' fees and disbursements and court costs) to which any of the foregoing parties may become subject insofar as they may arise out of or are based upon:

- (i) Any violation of Environmental Laws with respect to the Demised Premises, or any governmental or judicial claim, order, or judgment with respect to the clean-up of Hazardous Substances at or with respect to the Demised Premises; and any breach of any of the warranties, representations, and covenants herein.

44. ENTIRE AGREEMENT

THIS LEASE CONTAINS THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN LESSOR AND LESSEE PERTAINING TO THE SUBJECT MATTER OF THIS LEASE AND THERE ARE NO ORAL REPRESENTATIONS, STIPULATIONS, WARRANTIES OR UNDERSTANDINGS RELATING THERETO WHICH ARE NOT FULLY SET FORTH HEREIN. No amendment, addition to, or alteration, modification or waiver of any provision of this lease shall be of any force or effect unless in writing and signed by Lessee and an authorized representative of Lessor.

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

IN TESTIMONY WHEREOF, the above-named Lessor and above-named Lessee have executed this lease agreement, either original instruments or electronic signature.

LESSOR:

BY: Stephen Galarza
Stephen Galarza

Date 1/24/2020

Title: Managing Member
S-G Management & Holding, LLC

LESSEE 1

Date 1/24/2020

BY: Wanna Keopraseut
Wanna Keopraseut

Title: owner
Thai Basil & Noodles



CITY OF VILLA RICA

City Council Packet

SUBJECT: VA-05-20 – 739 Parker St

CITY COUNCIL AGENDA DATE: January 12th, 2021

DATE: December 30th, 2020

PREPARED BY: Ronald Johnson, Planning and Zoning Specialist

FISCAL IMPACT: N/A

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: The applicant is requesting a variance from the minimum dwelling size permitted in the zoning ordinance (1,500 SF) in order to construct a 1-story, single-family dwelling with a total heated square footage of 1,152 SF. Due to the average size of dwellings along Thomas Dorsey Drive, the applicant is requesting a variance from the following regulation:

- Section 4.04 Lot Standards (Table 4.4)- The required minimum ground floor area is 1,500 SF, and the minimum living area is 1,500SF in the R2 Zone.

BACKGROUND: The subject property is currently vacant.

STAFF RECOMMENDATION: Staff recommends **denial** of these variances.

PLANNING COMMISSION: N/A

MOTION:

I move to deny the variance request from Marlon and Tasha Wells to decrease the minimum dwelling size from 1,500 square feet to 1,152 square feet as indicated in the supplied architectural plans.



Planning & Zoning

Community Development Department

VA-05-20

Council Ward: 5

Planning Board Member: Willie Marchman

City Council Member: Shirley Marchman

Public Hearing Dates

City Council: January 12th, 2020

Request: One variance to construct an 1,152 SF single-family dwelling, whereas 1,500 SF is the minimum ground floor area and minimum living area permitted as per the Villa Rica Zoning Ordinance.



Applicant: Marlon and Tasha Wells
9844 Spyglass Dr
Villa Rica, GA 30180

Acres: 0.35 +/- acres
Current Land Use: Vacant
Future Land Use: Single-Family Residential

Parcel Number(s): V06 0030036

Location: 739 Parker St, in Land Lot 159 of the 6th District in Carroll County.

Project Description:

The applicant is requesting a variance from the minimum dwelling size permitted in the zoning ordinance (1,500 SF) in order to construct a 1-story, single-family dwelling with a total heated square footage of 1,152 SF. Due to the average size of dwellings along Thomas Dorsey Drive, the applicant is requesting a variance from the following regulation:

- **Section 4.04 Lot Standards (Table 4.4)- The required minimum ground floor area is 1,500 SF, and the minimum living area is 1,500SF in the R2 Zone.**

Table 4.4: Residential Lot Standards

		Residential											
		AG Single-Family Agricultural		R1 Single-Family Suburban		R2 Single-Family Urban		SFA Single-Family Attached		MF1 Multifamily Low-Density		MF2 Multifamily Medium-Density	
		without sewer/ water	with sewer/ water	Res	Other	Res	Other	Res	Other	Res	Other	Res	Other
Minimum Lot Size		40,000 sf.	25,000 sf.	15,000 sf.	1 ac.	8,500 sf.	1 ac.	10,000 sf.	1 ac.	1 ac.		5 ac.	
Minimum Lot Width		150 ft.	100 ft.	85 ft.	100 ft.	50 ft.	100 ft.	50 ft.	100 ft.	100 ft.		150 ft.	
Minimum Lot Frontage		50 ft.		50 ft.		50 ft.		50 ft.		50 ft.		50 ft.	
Minimum Building Height	Principal	35 ft.		35 ft.		35 ft.		45 ft.		45 ft.		65 ft.	
	Accessory	24 ft.		24 ft.		24 ft.		24 ft.		24 ft.		24 ft.	
Front Setback	Urban Roads	PA: 50 ft. MA: 45 ft. MC: 45 ft. RC: 40 ft. LR: 35 ft.											
	Rural Roads	PA: 50 ft. MA: 45 ft. MC: 45 ft. RC: 40 ft. LR: 35 ft.											
Side Setback	Principal	15 ft.		8 ft.		6 ft.		0 ft./10 ft.		40 ft.		40 ft.	
	Accessory	5 ft./10 ft. 6		5 ft./10 ft. 6		5 ft./10 ft. 6		5 ft./10 ft. 6		10 ft.		10 ft.	
Rear Setback	Principal	15 ft.		15 ft.		15 ft.		15 ft.		40 ft.		40 ft.	
	Accessory	5 ft./10 ft. 6		5 ft./10 ft. 6		5 ft./10 ft. 6		0 ft./5 ft.		10 ft.		10 ft.	
Projection into setbacks: fire escapes, open stairways, balconies, soffits, canopies, and other similar architectural features may extend up to three (3) feet into a side or rear setback.													
Minimum Distance from Structures on Same Lot		5 ft.		5 ft.		5 ft.		5 ft.		20 ft.		20 ft.	
Minimum Ground Floor Area (Per Unit)	1 story	1,500 sf.		1,500 sf.		1,500 sf.		1,040 sf.		950 sf. Average		950 sf. Average	
	2+ story	900 sf.		700 sf.		650 sf.		650 sf.		650 sf. avg.		650 sf. avg.	
Total Minimum Living Area (Per Unit)		1,500 sf./ 1,100 sf. 3.7		1,500 sf./ 1,100 sf. 3.7		1,500 sf./ 1,100 sf. 3.7		1,040 sf./ 950 sf. 3.7		950 sf. Average		950 sf. Average	
Minimum Living Area Façade Width		24 ft.		24 ft.		24 ft.		24 ft.		24 ft.		24 ft.	
Minimum Lot Coverage (structures and buildings)		35% 11 Acc: 5% or 600 sf. (whichever is greater)		35% 11 Acc: 5% or 600 sf. (whichever is greater)		40% 11 Acc: 5% or 600 sf. (whichever is greater)		40% 11 Acc: 5% or 600 sf. (whichever is greater)		50% 11 Acc: 5% or 750 sf. (whichever is greater)		75% 11 Acc: 5% or 2,500 sf. (whichever is greater)	
Minimum Lot Coverage (all impervious surfaces)		50% 12		50% 12		50% 12		50% 12		50% 12		75%	

(PA) Principal Arterial

(MC) Major Collector

(LR) Local Road

(MA) Minor Arterial

(RC) Rural Collector

Surrounding Properties:

	Current Zoning	Current Land Usage
North	Single-Family Urban (R2)	Residential
East	Single-Family Urban (R2)	Vacant
South	Single-Family Urban (R2)	Residential
West	Single-Family Urban (R2)	Vacant

Comprehensive Plan:

The applicable property is located in the Traditional Neighborhood Character Area based on the Future Land Use Map. The Comprehensive Plan describes the intent and general characteristics of the Traditional Neighborhood Character Area as follows:

Preserve established neighborhoods and create quality infill development that respects the

prevailing single-family character and traditional building materials and site design. Traditional Neighborhoods are characterized by moderate density (up to 8 du/ac) residential development and neighborhoods, with some areas of higher density. Higher densities can be achieved through density bonuses, planned developments, and certain development types specified in the zoning regulations. Green space is largely provided on individual lots, but neighborhood open space and/or park amenities may also be provided. Pedestrian connectivity is moderate to high, where sidewalks may be internal to a neighborhood but may not currently connect to nearby parks and schools. However, such connections should be provided in new developments, and should provide linkages to the Gold Nugget Trail, when possible.

Future development will continue to be primarily detached, single-family homes, with opportunities for variations in housing types (including multifamily) and lot sizes based on surrounding uses and sewer availability. Smaller lots and pedestrian-oriented site design complemented by a compact road network is encouraged. Infill development/redevelopment should be compatible with the scale, setback, and style of existing adjacent homes.

The construction of a new single-family residence on the lot would fulfill the purpose and intent of the Traditional Neighborhood Character Area, specifically the intent to encourage infill development. The Comprehensive Plan also indicates that the scale of the structure should be in kind with the existing homes nearby, which 77% of all homes in the general vicinity are all under 1,500 square feet. New residential homes would correspond to the list of primary future land uses proposed in the Comprehensive Plan for the Traditional Neighborhood Character Area:

- Moderate density residential uses including detached single-family dwellings, two-family dwellings,
- Civic benefit uses such as community centers, libraries, places of worship, and schools
- Parks, greenways, trails

Single-Family homes are a permitted use in the Single-Family Urban (R2) Zone.

Variance Review Standards: (From Section 11.06 of the Zoning Ordinance)

A variance is not a right. It may be granted upon finding that:

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

The variances, if granted, would not pose a threat to the community.

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

The surrounding uses are zoned for single-family residential uses primarily. A small light industrial sector, within 1,000 feet to the southeast of the site, has typical light industrial activity. Based on the use and value of the residential area, a new construction home with a similar square footage would help increase values nearby. The use and value of the existing residential in the general area would not be impacted by development of this lot for the intended purposes.

Staff Comments:

Staff has completed an analysis of the surrounding properties and square footages for Council consideration:



Of all buildings currently standing within the assessed area, 5 of 21 buildings were over the ordinance-required 1,500 SF minimum building area (23%). The remaining 16 homes are less than 1,500 SF (77%). Although the majority of the homes within the neighborhood are smaller than the ordinance permits, the additional size of this dwelling may command a higher value than the surrounding homes and would improve conformity and value of the entire neighborhood. The request for a variance appears to be an economic decision, which is directly adverse to Section 11.06(4)(a)(iii) *Practical Difficulty* of the zoning ordinance as indicated on Page 4.

Recommendation:

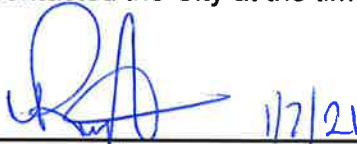
Staff recommendation: **DENIAL**

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* on December 15th, 2020; 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, residents within the surrounding neighborhoods have not contacted the City at the time of this staff report.

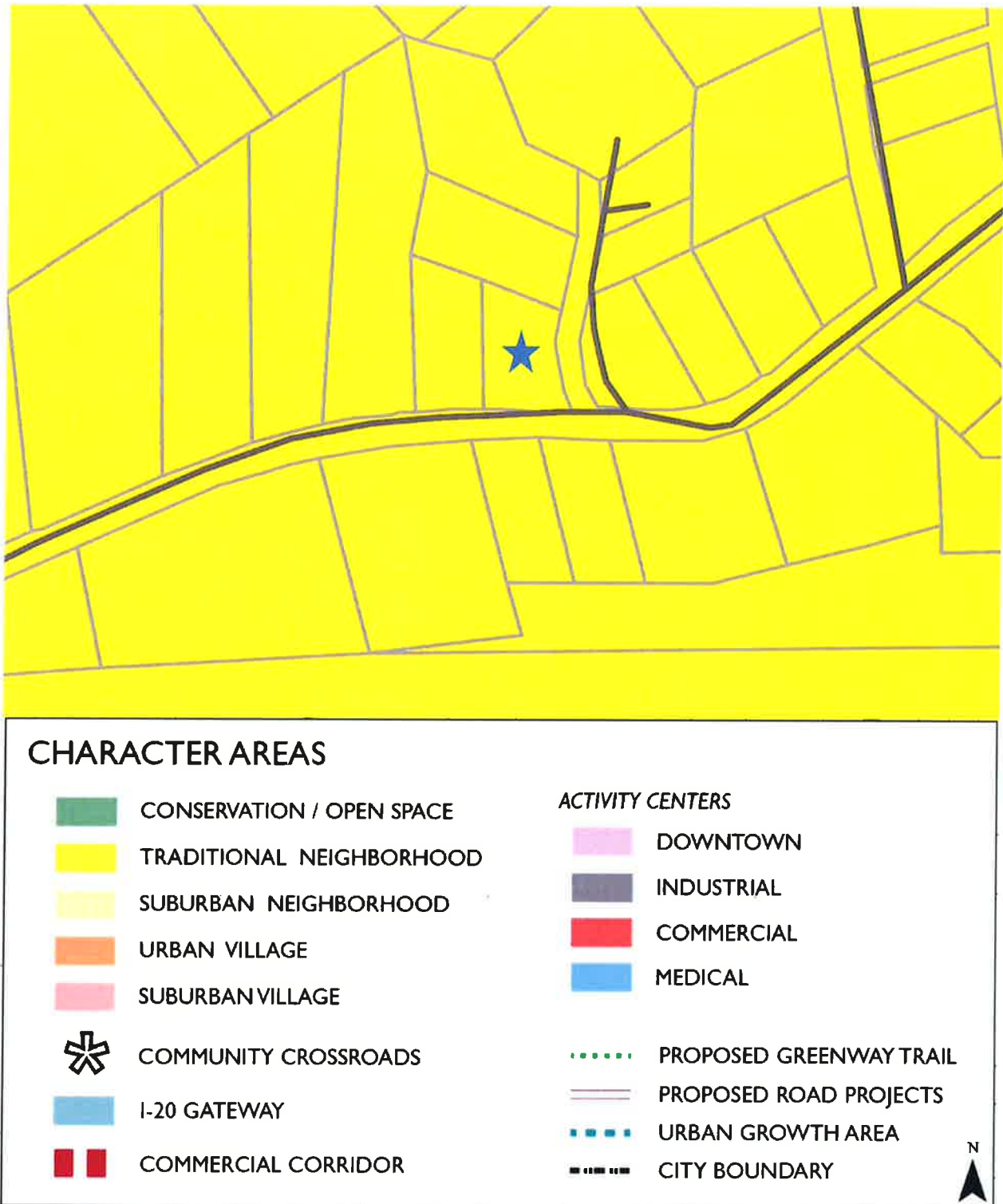


Ronald Johnson, Planning and Zoning Specialist
Department of Community Development

Attachments:

1. Application
2. Architectural Floor Plans, undated, unsigned and unsealed, prepared by Trinity Custom Homes
3. Altered Property Survey indicating Setbacks
4. Deed
5. Applicant Statement, prepared November 20th, 2020
6. Future Land Use Map
7. Zoning Map

Future Development Map:



Zoning Map:



Zoning District Legend

-  City Boundary
-  AG - Single-Family Agricultural
-  R1 - Single-Family Suburban
-  R2 - Single-Family Urban
-  SFA - Single-Family Attached
-  MF1 - Multifamily Low-Density
-  MF2 - Multifamily Medium-Density
-  CBD - Central Business District
-  CMU - Commercial Mixed Use
-  C1 - Commercial Low-Density
-  C2 - Commercial Medium-Density
-  OMI - Office Medical Institutional
-  I1 - Industrial Low-Density
-  I2 - Industrial Medium-Density
-  PUD - Planned Unit Development



APPLICATION FOR
VARIANCE/APPEAL

☐ APPEAL ☒ VARIANCE

The procedure for requesting a Variance or filing an Appeal is set forth in Section 2.03.J and 2.03.K respectively, of the Unified Development Code (UDC). Generally, the amendment process involves review by the Community Development Manager and City Council.

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

Date of Application: 10/30/20

APPLICANT

Applicant Name: Marlon & Tasha Wells

Address: 9844 Spyglass Dr City: Villa Rica State: GA Zip: 30180

Phone: (404) 394-6613 Fax: () - Email: M.Wells10@yahoo.com

Agent Name: _____

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

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

Owner Name (If different from applicant): _____

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

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

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

VARIANCE OR APPEAL INFORMATION

Address of Variance or Appeal Location: 739 Parker St Villa Rica
GA 30180

I, Wells, Marlon & Tasha, hereby state that all of the above statements and statements contained in the documents submitted with this application are true. I hereby request processing of this application.

Marlon Wells Tasha Wells
Signature of Applicant

10/30/20
Date



CASE # _____
VARIANCE/APPEAL

Required Materials to Accompany the Application

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

Variance:

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

Appeals from Staff Determinations:

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

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

678.785.1004 (T)
770.459.7003 (F)

For Department Use Only

Case No: _____

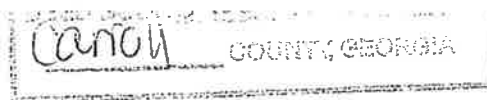
Filing Fee: _____

Date Received: _____

Pre-Application Conf: _____

Staff Comments/Findings: _____

Action and Date: _____



CHRISTOPHER J. TEASLEY
PRICE & PYLES PC
120 Dixie Street
Carrollton, GA 30117
(770) 830-9000
NTO—Deed Service Only

QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF CARROLL

THIS INDENTURE, Made the 15th day of November, 2019, between BRIAN SIMPSON, JR. and CABRIA SIMPSON of the County of Queens as party or parties of the first part, hereinafter called Grantor, and MARLON WELLS and TASHA WELLS of the county of Carroll, the State of Georgia, as party or parties of the second part, as joint tenants with all rights of survivorship and not as tenants in common, hereinafter called 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 the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever **QUITCLAIM** unto the said Grantee,

ALL THAT TRACT or parcel of land lying and being in Land Lot 159 of the 6th District, Carroll County, Georgia, being Tract Three B, as per plat recorded in Plat Book 60, Page 227, Carroll County, Georgia records, which plat is incorporated herein and made a part hereof by reference.

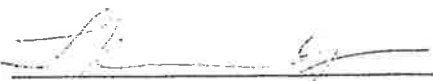
Tax Parcel: V06 0030036;
Address: 739 Parker Street, Villa Rica, GA 30180.

This deed is given to release any and all interest of the Grantor's herein obtained through the Estate of Brian Simpson, deceased June 16, 2011, Queens County, New York.

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

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

Signed, sealed and delivered in the presence of:


(Unofficial witness)

 Dated 11/15/19
(Notary Public)


BRIAN SIMPSON, JR. (Seal)

CABRIA SIMPSON (Seal)

PAUL J. DIAZ
NOTARY PUBLIC, STATE OF NEW YORK (Seal)
NO. 01DI6007265
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES MAY 18, 2022

Subject RE: 739 Parker St Variance
From Scott Hill <shill@trinitycustom.com>
To: marlon wells <m.wells10@yahoo.com>
Date Aug 26 at 2:20 PM

Setbacks are as follows:

Front 35'

Sides 6'

Rear 15'

Scott Hill



3878 Bremen Crossings

Bremen, GA 30110

(770) 537-5337 Office

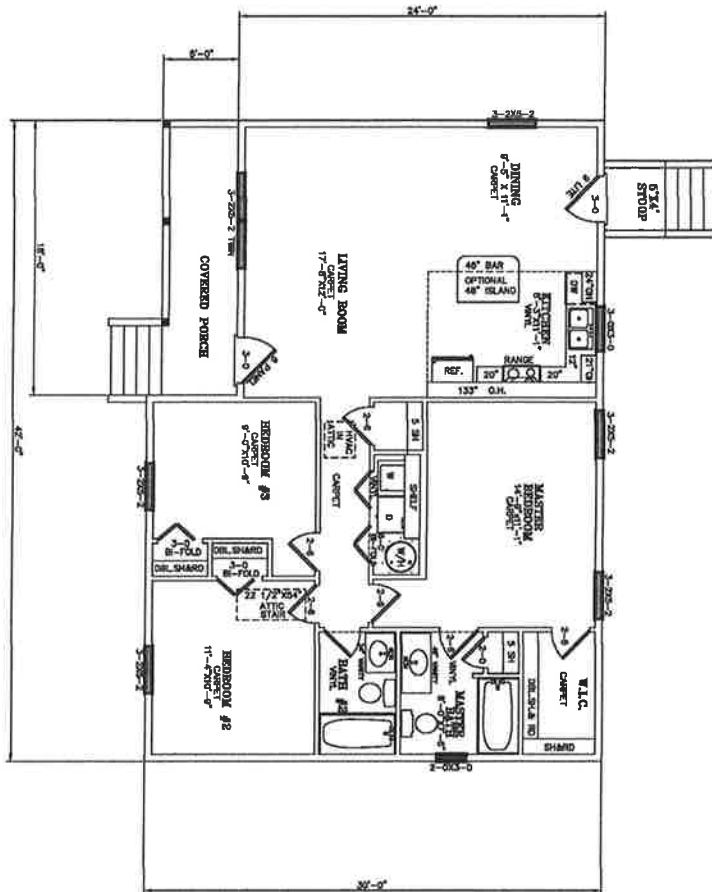
(770) 537-2337 Fax

www.trinitycustom.com

100%

	SITE DROP
	POWER
	PANEL
	SEWER
	WATER
	HOSE BIBB
	GAS LINE

FLOOR PLAN



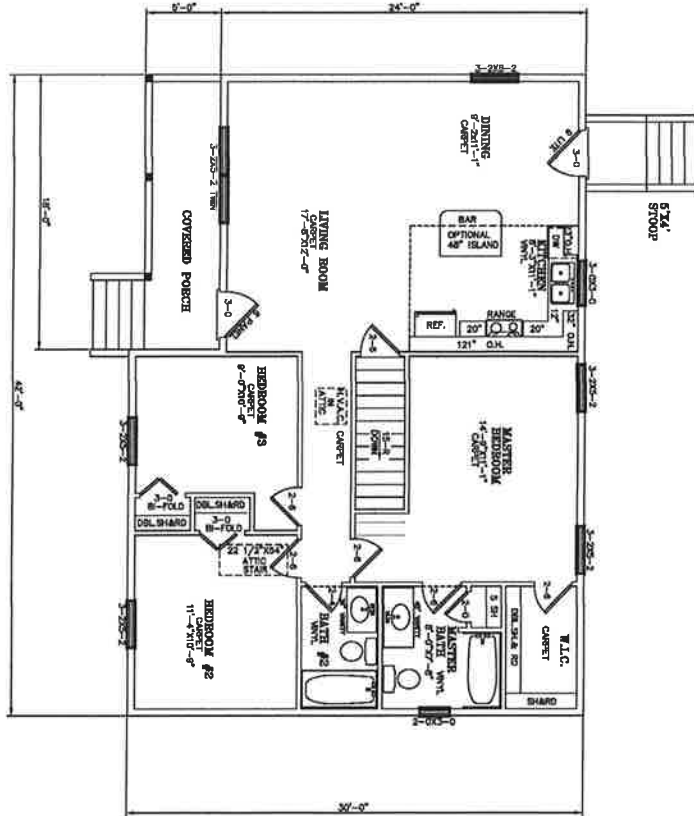
NOTE
DIMENSIONS ON PLANS ARE TO SCALE
BUT MAY VARY SLIGHTLY DUE TO
CONSTRUCTION, OR CONTRACTOR

PROPERTY OF Trinity Custom Homes dba 15230 Highway 515 South Ellijay, GA 30536 Phone 706-7139	THE	FRONTIER	AREAS	1122 S.F. 90 S.F. 24 S.F.	DATE	2x6 EXTERIOR WALLS		
	FOR		FIRST FLOOR		REVISIONS	UNLESS OTHERWISE NOTED		
			FRONT PORCH			FLOOR PLAN		SHEET No.
			STOOP					1
						SCALE: 1/8" = 1'-0"		
						DRAWN BY	DRAFTING	
						SOLD BY	SALES	OF 5

100%

9' CEILINGS
SITE DROP
POWER
POWER PANEL
SEWER
WATER
HOSE BIBB
GAS LINE

FLOOR PLAN

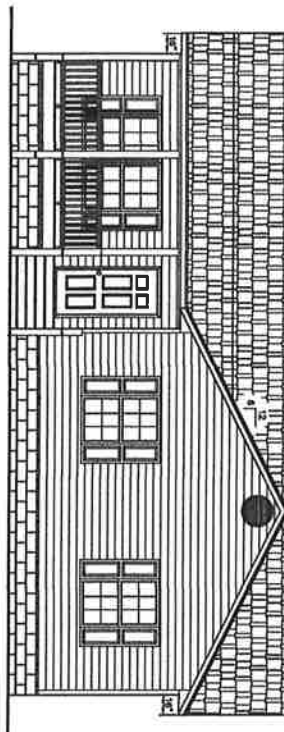


WASHER/DRYER & WATER HEATER
LOCATED IN BASEMENT

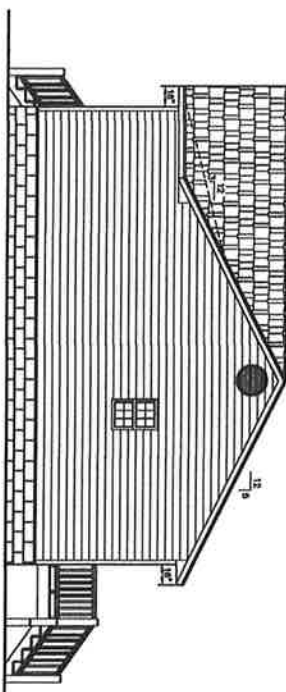
NOTE
DIMENSIONS ON PLANS ARE TO SCALE
BUT MAY VARY SLIGHTLY DUE TO
CONSTRUCTION, OR CONTRACTOR

PROPERTY OF Trinity Custom Homes dba 15230 Highway 515 South Elmhurst, GA 30536 Phone 706-273-7139	THE FRONTIER FOR	AREAS FIRST FLOOR 1102 S.F. FRONT PORCH 80 S.F. STOOP 24 S.F. BASEMENT 1102 S.F.	DATE REVISIONS	2x6 EXTERIOR WALLS UNLESS OTHERWISE NOTED	
				FLOOR PLAN SCALE: 1/8" = 1'-0" DRAWN BY DRAFTING SOLD BY SALES	SHEET No. 1 OF 5

100%



FRONT ELEVATION



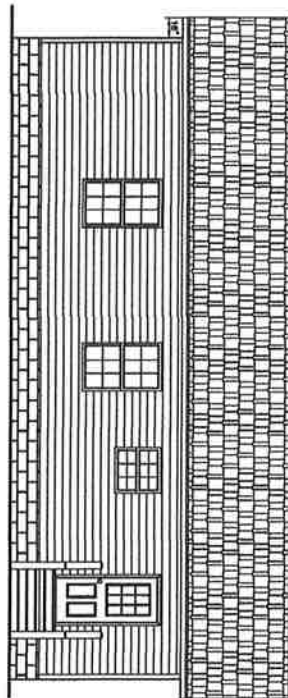
RIGHT SIDE ELEVATION

9' CEILINGS

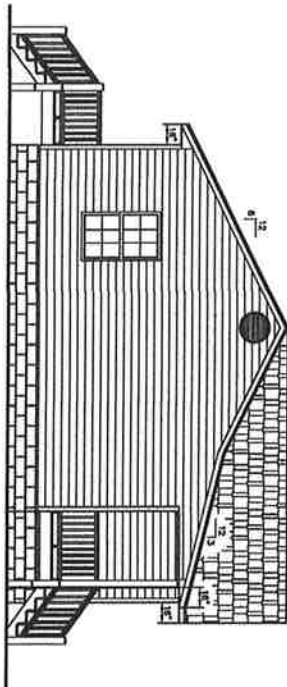
PROPERTY OF Trinity Custom Homes dba 15230 Highway 515 South Ellijay, GA 30538 Phone 706-273-7139		THE FRONTIER FOR		AREAS FIRST FLOOR 1152 S.F. FRONT PORCH 80 S.F. STOOP 24 S.F.		DATE REVISIONS		2x6 EXTERIOR WALLS UNLESS OTHERWISE NOTED		SHEET No. 2	
ELEVATIONS								SCALE: 1/8" = 1'-0"		OF 5	
DRAWN BY DRAFTING								SOLD BY SALES			

9148

100%



REAR ELEVATION



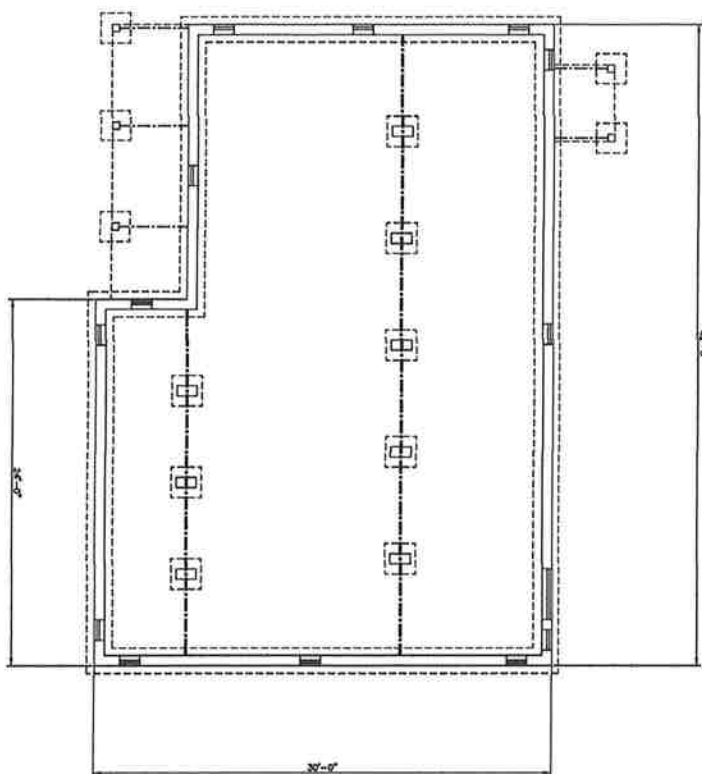
LEFT END ELEVATION

9' CEILINGS

PROPERTY OF Trinity Custom Homes dba 15230 Highway 515 South Ellijay, GA 30536 Phone 706-273-7139		THE FRONTIER FOR	AREAS FIRST FLOOR 1152 S.F. FRONT PORCH 80 S.F. STOOP 24 S.F.	DATE REVISIONS	2x6 EXTERIOR WALLS UNLESS OTHERWISE NOTED ELEVATION SCALE: 1/8" = 1'-0" DRAWN BY DRAFTING SOS BY SALES		SHEET No. 3 OF 5
---	--	-------------------------------	--	-------------------	--	--	---

100%

NOTE: LAYOUT SHOWN
REPRESENTS THIS OWNER



FOUNDATION PLAN

INSTALL ALL FOOTINGS & FOUNDATION
STRUCTURES PER CODE/AREA
REQUIREMENTS

PROPERTY OF
Trinity
Custom Homes dba
15230 Highway 515 South
Ellijay, GA 30536
Phone 706-273-7139

THE
FOR

FRONTIER

AREAS
FIRST FLOOR
FRONT PORCH
STOOP

1192 S.F.
90 S.F.
24 S.F.

DATE
REVISIONS

2x6 EXTERIOR WALLS
UNLESS OTHERWISE NOTED

**CRAWL
FOUNDATION**
SCALE: 1/8" = 1'-0"

SHEET No.
4

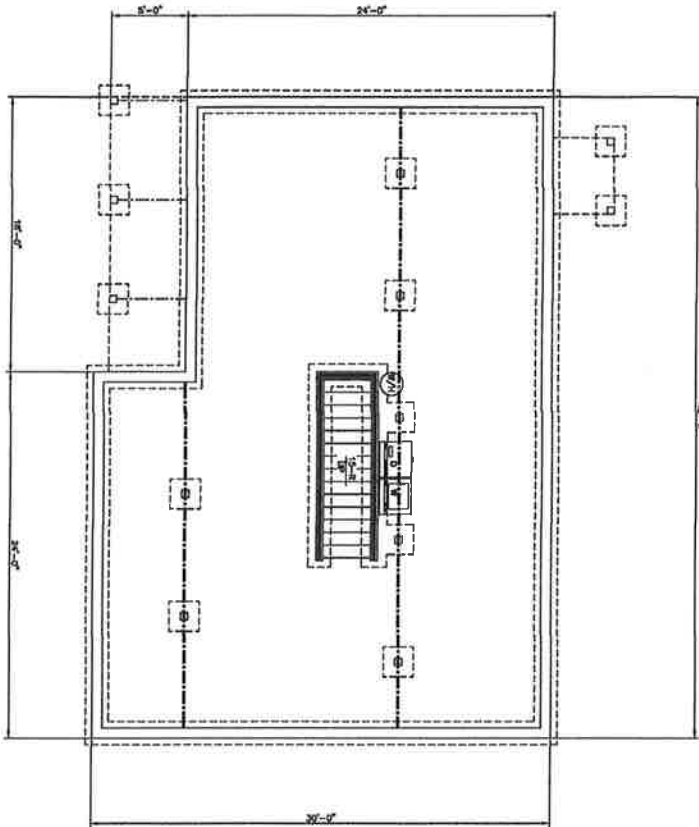
DRAWN BY
DRAFTING
SOLD BY
SALES

OF
5

100%

INSTALL ALL FOOTINGS & FOUNDATION
STRUCTURES PER CODE/AREA
REQUIREMENTS

NOTE: LAYOUT FROM
THIS CORNER



BASEMENT PLAN

2X6 FRAMED
WALLS

NOTE
DIMENSIONS ON PLANS ARE TO SCALE,
BUT MAY VARY SLIGHTLY, DUE TO
CONSTRUCTION, OR CONTRACTOR

PROPERTY OF Trinity Custom Homes dba 15230 Highway 515 South Ellijay, GA 30536 Phone 706-273-7139	THE	FRONTIER	AREAS	DATE	2x6 EXTERIOR WALLS		
	FOR		FIRST FLOOR	1182 S.F.	UNLESS OTHERWISE NOTED		
			FRONT PORCH	90 S.F.	BASEMENT FOUNDATION SCALE 1/8" = 1'-0"		SHEET No.
			STOOP	24 S.F.			4
			BASEMENT	1182 S.F.	DRAWN BY	DRAFTING	
					SOLD BY	SALES	
						or 5	



Summary

Parcel Number V06 0040005
Location Address 422 THOMAS DORSEY DR
Legal Description HSE/LOT THOMAS DORSEY DR VR34
(Note: Not to be used on legal documents)
Class R3-Residential
(Note: This is for tax purposes only. Not to be used for zoning.)
Tax District VILLA RICA (District 03)
Millage Rate 32.315
Acres 0.39
Homestead Exemption No (50)
Landlot/District 159 / 06
Water Public
Sewer Public Sewer
Electric Electricity
Gas Pipe Gas
Topography Level
Drainage Good
Road Class City
Parcel Road Access Paved



[View Map](#)

Owner

BAILEY BLEND A G
422 THOMAS DORSEY DR
VILLA RICA, GA 30180

Tax Commissioner Link

[Click here for tax information.](#)

Land

Type	Description
Residential	Res-V R - City Lot 2

Residential Improvement Information

Style One Story
Heated Square Feet 1080
Interior Walls Sheetrock
Exterior Walls Masonry (Brick)
Foundation Masonry
Attic Square Feet 0
Basement Square Feet 0
Year Built 1984
Roof Type Asphalt Shingles
Flooring Type Carpet/Tile
Heating Type Central Heat
Number Of Rooms 5
Number Of Bedrooms 3
Number Of Full Bathrooms 1
Number Of Half Bathrooms 0
Number Of Plumbing Extras 0
Value \$54,007
Condition Average
House Address 422 THOMAS DORSEY

Accessory Information

Description	Value
Site Impr Average	\$2,500

Sales

Sale Date	Sale Price
3/17/2020	\$0
10/13/1982	\$0

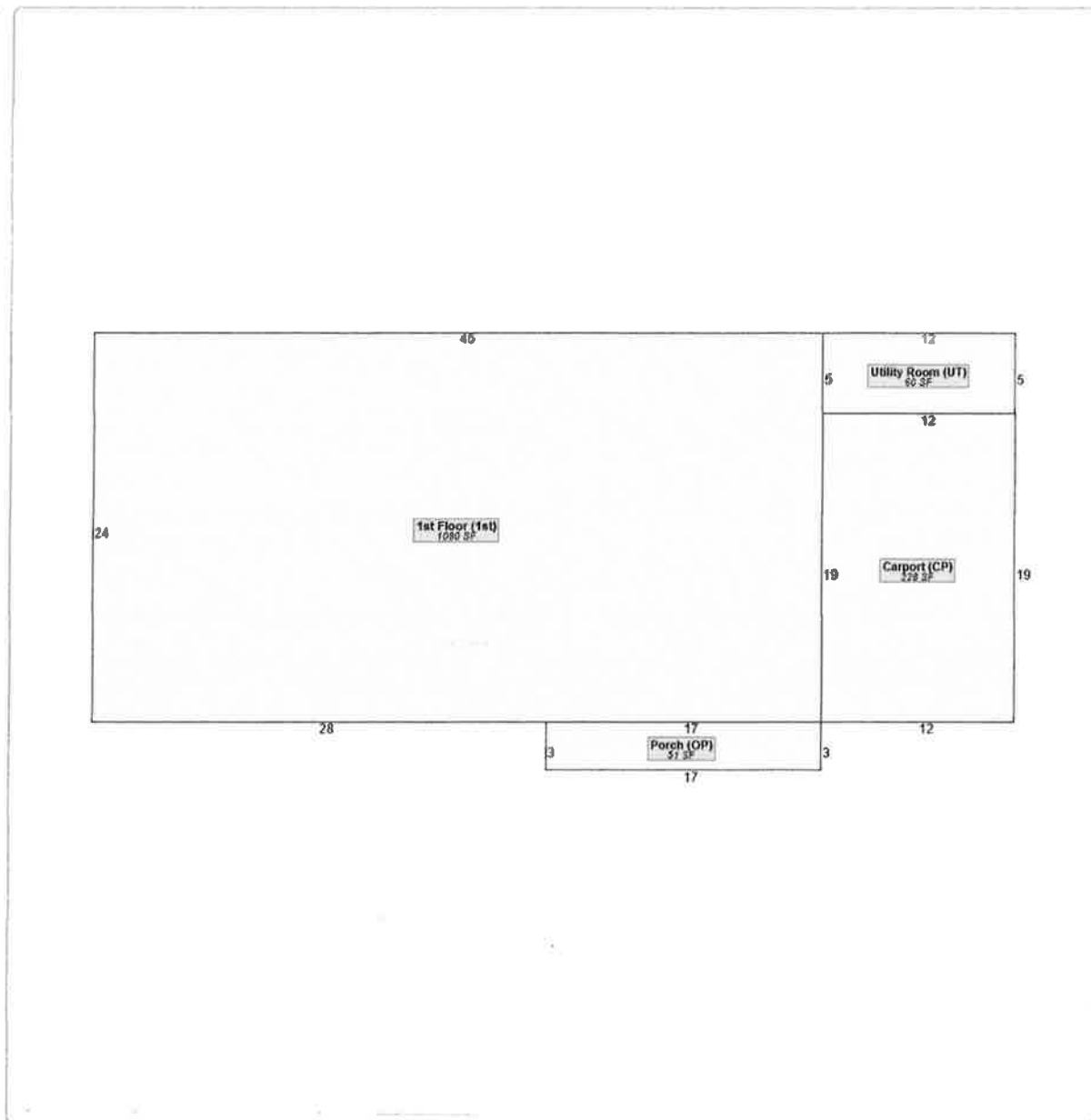
Valuation

	2020	2019
Previous Value	\$64,055	\$57,940
Land Value	\$12,000	\$12,000
+ Improvement Value	\$54,007	\$49,555
+ Accessory Value	\$2,500	\$2,500
= Current Value	\$68,507	\$64,055

Photos



Sketches



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



[User Privacy Policy](#)
[GDPR Privacy Notice](#)

Last Data Upload: 10/29/2020, 6:17:32 PM

Version 2.3.92



Summary

Parcel Number V06 0030017
Location Address 736 PARKER ST
Legal Description HSE/LOT PARKER ST VR34
(Note: Not to be used on legal documents)
Class R3-Residential
(Note: This is for tax purposes only. Not to be used for zoning.)
Tax District VILLA RICA (District 03)
Millage Rate 32.315
Acres 0.19
Homestead Exemption No (S0)
Landlot/District 159 / 06
Water Public
Sewer Public Sewer
Electric Electricity
Gas Pipe Gas
Topography Level
Drainage Good
Road Class City
Parcel Road Access Paved



[View Map](#)

Owner

WILLIAMS THEO
409 E WILSON ST
VILLA RICA, GA 30180

Tax Commissioner Link

[Click here for tax information.](#)

Land

Type	Description
Residential	Res-V R - City Lot 2

Residential Improvement Information

Style One Story
Heated Square Feet 708
Interior Walls Pine
Exterior Walls Vinyl/Aluminum Siding
Foundation Masonry
Attic Square Feet 0
Basement Square Feet 0
Year Built 1952
Roof Type Asphalt Shingles
Flooring Type Pine
Heating Type No Heat
Number Of Rooms 4
Number Of Bedrooms 2
Number Of Full Bathrooms 1
Number Of Half Bathrooms 0
Number Of Plumbing Extras 0
Value \$6,370
Condition Poor
House Address 736 PARKER ST

Accessory Information

Description	Value
Site Impr Average	\$2,500

Permits

Permit Date	Permit Number	Type
05/07/2015	15VR001132	RENOVATIONS

Sales

Sale Date
7/13/1952

Sale Price
\$0

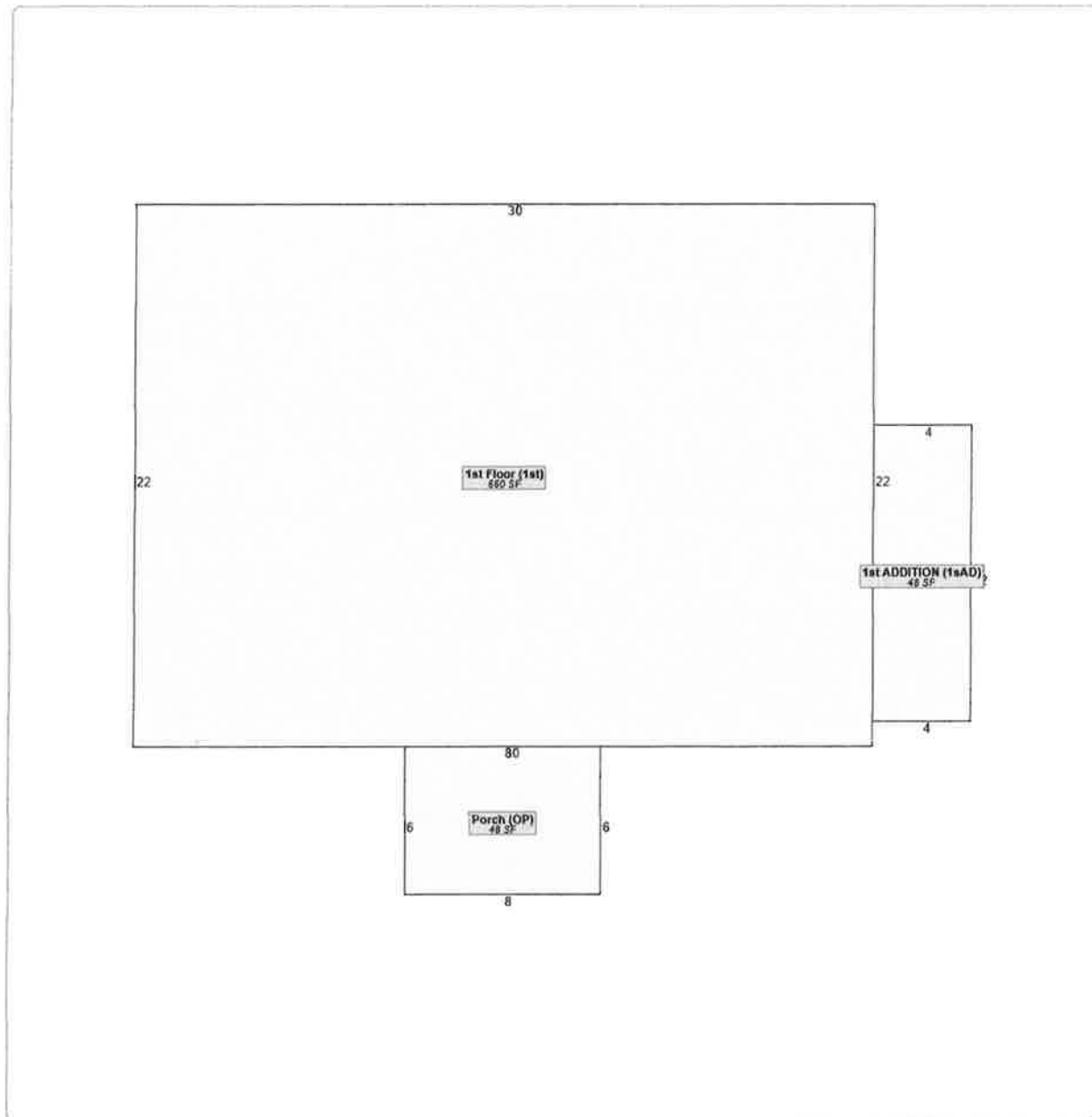
Valuation

	2020	2019
Previous Value	\$20,520	\$20,314
Land Value	\$12,000	\$12,000
+ Improvement Value	\$6,370	\$6,020
+ Accessory Value	\$2,500	\$2,500
= Current Value	\$20,870	\$20,520

Photos



Sketches



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



[User Privacy Policy](#)
[GDPR Privacy Notice](#)

Last Data Upload: 10/29/2020, 6:17:32 PM

Version 2.3.92



Summary

Parcel Number V06 0030020
Location Address 737 PARKER ST
Legal Description HSE/LOT PARKER ST VR34
 (Note: Not to be used on legal documents)
Class R3-Residential
 (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District VILLA RICA (District 03)
Millage Rate 32.315
Acres 0.44
Homestead Exemption No (S0)
Landlot/District 159 / 06
Water Public
Sewer Public Sewer
Electric Electricity
Gas Pipe Gas
Topography Level
Drainage Good
Road Class City
Parcel Road Access Paved



[View Map](#)

Owner

BAILEY THELMA L
C/O STANLEY BAILEY
521 SPRING ST
VILLA RICA, GA 30180

Tax Commissioner Link

[Click here for tax information.](#)

Land

Type	Description
Residential	Res-V R - City Lot 2

Residential Improvement Information

Style One Story
Heated Square Feet 630
Interior Walls Sheetrock
Exterior Walls Vinyl/Aluminum Siding
Foundation Masonry
Attic Square Feet 0
Basement Square Feet 0
Year Built 1952
Roof Type Asphalt Shingles
Flooring Type Carpet/Tile
Heating Type No Heat
Number Of Rooms 4
Number Of Bedrooms 2
Number Of Full Bathrooms 1
Number Of Half Bathrooms 0
Number Of Plumbing Extras 0
Value \$25,578
Condition Average

Accessory Information

Description	Value
Site Impr Average	\$2,500

Sales

Sale Date	Sale Price
7/11/2013	\$0
7/31/2012	\$0
3/23/2001	\$15,000
3/23/2001	\$0
3/21/2001	\$0
3/21/2001	\$0
7/13/1968	\$0

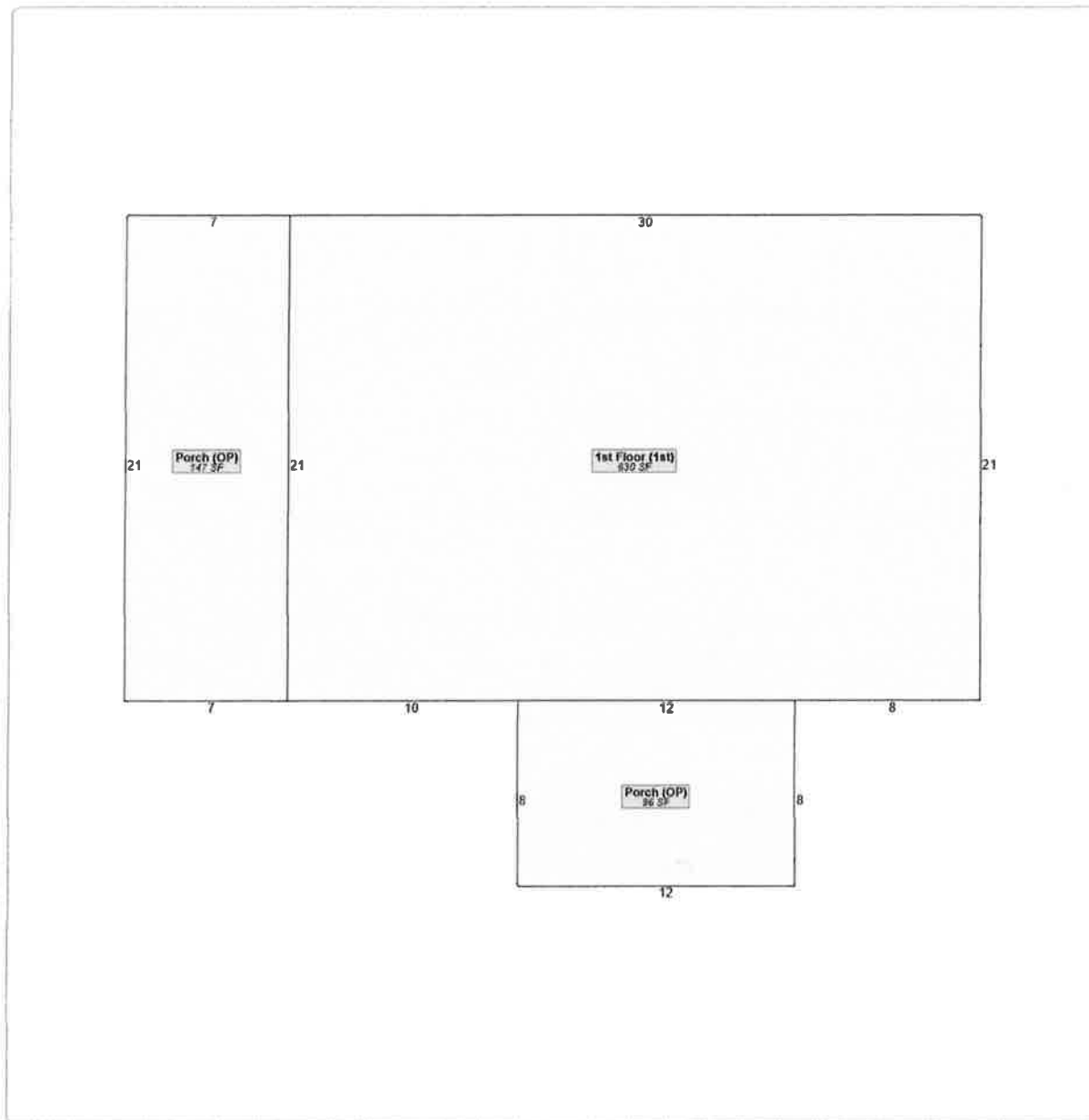
Valuation

	2020	2019
Previous Value	\$38,062	\$35,332
Land Value	\$12,000	\$12,000
+ Improvement Value	\$25,578	\$23,562
+ Accessory Value	\$2,500	\$2,500
= Current Value	\$40,078	\$38,062

Photos



Sketches



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



[User Privacy Policy](#)
[GDPR Privacy Notice](#)

Last Data Upload: 10/29/2020, 6:17:32 PM

Version 2.3.92



Summary

Parcel Number V06 0030016
Location Address 738 PARKER ST
Legal Description HSE/LOT/PARKER ST VR34
 (Note: Not to be used on legal documents)
Class R3-Residential
 (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District VILLA RICA (District 03)
Millage Rate 32.315
Acres 0.25
Homestead Exemption No (50)
Landlot/District 159 / 06
Water Public
Sewer Public Sewer
Electric Electricity
Gas Pipe Gas
Topography Level
Drainage Good
Road Class City
Parcel Road Access Paved



[View Map](#)

Owner

BANKS DELPHIAR K
 1132 HELMER RD
 RIVERDALE, GA 30296

Tax Commissioner Link

[Click here for tax information.](#)

Land

Type	Description
Residential	Res-VR - City Lot 2

Residential Improvement Information

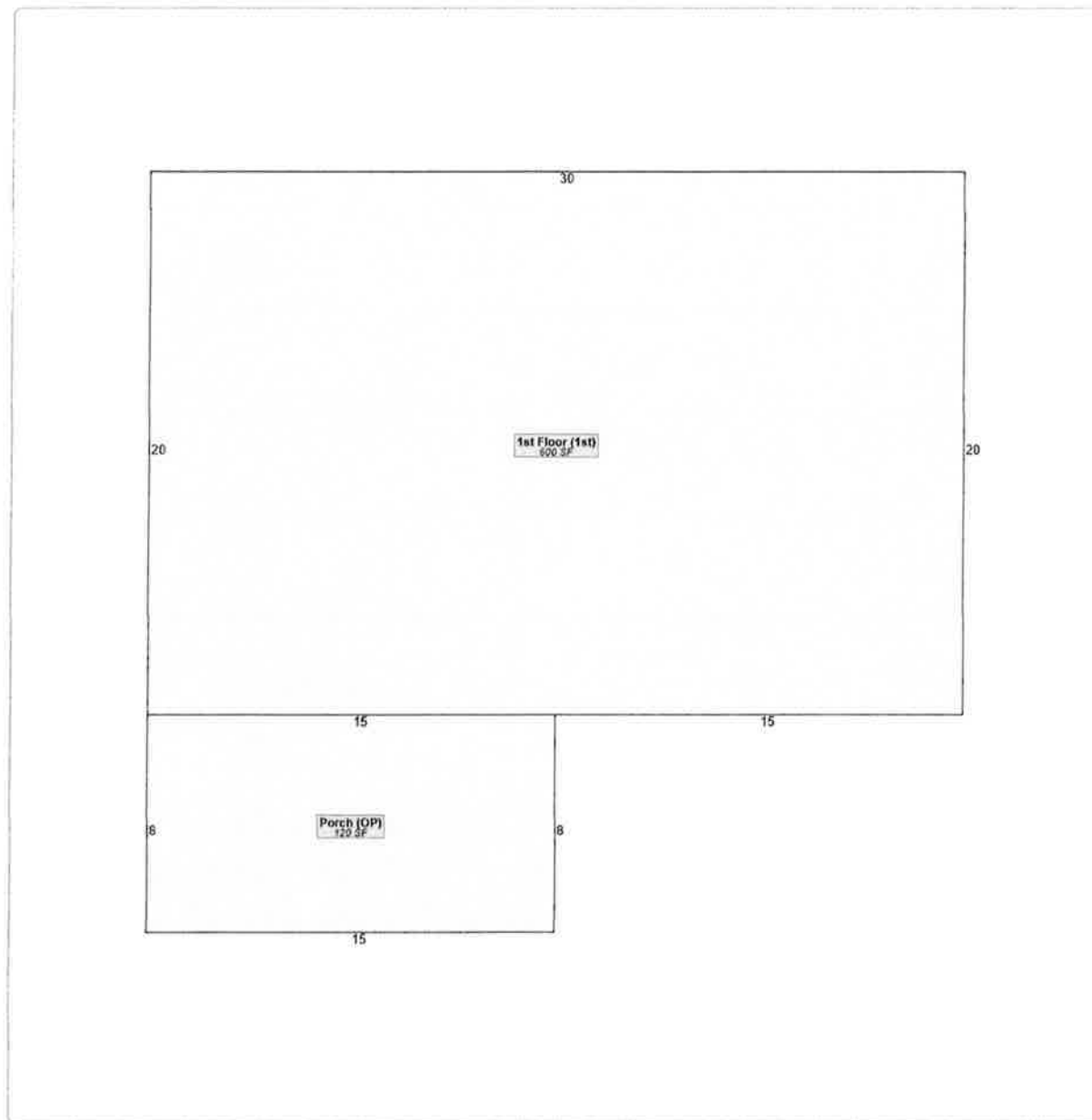
Style One Story
Heated Square Feet 600
Interior Walls Sheetrock
Exterior Walls Masonry/Wood/Vinyl/HP
Foundation Masonry
Attic Square Feet 0
Basement Square Feet 0
Year Built 1951
Roof Type Asphalt Shingles
Flooring Type Carpet/Tile
Heating Type Central Heat/AC
Number Of Rooms 4
Number Of Bedrooms 2
Number Of Full Bathrooms 1
Number Of Half Bathrooms 0
Number Of Plumbing Extras 0
Value \$17,575
Condition Average
House Address 738 PARKER

Accessory Information

Description	Value
Site Impr Average	\$2,500

Sales

Sale Date	Sale Price
4/13/1987	\$0



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



[User Privacy Policy](#)
[GDPR Privacy Notice](#)

Last Data Upload: 10/29/2020, 6:17:32 PM

Version 2.3.92

1. PROPERTY IS CURRENTLY Zoned R-1
2. PROPOSED Zoning FOR PROPERTY IS R-2
3. MINIMUM FRONTAGE AS 30' SETBACK IS 70'
4. LOTS TO BE MINIMUM 14,000 SF OR LARGER

EQUIPMENT USED
THEODOLITE BEARING TO 09 RECON:
ELECTRONIC DISTANCE METER READ 46
TO 008 FEET
THE FIELD DATA UPON WHICH THIS PLAN
IS BASED HAS A HORIZONTAL
CLOSE OF 1" IN 24,577
THIS SURVEY HAS BEEN CALCULATED FOR CLOSURE
BY LATITUDE AND DEPARTURE AND IS FOUND TO
BE ACCURATE WITHIN ONE FOOT INTERSECTION
THEREFORE IT QUALIFIES AS AN ENGINEERING SURVEY

THIS REPORT IS NOT IN A SPECIAL, FLUENT, OR OTHER AREA AS PER FORM
FLUENT INSTRUCTIONS PAGE 100

CITY OF VILVA  COUNTY, CALIF.

IS AN OFFICIAL OF THE FBI AND A MEMBER
OF THE LIAISON COMMITTEE AND HAS
BEEN INFORMED BY THE DIRECTOR

PARKER STREET
30' R/W

LEGEND

[illegible]

SUNSET DRIVE 50' R/W

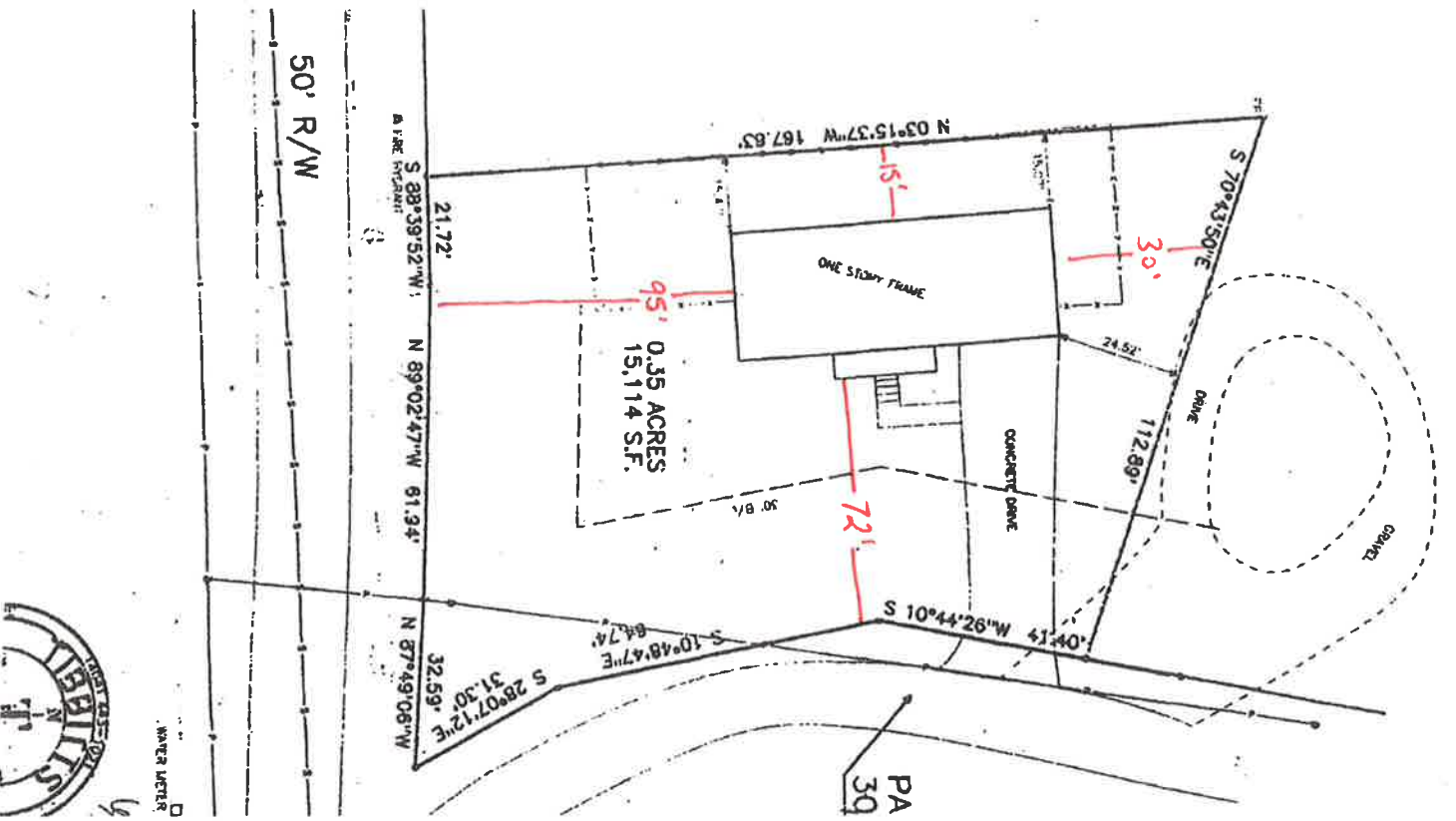


GRAPHIC SCALE - 1" = 1'

GREG K. LIVINGSTON &
D.L. HITCHCOCK

CARD NO	DISTRICT	SECTION	COUNTY	SECTION
150	8TH		CARROLL	SECTION
JAYET	BR	BY CHECKED	SEA 30	151
8/17/97	600		2017	1284

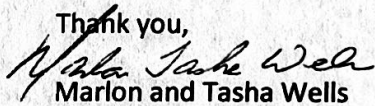
FIDELITY LAND SURVEYING, INC.
342 WEST MAJORAL DRIVE, DALLAS, GEORGIA 3013
(404) 463-021



TO WHOM IT MAY CONCERN:

We have submitted a variance to build a single family urban R2. This structure will be located at 739 Parker Street Villa Rica GA 30180. Currently total minimum living area requires 1,500 sf per unit. However, comparable structures, sales by neighborhood and sales by area has encouraged this application for a variance. The structure we want to build is 1152 heated sf, 90 sf front porch, 24 sf back stoop with a one car garage.

Thank you,


Marlon and Tasha Wells



CITY OF VILLA RICA

City Council Packet

SUBJECT: VA-02-21 – North Dogwood Street and White Street

CITY COUNCIL AGENDA DATE: January 12th, 2021

DATE: December 30th, 2020

PREPARED BY: Ronald Johnson, Planning and Zoning Specialist

FISCAL IMPACT: N/A

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: The applicant is requesting variance approval to remove sidewalks as a requirement as set forth in Section 9.01(4) of the Villa Rica Zoning Ordinance.

- Section 9.01(4) PEDESTRIAN CIRCULATION. A sidewalk with a minimum five (5) foot width shall be included in developments of four (4) homes or more. A determination shall be made by the Director regarding infill lots.

BACKGROUND: The subject property is currently vacant. The applicant received preliminary site plan approval on December 1st, 2020 to construct 15 single-family homes with back-loaded garages and driveways. The lot is currently zoned R2 Single-Family Urban.

STAFF RECOMMENDATION: Staff recommends **APPROVAL** of this variance.

PLANNING COMMISSION: N/A

MOTION:

I move to approve the variance request from Buildmore Enterprise Services, LLC to remove sidewalks as a requirement on the perimeter of the site as shown in the submitted site plan.



Planning & Zoning

Community Development Department

VA-02-21

Council Ward: 3

Planning Board Member: Tom Flowers

City Council Member: Leslie McPherson

Public Hearing Dates

City Council: January 12th, 2021

Request: Variance approval to remove provisions to supply sidewalks on the subject site and adjacent right-of-ways.



Applicant: Jeff Camp
Buildmore Enterprise Services LLC
PO Box 128
Villa Rica, GA 30180

Acres: 5.05 +/- acres
Current Land Use: Vacant
Future Land Use: Single-Family Residential

Parcel Number(s): V03 0030004

Location: Southwest corner of North Dogwood Street and White Street, in Land Lot 162 of the 6th District in Carroll County.

Project Description:

The applicant is requesting variance approval to remove sidewalks as a requirement as set forth in Section 9.01(4) of the Villa Rica Zoning Ordinance. The applicant received preliminary site plan approval on December 1st, 2020 to construct 15 single-family homes with back-loaded garages and driveways. The lot is currently zoned R2 Single-Family Urban.

Surrounding Properties:

	Current Zoning	Current Land Usage
North	Single-Family Urban (R2)	Single-Family Residential
East	Single-Family Urban (R2)	Single-Family Residential
South	Single-Family Urban (R2) / Single-Family Agricultural (AG)	Vacant/Rail Line
West	Single-Family Urban (R2)	Single-Family Residential

Comprehensive Plan:

The applicable property is located in the Traditional Neighborhood Character Area and the based on the Future Land Use Map. The Comprehensive Plan describes the intent and general characteristics of the Traditional Neighborhood Character Area as follows:

"Preserve established neighborhoods and create quality infill development that respects the prevailing single-family character and traditional building materials and site design.

Traditional Neighborhoods are characterized by moderate density (up to 8 du/ac) residential development and neighborhoods, with some areas of higher density. Higher densities can be achieved through density bonuses, planned developments, and certain development types specified in the zoning regulations. Green space is largely provided on individual lots, but neighborhood open space and/or park amenities may also be provided. Pedestrian connectivity is moderate to high, where sidewalks may be internal to a neighborhood but may not currently connect to nearby parks and schools. However, such connections should be provided in new developments, and should provide linkages to the Gold Nugget Trail, when possible.

Future development will continue to be primarily detached, single-family homes, with opportunities for variations in housing types (including multifamily) and lot sizes based on surrounding uses and sewer availability. Smaller lots and pedestrian-oriented site design complemented by a compact road network is encouraged. Infill development/redevelopment should be compatible with the scale, setback, and style of existing adjacent homes."

The proposed project features rear, alley loaded garages servicing fifteen (15) single-family homes in addition to 35' front yard setbacks in order to preserve the character of the existing neighborhood.

The parcel in question is adjacent to the Norfolk Southern rail line and associated spur, which acts as a buffer from the Industrial Character Areas to the west of the rail spur, and Urban Village Character Area to the south of the main rail line. The property is bordered by Downtown Activity Center areas to the East, south of Magnolia Street, while the remaining section north of Magnolia Street and north of the site are Traditional Neighborhood Character Areas.

The Traditional Neighborhood Character Area encourages the single-family use indicated on the preliminary plat and is consistent with the list of primary future land uses in the Comprehensive Plan:

- Moderate density residential uses including detached single-family dwellings, two-family dwellings, and multi-family dwellings where similar land uses are located.

- Civic benefit uses such as community centers, libraries, places of worship, and schools
 - Parks, greenways, trails
-

Ordinance Section Subject to Variance:

Section 9.01(4) PEDESTRIAN CIRCULATION. A sidewalk with a minimum five (5) foot width shall be included in developments of four (4) homes or more. A determination shall be made by the Director regarding infill lots.

Variance Review Standards: (From Section 11.06 of the Zoning Ordinance)

A variance is not a right. It may be granted upon finding that:

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

The variances, if granted, would not pose a threat to the community.

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

The surrounding uses are zoned for single-family residential uses primarily. The exclusion of sidewalks is not projected to impact the usability or values of existing surrounding properties.

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

The requested variances are self-imposed in nature and are not unique to topography. The applicant indicated in the Planning Commission meeting on December 1st that they could not functionally install the sidewalks while keeping the existing mature trees on site because of existing tree root systems. This application is therefore due to physical lot features and not related to economic loss or gain by the installation of the sidewalks.

Staff Comments:

The applicant is requesting approval for a variance to exempt them from installing sidewalks along White Street and North Dogwood Street. The request stems from approval of a preliminary plat in to construct fifteen single-family homes. The Planning Commission meeting on December 1st featured public opposition to removal of the trees in favor of sidewalks, and also public opposition to not providing sidewalks in favor of keeping the trees. The Planning Commission decided unanimously to keep the mature trees in lieu of sidewalks. There are currently no sidewalks located on N. Dogwood Street or White St, so there would be no existing network of pedestrian circulation to tie the proposed development into.

Staff has no immediate concerns based on the submitted preliminary plat.

Recommendation:

Staff recommendation: **APPROVAL**

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* on December 22nd, 2020; 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, residents within the surrounding neighborhoods have not contacted the City at the time of this staff report.

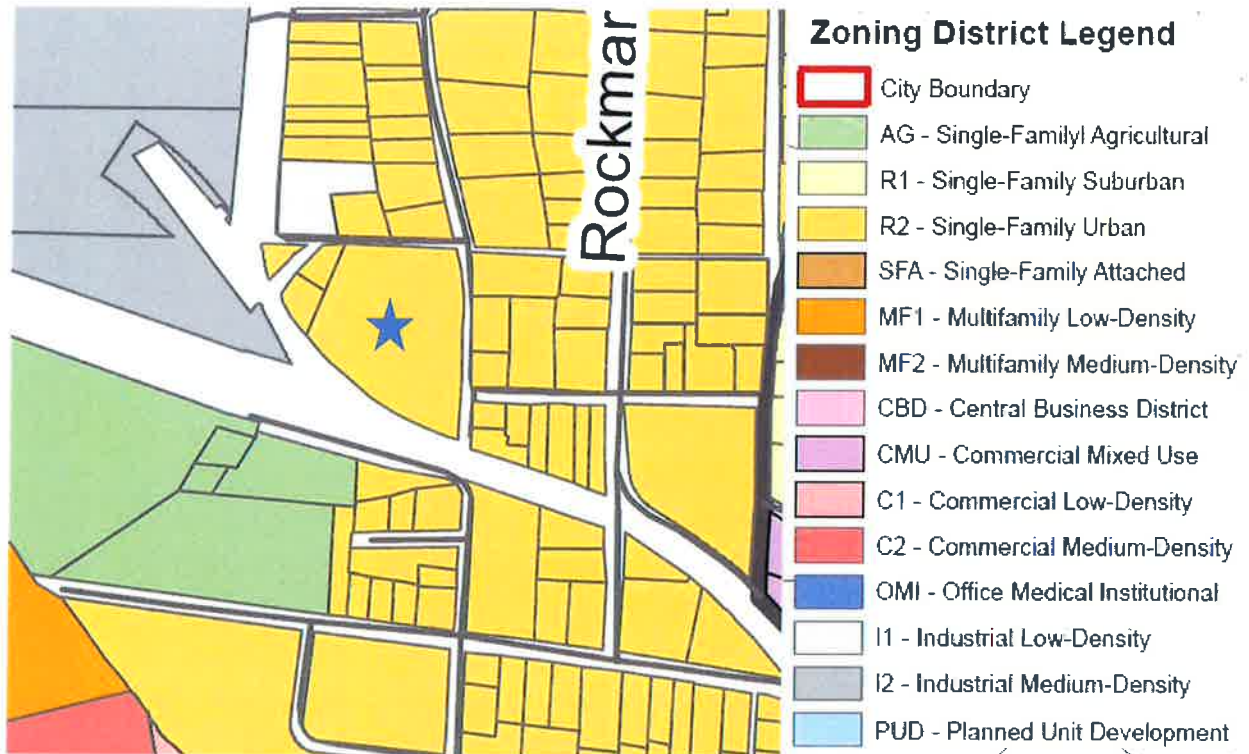


Ronald Johnson, Planning and Zoning Specialist
Department of Community Development

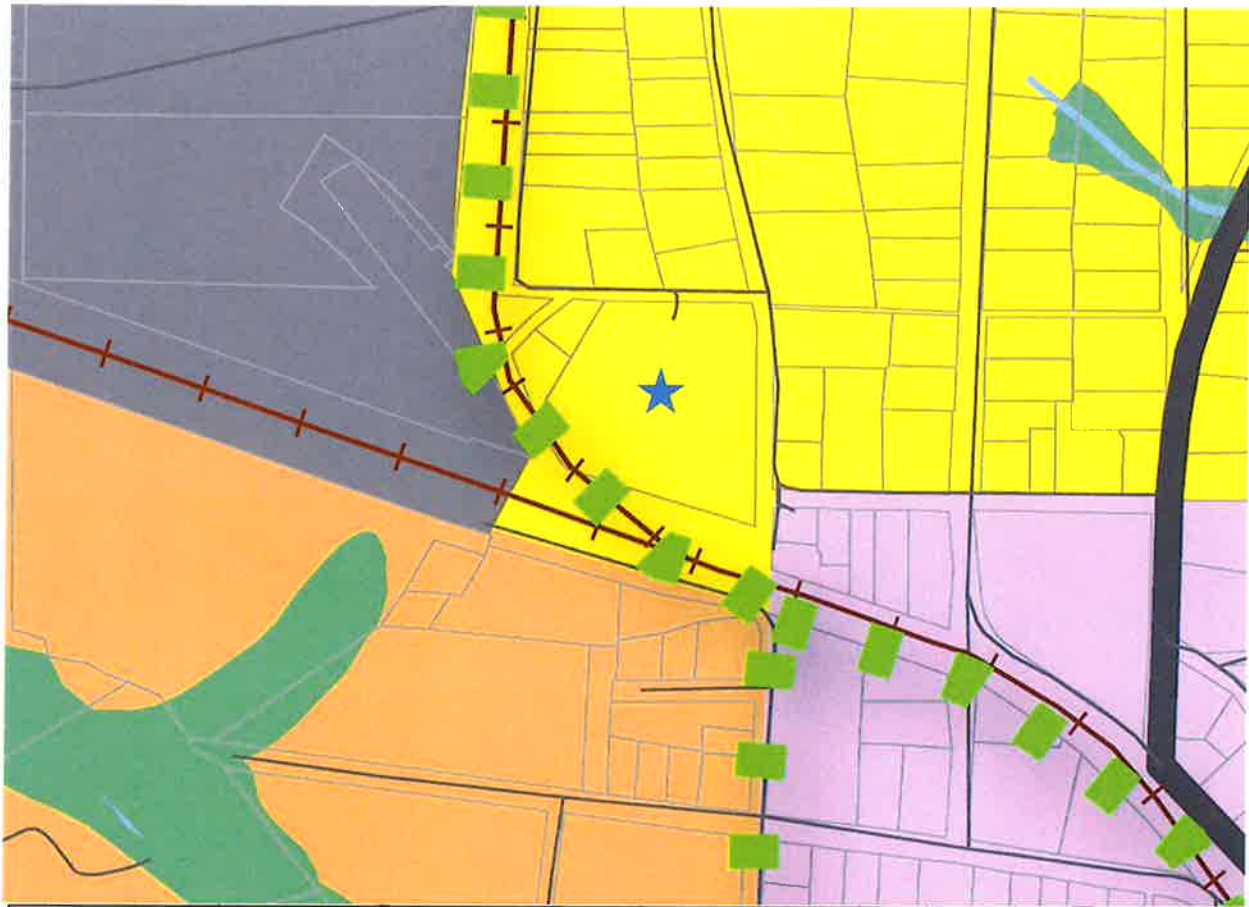
Attachments:

1. Application
2. Preliminary Plat, prepared by Vansant – Campbell Land Surveying and Land Planning, dated 11/3/20 – Approved 12/1/20 by Planning Commission
3. Future Land Use Map
4. Zoning Map

Zoning Map:



Future Development Map:



CHARACTER AREAS

-  CONSERVATION / OPEN SPACE
-  TRADITIONAL NEIGHBORHOOD
-  SUBURBAN NEIGHBORHOOD
-  URBAN VILLAGE
-  SUBURBAN VILLAGE
-  COMMUNITY CROSSROADS
-  I-20 GATEWAY
-  COMMERCIAL CORRIDOR

ACTIVITY CENTERS

-  DOWNTOWN
-  INDUSTRIAL
-  COMMERCIAL
-  MEDICAL
-  PROPOSED GREENWAY TRAIL
-  PROPOSED ROAD PROJECTS
-  URBAN GROWTH AREA
-  CITY BOUNDARY





**APPLICATION FOR
VARIANCE/APPEAL**

☐ APPEAL ☒ VARIANCE

The procedure for requesting a Variance or filing an Appeal is set forth in Section 2.03.J and 2.03.K respectively, of the Unified Development Code (UDC). Generally, the amendment process involves review by the Community Development Manager and City Council.

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

Date of Application: 12/07/2020

APPLICANT

Applicant Name: Buildmore Enterprise Services, LLC - Jeff Camp

Address: 628 Old Town Road City: Villa Rica State: GA Zip: 30180

Phone: (770) 480 - 4417 Fax: (678) 840 - 4410 Email: jeffcamp@camdur.com

Agent Name: _____

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

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

Owner Name (If different from applicant): Same as applicant

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

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

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

VARIANCE OR APPEAL INFORMATION

Address of Variance or Appeal Location: Property located at the corner of White Street and North Dogwood.

In order to not impact the tree roots we are requesting a variance to forego sidewalk installation.

The grading to allow sidewalk installation will greatly impact the existing tree root system.

Leaving the trees is at the request of the neighbors and the City.

I, Jeff Camp, hereby state that all of the above statements and statements contained in the documents submitted with this application are true. I hereby request processing of this application.

Jeff Camp
Signature of Applicant

12/07/2020

Date



CASE # _____
VARIANCE/APPEAL

Required Materials to Accompany the Application

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

Variance:

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

Appeals from Staff Determinations:

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

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

678.785.1004 (T)
770.459.7003 (F)

For Department Use Only

Case No: _____

Filing Fee: _____

Date Received: _____

Pre-Application Conf: _____

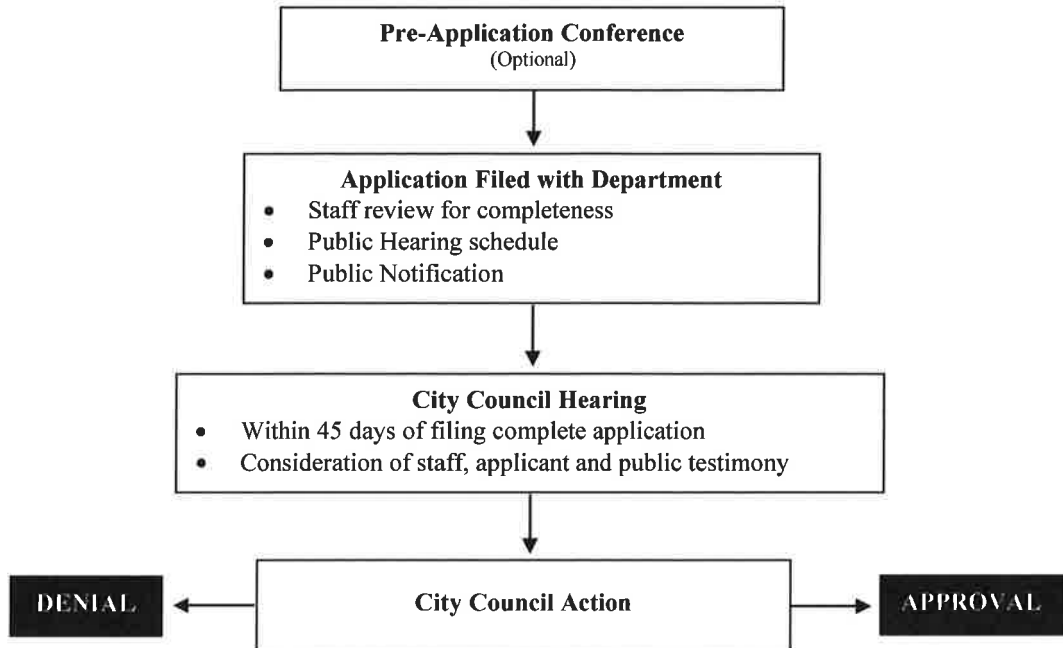
Staff Comments/Findings: _____

Action and Date: _____



CASE # _____
VARIANCE/APPEAL

PROCESS





qPublic.net™

Carroll County, GA

Summary

Parcel Number V03 0030004
Location Address WHITE ST
Legal Description V/5.10 AC WHITE ST/N DOGWOOD ST VR20
 (Note: Not to be used on legal documents)
Class R4-Residential
 (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District VILLA RICA (District 03)
Millage Rate 32.315
Acres 5.1
Homestead Exemption No (S0)
Landlot/District 162 / 06
Water Public
Sewer Public Sewer
Electric Electricity
Gas Pipe Gas
Topography Level
Drainage Good
Road Class City
Parcel Road Access Paved


[View Map](#)

Owner

[BUILDMORE ENTERPRISE SERVICE LLC](#)
 P.O. BOX 128
 VILLA RICA, GA 30180

Tax Commissioner Link

[Click here for tax information.](#)

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	Res-V R - City Acre 2	Acres	219,978	0	0	5.1	0

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
3/30/2020	5809 600	104 287	\$0	Quitclaim	LAMBERT STEVEN	BUILDMORE ENTERPRISE SERVICE LLC
3/30/2020	5809 598		\$0	Gift/Love& Affection	LAMBERT STEVEN	BUILDMORE ENTERPRISE SERVICE LLC
3/21/2020	5809 596	104 287	\$0	Quitclaim	LAMBERT DAVID	BUILDMORE ENTERPRISE SERVICE LLC
3/4/2020	5809 594		\$0	Gift/Love& Affection	LAMBERT DAVID	BUILDMORE ENTERPRISE SERVICE LLC
2/24/2020	5809 575		\$0	Quitclaim	MEADERS REBECCA	BUILDMORE ENTERPRISE SERVICE LLC
2/24/2020	5809 572		\$0	Gift/Love& Affection	MEADERS REBECCA	BUILDMORE ENTERPRISE SERVICE LLC
2/19/2020	5809 569		\$0	Quitclaim	MEADERS ROBERT	BUILDMORE ENTERPRISE SERVICE LLC
2/19/2020	5809 566		\$0	Gift/Love& Affection	MEADERS ROBERT	BUILDMORE ENTERPRISE SERVICE LLC
2/17/2020	5782 430	104 287	\$0	Gift/Love& Affection	THRAILKILL JANE	BUILDMORE ENTERPRISE SERVICE LLC
2/17/2020	5782 362		\$0	Gift/Love& Affection	CHEVES MARY VIOLA WHITE	BUILDMORE ENTERPRISE SERVICE LLC
2/14/2020	5809 564		\$0	Quitclaim	RITTENHOSUE EMORY	BUILDMORE ENTERPRISE SERVICE LLC
2/14/2020	5809 562		\$0	Gift/Love& Affection	RITTENHOUSE EMORY	BUILDMORE ENTERPRISE SERVICE LLC
2/12/2020	5809 604	104 287	\$0	Quitclaim	RIKARD FRANK	BUILDMORE ENTERPRISE SERVICE LLC
2/12/2020	5809 602		\$0	Gift/Love& Affection	RIKARD FRANK	BUILDMORE ENTERPRISE SERVICE LLC
2/10/2020	5809 560		\$0	Quitclaim	CHEVES ROBERT JR	BUILDMORE ENTERPRISE SERVICE LLC
2/10/2020	5809 558		\$0	Gift/Love& Affection	CHEVES ROBERT JR	BUILDMORE ENTERPRISE SERVICE LLC
1/29/2020	5809 584		\$0	Quitclaim	LAMBERT HUGH	BUILDMORE ENTERPRISE SERVICE LLC
1/24/2020	5809 588		\$0	Quitclaim	LAMBERT SAMUEL	BUILDMORE ENTERPRISE SERVICE LLC
1/24/2020	5809 586		\$0	Gift/Love& Affection	LAMBERT SAMUEL	BUILDMORE ENTERPRISE SERVICE LLC
1/24/2020	5809 582		\$0	Gift/Love& Affection	LAMBERT HUGH	BUILDMORE ENTERPRISE SERVICE LLC
1/23/2020	5809 580		\$0	Quitclaim	RITTENHOUSE DAVID	BUILDMORE ENTERPRISE SERVICE LLC
1/23/2020	5809 578		\$0	Quitclaim	RITTENHOUSE DAVID	BUILDMORE ENTERPRISE SERVICE LLC
1/23/2020	5809 578		\$0	Gift/Love& Affection	RITTENHOUSE DAVID	BUILDMORE ENTERPRISE SERVICE LLC
1/22/2020	5809 592		\$0	Quitclaim	LAMBERT LLOYD	BUILDMORE ENTERPRISE SERVICE LLC
1/22/2020	5809 590		\$0	Gift/Love& Affection	LAMBERT LLOYD	BUILDMORE ENTERPRISE SERVICE LLC
1/11/2020	5773 788		\$0	Legal	CHEVES MARY VIOLA WHITE HEIRS	CHEVES MARY VIOLA WHITE
1/11/2020	5773 785		\$0	Legal		CHEVES MARY VIOLA WHITE
2/14/2019	5809 376	104 287	\$45,000	Land Market Sale	CHEVES M V (MRS) ESTATE	BUILDMORE ENTERPRISE SERVICE LLC
5/3/2018		104 287	\$0	Plat Book	CHEVES M V	CHEVES M V (MRS)
6/17/1994			\$0	Not Fair Market		CHEVES M V

Valuation

	2020	2019	2018	2017	2016
Previous Value	\$52,913	\$52,488	\$27,509	\$27,509	\$50,500
Land Value	\$45,000	\$52,913	\$52,488	\$27,509	\$27,509
+ Improvement Value	\$0	\$0	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0	\$0	\$0
= Current Value	\$45,000	\$52,913	\$52,488	\$27,509	\$27,509

Photos

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

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

Developed by


[User Privacy Policy](#)
[GDPR Privacy Notice](#)

[Last Data Upload: 12/7/2020, 6:14:02 PM](#)

[Version 2.3.97](#)



CURVE TABLE				
Q/RVE	LENGTH	RADIUS	CHORD	BEARING
C1	268.65	950.19	287.76	S56°16'15"E
C2	154.63	940.19	154.46	S43°41'15"E

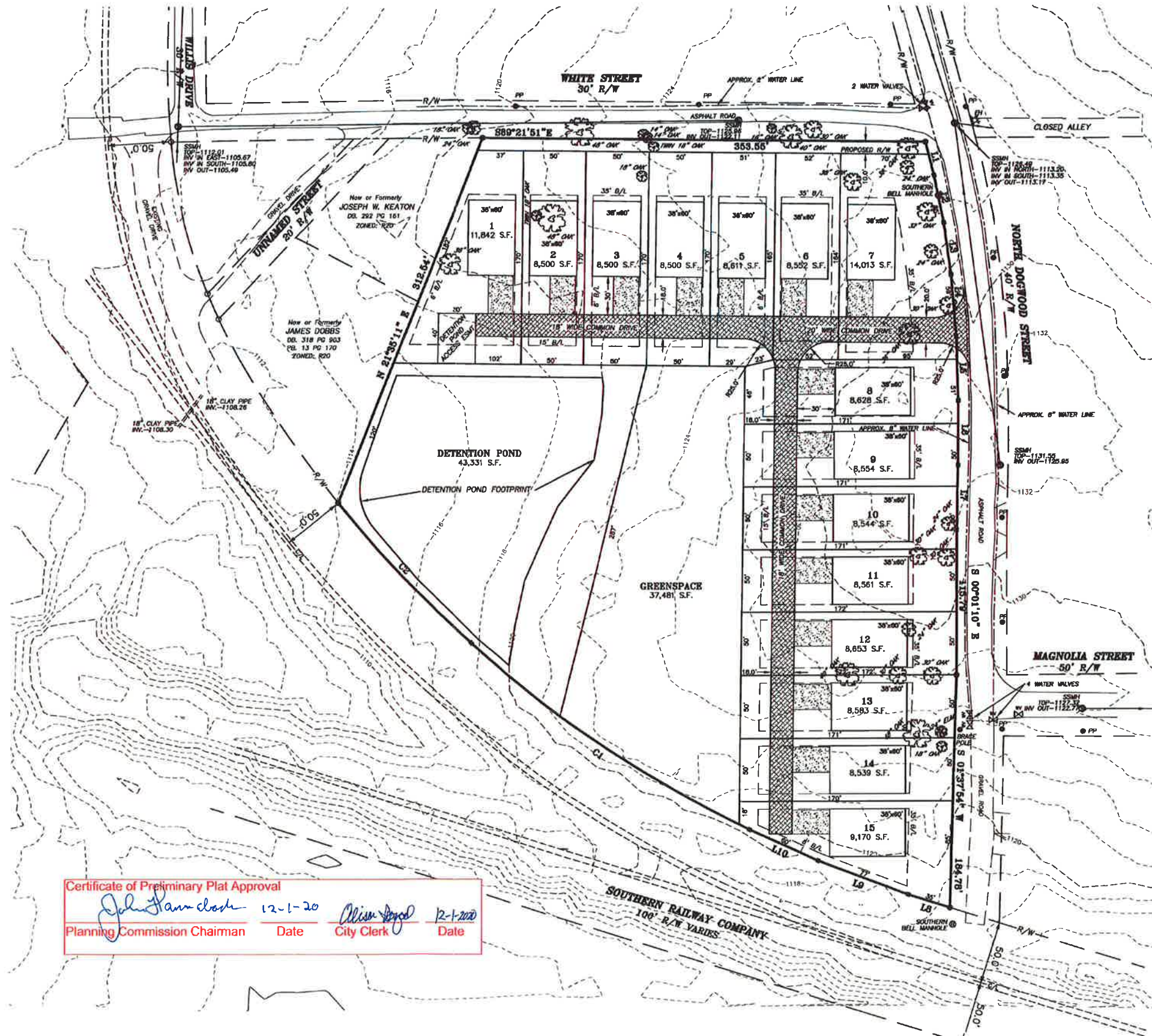
LINE TABLE		
LINE	BEARING	LENGTH
L1	S14°45'18"E	27.55'
L2	S11°48'08"E	36.43'
L3	S08°09'47"E	42.02'
L4	S04°56'01"E	48.16'
L5	S01°57'06"E	51.27'
L6	S00°04'07"W	51.19'
L7	S01°08'10"W	51.69'
L8	N72°43'06"W	34.97'
L9	N69°14'54"W	76.62'
L10	N65°32'35"W	59.99'

OWNER/APPLICANT
BUILD ENTERPRISES
JEFF CAMP
PO BOX 128
VILLA RICA, GEORGIA 30180
PHONE: 770-480-4417

GENERAL NOTES:

- BOUNDARY INFORMATION SHOWN OBTAINED FROM A SURVEY FOR THE ESTATE OF MARY VIOLA DHEVES BY TIM MCBURKIN AND COMPANY, DATED: MAY 3, 2018.
- BOUNDARY INFORMATION PER CARROLL COUNTY GIS.
- ALL LOTS TO BE SERVED BY PUBLIC WATER AND SANITARY SEWER.
- MINIMUM LOT SIZE: 8,500 S.F.
- FRONT BUILDING LINE: 35 FT.
- SIDE BUILDING LINE: 6 FT.
- REAR BUILDING LINE: 15 FT.
- TOTAL SITE AREA: 5.10 ACRES.
- NUMBER OF LOTS: 15.
- DENSITY: 15 LOTS/5.10 ACRES = 2.94 LOTS/AC.
- AS PER CARROLL COUNTY F.I.R.M. No.: 13045001580, DATED: SEPTEMBER 19, 2007 THIS PROPERTY IS LOCATED IN SPECIAL FLOOD HAZARD AREA ZONE X.
- THIS PLAT IS NOT FOR RECORDING.

GRAPHIC SCALE



Certificate of Preliminary Plat Approval

John Hancock 12-1-20
Planning Commission Chairman Date City Clerk Date



DATE: OCTOBER 27, 2020	
NO.	DATE
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	

PRELIMINARY PLAT
BUILD ENTERPRISES

LAND LOT 162
6TH DISTRICT
CARROLL COUNTY GEORGIA
CITY OF VILLA RICA

PREPARED BY
VANSANT - CAMPBELL
LAND SURVEYING - LAND PLANNING
8667 BALDWIN PARKWAY,
DOUBLASVILLE, GEORGIA 30134
PHONE (770) 942-1234
FAX (770) 942-2010

PRELIM



CITY OF VILLA RICA

City Council Packet

SUBJECT: Extension of Rezoning Approval for ANNEX-02-19 & RA-06-19 – 135 & 189 Commerce Drive

CITY COUNCIL AGENDA DATE: January 12th, 2021

DATE: December 30th, 2020

PREPARED BY: Ronald Johnson, Planning and Zoning Specialist

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: City staff is requesting an extension of the rezoning approval for the subject properties, as the rezoning expired on November 26th, 2020. The property owner is attempting to secure commitments from another interested party to be brought into the project in order to move forward.

BACKGROUND: On November 26th, 2019, the City Council voted to annex and rezone 16.45 acres located at 135 and 189 Commerce Drive from Agriculture (A) to Multi-Family (R-14), as a part of ANNEX-02-19/RA-06-19. In August 2020, the City Council rezoned the entire city and the subject lots were rezoned to Multi-Family Low-Density (MF1). The proposed development that was approved in 2019 was for an apartment community which would not exceed 195 units at a density of 11.45 dwelling units per acre. The proposed development met the R-14's maximum density permitted of 12 du/acre. It also meets the current MF1 Zone's permitted 12 du/acre maximum.

STAFF RECOMMENDATION: Staff recommends approval of this extension for one (1) year.

MOTIONS: I make a motion to approve an extension of the rezoning of Parcel #: V07 0110230, Tract 3B of V07 0110153 and V07 0110003 for one (1) year, expiring on January 12th, 2022.



Planning & Zoning

Community Development Department

ANNEX-02-19/ RA-06-19

Council Ward: 2

Planning Board Member: Kurt Kraft

City Council Member: Matthew Momtahan

Public Hearing Dates

Planning Commission: November 5, 2019

City Council: November 26, 2019

Request: Annexation and rezoning of an unincorporated parcel (148 0129) and the rezoning of another repackaged parcel from Agricultural (unincorporated Carroll County) and General Commercial (GC) to Multi-family Residential (R-14) for a multi-family residential community.



Applicant: Parkside Real Estate Acquisitions, LLC

Acres: 16.45+/- acres

Current Land Use: Vacant Land and Restaurant

Future Development Character Area: I-20 Gateway

Parcel Number(s): V07 0110153, V07 0110003, 148 0129

Location: 135 & 189 Commerce Drive, Villa Rica, Georgia 30180, in Land Lot 132 of the 6th District of Carroll County.

Project Description:

The applicant is requesting annexation and rezoning approval from Agriculture to R-14 for 14.876 acres with no road access to the west of 135 and 189 Commerce Drive. In addition, applicant is proposing to rezone all of 135 Commerce Drive and Tract 3b of 189 Commerce Drive only from GC to R-14. The proposed use is a multi-family residential development not to exceed 195-units.

Surrounding Properties:

Current Zoning		Land Use
North	General Commercial (GC) Single-Family (R-20)	Retail/Restaurant Single-Family Residential
East	General Commercial (GC)	Retail/Restaurant
South	General Commercial (GC) I-20	Restaurant/Hotel I-20
West	Agriculture (A) – Unincorporated Carroll County	Villa Rica High School Baseball/Softball/Tennis Facility

Rezoning Review Standards:

The Code of the City of Villa Rica, Unified Development Code Section 2.03.B.4, requires all zoning amendment applications to be reviewed based upon the impact of the proposed rezoning with respect to each of the following matters:

Zoning Map Amendments:

A. *Whether the existing zoning was in error at the time of adoption.*

It does not appear that the General Commercial and Agriculture zoning was in error. The General Commercial lots in question are along the Highway 61 corridor which focuses on highway-related retail and restaurants. The unincorporated lot was previously thought to be located in the city limits already and was assigned a city designated zoning classification of Rural Development (RD). Upon learning from the Carroll County Tax Assessor that the lot is not located in the city limits, the Rural Development classification became not applicable in favor of the existing zoning on the Carroll County zoning map (Agriculture). Because the lot does not have frontage and is adjacent to residential developments to the north and recreational facilities for Villa Rica High School to the west, the designation of Agriculture does not appear to be in error.

B. *Whether the proposed change is consistent with, and in furtherance of, the implementation of the goals and objectives of the Comprehensive Plan, other adopted plans, and the policies, intents and requirements of this Code and other city regulations and guidelines.*

Future Land Use Map

135 and 189 Commerce Drive are currently located within City limits and the 14.876-acre lot is located in unincorporated Carroll County. The Future Land Use Map designation in the surrounding area is I-20 Gateway on our official map, which includes the unincorporated lot. Carroll County's Future Land Use Map shows the parcel as in the city limits and therefore

does not have a land use classification for the lot. Therefore, there is a clear discrepancy between Carroll County's zoning map, which lists the lot as in unincorporated area, and their land use map, which shows the lot in the city limits. Based on Tax Assessor information, the lot is not located in the city limits, however for the purposes of this review, the future land use designation that the city assigned will be used. The Villa Rica Future Land Use Map also designates this area of the adjacent Highway 61 as a "Commercial Corridor" with primary future land uses consisting of commercial, retail, professional office and mixed use. While none of those uses are proposed, the Comprehensive Plan indicates R-14 is an appropriate zoning district along the corridor.

Relation to the Comprehensive Plan Policies:

Development Patterns

DP Goal 1: Maintain small-town character and cultural identity while supporting growth

DP Strategy 1.1: Use the Future Development Map to guide decisions for new development and redevelopment within Villa Rica, while planning for expansion and growth

DP Strategy 1.3: Ensure adequate buffering and screening is provided between residential areas and adjacent developments to minimize potential negative impacts

DP Goal 4: Support mixed use development

DP Strategy 4.2: Encourage an adequate variety of types and densities of housing needed to support higher density development

Social and Economic Development

SED Goal 1: Stimulate revitalization activities and redevelopment of aging properties

SED Strategy 1.3: Promote infill development opportunities in residential and commercial areas by focusing funding for redevelopment within existing city limits

SED Strategy 1.4: Promote infill development (of remaining undeveloped properties inside city limits) and redevelopment (of properties with structures that are obsolete)

SED Goal 2: Protect and enhance existing neighborhoods while supporting a diverse array of housing options to accommodate future growth

SED Strategy 2.2: Evaluate zoning and development regulations related to density allowances and multi-family developments.

SED Strategy 2.3: Maintain quality housing in a variety of dwelling types and densities to support the needs of the population

SED Goal 3: Create employment opportunities within the city and expand business diversity

SED Strategy 3.5: Pursue annexation opportunities within a general Urban Growth Area as depicted on the Future Development Map, based on determination of economic feasibility/benefit

- C. ***Whether there is a community need for and benefit from the proposed rezoning; or***
Annexation of the unincorporated lot into the city will clarify the position of the jurisdiction the lot currently falls under. The rezoning of all parcels to R-14 Multi-Family is a benefit to the

community as it will provide high quality luxury apartments, which is a market that is not currently in Villa Rica. Rezoning the property to R-14 would allow for a maximum of 12 du/acre including open space and recreational amenity density bonuses. The applicant is requesting a density of no more than 11.85 du/acre total.

D. Whether the proposed change is consistent with the character of the area in which the proposed rezoning is proposed; or

The surrounding area has mostly retail and hospitality services nearby, including on Commerce Drive and Highway 61. There is a single-family neighborhood directly adjacent to the development. The General Commercial Zone runs along Commerce Drive and Highway 61 to accommodate for the extensive retail on both sides of I-20. The proposed rezoning to R-14 is not consistent with other zones in the area, however from a land use perspective, the higher density of the proposed development complements the retail that abuts the property and makes for a mixed-use type of development style with shops and businesses within walking distance to the apartments. This in turn reduces demand on the roadways and promotes the mixed-use goals within the comprehensive plan.

There are currently no apartment communities on Highway 61 in the city limits south of Highway 78, however the location of this property near I-20 and Highway 61 will concentrate traffic and density near the two largest highways in the city. The 2018-2038 Comprehensive Plan Update designates the future development of this area as "I-20 Gateway" and "Commercial Corridors". Primary future land uses in "I-20 Gateway" include professional offices; commercial (including service uses, hotels), Mixed use (including upper level residential, if appropriate); civic benefit uses such as community centers, schools, places of worship and municipal buildings; greenways and trails. The "Commercial Corridors" encourages commercial and retail, professional office, mixed use, and civic benefits. The proposed development does not adhere to those use objectives; however, it does meet one of the key goals of the I-20 Gateway Character Area, which is to visually improve the entranceways into the city from major thoroughfares.

E. Whether the proposed zoning is compatible with the zoning and uses of property nearby; or

Nearby properties are zoned for single-family, commercial, and agricultural uses. The area has various zoning districts within the area and has several commercial developments, including a hotel adjacent to the properties. An established single-family neighborhood is located to the north of the property. The proposed multi-family development in the R-14 zone is compatible with the retail in the area as both would have intensive uses on the land, however the abutting single-family neighborhood has a lower density than the proposed use. However, there are no impacts on those uses because the entrance and exit are from the commercial area and not from the surrounding single-family and school uses. In addition, the general intensity of the area because of the commercial uses, which are directly outside the entrance to the proposed development, warrants a higher density project to support the intensity of those uses.

F. Whether the existing zoning is suitable for the development of the uses authorized under the existing zoning classification, will be conducive to proper community planning, and is a logical extension of an existing urban area or growth center; and

The existing zoning would not permit multi-family development. The proposed project has a density of not to exceed 11.85 units per acre and not to exceed 195 units. Therefore, the existing zoning would not be appropriate for the proposed development. The proposed R-14 zoning district has a maximum of 8 du/acre without density bonuses (worth up to an additional

4 du/acre). The applicant's proposed open space and recreational amenities would permit the additional 4 du/acre for a total of 12du/acre permitted.

G. *Whether the public and community facilities, which may include, but are not limited to, sanitary and storm sewers, water, electrical service, police and fire protection, schools, parks and recreation facilities, roads, libraries, and solid waste collection and disposal, are available and adequate to serve uses authorized under the proposed zoning; and*

The subject property is currently provided with community facilities such as water, roads, and solid waste. Villa Rica High School is adjacent to the development on Rocky Branch Road.

H. *Whether the authorized uses will not adversely affect the capacity or safety of the street network in the vicinity of the property; and*

While no traffic report was submitted with this project, it appears that a minimal impact to Highway 61 is expected. The applicant proposes to have all ingress and egress to be from Commerce Drive near the end of that roadway. This segment of the roadway has minimal traffic. Adjustments to the existing traffic light on Highway 61 and Meadowlark Drive may be required by GDOT and the applicant would need to work with them in order to do so.

I. *Are there potential environmental impacts (e.g., excessive storm water runoff, water pollution, air pollution, noise pollution, excessive lighting, or other environmental harms) of authorized uses will be mitigated.*

Based on the City's and County's available maps, the lot is located in Flood Zone X, which is an area of minimal risk of flooding and does not require flood insurance. A stream cuts east-west through the lot and the developer proposes to have a 25', 50' and 75' stream buffer from the parking areas to the stream along with from the community wellness path and stormwater facility. A walking path/emergency vehicle crossing is proposed to go over the stream to access the community wellness path and stormwater facility. Should the zoning be approved, Staff will review all site plans for compliance with local and state guidelines for such facilities.

Staff Comments:

The applicant is requesting an annexation and rezoning of parcel number 148 0129 unincorporated parcel from Agriculture (Carroll County) to Multi-Family Residential (R-14) along with rezoning parcel V07 0110003 and Tract 3b ONLY of parcel V07 0110153, both of which are proposed to change zoning from General Commercial to Multi-Family Residential (R-14). The remaining portions of V07 0110153 are to remain General Commercial (GC). The submitted Master Rezoning Plan proposes to not exceed 195 units at a density not to exceed 11.85 du/acre on 16.45 acres of land. The land is partially developed with a current Pizza Hut restaurant on Commerce Drive while the 14.876-acre tract is in unincorporated Carroll County and undeveloped, an additional 1.433-acre lot on Commerce Drive is also undeveloped. A total of 366 parking spaces are proposed whereas the current ordinance requires 372 and the proposed zoning ordinance (not adopted) requires 337. The development is proposed to have a gated entrance, pool with a cabana, community clubhouse, fitness center, cybercafé, bocce ball courts, a putting green, a boxed community gardening area, picnic tables, a fire pit, an outdoor grilling area, a dog park, a dog wash station, maintenance/car wash, and walking trails as amenities for the project. The applicant meets all amenity requirements.

Recommendation:

Staff recommendation: **APPROVAL**

Public Notifications:

As required by *Article 2, Section 2.01* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* on October 21th, 2019; a sign has been posted on the subject properties; and all abutting property owners have received notification via certified mail.

Public Response:

In response to the public notifications, no residents have contacted the City at the time of this staff report.

Ronald Johnson, Planning & Zoning Specialist
Office of Community Development

Attachments:

1. Application
2. Campaign Disclosure Statement
3. Property Owner Authorization
4. Legal Description
5. Conceptual Site Plan
6. Property Survey
7. Zoning Map
8. Future Development Map
9. Site Photos

Parcel 148-0129
Unincorporated Carroll County
Zoned Agriculture (A)

Meadowlark Dr

61

61

101

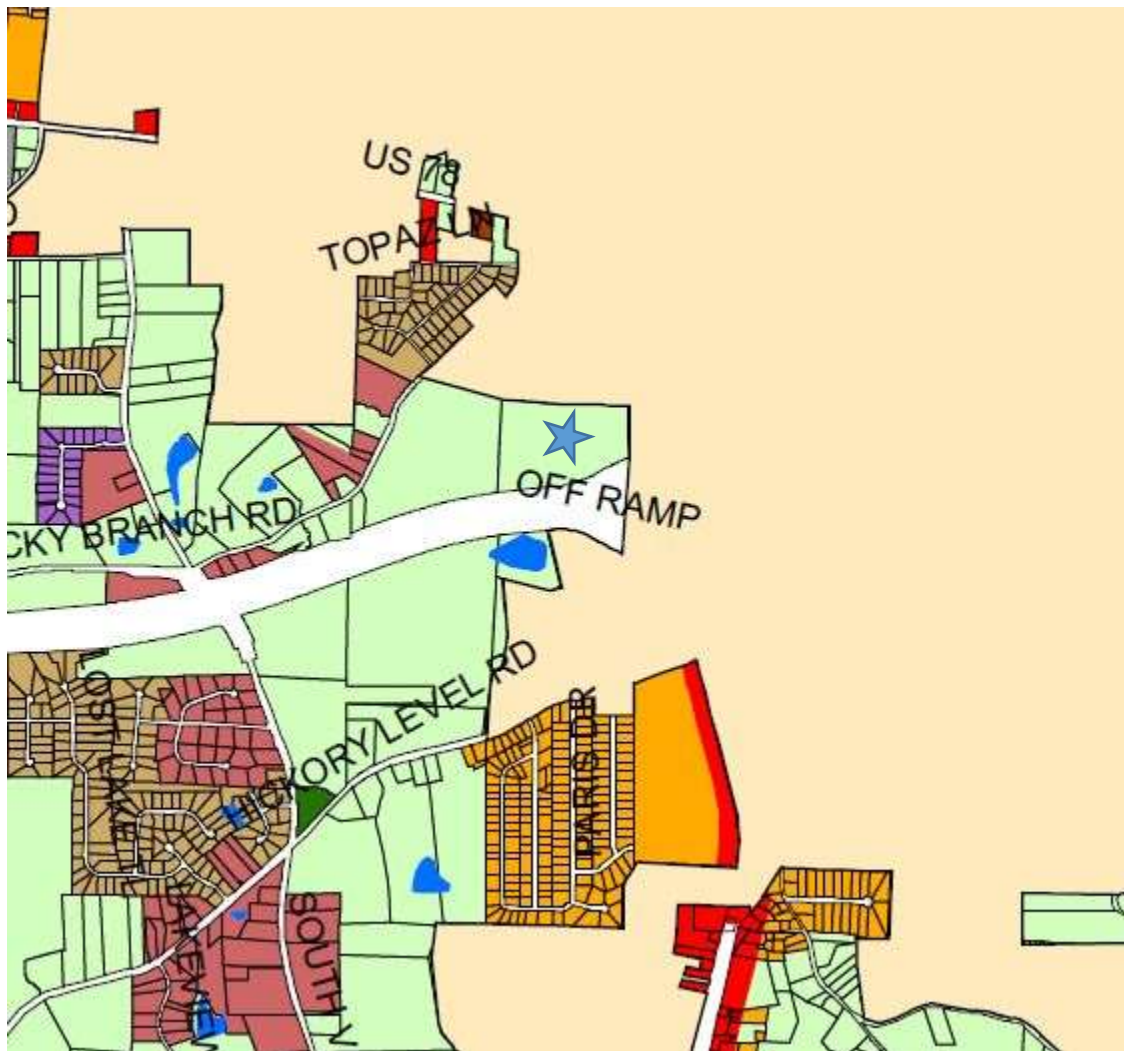
20

402

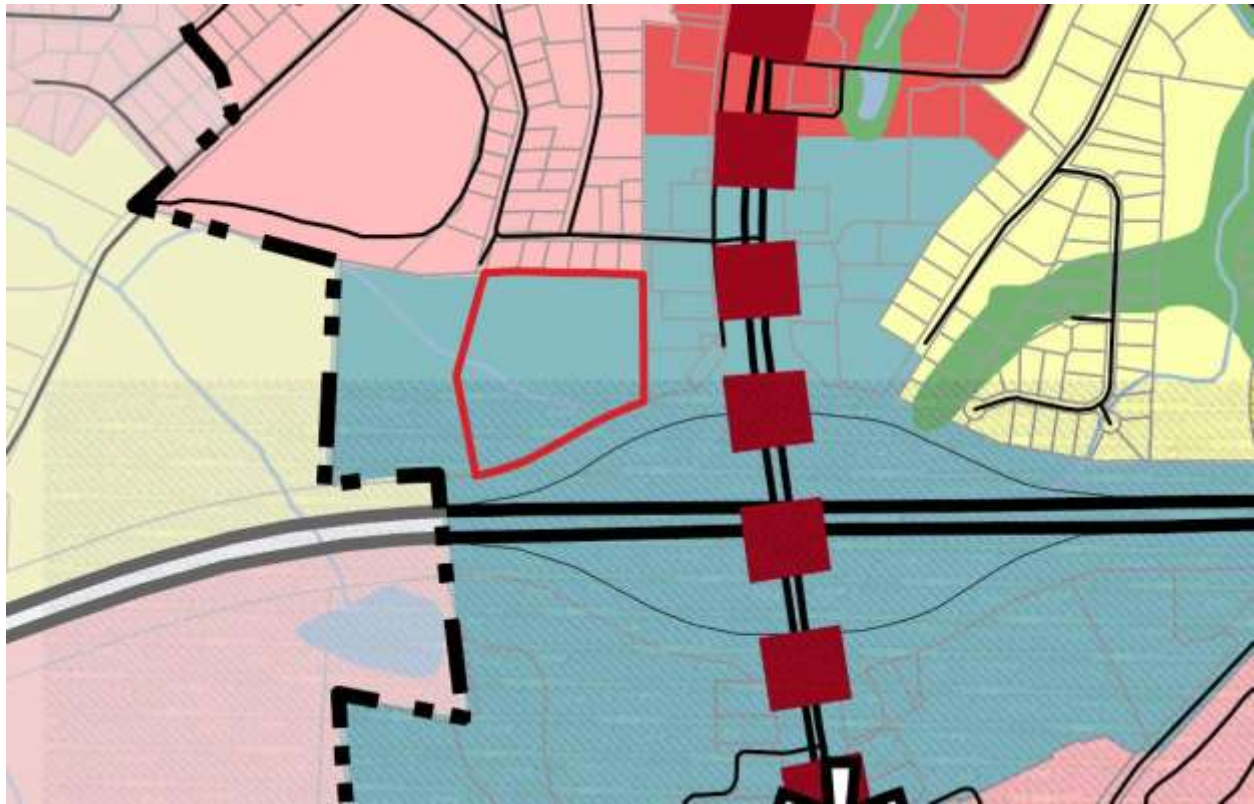
Highway

-  Office-Institutional
 General Commercial
 General Industrial
 Limited Industrial
 Planned Development
 Multi-Family Residential
 Single-Family Residential
 Rural Development
 Residential Townhome
 Not Defined
 Subject Site

Zoning Map (Carroll County)



Future Development Map (Villa Rica)



CHARACTER AREAS

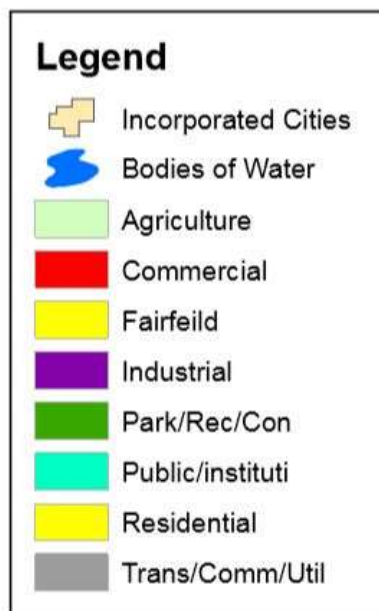
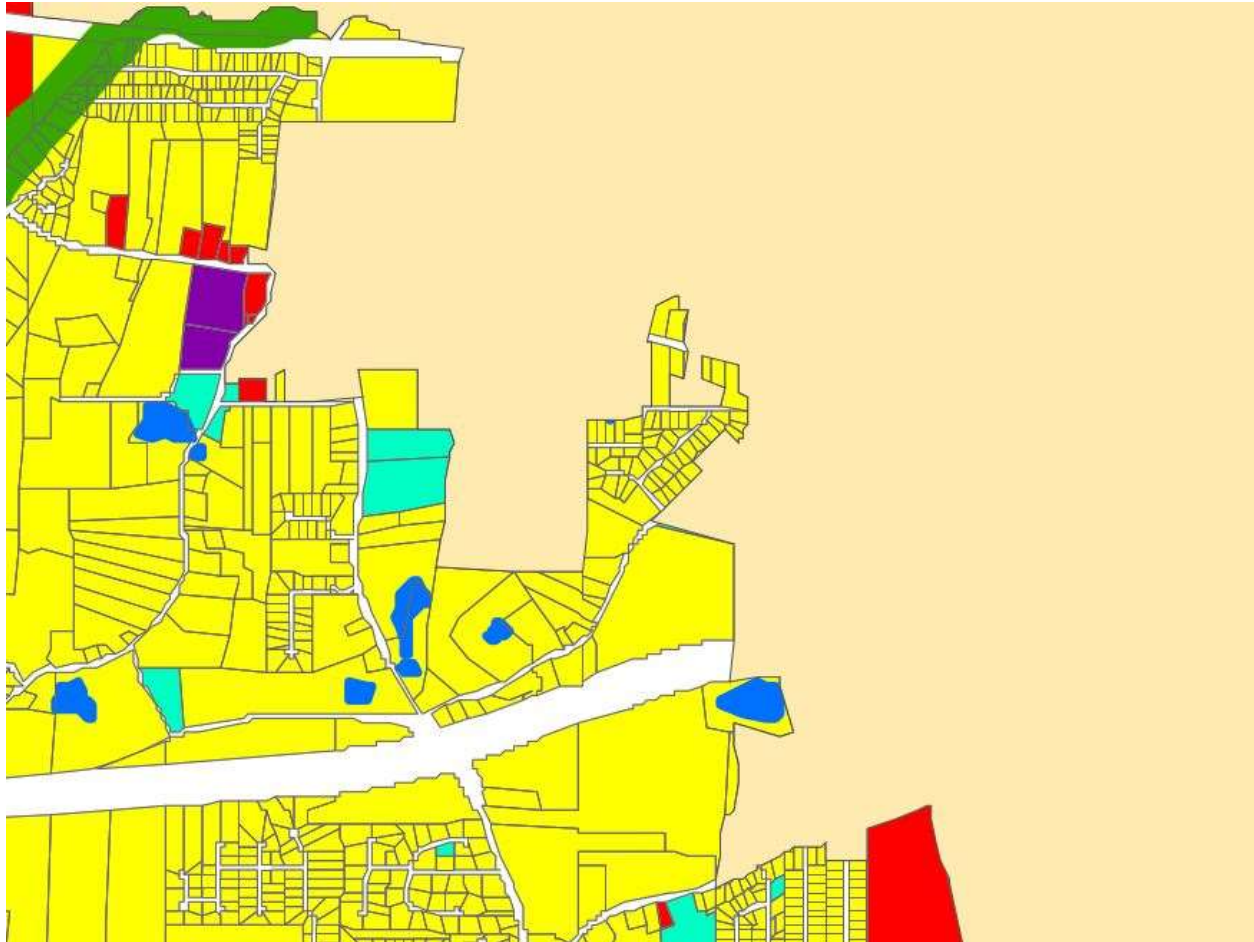
-  CONSERVATION / OPEN SPACE
-  TRADITIONAL NEIGHBORHOOD
-  SUBURBAN NEIGHBORHOOD
-  URBAN VILLAGE
-  SUBURBAN VILLAGE
-  COMMUNITY CROSSROADS
-  I-20 GATEWAY
-  COMMERCIAL CORRIDOR

ACTIVITY CENTERS

-  DOWNTOWN
-  INDUSTRIAL
-  COMMERCIAL
-  MEDICAL
-  PROPOSED GREENWAY TRAIL
-  PROPOSED ROAD PROJECTS
-  URBAN GROWTH AREA
-  CITY BOUNDARY



Future Development Map (Carroll County)



Site Photos





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: 9/16/2019 (REVISED 10/15/19)

APPLICANT

Applicant Name: PARKSIDE REAL ESTATE ACQUISITIONS, LLC

Address: 3525 PIEDMONT ROAD B-8 5-205 City: ATLANTA State: GA Zip: 30305

Phone: (404) 395 - 5219 Fax: () - Email: MSHAW@EASLANCAPITAL.COM

Agent Name: Ken Wood - PLANNERS AND ENGINEERS, COLLABORATIVE INC

Address: 350 RESEARCH COURT STE 200 City: PEACHTREE CORNERS State: GA Zip: 30092

Phone: (770) 451 - 2741 Fax: () - Email: KWOOD@PECATL.COM

Owner Name (If different from applicant): MMCC FUND, LLC / 61 WEST, LLC / JEFF MATTHEWS

Address: P.O. BOX 324 City: VILLA RICA State: GA Zip: 30180

Phone: () - Fax: () - Email: JEFFRMATTHEWS@BELLSOUTH.NET

(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: RD - RURAL DEVELOPMENT Requested Zoning: R-14 MULTI-FAMILY RESIDENTIAL

Property Address: 135 COMMERCE DRIVE Nearest Intersection: GA 61 @ COMMERCE DRIVE

Present Use of Property: VACANT

Proposed Use: MULTI-FAMILY RESIDENTIAL

Size of Tract: 16.45 ACRES Land Lot Numbers: 132 Districts: 6TH

Gross Density: 11.85 UPA units per acre Net Density: 11.85 UPA units per acre

Property Tax Parcel Number: 148-0129, V07-0110153, V07-0110003

(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, MARK SHAW, MANAGER, hereby state that all of the above statements and statements contained in the documents submitted with this application are true.

Mark Shaw, Manager

Signature of Applicant

9/13/2019

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.



CASE # _____
UDC TEXT/ZONING MAP

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 applicant¹ made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the City Council or Planning Commission who will consider the application?

Yes _____ No X

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

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

We certify that the foregoing information is true and correct, this _____ day of SEPTEMBER, 20 19.

PARKSIDE REAL ESTATE ACQUISITIONS, LLC, MANAGER

Applicant's Name – Printed

KEN WOOD

Applicant's Attorney, if applicable – Printed

Signature of Applicant

Ken Wood

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 19th day of September, 20 19.



Mary Erin Fantom
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.

9/13/2019

City of Villa Rica – Planning and Zoning Department
571 West Bankhead Highway
Villa Rica, GA 30180

Re: **Rezoning Application – Written Statement**
Hwy 61 Connector @ Commerce Drive
Planners and Engineers Collaborative, Inc. Project No. 19091.00

- 1. 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;**

The zoning proposal includes approximately 195 multi-family housing units on an approximately 16.45-acre tract of land that is currently zoned for 'Rural Development'. The proposal would rezone the tract of land to R-14: Multi-Family Residential. The property is currently bordered by several highway commercial businesses to the east along Commerce Drive, the Interstate 20 on-ramp to the south, Villa Rica High School and related facilities to the west, and six single family homes to the north.

The proposed development would include four apartment buildings with approximately 195 dwelling units. The apartments would be a gated community, and would also feature over 10 amenities for residents ranging from a putting green to a pool with a cabana.

The development will be a net benefit for the surroundings and the general public interest. The development of this site will not only advance the intent of the Comprehensive Plan (see response below), it will also generate more tax revenue for the City over time. The I-20 Gateway character area (of which this site is a part) emphasizes high quality development and site design. This project embodies the vision for this area: Much of the site will be undeveloped and preserved due to the stream that runs through it on the south side. The combination of the preserved trees and the new buildings will buffer the adjacent residential areas to the north from the sound and sight of I-20 to the south. The development will also reserve significant area along the perimeter of the site for landscaped buffers, which will screen the new development from the existing residences. The proposed development will also incorporate a new stormwater management facility, which is anticipated to improve stormwater conditions for the surrounding parcels. The proposed development will bring a high-quality, mixed-use feel to this critical gateway, while also focusing new housing density along a corridor with extremely easy access to I-20. The Applicant is of the opinion that this development will bring positive long-term effects to this area, by advancing the mixed-use vision of this corridor and providing more housing to accommodate the growing population of the City.

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

The proposed use is in line with the 2038 Comprehensive Plan's vision for this area. The parcel is a part of the I-20 Gateway future land use designation. This character area envisions high quality development and site design around the City's major gateways, of which the site is nearly adjacent. Multi-family housing is considered an appropriate use within this character area, and high intensity residential uses are also recommended. This development fits the intent of the Comprehensive Plan, and will provide new, high quality housing at a density that is appropriate for its prominent location at one of the City's major gateways. Additionally, residents of the new development will be able to reduce the number of auto trips taken, as they will be within walking distance of two grocery stores and a variety of other businesses. Both of these points



speak directly to the connectivity and mixed-use goals outlined in the Development Patterns section of the Comprehensive Plan.

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

The project team does not anticipate that the project would have negative effects on the surrounding properties. The project site is currently largely undeveloped, so any action on the site (such as grading, paving, etc.) would be new land disturbance, and any noise or visual effects would occur during construction. The project site will include a significant area wherein existing trees are saved or replanted, particularly around the stream toward the south side of the property and the buffers around the perimeter of the site. This will screen visual and noise disturbances from both the interstate and the proposed development from adjacent parcels. Additionally, as mentioned above, the creation of a new stormwater management facility on site will help to mitigate any currently existing issues for not only the subject property, but surrounding parcels as well. The proposal would create a new driveway off of Commerce Drive, leading to the gated community entrance; the community will be set back from Commerce Drive over 300 feet, which will screen residents from the vehicular thoroughfare. Although the multi-family development is set back from the primary street frontage, it is likely that this development will spur redevelopment along this corridor, as the proposal would add to the overall mixed-use development scheme of Commerce Drive.

Because this project is situated so close to the I-20 on-ramp, the development team does not expect major impacts to the flow and volume of traffic along Commerce Drive. Additionally, the proposal includes a mix of unit sizes (1, 2, and 3-bedrooms), targeted at a wide market and a range of household sizes. Because of this, it is anticipated that the number of new students added to the school system will be negligible.

4. 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;

Stated above, the Comprehensive Plan places an emphasis on the redevelopment of the I-20 corridor as it serves as a major gateway into the City. This project is an opportunity to seize on the 'gateway' idea espoused in the Comprehensive Plan. A new, high-quality multi-family development will contribute to the positive growth and change of this key corridor. As this zone continues to redevelop, residents and visitors entering and exiting the City will be able to reap the benefits of this proposed development. Additionally, the creation of new, quality housing at a variety of sizes (one, two, and three bedroom units) will reach a wide market of families and persons, enhancing the tax base of the City of Villa Rica, and contributing to the village-like feel that the Comprehensive Plan has expressed as a vision for this area.

5. The proposed time schedule and phasing for development;

Contingent upon the successful completion of the rezoning and LDP processes, the applicant expects that the entire buildout will take approximately 22 months. It is anticipated that the first residential building and clubhouse will be delivered within 12-13 months of groundbreaking.

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

The proposed project will utilize the existing utilities available to the site. For example, the developer is aware that there is water and sewer availability to the site coming from the northeastern edge. The proposed development will bring up-to-date certain utilities that may need extension or improvement. Additionally, stormwater will be managed on-site in a large pond in the southwestern corner across the stream.

7. A description of the 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;

The development includes a network of interior, privately-owned/operated/maintained roadways and parking lots. This will not have an effect on exterior properties or City utilities/services. The driveway from the new residential development will extend to Commerce Drive, and if required by the City, will have a deceleration lane. No other public improvements or changes to existing roadways are expected from this project. As



mentioned before, the effects of the proposed development to traffic is anticipated to be minor, due to the project's prime location on the corner of Highway 61 Connector and I-20.

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

Because the proposal includes a perpendicular stream crossing it is anticipated that an Army Corps of Engineers permit will be required. Additionally, if the parcel needs to be annexed into the City limits of Villa Rica, approval from Carroll County will be required. In the case of the latter, there is an annexation application attached to this submittal.

Sincerely,

Planners and Engineers Collaborative, Inc.

Kenneth J. Wood, P.E., LEED AP
President

For the Firm

kjw/ht/dp



Planning & Zoning

Community Development Department

PETITION REQUESTING ANNEXATION CITY OF VILLA RICA, GEORGIA

Date: 9/17/2019

**TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF VILLA RICA,
GEORGIA:**

1. The undersigned, as owner of all real property of the territory described herein, respectfully requests that the City Council annex this territory to the City of Villa Rica, Georgia, and extend the City boundaries to include the same.
2. The territory to be annexed abuts the existing boundary of Villa Rica, Georgia, and the description of such territory is as follows:

Address/Location of Property:

135 COMMERCE DRIVE - HWY 61 CONNECTOR @ COMMERCE DRIVE

Tax Map Parcel #:

148-0129

(Please attach legal description of property.)

WHEREFORE, the Petitioner prays that the City Council of the City of Villa Rica, Georgia, pursuant to the provisions of the Acts of the General Assembly of the State of Georgia, Georgia Laws, do by proper ordinance annex said property to the City Limits of the City of Villa Rica, Georgia.

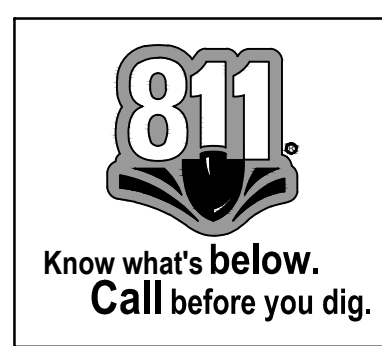
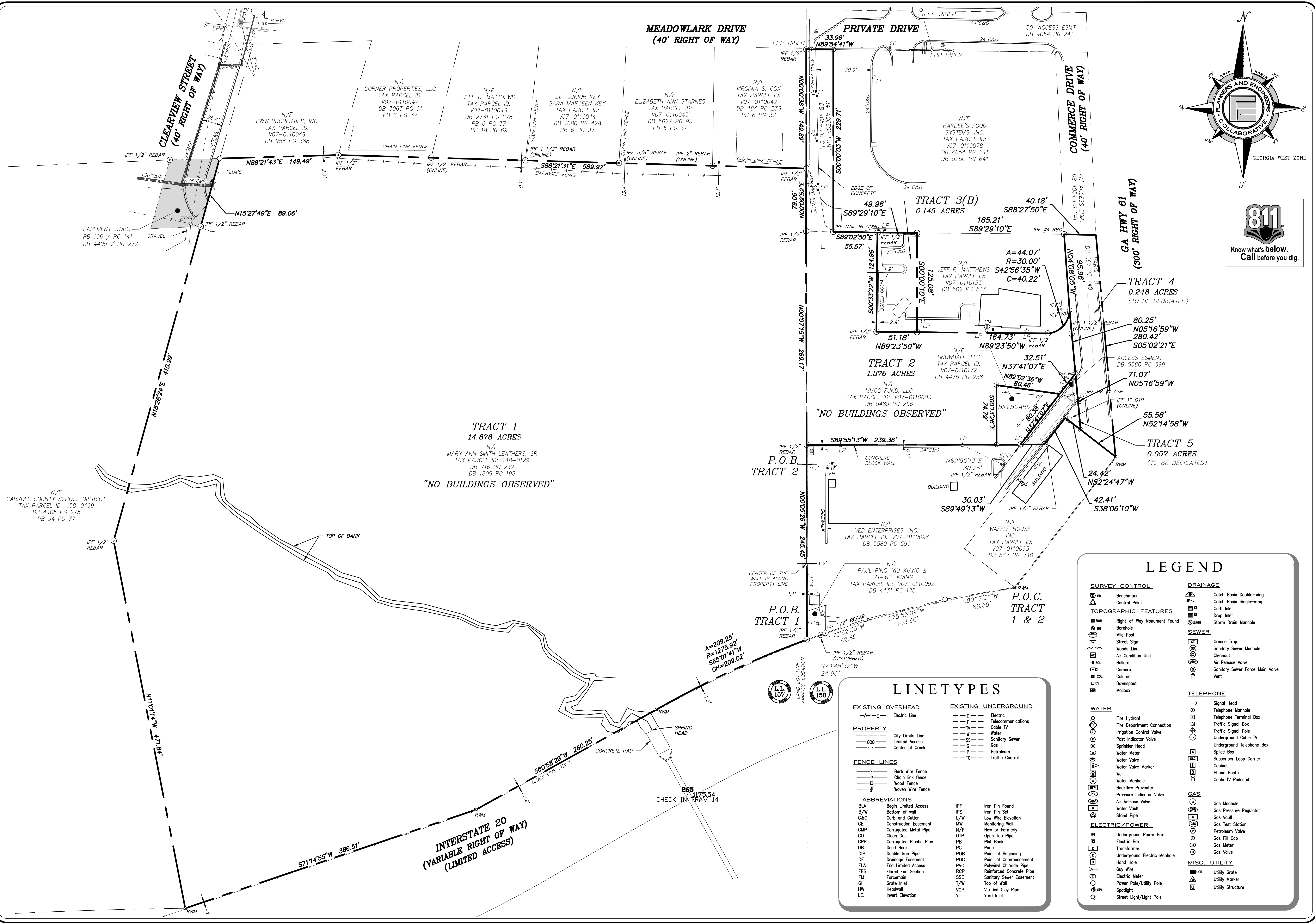
Respectfully submitted,

MARK SHAW, MANAGER, PARKSIDE REAL ESTATE ACQUISITIONS, LLC

Petitioner Mailing Address:

3525 PIEDMONT RD B-8 S-205 ATLANTA, GA 30305





DRAWN BY: SM
CHECKED BY: JNH / MCS
FILE NO.: 170991.00
DATE OF FIELD WORK: 07/17/19
SCALE: 1"=60'

ALTA/NSPS LAND TITLE SURVEY
FOR
PARKSIDE REAL ESTATE ACQUISITIONS, LLC
CARROLL COUNTY
GEORGIA
LAND LOT(S) 157 & 158
DISTRICT 6th

LEGEND

- | | |
|---------------------------------|------------------------------------|
| SURVEY CONTROL | DRAINAGE |
| BM Benchmark | CB Catch Basin Double-wing |
| CP Control Point | CS Catch Basin Single-wing |
| TOPOGRAPHIC FEATURES | CI Curb Inlet |
| RM Right-of-Way Monument Found | DI Drop Inlet |
| BH Borehole | SM Storm Drain Manhole |
| MP Mile Post | SEWER |
| SS Street Sign | GT Grease Trap |
| WU Woods Line | SS Sanitary Sewer Manhole |
| CU Air Condition Unit | CL Cleanout |
| BL Billboard | AR Air Release Valve |
| CA Camera | SS Sanitary Sewer Force Main Valve |
| CO Column | VE Vent |
| DP Downspout | TELEPHONE |
| MB Mailbox | SH Signal Head |
| WATER | TM Telephone Manhole |
| FI Fire Hydrant | TT Telephone Terminal Box |
| FC Fire Department Connection | TS Traffic Signal Box |
| IC Irrigation Control Valve | TS Traffic Signal Pole |
| IV Indicator Valve | UC Underground Cable TV |
| SH Sprinkler Head | UT Underground Telephone Box |
| WM Water Meter | SB Splice Box |
| WV Water Valve | SL Subscriber Loop Carrier |
| WM Water Valve Marker | CB Cabinet |
| W Well | PB Phone Booth |
| WM Water Manhole | CP Cable TV Pedestal |
| BP Backflow Preventer | GAS |
| PI Pressure Indicator Valve | GM Gas Manhole |
| AV Air Release Valve | GR Gas Pressure Regulator |
| WV Water Vault | ST Gas Vault |
| SP Stand Pipe | GS Gas Test Station |
| ELECTRIC/POWER | PV Petroleum Valve |
| UP Underground Power Box | GC Gas Fill Cap |
| EB Electric Box | GM Gas Meter |
| TR Transformer | GV Gas Valve |
| UE Underground Electric Manhole | MISC. UTILITY |
| HD Hand Hole | UG Utility Grate |
| GW Guy Wire | UM Utility Marker |
| EM Electric Meter | US Utility Structure |
| PP Power Pole/Utility Pole | |
| SP Spotlight | |
| SL Street Light/Light Pole | |

LINETYPES

- | | |
|-----------------------------|------------------------------|
| EXISTING OVERHEAD | EXISTING UNDERGROUND |
| EL Electric Line | EL Electric |
| | TS Telecommunications |
| PROPERTY | CT Cable TV |
| CL City Limits Line | W Water |
| LA Limited Access | SS Sanitary Sewer |
| CC Center of Creek | G Gas |
| | P Petroleum |
| | TC Traffic Control |
| FENCE LINES | |
| X Barb Wire Fence | |
| CL Chain link fence | |
| W Wood Fence | |
| WV Woven Wire Fence | |
| ABBREVIATIONS | |
| BLA Begin Limited Access | IPF Iron Pin Found |
| B/W Bottom of wall | IPS Iron Pin Set |
| C&G Curb and Gutter | L/W Low Wire Elevation |
| CE Construction Easement | MW Monitoring Well |
| CMP Corrugated Metal Pipe | N/F Now or Formerly |
| CO Clean Out | OTF Open Top Pipe |
| CPP Corrugated Plastic Pipe | PB Plot Book |
| DB Deed Book | PG Page |
| DIP Ductile Iron Pipe | POB Point of Beginning |
| DE Drainage Easement | POC Point of Commencement |
| ELA End Limited Access | PVC Polyvinyl Chloride Pipe |
| FES Flared End Section | RCP Reinforced Concrete Pipe |
| FM Foremain | SSE Sanitary Sewer Easement |
| GI Grate Inlet | T/W Top of Wall |
| HW Headwall | VCP Vitrified Clay Pipe |
| I.E. Invert Elevation | YI Yard Inlet |

PLANNERS AND ENGINEERS COLLABORATIVE
"WE PROVIDE SOLUTIONS"
SITE PLANNING ■ LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING ■ LAND SURVEYING
350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30072
(770) 451-1100
C.O.A.-LS100004

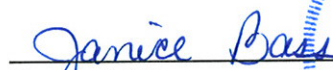
To: Ron Johnson
Planning and Zoning Specialist

From: Jeff R Matthews
MMCC Fund, LLC
61 West, LLC

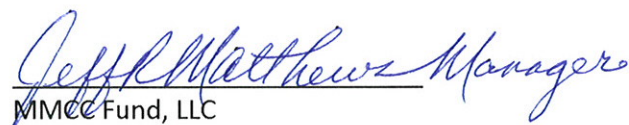
RE: Authorization for Parkside Real Estate Acquisitions, LLC to File Rezoning Request in City of Villa Rica

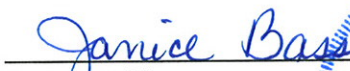
This letter shall serve as authorization from property owner(s) for Parkside Real Estate Acquisitions, LLC to file the necessary application to request a rezoning and annexation of the properties outlined in Exhibit A attached hereto.


Jeff R Matthews

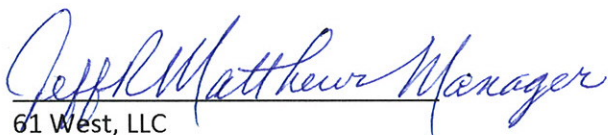

Notary Public

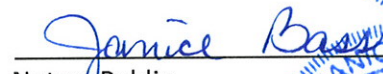


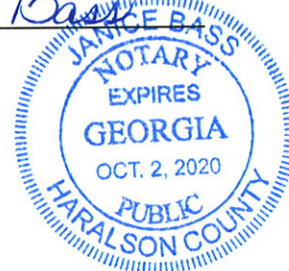

MMCC Fund, LLC
Jeff R Matthews, Manager


Notary Public




61 West, LLC
Jeff R Matthews, Manager


Notary Public



9/13/2019

City of Villa Rica – Planning and Zoning Department
571 West Bankhead Highway
Villa Rica, GA 30180

Re: **Rezoning Application – Impact Analysis**
Hwy 61 Connector @ Commerce Drive
Planners and Engineers Collaborative, Inc. Project No. 19091.00

1. Does the zoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby properties?

Yes. The proposed development includes approximately 195 multi-family housing units on an approximately 16.45-acre tract of land that is currently zoned for 'Rural Development'. The proposal would rezone the tract of land to R-14: Multi-family Residential. The property is currently bordered by several highway commercial businesses to the east along Commerce Drive, the Interstate 20 on-ramp to the south, Villa Rica High School and related facilities to the west, and six single family homes to the north.

The Planned Development would facilitate a new multi-family development that would complement the nearby uses (a transitional step down in land use intensity from Highway Commercial to Residential). In terms of specific site design elements, the combination of the preserved trees and the new buildings will buffer the adjacent residential areas to the north from the sound and sight of I-20 to the south. The development will also reserve significant area along the perimeter of the site for landscaped buffers, which will screen the new development from the existing residences. The proposed development will also incorporate a new stormwater management facility, which is anticipated to improve stormwater conditions for the surrounding parcels.

2. Does the zoning proposal adversely affect the existing use or usability of adjacent or nearby properties?

The project team does not anticipate that the project would have negative effects on use, usability, or enjoyment of the surrounding properties. As mentioned, the project site will include a significant area wherein existing trees are saved or replanted, particularly around the stream toward the south side of the property and the buffers around the perimeter of the site. This will screen visual and noise disturbances from both the interstate and the proposed development from adjacent parcels. Additionally, as mentioned above, the creation of a new stormwater management facility on site will help to mitigate any currently existing issues for not only the subject property, but surrounding parcels as well.

3. Does the property to be affected by the zoning proposal have a reasonable economic use as currently zoned?

As it is currently zoned, the property's value and usability is substantially diminished. The Rural zoning district permits only a few number of large, estate-style lots, which do not have a large market in this area at this time. The applicant is of the opinion that such lots would not be attractive to buyers at this location, given the proximity to the interstate, the terrain of the property, and the commercial corridor that is placed in front of the parcel. Additionally, the topography and location of this site is prohibitive to agricultural uses due to the highly variable terrain and the stream running through the site to the south. The optimal use of this property is the multi-family residential concept since the buildings are sufficient in size to step with the terrain. The



proposed development would also be able to keep more trees and largest buffer against the homeowners to the north intact, than an agricultural or estate use would.

4. Will the zoning proposal result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, or schools?

Because this project is situated so close to the I-20 on-ramp, the development team does not expect major impacts to the flow and volume of traffic along Commerce Drive. Additionally, the proposal includes a mix of unit sizes (1, 2, and 3-bedrooms), targeted at a wide market and a range of household sizes. Because of this, it is anticipated that the number of new students added to the school system will be negligible.

The proposed project will also utilize the existing utilities available to the site. It has already been confirmed that water and sewer is available to the site coming from the northeastern edge. The proposed development will bring up-to-date certain utilities that may need extension or improvement. Additionally, stormwater will be managed on-site in a large pond in the southwestern corner across the stream, which will help to mitigate any currently existing issues for not only the subject property, but surrounding parcels as well.

5. Is the zoning proposal in conformity with the policy and intent of the Comprehensive Land Use Plan?

The proposed use is in line with the 2038 Comprehensive Plan's vision for this area. The parcel is a part of the I-20 Gateway future land use designation. This character area envisions high quality development and site design around the City's major gateways, of which the site is nearly adjacent. The character area recommends high intensity residential uses in this critical City juncture. This development fits the intent of the Comprehensive Plan, and will provide new, high quality housing at a density that is appropriate for its prominent location at one of the City's major gateways.

Additionally, residents of the new development will be able to reduce the number of auto trips taken, as they will be within walking distance of two grocery stores and a variety of other businesses. Both of these points speak directly to the connectivity and mixed-use goals outlined in the Development Patterns section of the Comprehensive Plan.

6. Are there other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal?

The site has remained vacant and untouched for several years. The applicant is of the opinion that the proposed development is ambitious, and the optimal use of the site. The proposed project would provide many benefits to the City of Villa Rica and the surrounding area, would be sensitive to the existing single-family homes to the north of the site, and would advance the intent of the comprehensive plan. It is the hope of the development team that the development of the site under the R-14 zoning would trigger a redevelopment throughout this corridor, so that this interchange truly looks and feels like a Gateway to the City of Villa Rica.

Our team is happy to meet with and discuss any portions of this application with any interested parties.

Sincerely,
Planners and Engineers Collaborative, Inc.

Kenneth J. Wood, P.E., LEED AP
President



For the Firm

kjw/ht/dp

City of Villa Rica
571 West Bankhead Highway, Villa Rica, Georgia 30180
Telephone: (770) 459-7000; Fax: (770) 459-7003

Ben Skipper, Director
Community Development Department
423 College Street, Room 503
Carrollton, GA 30117

Mr. Skipper:

Please find the attached annexation and rezoning request for 139 Commerce Drive and 185 Commerce Drive in Villa Rica, GA for your consideration. A copy of the staff report has also been included for your review. Please distribute to the Carroll County Board of Commissioners and all other appropriate parties at your discretion.

Should you have any questions, please contact me directly at 678-840-1238.

Thank you,
Ronald Johnson
Planning & Zoning Specialist
City of Villa Rica

STATE OF GEORGIA, COUNTY OF CARROLL

THIS INDENTURE, Made the 9th day of August in the year One Thousand Nine Hundred

and Eighty-Five, between E. M. Kirk
of the County of Haralson, and State of Georgia, as party or parties of the first part, hereinafter called
Grantor, and
Jeff R. Matthews

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).

valuable considerations

WITNESSETH, that: Grantor, for and in consideration of the sum of **Ten Dollars and other/ (\$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 situate, lying and being in Land Lot 158 of the 6th District of Carroll County, Georgia, containing 12.91 acres, more or less, and being more fully described as follows: BEGINNING at a point on the west right of way of Georgia Highway 61 at a concrete right of way marker at a point where it intersects the acceleration ramp leading onto Interstate Highway I-20; thence from said point of beginning, running north along the westerly right of way of Georgia Highway 61 a distance, the arc of which is 1,364.80 feet to an iron stob (the straight line distance between said points is north 02 degrees 06 minutes 41 seconds west a distance of 1,361.81 feet); thence south 89 degrees 13 minutes 44 seconds west 395.96 feet to an iron stob located on the original west land lot line of Land Lot 158 in the 6th District; thence south 02 degrees 24 minutes 36 seconds east along the original west land lot line of Land Lot 158 a distance of 947.24 feet to an iron stob; thence continuing along said land lot line south 02 degrees 15 minutes 04 seconds east 189.72 feet to an iron stob; thence continuing along said land lot line south 02 degrees 23 minutes 00 seconds east 594.66 feet to the north right of way of Interstate Highway I-20 at the aforementioned acceleration ramp; thence continuing along said right of way north 68 degrees 38 minutes 14 seconds east 70.18 feet to a point; thence north 72 degrees 48 minutes 44 seconds east 99.69 feet to a point; thence north 77 degrees 20 minutes 39 seconds east to a right of way marker; thence north 35 degrees 23 minutes 54 seconds east 208.39 feet to a right of way marker and the point of beginning. Said tract contains 12.91 acres, more or less, and is more fully shown and delineated on a plat thereof designated as "Survey of Bagwell Estate", dated December 4, 1983, prepared by William H. Alexander, Jr., Registered Land Surveyor No. 1643, recorded in Plat Book 25, page 28, Carroll County Public Records, which said plat and the record thereof are incorporated herein by reference and made a part of this description.

LESS AND EXCEPT All that tract or parcel of land lying and being in Land Lot 158 of the 6th District of Carroll County, Georgia, and being more particularly described as follows: To find the point of beginning, commence at a point on the westerly-most 300 ft. right of way of State Route No. 61, said point being north 07 degrees 23 minutes 30 seconds west along a chord of 280.62 feet of a curve to the right having an arc distance of 280.65 feet
(continued on reverse)

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

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

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

Signed, sealed and delivered
in the presence of:

Paid: 15.00
Date: Aug 15, 1985

No. 1 J. R. Jones
Civil Witness

Clerk of Superior Court

E. M. Kirk

(SEAL)

No. 2 Public, Georgia State at Large

CLERK SUPERIOR COURT

(SEAL)

1985 AUG 15 PM 1:53

from a concrete right of way monument at the intersection of the westerly-most right of way of State Route No. 61 with the northerly-most right of way of I-20; thence south 88 degrees 21 minutes 15 seconds west a distance of 40.12 feet to an iron pin set and the TRUE POINT OF BEGINNING; thence along a curve to the right 230.07 feet having a chord of north 04 degrees 53 minutes 00 seconds west a distance of 230.06 feet to an iron pin set; thence south 88 degrees 21 minutes 15 seconds west a distance of 279.92 feet to an iron pin set; thence south 02 degrees 15 minutes 00 seconds east a distance of 229.71 feet to an iron pin set; thence north 88 degrees 21 minutes 15 seconds east a distance of 290.49 feet to an iron pin set and the point of beginning; said above described tract containing 1.500 acres.

AUG 15 1985

RECORDED

KENNETH SKINNER, CLERK

GENERAL WARRANTY DEED

FROM

TO

GEORGIA, COUNTY:

Clerk's Office, Superior Court

Filed for record on the _____ day of _____,

19____,

at _____ M., and _____,

Recorded in Deed Book _____,

Page _____,

19____,

Clerk _____,

TISINGER, TISINGER, VANCE & GREER

Attorneys at Law

Georgia

387619

BK PG
5489 256

14



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

FILED
 GA. CARROLL COUNTY
 CLERK SUPERIOR COURT

16 AUG 25 PM 3:51

Alan J. Lee
 CLERK SUPERIOR COURT
 CARROLL COUNTY GEORGIA

Record and Return to:

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

③
 ✓
 End

GENERAL WARRANTY DEED

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

WITNESSETH THAT:

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

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

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

(** BAD LEGAL
 DESCRIPTION*)

DB 5489
 P. 256

AS

74

BK

PG

5489 257

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

Signed, sealed and delivered
in the presence of:

GRANTOR:

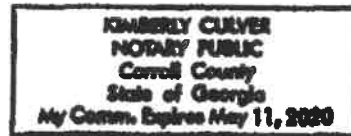
Brenda Matthews
Brenda Matthews

[SEAL]

Witness

Kimberly Culver
Notary Public
My Commission Expires: May 11, 2020

[NOTARY SEAL]



BK PG

5489 258

EXHIBIT A
Legal Description

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

RECORDED

SEP 15 2016

Alan J. Lee, Clerk

18

eFiled & eRecorded
 DATE: 5/8/2019
 TIME: 4:46 PM
 DEED BOOK: 05708
 PAGE: 00125 - 00126
 RECORDING FEES: \$12.00
 TRANSFER TAX: \$744.00
 PARTICIPANT ID: 4019279654,7067927936
 CLERK: Alan Lee
 Carroll County, GA
 PT61: 022-2019-001863

Prepared By and Return To:
 MCMAHAN, PERRY & PHILLIPS, LLC
 Attorneys at Law
 318 Westview Drive
 Villa Rica, Georgia
 Attn: Beth Perry
 File No. R3962-19

STATE OF GEORGIA,
 COUNTY OF Carroll

WARRANTY DEED

THIS INDENTURE, Made this 3rd day of May, in the year Two Thousand Nineteen (2019) between,

Mary Ann Smith Leathers,

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

61 West, 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.

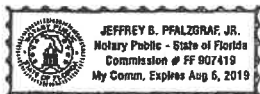
IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this General Warranty Deed, the day and year above written.

Signed this 3rd day
 of May, 2019,
 in the presence of:

[Signature]
 Unofficial Witness

[Signature]
 Mary Ann Smith Leathers

[Signature]
 Notary Public
 My Commission Expires: AUG 6, 2019
 (NOTARY PUBLIC SEAL AFFIXED)



12

D3 5708
 P. 125

T

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 157, 6th District, Carroll County, Georgia, being 14.88 acres, more or less, and being more particularly shown and delineated as "Tract 1" on that certain plat of survey entitled "Boundary Survey for 61 West, LLC," dated March 22, 2019, prepared by Georgia & West, Inc., certified by Michael D. Crawford, GRLS #3125, filed for record in Plat Book 106, Page 141, Carroll County, Georgia, Public Real Estate Records, which plat and the record thereof are each incorporated herein by reference thereto more complete and accurate description of said property.

Said property is conveyed with and subject to all of the non-exclusive easements contained and described within that certain non-exclusive Easement Agreement concerning ingress, egress, water, sewer, drainage and other matters, filed for record in Deed Book 4405, Page 277, amended in Deed Book 5122, Page 125, Carroll County, Georgia, Public Land Records.

Also conveyed herewith is a non-exclusive easement for ingress, egress and the provision of utilities, including, without limitation, drainage, water and sewer, over and across all that tract or parcel of land lying and being in Land Lot 157, 6th District, Carroll County, Georgia, being 0.12 acres, more or less, and being more particularly shown and delineated as "Easement Tract 2" on that certain plat of survey entitled "Boundary Survey for 61 West, LLC," dated March 22, 2019, prepared by Georgia & West, Inc., certified by Michael D. Crawford, GRLS #3125, filed for record in Plat Book 106, Page 141, Carroll County, Georgia, Public Real Estate Records, which plat and the record thereof are each incorporated herein by reference thereto more complete and accurate description of said easement tract.

In the year 2018, said property is vacant land and bears the tax identification number 148 0129.

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.

Return to:

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

eFiled & eRecorded
DATE: 9/18/2019
TIME: 11:56 AM
DEED BOOK: 05743
PAGE: 00525 - 00527
RECORDING FEES: \$14.00
TRANSFER TAX: \$0.00
PARTICIPANT ID: 5306225564
CLERK: Alan Lee
Carroll County, GA
PT61: 022-2019-004314

GENERAL WARRANTY DEED

THIS INDENTURE, made this 17th day of September, 2019 between **Jeff Matthews**, a Georgia resident, as party of the first part ("Grantor") and **MMCC Fund, LLC**, a Georgia limited liability company, as party of the second part ("Grantee"), (the words "Grantor" and "Grantee" to include their respective heirs, successors, successors-in-title and assigns where the context requires or permits).

WITNESSETH THAT:

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

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

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

LEGAL DESCRIPTION

TRACT 1

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 157 of the 6th District, Carroll County, Georgia and being more particular described as follows:

To find the TRUE POINT OF BEGINNING, COMMENCE at the concrete right of way monument found at the intersection of the westerly right of way of State Route 61 (300 foot right of way) with the northerly right of way of Interstate 20 (variable right of way); thence along said northerly right of way of Interstate 20 the following courses and distances: South 80 degrees 17 minutes 51 seconds West, a distance of 88.89 feet to a point; South 75 degrees 55 minutes 09 seconds West, a distance of 103.60 feet to a point; South 70 degrees 52 minutes 38 seconds West, a distance of 52.85 feet to a 1/2 inch rebar found; South 70 degrees 48 minutes 32 seconds West, a distance of 24.96 feet to a 1/2 inch rebar found, said rebar being the TRUE POINT OF BEGINNING;

With the TRUE POINT OF BEGINNING thus established, continue along said northerly right of way of Interstate 20 the following courses and distances: along a curve turning to the left with an arc length of 209.25 feet, having a radius of 1275.92 feet, being subtended by a chord bearing of South 65 degrees 01 minutes 41 seconds West, and a chord length of 209.02 feet to a right of way monument found; South 60 degrees 58 minutes 29 seconds West, a distance of 260.25 feet to a right of way monument found; South 71 degrees 14 minutes 55 seconds West, a distance of 386.51 feet to a right of way monument found; thence leaving said northerly right of way of Interstate 20 and proceed along the common property line between Carroll County School District and Mary Ann Smith Leathers, SR the following courses and distances: North 11 degrees 01 minutes 14 seconds West, a distance of 471.84 feet to a 1/2 inch rebar found; North 15 degrees 28 minutes 24 seconds East, a distance of 410.99 feet to a 1/2 inch rebar found at the southeast corner of the Clearview Street (40 foot right of way); thence along said easterly right of way of Clearview Street North 15 degrees 27 minutes 49 seconds East, a distance of 89.06 feet to a point; thence leaving said easterly right of way of Clearview Street proceed along the common property line between H&W Properties, Inc. and Mary Ann Smith Leathers, SR North 88 degrees 21 minutes 43 seconds East, a distance of 149.49 feet to a 1/2 inch rebar found; thence along the common property line between Corner Properties, LLC, Jeff R. Matthews, J.D. Junior Key & Sara Margeen Key, Elizabeth Ann Starnes, Virginia S. Cox and Mary Ann Smith Leathers, SR South 88 degrees 21 minutes 31 seconds East, a distance of 589.92 feet to a 1/2 inch rebar found; thence along the common property line between MMCC Fund, LLC and Mary Ann Smith Leathers, SR the following courses and distances: South 00 degrees 09 minutes 52 seconds West, a distance of 79.06 feet to a 1/2 inch rebar found; South 00 degrees 07 minutes 15 seconds East, a distance of 269.17 feet to a 1/2 inch rebar found; thence along the common property line between VED Enterprises, Inc. and Mary Ann Smith Leathers, SR the following courses and distances South 00 degrees 05 minutes 26 seconds East, a distance of 245.45 feet a 1/2 inch rebar found, said rebar being the TRUE POINT OF BEGINNING.

Contains 647978.71 square feet or 14.876 acres.

LEGAL DESCRIPTION

TRACT 2

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 158 of the 6th District, Carroll County, Georgia and being more particular described as follows:

To find the TRUE POINT OF BEGINNING, COMMENCE at the concrete right of way monument found at the intersection of the westerly right of way of State Route 61 (300 foot right of way) with the northerly right of way of Interstate 20 (variable right of way); thence along said northerly right of way of Interstate 20 the following courses and distances: South 80 degrees 17 minutes 51 seconds West, a distance of 88.89 feet to a point; South 75 degrees 55 minutes 09 seconds West, a distance of 103.60 feet to a point; South 70 degrees 52 minutes 38 seconds West, a distance of 52.85 feet to a 1/2 inch rebar found; South 70 degrees 48 minutes 32 seconds West, a distance of 24.96 feet to a 1/2 inch rebar found; thence leaving said northerly right of way line of Interstate 20 and proceed along the common property line between VED Enterprises, Inc. and Mary Ann Smith Leathers, SR North 00 degrees 05 minutes 26 seconds West, a distance of 245.45 feet to a 1/2 inch rebar found, said rebar being the TRUE POINT OF BEGINNING;

With the TRUE POINT OF BEGINNING thus established, along the common property line between MMCC Fund, LLC and Mary Ann Smith Leathers, SR the following courses and distances: North 00 degrees 07 minutes 15 seconds West, a distance of 269.17 feet to a 1/2 inch rebar found; North 00 degrees 09 minutes 52 seconds East, a distance of 79.06 feet to a 1/2 inch rebar found; thence along the common property line between Virginia S. Cox and MMCC Fund, LLC North 00 degrees 00 minutes 38 seconds West, a distance of 149.89 feet to a 1/2 inch rebar found on the southerly right of way line of Meadowlark Drive (40 foot right of way); thence along said southerly right of way line of Meadowlark Drive South 89 degrees 54 minutes 41 seconds East, a distance of 33.96 feet to a point; thence leaving said southerly right of way line of Meadowlark Drive and proceed along common property line between Hardee's Food Systems, Inc. and MMCC Fund, LLC the following courses and distances: South 00 degrees 00 minutes 03 seconds West, a distance of 229.71 feet to a Nail found in concrete; South 89 degrees 02 minutes 50 seconds East, a distance of 55.57 feet to a 1/2 inch rebar found; thence along common property line between Jeff R. Matthews (Pizza Hut) and MMCC Fund, LLC the following courses and distances: South 00 degrees 33 minutes 22 seconds West, a distance of 124.99 feet to a 1/2 inch rebar found; South 89 degrees 23 minutes 50 seconds East, a distance of 215.91 feet to a point; along a curve turning to the left with an arc length of 44.07 feet, having a radius of 30.00 feet, being subtended by a chord bearing of North 42 degrees 56 minutes 35 seconds East, and a chord length of 40.22 feet to a point located on the westerly right of way line of Commerce Drive (40 foot right of way); thence along said westerly right of way of Commerce Drive South 05 degrees 16 minutes 59 seconds East, 80.25 feet to a point; thence leaving said right-of-way line South 37 degrees 41 minutes 7 seconds West a distance of 32.51 feet to a point; thence proceed along common property line between Snowball, LLC and MMCC Fund, LLC the following courses and distances: North 82 degrees 02 minutes 36 seconds West, a distance of 80.46 feet to a point; South 00 degrees 13 minutes 26 seconds East, a distance of 74.79 feet to a point; thence along common property line between MMCC Fund, LLC and VED Enterprises, Inc South 89 degrees 55 minutes 13 seconds West, a distance of 239.36 feet to a 1/2 inch rebar found, said rebar being the TRUE POINT OF BEGINNING.

Said tract containing 1.376 acres.

LEGAL DESCRIPTION

TRACT 3B

PORTION OF PIZZA HUT TRACT

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 158 of the 6th District, Carroll County, Georgia and being more particular described as follows:

To find the TRUE POINT OF BEGINNING, COMMENCE at the concrete right of way monument found at the intersection of the westerly right of way of State Route 61 (300 foot right of way) with the northerly right of way of Interstate 20 (variable right of way); thence along said northerly right of way of Interstate 20 the following courses and distances: South 80 degrees 17 minutes 51 seconds West, a distance of 88.89 feet to a point; South 75 degrees 55 minutes 09 seconds West, a distance of 103.60 feet to a point; South 70 degrees 52 minutes 38 seconds West, a distance of 52.85 feet to a 1/2 inch rebar found; South 70 degrees 48 minutes 32 seconds West, a distance of 24.96 feet to a 1/2 inch rebar found; thence leaving said northerly right of way line of Interstate 20 and proceed along the common property line between VED Enterprises, Inc. and Mary Ann Smith Leathers, SR North 00 degrees 05 minutes 26 seconds West, a distance of 245.45 feet to a 1/2 inch rebar found, thence along the common property line between MMCC Fund, LLC and Mary Ann Smith Leathers, SR the following courses and distances: North 00 degrees 07 minutes 15 seconds West, a distance of 269.17 feet to a 1/2 inch rebar found; North 00 degrees 09 minutes 52 seconds East, a distance of 79.06 feet to a 1/2 inch rebar found; thence along the common property line between Virginia S. Cox and MMC Fund, LLC North 00 degrees 00 minutes 38 seconds West, a distance of 149.89 feet to a 1/2 inch rebar found on the southerly right of way line of Meadowlake Drive (40 foot right of way); thence along said southerly right of way line of Meadowlake Drive South 89 degrees 54 minutes 41 seconds East, a distance of 33.96 feet to a point; thence leaving said southerly right of way line of Meadowlake Drive and proceed along common property line between Hardee's Food Systems, Inc. and MMCC Fund, LLC the following courses and distances: South 00 degrees 00 minutes 03 seconds West, a distance of 229.71 feet to a Nail found in concrete; South 89 degrees 02 minutes 50 seconds East, a distance of 55.57 feet to a 1/2 inch rebar found;

said rebar being the TRUE POINT OF BEGINNING; from the TRUE POINT OF BEGINNING, as thus established, thence South 89 degrees 29 minutes 10 seconds East a distance of 49.96 feet to a point; thence South a distance of 125.08 feet to a point; thence North 89 degrees 23 minutes 50 seconds West a distance of 51.18 feet to a point; thence North 0 degrees 33 minutes 22 seconds East a distance of 124.99 feet to a point and the TRUE POINT OF BEGINNING.

Said tract containing 0.145 acres (6,323 square feet).

LEGAL DESCRIPTION

TRACT 4

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 158 of the 6th District, Carroll County, Georgia and being more particular described as follows:

To find the TRUE POINT OF BEGINNING, COMMENCE at the concrete right of way monument found at the intersection of the westerly right of way of State Route 61 (300 foot right of way) with the northerly right of way of Interstate 20 (variable right of way); thence along said northerly right of way of Interstate 20 the following courses and distances: South 80 degrees 17 minutes 51 seconds West, a distance of 88.89 feet to a point; South 75 degrees 55 minutes 09 seconds West, a distance of 103.60 feet to a point; South 70 degrees 52 minutes 38 seconds West, a distance of 52.85 feet to a 1/2 inch rebar found; South 70 degrees 48 minutes 32 seconds West, a distance of 24.96 feet to a 1/2 inch rebar found; thence leaving said northerly right of way line of Interstate 20 and proceed along the common property line between VED Enterprises, Inc. and Mary Ann Smith Leathers, SR North 00 degrees 05 minutes 26 seconds West, a distance of 245.45 feet to a 1/2 inch rebar found; thence North 89 degrees 55 minutes 13 seconds East a distance of 239.36 feet to a point; thence North 0 degrees 13 minutes 26 seconds West a distance of 74.79 feet to a point; thence South 82 degrees 2 minutes 36 seconds East a distance of 80.46 feet to a point; thence North 37 degrees 41 minutes 7 seconds East a distance of 32.51 feet to a point and the TRUE POINT OF BEGINNING, from the TRUE POINT OF BEGINNING as thus established; thence North 5 degrees 16 minutes 59 seconds West a distance of 80.25 feet to a point; thence North 4 degrees 8 minutes 5 seconds West a distance of 95.96 feet to a point; thence South 88 degrees 27 minutes 50 seconds East a distance of 40.18 feet to a point; thence South 5 degrees 2 minutes 21 seconds East a distance of 280.42 feet to a point; thence North 52 degrees 14 minutes 58 seconds West a distance of 55.58 feet to a point; thence North 5 degrees 16 minutes 59 seconds West a distance of 71.07 feet to a point and the TRUE POINT OF BEGINNING.

Said tract containing 0.248 acres (10,801 square feet).

LEGAL DESCRIPTION

TRACT 5

(To Be Dedicated)

PARCEL B OF DB 567 / PG 740

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 158 of the 6th District, Carroll County, Georgia and being more particular described as follows:

To find the TRUE POINT OF BEGINNING, COMMENCE at the concrete right of way monument found at the intersection of the westerly right of way of State Route 61 (300 foot right of way) with the northerly right of way of Interstate 20 (variable right of way); thence along said northerly right of way of Interstate 20 the following courses and distances: South 80 degrees 17 minutes 51 seconds West, a distance of 88.89 feet to a point; South 75 degrees 55 minutes 09 seconds West, a distance of 103.60 feet to a point; South 70 degrees 52 minutes 38 seconds West, a distance of 52.85 feet to a 1/2 inch rebar found; South 70 degrees 48 minutes 32 seconds West, a distance of 24.96 feet to a 1/2 inch rebar found; thence leaving said northerly right of way line of Interstate 20 and proceed along the common property line between VED Enterprises, Inc. and Mary Ann Smith Leathers, SR North 00 degrees 05 minutes 26 seconds West, a distance of 245.45 feet to a 1/2 inch rebar found; thence North 89 degrees 55 minutes 13 seconds East a distance of 239.36 feet to a point; thence North 0 degrees 13 minutes 26 seconds West a distance of 74.79 feet to a point; thence South 82 degrees 2 minutes 36 seconds East a distance of 80.46 feet to a point and the TRUE POINT OF BEGINNING, from the TRUE POINT OF BEGINNING as thus established; thence North 37 degrees 41 minutes 7 seconds East a distance of 32.51 feet to a point; thence South 5 degrees 16 minutes 59 seconds East a distance of 71.07 feet to a point; thence North 52 degrees 24 minutes 47 seconds West a distance of 24.42 feet to a point; thence South 38 degrees 6 minutes 10 seconds West a distance of 42.41 feet to a point; thence South 89 degrees 49 minutes 13 seconds West a distance of 30.03 feet to a point; thence North 37 degrees 41 minutes 7 seconds East a distance of 80.38 feet to a point and the TRUE POINT OF BEGINNING.

Said tract containing 0.057 acres (2,492 square feet).



CITY OF VILLA RICA

City Council Packet

SUBJECT: Ordinance to Revise Section 400 of the City of Villa Rica Development Regulations, Section 403.11, Wastewater Lift Stations

CITY COUNCIL AGENDA DATE: December 8, 2020

DATE: November 25, 2020

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

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: The purpose of this ordinance revision is to include specifications to examine entire drainage basins when determining the need for Wastewater Lift Stations for new development.

BACKGROUND: In the past, developers were allowed to install wastewater lift stations only to serve their individual developments. In allowing this practice, the City has 32 lift stations currently on their list to maintain. Changing the requirement to look at the overall drainage basin and to build stations to serve a much larger area, will cut down on the number of stations that will be installed in the future and less cost to the City moving forward.

STAFF RECOMMENDATION: Staff recommends approval of this Ordinance revision.

IMPACT:

MOTION: I make a motion to approve this ordinance revision of Section 400, Sewer Regulations, particularly section 403.11 Wastewater Lift Stations.

**AN ORDINANCE FOR THE REVISION OF WASTEWATER LIFT
STATIONS AS SET FORTH IN SECTION 403.11 OF SECTION 400 OF THE
DEVELOPMENT REGULATIONS FOR THE CITY OF VILLA RICA**

WHEREAS, the City Council for the City of Villa Rica is responsible for establishing the rules and regulations to promote health, safety and welfare of the citizens of Villa Rica; and

WHEREAS, the City of Villa Rica does desire to update and recodify its Ordinances with regard to Wastewater Lift Stations within the City;

NOW, THEREFORE, it is ordained by the Mayor and City Council as follows:

1. The current Wastewater Lift Station specifications embodied in Section 400 Sewer Regulations, subsection 403.11, Wastewater Lift Stations is hereby revised and readopted and decodified as set forth below:
2. The City does hereby adopt section 403.11, Wastewater Lift Stations in Section 400 Sewer Regulations as set forth in its entirety upon the Signature by the Mayor or Mayor Pro Tem.

403.11 Wastewater Lift Stations: The following *minimum* requirements apply to wastewater lift stations:

A. Lift Station Policy

It is the goal of the City of Villa Rica to provide for the conveyance of wastewater by natural gravity flow wherever and whenever possible. In order to facilitate the City 's goal, the City has policies that allow the reimbursement of certain costs of off-site trunk sewer extensions and over sizing lines.

The installation of a lift station increases the cost of providing sewer service and transfers the burden of extending trunk sewers and/or repairing, improving, and replacing the lift station to the City and its sewer customers. Lift stations, if deemed necessary, must be carefully integrated into the City 's overall plan for providing wastewater service to its customers.

B. Detailed Plans and Specifications

Design drawings and specifications for the lift station shall be reviewed by the City concurrently with the overall development plans. This submittal shall contain: 1) design and operational information, 2) detailed design drawings, and 3) technical specifications.

C. Lift Station Requirements

Lift stations must be designed by a Professional Engineer licensed in the State of Georgia, and shall be designed and constructed in accordance with the City's standards in affect at the time. These standards, in conjunction with the standard details in the Appendix of Section 400 and the current Rules and Regulations, shall include, but not be limited to, the following:

a. Site Location and Layout

1. The lift station shall be located, whether inside or outside of the proposed development, to service ten-times the developed area. The maximum required service area shall be 2,000-acres or no more than 10,000 feet of gravity sewer outside the development, whichever is less. The service area can include area served by any existing public sewer system; however, any area served by an existing lift station that will not be eliminated according to the below requirements must be excluded from the service area for the proposed lift station. Note that this requirement affects the location of the lift station only, not the sizing.
2. The lift station must be located at or beyond the nearest downstream confluence outside the development. The maximum required amount of gravity sewer outside the development to meet this requirement shall be 100 linear feet per developed acre or 10,000-feet, whichever is less. This requirement may be waived if the lift station located within the proposed development area will serve more than two-times the service area requirement.
3. The lift station cannot be located upstream of an existing lift station. If the proposed lift station is upstream of an existing lift station, the developer shall install a gravity sewer line from the proposed development to convey flows to the existing lift station and upgrade the existing lift station as necessary. The maximum amount of gravity sewer line required outside the development shall be 100 linear feet per developed acre or 10,000-feet, whichever is less.
4. The lift station cannot be located downstream of an existing lift station. If the proposed lift station is downstream of an existing lift station, the developer shall install a gravity sewer line to convey the flow from the existing lift station to the proposed lift station, thus eliminating the existing lift station. The maximum amount of gravity sewer line required outside the development shall be 100 linear feet per developed acre or 10,000-feet, whichever is less. Furthermore, the developer may request, and the City may approve depending on applicability and condition, the reuse of equipment from the existing lift station. If the reuse of equipment is allowed, the developer must coordinate with the City and assume complete responsibility for the handling of all flows during the

transition period.

5. A waiver of any or all of the above requirements, Items 1-4, may be considered in the sole discretion of the City in any of the following cases:
 - a. The proposed lift station will eliminate two or more existing lift stations.
 - b. The proposed lift station will be eliminated by a future project or projects known to the City.
 - c. The total amount of gravity sewer required outside of the development (both upstream and downstream together) to satisfy all of the applicable requirements above, Items 1-4, is greater than 100 linear feet per developed acre or 10,000-feet. In this case, the City, on a case-by-case basis and at its discretion, will determine the best combination of requirements to locate the proposed lift station. In no case will the developer be required to install more than one 100 linear feet per developed acre or 10,000-feet, whichever is less, outside the development.
 - d. The City is compensated for the difference in cost to locate the lift station at a site that satisfies the applicable requirements above, Items 1-4, versus locating the lift station on the project site or another site proposed by the developer. The cost difference shall be determined by the City as provided in its Rules and Regulations.
6. If the proposed developed area covers more than one drainage area (e.g. parts of the development naturally drain to more than one location), the area shall be divided by its respective drainage pattern(s) and treated as separate developments where each lift station must meet these requirements separately.
7. No lift station will be permitted for a proposed development of less than forty (40) Equivalent Residential Units (E.R.U.) or a watershed having an estimated ultimate development of less than 80 E.R.U.
8. The lift station and incoming manholes shall be outside the 100-year flood zone wherever possible. If not reasonable and/or the City determines installation within the 100-year flood zone is acceptable, the lift station and incoming manholes shall be designed and constructed according to all applicable FEMA, NFIP, EPA, EPD, State, and local ordinances.
9. The deeded lot size shall be minimum 40-feet by 40-feet. The lift station shall be fenced minimum 30-feet by 30-feet with 6-inches of crushed stone

extending 6-inches outside fence.

10. The lift station layout shall be such that a driveway will access the pump loading point. The lift station access drive shall be paved with either concrete or asphalt, as directed by the City. The pump station driveway slope shall not exceed 10%. Drives shall be minimum twelve-feet wide and in accordance with Georgia D.O.T. standards and Douglas County standards for industrial roads. The sub-base shall be compacted to 95% standard proctor per ASTM D698 standards. For driveways over fifty feet in length, a turnaround will be required and shall be twenty-feet off the fence, 16-feet deep with a 15-foot radius to the driveway.
11. The pump station layout shall be configured so the station can be expanded to the ultimate size to pump the ultimate upstream flow. Initial and future land requirements including access for the pump station shall be obtained by the developer and donated to the City in fee simple.
12. A debris manhole is required inside the fence.
13. An odor control system, designed by a licensed, professional engineer, shall be provided on all lift stations. The odor control system shall meet the following minimum requirements:
 - a. Air shall be removed via applicable fan and induced through carbon media canister unit or other treatment device / method approved by the City.
 - b. Ductwork shall be plastic material and shall be UV rated or painted with UV rated paint.
 - c. Treatment unit (i.e. carbon canister) and fan shall be sized to treat air volume, at a minimum, as follows:
 1. Fan shall be sized to create negative pressure within wet well to prevent air escaping.
 2. Air volume treated shall be considered the volume displaced by the peak sewerage flows served by the lift station.
 3. Assume area for potential air seepage into and out of the wet well (i.e. around pump hatch openings, vents, cracks, etc.). Assume 1/8" thick.
 4. At a minimum, air velocity shall be assumed at 100 feet / minute.
 5. For Safety Factor, assume one (1) of the largest hatches remains open at all times.

14. Lift stations shall have a 6-foot high security fence topped with standard 3-strand barbed wire on angled extension arms. Fences shall be installed using 9-gauge fabric with 1-1/2-inch top rails and bottom tension wires; 2-inch line posts and 3-inch corner posts set in concrete 10-feet apart; 16-foot gate with 9 gauge cross-tension wires installed on 4-inch gate posts.

A vegetative screen shall be installed outside of the security fence such that the lift station will not be visible from off the lift station property except for penetrations required for access. The base of the vegetative screen shall be mulched.

15. A potable water supply line and backflow preventer is required on all lift stations. The water supply line must be capable of delivering a minimum of 20 gpm through a yard hydrant located within the lift station fence.
16. The backflow preventer shall be installed above grade, piped with brass or hard copper, inside a freeze protection cover certified to ASSE Standard 1060 Classes I, II, III with drain flap to allow a minimum discharge of 60 gpm. Cover shall be anchored to suitably sized concrete pad as specified by the manufacturer.
17. The yard hydrant shall be Simmons 800 Series freeze-proof with 3/4" hose connection, or approved equal. The base of the yard hydrant shall be installed in an adequately sized bed of #57 stone with a 2-foot by 2-foot splash pad at grade.

b. Wet Well Requirements

1. Design calculations, signed by a Professional Engineer, must be submitted to the City for review and shall contain the following computations:
 - a. Capacity at peak flow
 - b. System head – tabulated and plotted on pump performance curve
 - c. Cycle time – including starts per hour for peak flow and average flow conditions
 - d. Buoyancy calculations
 - e. Storage volume – volume available in the event of a power outage
2. Drainage basin flow shall be calculated for the natural drainage basin area flowing into the proposed lift station. Flow calculations shall be based upon acreage, usage per established zoning, anticipated densities and development type if there is evidence of potentially greater wastewater

flow being generated in excess of established zoning.

3. The lift station shall be sized based upon the anticipated upstream flow that will be realized in a seven-year period of basin development. The amount of development in a basin is judgmental and shall be determined by the City based on land use and zoning maps or other appropriate information.
4. Generally, the following minimum average daily flow rates and peaking factors are used for calculating estimated usage in the basin:
 - a. Residential Areas: 400 gpd per equivalent residential unit, with a peaking factor of 4.
 - b. Commercial and Industrial Areas: 2,000 gpd per acre of developed land, with a peaking factor of 4.0.
 - c. These values may increase depending on the actual development in the basin, as determined by the City on a case-by-case basis.
5. The lift station influent line invert shall be set so that all upstream gravity flow into the lift station can be achieved. The influent pipe shall be sized at a minimum slope per "10 State standard" for basin flow with a peaking factor of 2.5 (or greater as specified by the City).
6. The wet well shall be sized for peak flow conditions using a peaking factor of 4.0 (or greater as specified by the City). The allowable number of pump cycles per hour shall be determined by dividing the pump manufacturer recommended pump starts per hour by 1.3. The wet well shall have a plugged stub so that the gravity sewer system may be extended when future expansion allows, or an additional wet well can be installed and interconnected should future flows dictate additional wet well storage. The stub out shall be at least as large as the influent pipe, sized for the ultimate basin flow.
7. All sewer lift stations shall have additional wet well storage for a total capacity of at least three hours at the design flow rate. Storage volume shall be calculated between the high-level alarm and the lowest point of overflow (including basement elevations regardless of backflow valves in service lines). Storage may consist of any combination of line capacity, manhole capacity, and wet well volume. No corrugated metal pipe may be utilized for storage.
8. Wet wells shall be a minimum of 6-feet in diameter, or a minimum of 6-feet on each side, if not cylindrical. Wet wells shall be constructed of

reinforced concrete; precast concrete may be used on wet wells for smaller pump stations.

9. The interior of the wet well shall be protected against leakage and corrosion. If precast concrete is used, the joints shall be sealed to prevent infiltration and inflow. All exposed concrete and piping shall be epoxy coated. Epoxy coating shall conform to the specifications below. All guide rails, brackets, connectors, pump pull chains, etc. shall be stainless steel to resist corrosion.

Standard Epoxy Coating shall be a 100% solids, solvent-less two-component epoxy resin-coating system with increased bond strength and broad range chemical resistance. Apply a maximum of 40 mils in two applications over a smooth horizontal, vertical or overhead surface. The coverage will vary from 30 to 60 mils depending on the application.

In lieu of an epoxy coating, the wet well may be constructed of steel reinforced polymer concrete. Construction, installation, and testing shall be in accordance with the following standards, including but not limited to ASTM D 6783, ASTM C 478, ASTM C 443, ASTM C 923, ASTM C 33, and ASTM C 497.

10. The top of the wet well shall contain a lockable aluminum hatch cast into the top. The pump manufacturer shall specify the size of the wet well hatch. The top of the wet well shall extend 6" above finished grade.
11. Wet wells shall be provided with a positive ventilation capacity of 30 air changes per hour based on the wet well volume below grade and above the minimum wastewater level.
12. Pumps must be submersible pumps as manufactured by FLYGT, unless otherwise specified by the City. FLYGT N-series pumps shall be used when available. FLYGT C-series pumps shall be used when the N-series is not available. Pumps shall be constant speed and self-sealing with stainless steel guide rail systems. All pump motors shall be three phase.
13. Pumps and motors shall be sized to handle twice the design peak flow of the proposed development (but not less than the total of the proposed development plus any existing development tributary to the lift station) or the total upstream watershed, whichever is less. Pumps shall be sized when possible so that ultimate basin flow conditions can be achieved by increasing impeller size. In any case, a minimum of two pumps shall be located in the wet well, each sized such that if one pump fails, the remaining pump(s) can handle peak flow.
14. Provide factory test, startup by a supplier authorized by the manufacturer, and on-site testing of the system.

15. Provide spare parts as recommended by the manufacturer and required by the City.
16. All lift station site lights shall be LED type lighting fixtures.

c. Valve Vault and Force Main Requirements

1. The discharge piping from each pump shall be routed through the valve vault with check valves and shutoff valves on horizontal stretches of pipe. Check valves shall be placed upstream of shutoff valves. Connection of the discharge pipes should be accomplished outside and downstream of the valve vault.
2. Valve vaults, including walls and floor and top slab, shall be constructed of reinforced concrete; precast concrete may be used on valve vaults for smaller pump stations.
3. Either a round or square vault can be used to contain the check valves and shutoff valves. The vault shall be bedded on a minimum 12" of #57 stone. The top of the vault shall contain a minimum 30" by 30" aluminum lockable lid cast into the top, which shall extend 6" above finished grade.
4. The floor of the valve vault shall be sloped to a sump to collect water. A drain shall be provided in the sump, routed to the wet well with a backwater valve to prevent hazardous gases from entering the vault and flooding of the vault, respectively. The backwater valve shall be accessible for cleaning.
5. All force mains and fittings shall be ductile iron pipe per AWWA standard C151. Force main and fittings shall be installed per AWWA standards. All bends, tees and crosses shall be blocked or restrained. All fittings outside the wet well and valve vault shall be mechanical joints. All fittings inside the wet well and valve vault shall be flange-to-flange joints. Air release valve locations and sizes shall be as required by the City. Air release valves shall be installed in all high points and other areas as required by the City. All ductile iron force main pipes and fittings shall be lined with a ceramic epoxy lining such as Tnemec Series 431 Perma-Shield PL or approved equal. Alternative pipe materials may be allowed at the sole discretion of the City.
6. The force main shall be sized for a minimum of two feet per second flow with the pump station operating at minimum flow. Force main piping shall be at least 4-inches in diameter. Class of pipe shall be as required for working pressure plus surge pressure and as directed by the City. Sewer force mains shall have a minimum of 4 feet of cover.
7. A connection for a quick-connect bypass pump shall be provided in case

of complete station failure. The bypass connection shall be located in the single force main, downstream of where the pump discharges tie together. Plug valves shall be provided immediately upstream of the bypass connection to isolate the station during bypass and on the bypass branch to isolate the bypass connection during normal station operation.

8. Surge valves shall be utilized when force main surges are in excess of 150 psi. Surge valves shall be mechanical and shall be field adjustable from 0 to 100% of the rated pressure capacity.
9. Weighted arm, cushion swing check valves shall be used on the pump discharge as directed by the City. Pump check valves shall have adjustable rapid closure in the event of power failure.
10. Shutoff valves shall be either ball valves or plug valves, as determined by the City. Air release valves shall be manufactured by Crispin, A.R.I., H-TEC, or approved equal. Air release valves shall be stainless steel or plastic or have an epoxy coating both inside and outside.
11. Air release valves shall be installed in minimum 4-foot diameter manhole on 6-inches of #57 stone with an additional 6-inches of #57 stone inside manhole; bolt-down frame and cover cast into flat manhole top, flush with finished grade. Install a 2-inch wheel or ball valve between force main and air release valve.
12. All fittings, such as valves, nipples, unions, and tapping saddles, for air release valves shall be stainless steel.
13. An odor control unit shall be installed with the air release valve on all force mains 8-inches or larger. The unit shall connect directly to the air release valve and contain carbon or other suitable media for scrubbing of hydrogen sulfide gas. The unit shall be constructed of stainless steel or plastic, or have an epoxy coating both inside and outside.
14. Check valves shall be GA Industries or Val-Matic, or approved equal.

d. Electrical Requirements

1. Electrical service to lift stations shall be three phase.
2. Dual electric feeds are preferred at wastewater lift stations. If dual feeds are available, they shall be provided from the utility grid. If dual feeds are unavailable, a letter of exception must be obtained from the City of Villa Rica.
3. The electrical service pole with meter shall be located outside the fence with underground feeder to electrical distribution.

4. The lift station shall have a fused disconnect.
5. The security light shall be directional style and wired to a switch or breaker inside the pump control panel. The light shall be a sodium vapor light with 150-watt high-pressure luminaire with 120-volt ballast, photoelectric control, and heat and impact resistant lens.
6. For pump stations with pumps in excess of 88 hp, motor starters, motor control centers, and miscellaneous electric controls shall be housed in a building. Building architecture shall be per the requirements of the City. Pump control panels for stations below 88 hp shall be in accordance with the Control Panel section below.
7. Pump controls shall be Multitrode with Square D components. Power for the pump controls, alarms, and telemetry shall be provided by a minimum 5 KVA uninterruptible power supply. Electrical equipment and controls shall be furnished with surge arresters for protection against surges caused by lightning or switching. Reference the Control Panel section below for additional information.
8. Pump power cables shall enter the wet well above the force main and behind the pump guide rails.
9. Lift stations shall have telemetry installed to monitor power failure, high wet well pump failure and other sensing points as required by the City. Reference the Control Panel section below for additional information.
10. All wet wells with a water depth of 15 feet or less shall have a 2-meter probe. All wet wells with a water depth greater than 15 feet shall have a 3-meter probe.
11. The level control systems, telemetry and generator, and all associated equipment shall be of a brand, type, and configuration acceptable to the City and compatible with the City's existing sewer lift stations.
12. Provide spare parts as recommended by the manufacturer and required by the City.
13. An arc flash analysis shall be performed on all electrical equipment greater than 50 volts in accordance with NFPA 70E, latest edition. Said equipment shall be labeled per the results of the analysis. A written report with the analysis results shall be provided to the City.

e. General Control Panel Requirements

1. These control panel specifications shall be applicable for all lift stations

up to and including 88 horsepower. Lift stations greater than 88 horsepower are considered a special circumstance by the City, and the requirements thereof shall be determined by the City on a case-by-case basis and addressed in the Project Concept Meeting.

2. The pump station shall be operated by an on-site pump control panel / motor control center (MCC) which shall initiate and terminate pump operations based on the liquid levels within the wet well while providing the station with electrical protection and information and status displays. The control system shall operate the required number of pumps as specified on the drawing with power and performance characteristics as described in full, in the associated plans. The MCC shall provide for both manual and automatic control of the pumps to maintain a pumped down condition in the wet well. The control shall function as described below.
3. The automatic mode shall have a primary controller, redundant high and low floats to run and shutdown the pump(s) in the event of primary controller failure, and a tertiary function provided to shut down all pumps at a low liquid level to protect the pumps from operating in a dry condition.
4. The primary controller shall sense the liquid wet well levels through a conductance actuated probe set at a pre-determined level to initiate the lead pump on, lag pump(s) on, hi-level alarm and all pumps off. The normal operation is caused by the rising and falling levels of the liquid in the wet well meeting the designated pre-determined points. The lead pump will start followed by the subsequent or lag pumps if the wet well level rises sufficiently with all pumps stopping when the wet well level falls to a low point ceasing the demand for pump operation. Upon the pumps being turned off, the controller will reset and alternate the lead pump, the former lead pump to become the new lag pump. This shall equalize the run times for all pumps.
5. If the station inflow continues rise to the set point of the hi-level, an alarm will be activated and sound continuously. A high-level alarm light will simultaneously flash. The audible and visual alarms will continue until the wet well liquid level falls below the alarm point. Note that the audible alarm may be silenced manually, but the high-level alarm light shall continue to flash until the level falls sufficiently. If the wet well level continues to rise and reaches the Hi-Hi Level float, the redundant system shall assume control of the station and shall initiate a call for the lead pump to come on, followed by an additional call for the lag pump to come on after a specified brief time delay. Both pumps shall continue to operate until deactivated by either the primary controller reassuming control or the low-level float set at a comparable low point.
6. The control system shall be designed, approved, fabricated to either UL

508A or UL 698A standards as applicable with appropriate addenda and be assigned its individual UL certification serial number by a UL Certified panel builder for Industrial Control Panels for Hazardous Locations.

7. The equipment and component descriptions listed below are provided as a guide and does not relieve the supplier from providing a system that will operate as intended by the designer and required by the application. It is the supplier's responsibility to seek timely clarification on all relevant issues associated with this equipment and project.

- i. CONTROL PANEL SPECIFICATIONS

- 1) PUMP CONTROL PANEL / MOTOR CONTROL CENTER (MCC) ENCLOSURE: The enclosure shall be a 14-gauge, NEMA 4X rated enclosure manufactured from 304 stainless steel. The enclosure shall be a wall-mounted type with a minimum depth of 12" and sized to adequately house all components with appropriate spacing and 10% spare interior back plate space for future upgrades. The door gasket shall be of rubber composition with a retainer to assure a positive weatherproof seal. The door shall open a minimum of 180 degrees. An engraved phenolic label shall be affixed to the front of the panel describing the panel's function.
- 2) INNER DEAD FRONT DOOR: A brushed aluminum dead front door shall be mounted on a continuous aircraft type hinge within the enclosure to separate operator accessible control and status functions from the live internal components and wiring within the interior compartment. It shall contain cutouts for mounted operational and status components/devices such as control switches, indicator pilot lights, elapsed time meters, a Ground Fault Circuit Interrupting Receptacle (GFCI) as well as any other devices requiring operator access as necessary. Further cutouts for breaker handles shall allow operation of breakers without entering the interior compartment. The dead front door shall open a minimum of 150 degrees to allow access to the interior compartment for maintenance by qualified personnel. A 3/4" break shall be formed around the perimeter of the dead front to provide structural rigidity.
- 3) INTERIOR BACK PLATE: The back plate shall be manufactured of 12-gauge steel and shall be finished with a primer coat and two (2) additional coats of baked-on white enamel. All hardware mounted to the back plate shall be attached with 304 stainless steel machine screws and threaded and tapped holes. Sheet metal screws are not acceptable. All devices shall be

permanently labeled and identified with engraved phenolic labels adhered to the back plate at locations easily identifying the component.

4) **CONTROL PANEL IDENTIFICATION:** An engraved phenolic label shall be affixed to the front of the Inner Dead Front Door and shall include the following information:

- I. Project Name
- II. Control Panel Serial Number
- III. Pump Manufacturer, Model, and Impeller Code and/or Trim
- IV. Pump Horsepower and Full Load Amps at Rated Voltage
- V. Incoming Power Voltage, Phase and Frequency
- VI. Pump Control Panel (MCC) Manufacturer

ii. **CONTROL PANEL POWER DISTRIBUTION**

- 1) The panel's service power distribution shall include all necessary components and be completely wired with stranded, tin-plated, machined-tooled copper conductors rated at 90 degrees C. All conductor terminations shall be easily accessible and as recommended by the device manufacturer. All control conductors shall be identified with wire markers at each end, as close as practical to the end of the conductor.
- 2) **CIRCUIT BREAKERS:** All circuit breakers shall be Square D Type FAL, KAL, LAL, or MAL, depending on applicable current requirements, heavy-duty thermal magnetic molded case circuit breakers or motor circuit protectors and shall be permanent trip, UL Listed, CSA Certified, IEC Rated and shall meet the requirements of Federal Specification Number W-C-375B/GEN. Each motor breaker shall be adequately sized to meet the pump motor operating characteristics and shall have a minimum of 14,000 amps interrupting capacity at 480 VAC. Heavy-duty circuit breakers shall be used to protect the control circuit.
- 3) **TRANSFORMERS:** Control transformers (5 KVA minimum) shall be UL Listed and shall be used to produce the 120 VAC and/or 24 VAC for control pilot circuits. The transformers shall be fused on both the primary and secondary circuits. The secondary circuits shall be grounded. Transformers shall be sized to provide for internal control pilot circuit use and to provide for

a convenience utility outlet (20 Amp single-pole), a SCADA (RTU) circuit (15 Amp single-pole), area lighting (15 Amp single-pole) and a spare 20 Amp single-pole circuit breaker. On installations with a permanent stand-by generator there shall be a 20 Amp single-pole circuit breaker for a block heater (within the generator) and a 20 Amp single-pole circuit breaker for a battery charger (within the generator).

- 4) **MOTOR STARTERS (ACROSS-THE-LINE) REQUIRED FOR LESS THAN 30 HP PUMPS:** Motor starters shall be UL Listed open frame, across-the-line, NEMA rated with individual overload protection in each leg. If one leg opens, all legs must open. Motor starter contacts and coil shall be replaceable from the front of the starter without removal from its mounted position. Overload heaters shall be block type, utilizing melting alloy spindles and shall have visual trip indication. Overloads shall be sized for the full load amperage draw of the pumps. Adjustable type overloads, definite purpose contactors, fractional size starters and horsepower rated contactors or relays shall not be acceptable.
- 5) **MOTOR STARTERS (SOLID-STATE REDUCED VOLTAGE) REQUIRED FOR 30 HP PUMPS AND ABOVE:**
 - I. Motor starters shall be UL Listed solid-state reduced voltage (SSRV) starters. The SSRV shall include a digital keypad for adjusting the soft starter parameters, viewing process values and motor and soft starter status.
 - II. The motor shall be automatically protected from solid-state component failure by an isolation contactor that opens when the motor is stopped or when the controller detects a fault condition, including a shorted silicon control rectifier (SCR). The SSRV shall utilize an SCR bridge consisting of at least two
(2) SCR's per phase to control the starting and stopping of the pump motors.
 - III. The soft start shall provide torque control for linear acceleration independent of motor load or application type without external feedback. The gating of the SCR's shall be controlled in such a manner as to ensure stable and linear acceleration ramp. The soft starter shall be controlled by a microprocessor that continuously monitors the current and controls the phasing of the SCR's. Analog control algorithms

shall not be allowed.

- IV. The SSRV shall automatically and continuously adapt for operation at 60 Hertz with a frequency tolerance of $\pm 5\%$. By configuration, it shall be capable of operation at a varying supply line frequency of $\pm 20\%$ during steady state operation. Further, the soft start shall be capable of supplying 400% of rated full load current for 23 seconds at maximum ambient temperature and of 10 evenly spaced starts per hour at 400% of full rated current for 12 seconds per start.
- V. The SCR's shall have a minimum Peak Instantaneous Voltage (PIV) rating of 1800 VAC. Lower rated SCR's with Metal Oxide Varistor (MOV) protection are not acceptable. All programming / configuration devices, display units and field control wiring terminals shall be accessible on the front of the control module. Exposure to control circuit boards or electrical power devices during routine adjustments is prohibited.

iii. CONTROL PANEL SYSTEM OPERATIONS

- 1) Each pump shall have a three-position Hand/Off/Automatic (HOA) switch mounted on the dead front door for the selection of the operational mode of each pump. The "Hand" position will be an operator selected means of manually turning the pump on, the "Off" position will be an operator selected means of manually turning the pump off and making the pump unavailable for automatic running and the "Automatic" position shall place the pump in the automatic control of the Multi-Smart pump controller. The switches shall be NEMA 4X rated with 10 Amp contacts and be labeled by a position indicating legend plate.
- 2) In summary, in the Hand position the operator may run the pumps in the manual mode, by-passing all other automatic features of the controller except final dry pit shutdown for reduced amps draw indicating a lack of fluid at the impeller and/or shutdown on moisture/temperature alarm. The Off position will render the pump non-responsive to any call for operation until switched to either the manual hand or automatic modes. The automatic position will cause the pump(s) to operate or stop at the demands of either the probe, as further described below, or redundant floats. There shall be a low float to shut down all pumps when the wet well level falls below the predetermined elevation of the low float. There shall also be a high float to run all pumps, with a

predetermined time delay between the starting of pumps, when the wet well level rises above the predetermined elevation of the high float. This high float shall also initiate the "Wet well Hi-Hi Level" alarm.

- 3) A UL Listed Multi-Smart pump controller by MultiTrode shall be provided to operate the system based on conductance actuated by the wet well liquid level utilizing a single piece multi-sensored probe interfacing with intrinsically safe barriers for pump operation and level alarms. This controller shall be the primary controller for the pump station.
- 4) The controller is a self-contained device and shall monitor and control the operation of all pumps and alarms. Status information for the pumps, pump fault status, mode of operation, next pump to start status and level alarms shall be clearly indicated on the front display.
- 5) The controller shall allow all essential operating parameters to be adjusted via the front keypad or via a communication port as a connection link to other MultiTrode equipment or other "smart" monitoring and control equipment either on or off the station site. These parameters shall include setting levels, time delays, probe sensitivities, pump alternation, hand-off-automatic selection and fault resets. Level information is accepted from a MultiTrode probe or an analog device as either 4-20 mA or 0-10 V and the controller keypad can be disabled to prevent unauthorized keyboard entry.

iv. CONTROL PANEL ANCILLARY EQUIPMENT

- 1) ELAPSED TIME METER: Individual pump UL Listed 120 VAC non-resettable elapsed time meters (6 digit and tenths) shall be mounted on the dead front door to indicate and record the number of each pump's running hours.
- 2) SYSTEM STATUS INDICATORS: Indicator lights shall be mounted on the dead front door and include the following:
 - I. Green – Pump Run, individual lights to indicate pump has been called to run.
 - II. Red – Pump Fault, individual lights to indicate the pump has failed for whatever reason.
 - III. White – Power On indicates power is on to the MCC.

IV. Amber – Hi-Level or Hi-hi Level Alarm Light.

- 3) **MOTOR THERMAL SENSORS AND SEAL LEAKAGE MONITORING:** The Multi-Smart pump controller shall monitor the embedded motor thermal sensors and pump seal leakage sensors when available within the pump. The circuitry shall operate on the current sensing principle whereby any changes reflecting high motor temperature or fluid intrusion into the pump will either stop or prevent the pump from starting. An illuminated light on the controller shall indicate the failure mode and the status will be sent to the SCADA through connections to the external contacts provided for the SCADA. The status of the pumps shall be indicated by LED lights on the face of the controller, as status indicator lights on the dead front door and by signal to the dry contacts for the remote SCADA system.
- 4) **VISUAL AND AUDIBLE ALARM SYSTEM:** All alarm components shall be UL Listed. High wet well level conditions shall be sensed by either the primary probe sensors or the redundant Hi-hi Level float, which shall cause the alarm light and the alert horn to come on. The alarm light shall be a MCC externally top-mounted weatherproof, shatterproof, flashing red light fixture with a 130 VAC incandescent 40 Watt bulb, which shall flash until the alarm condition ceases. The alarm horn shall emit a sound of not less than 90 db at 10 feet and shall have a manual silence switch, in order for the operator investigating the alarm condition to silence the alarm horn.
- 5) **CONDENSATE HEATER:** An internal UL Listed 100-watt 120 VAC condensate heater recognized for industrial control panels shall be provided to minimize condensation within the control panel. The heater shall be thermostatically controlled to maintain the temperature above the dew point.
- 6) **VENTILATION FAN:** Adequate ventilation fan(s) shall be provided for all MCC's. The fan shall be a UL Listed 120 VAC NEMA 4X stainless steel device, suitably sized to maintain temperatures below the maximum recommended by the transformer, VFD, and/or SSRV manufacturer.
- 7) **OPERATOR'S TROUBLE LIGHT:** An internal UL Listed fluorescent trouble light 120 VAC sized appropriately for the enclosure size shall be installed to illuminate the interior compartments of the enclosure and shall operate via a micro switch so that when the dead front door is opened, the interior compartment is illuminated automatically.

- 8) SCADA INFORMATION FOR REMOTE MONITORING: Separate dry contacts shall be factory wired to individual terminals to provide operational information and status data to the remote off- site SCADA system. The following contacts shall be provided as a minimum:

I. Pump Status (Individual Alarms for Each Pump)

- (i) Pump Run
- (ii) Pump Overload
- (iii) Pump Seal Leakage Alarm
- (iv) Pump Soft Start Starter Failure (if used)

II. Power Status

- (i) Phase Loss
- (ii) Normal Power Failure

III. Generator Status

- (i) Generator Run
- (ii) Emergency Power (Transfer Switch Activation)
- (iii) Generator Common Alarm (to be wired to all additional generator alarms)

IV. Alarm Status

- (i) Wet well Hi-Level
- (ii) Wet well Hi-Hi Level
- (iii) Pump Station Disabled

- 9) LIGHTNING ARESTOR: The lightning arrestor shall be UL Listed and meet the requirements of NEC Article 280, ANSI/IEEE C62.41- 1991 as an appropriate 3 phase service device with a maximum 600 Volt phase to ground rating.

- 10) LIGHTNING TRANSIENT PROTECTION: Each complete suppression device shall be rated at 650 VAC phase-to-ground

maximum and be UL listed as a secondary surge arrester, bear CSA certification and meet both the standards of ANSI/IEEE C62-11- 1987 NEC Article 280 for suitability in indoor and outdoor applications and service entrance locations. It shall be selected for proper operation based on the full load capacity of the MCC and operate at a speed and of sufficient capacity to protect the MCC and associated equipment in case of lightning-transient/power surges.

- 11) PHASE MONITOR: A UL Listed, line voltage rated, adjustable, phase monitor shall be installed to sense high and low voltage, loss of power, phase reversal and loss of phase and shall indicate which fault has occurred. The self-indicating phase monitor shall provide troubleshooting analysis of the MCC service power via red, green or flashing lights, with a legend printed on the front of the device. The control circuit shall de-energize upon sensing any of the faults and shall automatically restore service upon return to normal power. An auxiliary dry contact shall be provided for SCADA indication.
- 12) WET WELL LIQUID LEVEL SENSORS: For the purposes of standardization and appropriate interface with the Multi-Smart primary controllers and redundant devices, all conductivity probes or pressure transducers (MTPT) shall be as manufactured by MultiTrode, Inc. of Boca Raton, FL. All liquid level floats shall be as manufactured by ITT Flygt Corporation of Trumbull, CT. Cable lengths shall be as shown on the plan drawings and as confirmed by the written specifications with a minimum of 10-feet of additional cable for field connection and fit.
- 13) PORTABLE GENERATOR (BY OTHERS) REQUIREMENTS:
 - I. Main and emergency breakers shall be interlocked using a walking beam type interlock. While both breakers may be in the "off" position at the same time, the walking beam shall not allow both breakers to be in the "on" position simultaneously.
 - II. The MCC shall have a UL Listed emergency generator receptacle mounted to the right-side exterior of the MCC enclosure and shall, for standardization purposes, be as manufactured by Crouse Hinds, Model AR1042 (100 Amp, 480 VAC/230 VAC) or AR2042 (200 Amp, 480 VAC/230 VAC).
- 14) PERMANENT GENERATOR REQUIREMENTS: The

Automatic Transfer Switch shall be located outside of the MCC enclosure for any pump station with a permanently installed, stand-by generator and shall be provided by the generator supplier. Generator status indicators shall be provided by the MCC manufacturer as previously described.

v. CONTROL PANEL MISCELLANEOUS REQUIREMENTS

- 1) DRAWINGS: A final, "as built" schematic drawing encapsulated in clear self-adhesive laminating plastic shall be affixed to the inside of the front outer door with defining legends as well as other required and appropriate information, warning stickers and UL Certification Serial Number.
- 2) PRE-SHIPMENT FACTORY QUALITY ASSURANCE TESTING: All pump station control panels (MCC's) shall be tested on the designated service power for all specified functions to the maximum extent practicable in the manufacturer's shop prior to shipping to assure proper operation and integrity of the MCC. The owner may elect to be present during such testing and shall coordinate such with the manufacturer if desired.
- 3) FIELD START-UP OF PUMP STATION:
 - I. The contractor shall coordinate and provide assistance as necessary to the pump manufacturer or their designated representative, the generator supplier or their designated representative and the MCC manufacturer for field start-up of the station at an appointed time with appropriate supervision by the owner.
 - II. No pump shall be started without the express approval of the on-site pump representative and no power shall be applied to the MCC for the purposes of operating the pump(s) without the express approval of the on-site MCC manufacturer representative and no generator power shall be applied without the express approval of the generator supplier.
 - III. A start-up report shall be written and forwarded to both the contractor and owner within ten (10) business days of the final start-up activity approving the successful installation and start-up operation of the pump station.
 - IV. The MCC manufacturer shall provide operation and maintenance training to the operators available or as

otherwise arranged by the contractor on behalf of the owner and shall turn over a minimum of three (3) sets of O & M manuals to the senior owner representative present.

- 4) **MANUFACTURER'S WARRANTY:** The manufacturer of the MCC shall warrant the control for design, materials and workmanship for a period of five (5) years from the date of shipment. Such warranty is limited to repair or replacement as necessary for the proper operation of the pump station and as determined by the manufacturer and does not provide for alterations, modifications or interference by others, negligence, willful destruction or misuse or acts of God.
- 5) **PUMP CONTROL PANEL /MOTOR CONTROL CENTER (MCC) MANUFACTURER:** The MCC manufacturer shall be currently certified by Underwriter Laboratories, Inc. as a UL 508A and UL 698A control panel shop for the design and fabrication of Industrial Control Panels for Hazardous Locations and shall be approved to certify, assign and affix individual UL serial numbers for each control built to applicable UL standards with appropriate addenda. The control manufacturer shall further be UL 914A approved to field configure, adapt and modify non-UL controls to UL standards suitable for field certification, assignment and affixing of an individual UL serial number.
- 6) **STORAGE:** All pump control panels shall be stored on pallets and out of all possibility of sustaining weather-related damage from wind, snow, ice, rain, lightening or other unforeseen incidences which may allow damage such as vehicular traffic, construction, vandalism, tampering or curiosity.
- 7) **GROUNDING:** The MCC shall be grounded in accordance with Article 250 of the National Electric Code with no deviations permitted.
- 8) **WIRE CONDUITS:** Pump power cables shall be run in conduit separate from conduit containing cable from the sensors (probes, floats or transducers). Conduits shall be appropriately sized, planned and installed to protect the cables entering the wet well and to allow easy replacement of the sensors and cables if necessary. Conduit entry into the MCC enclosure shall use "seal offs" to prevent gas or moisture intrusion from the wet well.

vi. Generator Requirements

- 1) All sewer lift stations shall have a standby electrical generator

with an electronic transfer switch that will automatically switch the station to generator power when the electric utility power system fails. The generator shall self-test at least once per week. Telemetry is required on all lift stations regardless of basin and shall monitor the status of the generator.

- 2) The standby generator shall be commissioned in accordance with NFPA 110 Standards. Provide factory test, startup by a supplier authorized by the manufacturer, and on-site testing of the system.
- 3) The generator shall be housed in a weatherproof enclosure. Quiet site soundproofing shall be provided to reduce noise to 70 db at a distance of 7 meters for diesel powered generators.
- 4) The entire standby generator set shall be warranted for a period of five years from the date of commissioning.
- 5) Outdoor weather-protective housing with critical grade exhaust muffler shall be installed. The housing shall have hinged side access doors and a rear control door. All doors shall be lockable. All sheet metal shall be primed for corrosion protection and finish painted with the manufacturer's standard color. Vibration isolators as recommended by the generator set manufacturer shall be provided. The generator must be mounted far enough away from obstructions to allow all doors to be opened 90°. All conduits and gas lines shall be installed underground. Equipment shall be installed on concrete housekeeping pads. Equipment shall be permanently fastened to the pad in accordance with manufacturer's instructions and seismic requirements of the site.
- 6) Generator shall be supplied with all auxiliary systems necessary for operation (i.e. batteries, battery charger, block heater, etc.).
- 7) Engine mounted, thermostatically controlled, coolant heater(s) shall be required for each engine. Heater voltage shall be as required by the manufacturer. The coolant heater shall be UL499 listed and labeled.
 - I. The coolant heater shall be installed on the engine with silicone hose connections. The coolant heater installation shall be specifically designed to provide proper venting of the system. The coolant heaters shall be installed using quarter turn ball valves to isolate the heater for replacement of the heater element. The quarter turn ball valves shall allow the heater element to be replaced without draining the engine cooling system or significant coolant loss.

- II. An AC power connection box shall be provided for a single AC power connection to the coolant heater system.
 - III. The coolant heater(s) shall be sized as recommended by the engine manufacturer to warm the engine to a minimum of 100°F (40°C) in a 40°F ambient, in compliance with NFPA 110 requirements, or the temperature required for starting and load pickup requirements of the particular lift station.
- 8) The generator set shall operate at 1800 rpm and at a voltage of as specified by the City. The power supply shall be three-phase, four-wire, and 60 hertz. Voltage regulation shall be plus or minus 1.0 percent for any constant load between no load and rated load. Random voltage variation with any steady load from no load to full load shall not exceed plus or minus 0.5 percent. Frequency regulation shall be isochronous from steady state no load to steady state rated load. Random frequency variation with any steady load from no load to full load shall not exceed plus or minus 0.25%. An electronic governor system shall provide automatic isochronous frequency regulation.
 - 9) The generator set shall be provided with a mounted main line circuit breaker, sized to carry the rated output current of the generator set on a continuous basis.
 - 10) The standby power system shall include an automatic transfer switch. Transfer switch shall be rated for 100% of full load. This switch shall be provided with indicators for all phases of operation and be equipped with a fully programmable timer for exercising the equipment. The switch must be selectable for load or no load. The switch shall be configured with in-phase transition or neutral delay.
 - 11) The generator shall be load tested at 100% full load on site for a period of four hours using resistive load banks. Notify the City inspector prior to test, and provide certification letter from the manufacturer.
 - 12) Three complete sets of O & M manuals and keys shall be provided for the generator and the automatic transfer switch.
 - 13) The generator control system must include a programmable control device to allow automatic start-up and test functions. Test functions can be programmed for daily, weekly or monthly testing. Connections for remote monitoring of function and failure must be provided.

- 14) Pump stations are required to have continuous standby power. All generators shall
- 15) Consideration of an engine driven pump or standby pump station in lieu of a generator will be considered on a case-by-case basis at the sole discretion of the City.
- 16) Generators can be obtained from the following manufacturers/representatives:
 - I. Caterpillar
 - II. Cummins-Onan
 - III. MTU Detroit
- 17) The generator set shall be serviced by a local service organization that is trained and factory certified in generator set service. The supplier shall maintain an inventory of critical replacement parts at the local service organization, and in-service vehicles. The service organization shall be on call 24 hours per day, 365 days per year.
- 18) The generator manufacturer shall provide a 60-month comprehensive warranty to include parts and labor. The warranty shall be comprehensive. No deductibles shall be allowed for travel time, service hours, repair parts cost, etc.
- 19) Transfer switches shall be in NEMA-4X enclosure obtained from the following manufacturers/representatives:
 - I. Cummins-Onan
 - II. ASCO
 - III. GE Zenith
- 20) The transfer switches shall be configured to switch back when power is restored to the station.
- 21) The generator shall be installed on a suitably sized concrete pad and a generator ground grid shall be provided. The ground grid design shall be in accordance with the National Electric Code (NEC) and subject to City approval.
- 22) The equipment supplier shall provide training for the facility operating personnel covering operation and maintenance of the

equipment provided. The training program shall be not less than 4 hours in duration. Training date shall be coordinated with the facility owner.

vii) Spare Parts

- 1) Lift stations shall be supplied with a spare complete pump/motor combination plus a complete set of manufacturer's recommended spare parts.

IT IS SO ORDAINED on this the _____ day of December 8, 2020.

Gil McDougal, Mayor

Attest:

Alisa Doyal, City Clerk



CITY OF VILLA RICA

City Council Packet

SUBJECT: Amendment to the Villa Rica Zoning Ordinance – Residential Subdivision Design Guidelines

CITY COUNCIL AGENDA DATE: February 9th, 2021

PLANNING COMMISSION DATE: January 5th, 2021

DATE: December 16th, 2020

PREPARED BY: Chris Montesinos, AICP
Deputy Director of Community Development

FISCAL IMPACT:

ANNUAL – N/A

CAPITAL – N/A

OTHER – N/A

FUNDING SOURCE: N/A

PURPOSE: An amendment to the Villa Rica Zoning Ordinance establishing guidelines to assist developers, City Staff, members of the Planning & Zoning Commission, and Mayor and City Councilmembers when evaluating the quality of a proposed residential subdivision conceptual plan.

BACKGROUND: The City has adopted design standards for single-family residential developments. However, there are countless Best Practices in urban design and quality development that are not codified due to universal impracticality for all sites. City Staff has developed a Zoning Supplement to Article 3 (Zoning Ordinance) entitled Residential Subdivision Design Guideline – this is a marriage between what is required in the Zoning Ordinance along with recommendations that lend to more sustainable residential developments. The guidelines address subdivision layouts, architectural design, finishes, landscaping, accessory structures, and responsibilities for review and enforcement. The Guidelines will provide some level of flexibility to key decision makers and elected official when a developer may not be able to comply with certain requirements, which may be supplemented by other recommendations identified in the guidelines.

STAFF RECOMMENDATION: In Staff encourages the adoption of the Residential Subdivision Design Standards as it will provide additional flexibility and quality assurances during the course of project approval and development for residential subdivisions. It also adds to the toolbox of resources appointed and elected officials can use to encourage higher quality and sustainable residential neighborhood development.

IMPACT: Enhances quality growth while providing decision makers with greater flexibility and options to ensuring quality residential development.

MOTION: I move to APPROVE the Zoning Supplement to Article 3 – Villa Rica Zoning Ordinance establishing Residential Subdivision Design Guidelines.

ARTICLE 3

Zoning Supplement

RESIDENTIAL SUBDIVISION DESIGN GUIDELINES

City of Villa Rica, Georgia

571 W. Bankhead Highway

Villa Rica, GA 30180

Phone: (770) 459-7000

Email: info@villarica.org





TABLE OF CONTENTS

Table of Contents	1	Color	9
Introduction	1	Door, Window and Corner Trim ..	10
How to Use This Document.....	2	Illumination	10
Applicability	2	Entries	11
Alternative Compliance	3	Garages	11
Goals	3	Landscape Features	12
Residential Site Development	4	Planting Design	11
Context for New and Infill		Irrigation	12
Development	4	Other	12
Vehicular Circulation	4	Accessory Structures	13
Pedestrian Circulation	4	Storage Structures	13
Common Open Space	4	Mailboxes	13
Corner Lots	5	Walls and Fences	13
Driveway Width	5	Entry Signs	13
Anti-monotony	5	Procedure for Modification of	
Residential Architecture	6	Residential Design Guidelines	14
Front Facade	6	Application	14
Side and Rear Façade	6	Planning & Zoning Commission ..	14
Roofline	7	Decision	15
Exterior Materials	8	Commitments	15
Material Placement	9	Modification or Termination	15

INTRODUCTION

The goal of these residential design guidelines is to produce quality, well-designed neighborhoods and homes in which Villa Rica residents can live “the American Dream”. The guidelines serve to implement the goals and policies contained in the “Building Neighborhoods” chapter of the Villa Rica

Comprehensive Plan. Themes repeated by City residents during the Comprehensive Plan process produced the following goals:

- Enhance neighborhood image by adopting design guidelines for sustainable, pedestrian-scale neighborhoods which would address amenities such as architectural features, building materials, pedestrian links, lighting, street trees and signage.
- Consider the desired quality of life when investing in infrastructure such as streets, lighting, signs, support neighborhood connectivity and walkability, protect and preserve wooded areas, and provided visually and physically accessible open space.

The following standards are encouraged to ensure that a quality visual environment and a sense of place are created, and to encourage a diversity of housing choice and opportunity.



Introduction

RESIDENTIAL SUBDIVISION DESIGN GUIDELINES

HOW TO USE THIS DOCUMENT

The purpose of the Residential Subdivision Design Guidelines is to support and further implement the intent of the Residential Design Standards in Chapter 9 of the Villa Rica City Zoning Ordinance, adopted effective date of August 10, 2020, and to provide developers and builders with a better understanding of the City's expectations for well- designed neighborhoods and homes.

Within these guidelines, there are standards that are required and standards that are recommended. Some of standards found in the Zoning Ordinance are repeated in this document, designated in bold type. In some categories, the applicant may be required to choose a certain number of items from a list to satisfy the requirement. In recognition that not all design criteria may be workable or appropriate for each proposed project, the Community Development Director and the Planning & Zoning Commission may interpret the recommended items with some flexibility as they are applied to specific proposals and the Planning & Zoning Commission may, in its discretion, authorize and approve modifications from the additional requirements and standards.

The overall objective will be to ensure that the main principles of the Design Guidelines are followed in each case.

APPLICABILITY

These Design Guidelines should be used for residential development requiring a major primary and secondary plat or development plans. Development proposals for projects containing three (3) dwelling units or less are exempt from these standards. However, such projects will be reviewed by City staff for general compliance with these standards.

Applicants should discuss specific zoning code requirements with the Community Development Department. Existing residential structures that expand or are altered by more than thirty-five (35) percent of the building's existing square footage are also subject to the standards.

Subdivisions designated and Planned Unit Development (PUD) are each subject to design guidelines contained in separate documents and adopted separately from this ordinance. Set forth below are key steps in the development process and points at which the design standards should be consulted and applied:

- Locate the property and identify the applicable zoning district.
- Discuss the proposed project with City staff (informal discussion only).
- Prepare the Development Plan and building design using the minimum design standards in conjunction with relevant chapters of the Zoning Ordinance and other applicable development regulations and policies.
- Complete the developer's checklist to ensure conformance with the design standards.



Alternative Compliance

Upon request by an applicant, the Community Development Director may approve alternatives that may be substituted in whole or in part for a specific requirement that meets the standards of these guidelines.

GOALS

These Design Guidelines attempt to accomplish the goals to:

- Guide the development of housing in order to create a stronger sense of community.
- Preserve the sense of small-scale, residential communities surrounded by rural open space.
- Provide high quality housing for all sectors of the housing market.
- Encourage greater variety in housing types, development styles, site planning and density mixes in order to provide more diversity and visual interest in the City's residential development, while preserving the predominantly single-family residential character.
- Encourage the development of neighborhoods that provide a high quality living environment and generate civic pride.
- Encourage a harmonious development pattern that respects and responds to the character of the surrounding built and natural environments.



Left: Visually and physically accessible open space enhances and provides value to the entire community.



Site Development

RESIDENTIAL SUBDIVISION DESIGN GUIDELINES

RESIDENTIAL SITE DEVELOPMENT

Context for New and Infill Development

New development should not be so different in character that it is visually incompatible with existing development. Elements that can contribute to the creation of a distinct image include the architecture, street layout and design, landscaping, integration of open space and entry treatment. Building design should complement surrounding development. Guidelines:

- In areas that possess strong existing development character, the building design should respect the predominant characteristics of neighborhood development, such as height, massing, setbacks, materials and architectural style.

See Also: Chapter V:
Infill Development
Standards of the
Villa Rica Zoning
Ordinance

Vehicular Circulation

Streets play a primary role in establishing the foundation for neighborhoods. The site design of a neighborhood should promote connectivity between neighborhoods, allow access to local destinations without requiring residents to use major arterials and should minimize the potential for through traffic.

Guidelines:

- "Complete streets" should be provided that include sidewalks on both sides, tree lawns, provisions for bicycles, and pedestrian scale lighting.

Pedestrian Circulation

Ordinance Requirements:

- Sidewalks, a minimum of five (5) feet in width, shall be included on both sides of the street in accordance with the City's Development Standards.
- Guidelines:
- Sidewalks or multiuse paths should also be provided on the perimeter of a subdivision, and in areas to connect to, through and around community recreational facilities or open space.
- Sidewalks should be separated from the travelways by a landscape strip to provide safety for pedestrians. A determination shall be made by the Director regarding infill lots.

Common Open Space

Open space areas should visually unify a development and provide enhanced pedestrian circulation within the development. Neighborhood open space should be located to maximize its visual and functional benefits.

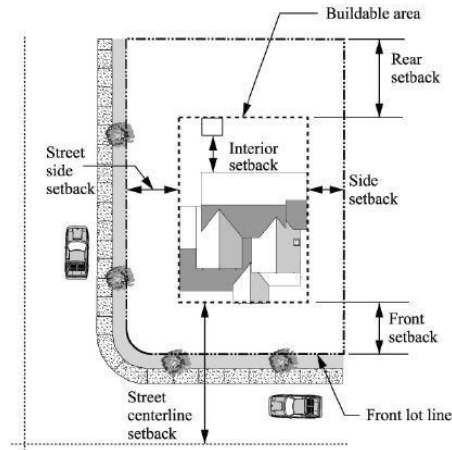
Ordinance Requirements:

- Common open space shall be provided in conformance with Section 7.13 – Open Space Requirement of the Zoning Ordinance.
- Guidelines:
- Common open space areas should be sited to take advantage of views out from the site and help preserve views to significant architectural and landscape features within the site.
- Neighborhood open space should also tie into City-wide or regional open space systems including public parks, bicycle, pedestrian and equestrian pathways.

Corner Lots

Guidelines:

- To alleviate blank expanses of siding facing the street, residences built on corner lots should include a minimum of three (3) windows on the side of the home facing the street (street side setback).



Above: Windows on street side

Driveway Width

Driveways should provide adequate access to off-street parking, but the amount of pavement should be minimized so as not to dominate the lot frontage.

Ordinance Requirements:

- For single- and two-family residential uses the minimum driveway width shall be twelve (12) feet.
- Driveways shall taper to a maximum width of twenty (20) feet at the property line.

Guidelines:

- Pervious hard surface pavement is recommended as a viable option for residential off-street parking.
- Hollywood Strip driveways are permissible.

Anti-monotony

Monotonous housing development creates a lack of character and an inability to easily distinguish one neighborhood from another. A string of homes with same-model elevations should be avoided.

Landscaping can be used to create diversity and distinction between houses of similar design. A variety of landscaping height, various placements of landscaping elements within the yard, grading, and other landscaping elements can break up monotony and add to a neighborhood's character. Refer to the Landscape Features section on page 13 of these guidelines.

Ordinance Requirements:

- Mirror images of the same configuration/elevation do not meet the requirement.
- No house shall be of the same front elevation design as any other house within two (2) houses to each side of the subject lot nor directly across the street.
- No single front elevation design may be applied to more than twenty-five percent (25%) of the front elevations within any single phase of a development.

Guidelines:

- All homes built to the front setback should be varied to avoid a canyon-like street pattern.

Setback

- variations need to be at least three (3) feet to be effective.



Residential Architecture

RESIDENTIAL SUBDIVISION DESIGN GUIDELINES

RESIDENTIAL ARCHITECTURE

Front Facade

Residential front facades play a significant role in creating the image of a neighborhood and contribute to defining the character. Facade components should correspond to the scale of the human form. A facade is composed of several architectural elements which are each addressed below.

Ordinance Requirements:

- Each front elevation shall include architectural elements from the following list that total a minimum of four (4) points. Unless specified, all features are worth one (1) point:
 - Front porch, minimum eight (8) feet in width and four (4) feet in depth supported by columns and with a rail (2 points)
 - A separate overhead door for each single garage bay
 - Side-loaded or court-entry garage (2 points)
 - Brick, stone or textured concrete masonry on one hundred percent (100%) of the front elevation (excluding openings)
 - Turret
 - Two (2) or more roof planes visible (change in elevation or direction of roof ridge) on the front of the house
 - Veranda/balcony
 - At least four (4) feet of relief at one or more points along the front or rear elevations
 - Bay, dormer or oriel windows
 - Decorative geometric front, rear and side gable roof vents or windows
 - Architectural details such as quoins, pilasters, cornices, and dentil molding



Above: Monotonous Residential Housing Developments

Side and Rear Facade

Rear facades that can be colorless and devoid of features and do not contribute to the streetscape.

Ordinance Requirements:

The side and rear elevations of a home which abut a right-of-way or private street, excluding alleys, and can be viewed from that street shall have at least two (2) of the following features on all sides:

- Minimum thirty percent (30%) masonry as the exterior building material
- Full first-floor masonry wrap
- Pop-out room a minimum of three (3) feet by ten (10) feet such as sun room or breakfast nook (on viewable sides)
- Screen porch (on viewable sides)
- Bay or oriel windows (on viewable sides)
- Shutters and window grids
- Cantilevered second story (on viewable sides)
- Raised wood deck, a minimum of eight (8) feet by ten (10) feet (on viewable sides)



Above: The rear elevation of these residences lacks character as viewed from thoroughfares.



Above: A photo that illustrates the benefit of subdivision perimeter screening.



Above: Full first floor masonry wrap around exterior.



Above: Roof planes changing elevation and direction.

Roofline

The form, color and texture of the roof should be an integral part of the building design and compatible with both the natural and built settings. Roofline variations may be used to demarcate primary entrances.

Ordinance Requirements:

- Eaves shall be a minimum of twelve (12) inches on all sides to create shadows on the facade and shade in hot summer months.

Guidelines:

Select at least one of the following items that add character and richness to the façade:

- Reverse gable;
- Change in elevation of roof ridge /change in direction of roof ridge
- Two (2) or more dormers
- Roof overhangs should be detailed as follows:
 - Brackets and corbels or other overhang supports are encouraged in order to add a finer level of detail to the building.
 - Soffits should be designed as a visible feature and incorporated into the overall architectural design.
- Roof forms to be employed include: hipped roofs, gabled roofs, varying roof pitches, side-to-side gables, front-to-back gables or various combinations.
- Flat roofs are generally discouraged unless part of a distinct architectural style.



Residential Architecture

RESIDENTIAL SUBDIVISION DESIGN GUIDELINES

Exterior Materials

The combination of materials on a building facade should be durable and appropriate to its style and design.

Ordinance Requirements:

- Exterior materials shall be unit masonry (brick, stone, textured and colored split-face concrete masonry units), wood, fiber cement board siding, stucco, composite lap siding (lap siding shall have a maximum nine (9) inch exposed board surface), or heavy-gauge vinyl. Vinyl siding shall be approved and endorsed as meeting or exceeding ASTM D3679 by the Vinyl Siding Institute (VSI) through the VSI siding certification program. The minimum thickness of vinyl siding shall be 0.044 inches.

Guidelines:

- Materials and detailing should be used on all sides of the building, not just on the front facade. Natural materials are encouraged for the primary siding of buildings such as:
 - Unit masonry such as brick, natural stone, and stucco.
 - Full size brick veneer is preferable to thin brick tile. Brick veneers should be mortared to give the appearance of structural brick. Brick veneer applications should use wrap-around corner and bullnose pieces to minimize a veneer appearance.
 - Stone and stone veneers. Stone accents should be used only as a base or as a special decorative material.
 - Wood. Horizontal sidings such as clapboard and tongue-in-grove, vertical siding such as board and batten and other horizontal sidings such as smaller wood shingles and shakes may be suitable.
- Lap siding should have a maximum nine (9) inch exposed board surface which more realistically reflects the character of wood boards. When two or more materials are used the heavier material should be used on the base.
- Trim elements should be used, and traditional Craftsman styling such as timber detailing and exposed bracing are recommended.
- T1-11 siding is prohibited.
- Fiber cement board siding, composite lap siding, or heavy-gauge vinyl can be used in place of wood.
- Vinyl siding should be approved and endorsed as meeting or exceeding ASTM D3679 by the Vinyl Siding Institute (VSI) through the VSI siding certification program. The minimum thickness of vinyl siding should be 0.044 inches.
- Rain gutters should be designed so as to be of a scale and material that is compatible with the roof and eaves.
- High quality materials such as crafted wood, stainless steel, copper and other ornamental metals are highly recommended.



Above: Materials and detailing should be used on all sides of the building, not just on the front facade. Natural materials are encouraged for the primary siding of buildings.

Material Placement

Guidelines:

- All homes should employ the use of masonry (brick, stone, stucco) on a minimum fifty percent (50%) of the front elevation, excluding doors, windows, and other openings.
- If the building mass and pattern of windows and doors is complex, simple wall surfaces are recommended. If the building volume and the pattern of wall openings are simple, additional wall texture and articulation should be employed. For the purposes of this guideline, the degree of structure complexity may be determined by the Community Development Director.
- Base treatments should be provided, if architecturally appropriate, to visually establish a human scale for passersby. Base treatments should extend around all visible sides of a building, created by any of the following treatments:
 - A visibly thicker and continuous base portion of the wall along the ground where the wall above the base sets back.
 - A material and/or color change of the base wall relative to the building wall above. The base material should generally be heavier than portions of the building above by employing darker colors and/or more substantive materials.
 - A horizontal architectural feature at or below the first story mark, such as an intermediate cornice line or protruding horizontal band.

Color

Guidelines:

- Building color should be used to add visual character and interest to the streetscape and to highlight features of the home.
- The color of building materials should be drawn from nature and be compatible with adjacent homes in the neighborhood.
- Monotonous color palettes should be avoided.
- Accent colors should be used to enhance details such as trim.
- Primary colors should be limited to accent or trim colors and should generally be compatible with the surrounding neighborhood.

Right: Vibrant color and a brick waterfall base create interest in this cottage style residence





Residential Architecture

RESIDENTIAL SUBDIVISION DESIGN GUIDELINES

Door, Window and Corner Trim

Ordinance Requirements:

- All windows, doors and corners should have a nominal one (1) inch by four (4) inch wood or vinyl surround.

Guidelines:

- All windows within a building and across a facade should be related in design, operating type, proportions and trim. Windows should be individually defined with detail elements which visually establish human scale and proportion and contribute to the success of the overall design. Each home should incorporate at least two (2) points from the list below. Unless specified, all features are worth one (1) point:
 - Shutters
 - Transom windows
 - Bay or oriel windows
 - Decorative moldings
 - Cornices
 - Keystones
 - Headers and lintels
 - Mullions, to break the scale of the facade into smaller components.
 - Reflective glazing is prohibited
 - Clear glass is recommended
 - For privacy and aesthetic variety to glass, fritted glass, spandrel glass and other decorative treatments are recommended. If tinted glass is to be used, light tints and green, gray or blue hues are recommended.
 - Unless appropriate to an architectural style, windows should not be flush with walls. Glass should be inset from the exterior wall and/or frame surface to add relief to the wall surface.
 - If aluminum sliding windows are used, select heavier window products with visually thicker (1.5 Inches or greater) extrusions and frame members.

Illumination

Residential lighting can be a deterrent to unwelcome neighborhood activity. It also enhances street safety.

Ordinance Requirements:

- Exterior lighting shall be designed as an integral part of the building and landscape design.
- Development and architectural plans shall include the location of fixtures, their design and the nature and level of the illumination they will provide as required in Section 7.12 of the Zoning Ordinance.

Guidelines:

- Decorative light fixtures, are strongly encouraged.
- Lighting should generally be designed to include cut-offs to minimize the lighting of the night sky.
- Each residence should have at least one (1) building-mounted light fixture.
- If a subdivision is developed without streetlights, then either coach lights mounted on garages or yard post lights should be provided.

Entries

Guidelines:

- A clearly defined entry should be incorporated into the facade. At a minimum, the entry should incorporate features totaling a minimum of two (2) points from the list below. Unless specified, all features are worth one (1) point.
 - Porches a minimum depth of four (4) feet and at least eight (8) feet in length, and that includes posts and railings (2 points)
 - decorative trim/molding
 - keystone
 - portico or shed roof accent over entry
 - pent roof
 - transom window
 - door sidelights
 - covered front stoop



Above: Enhanced entry

Garages

Neighborhoods are considered more appealing and lively when the dwelling portions of the house interact with the street. Garage prominent homes do not contribute to the liveliness of a streetscape. To this end, the following guidelines are intended to reduce garage prominence along the front facade.

Guidelines:

- Each home should have sufficient enclosed attached or detached garage storage space for each anticipated operable vehicle, usually a minimum of two automobiles.
- Street-facing garage doors should not constitute more than forty-five percent (45%) of the front facade of the ground floor living area. Alleys and corner lots are exempt from this requirement.
- Three-Car Garages. If included, a third bay should have a separate door and should be recessed four (4) feet from the other bays.
- Decorative garage doors or windows in garage doors;
- Front-loaded garages that protrude between eight (8) and twelve (12) feet forward of the dwelling area should have at least one (1) window installed in the garage wall that is perpendicular to the facade of the dwelling.
- Front-loaded garages that protrude between twelve (12) and sixteen (16) feet forward of the dwelling area should have at least two (2) windows installed in the garage wall that is perpendicular to the facade of the dwelling.
- Garages that protrude more than sixteen (16) feet should be side-loaded or court entry and window(s) should be installed in the facade that faces the street.



Above: Court- entry garage



Landscape Features

RESIDENTIAL SUBDIVISION DESIGN GUIDELINES

LANDSCAPE FEATURES

Planting Design

Landscaping should be an integral part of the overall site design and should be utilized to better integrate a development into its setting by:

- Enhancing pedestrian scale
- Screening views of unsightly elements, such as utility boxes
- Softening hard edges
- Enhancing the environment
- Defining specific areas and enhancing architectural features

Ordinance Requirements:

- Single-family dwellings shall be landscaped in conformance with Section 7.05(7)(d) of the Zoning Ordinance.
- Perimeter treatments for residential subdivisions shall be in conformance with Section 7.5(7)(a and b) of the Zoning Ordinance.
- Landscaping for residential streets shall be in conformance with Section 7.5(8) of the Zoning Ordinance.

Guidelines:

- Significant existing landscape elements should be preserved and incorporated into landscape plans.
- Native plant materials and other plant species which are well adapted to local climatic conditions should be considered for new plantings.
- Native plant material is often more resistant to disease and better able to tolerate low water conditions.
- Retention ponds edges should be planted with appropriate trees, shrub, perennial and emergent vegetation to filter runoff, limit waterfowl and enhance water quality.
- Drainage swales that are incorporated into landscape designs are strongly recommended to reduce water quality impacts associated with site runoff.

Irrigation

Guidelines:

- Irrigation that efficiently provides water should be considered in required landscaped areas to ensure plant survival. Irrigation systems with water sensors ensure that systems do not operate when there is adequate moisture in the soil. Drip irrigation may also be appropriate in non-turf situations.
- Systems should be designed to minimize water run-off onto sidewalks or streets.
- Backflow prevention devices should be screened from public view by the use of landscaping and other such screening devices.

Other

- A sidewalk extending from the front door to the public sidewalk is highly encouraged. Hardscape areas are encouraged to utilize permeable materials. Tinted, textured or stamped concrete and unit pavers contribute to the richness and diversity of the streetscape.



ACCESSORY STRUCTURES

This section provides standards for the cohesive design of all accessory structures in the residential areas.

Storage Structures

The design of accessory structures, such as carports, detached garages and sheds should draw upon the architectural character of the primary residence. See also Section 8.02 Accessory Use and Structure Standards of the Zoning Ordinance.

Mailboxes

The design of the mailboxes and mailbox enclosures within subdivisions should be consistent with the architectural style of the development and should match the colors and materials of other on-site buildings.

Walls and Fences

The design of fences, walls and other structural landscape features should be compatible with and complementary to the architecture and the surrounding setting.

Fences constructed of predominantly natural materials, such as wood and stone, are preferred; however, the use of masonry, vinyl, and textured or color-tinted concrete is acceptable.

Chain link fences in rear yards may be used but should be vinyl coated mesh.

Barbed wire, razor wire or similar wire or security fences should not be used except as permitted in agricultural zoning districts with agricultural uses.

All fences, walls and other related features should be accompanied by landscaping to better integrate the structure within the site and to reduce its visual impact. Landscaping and design elements should be used to break up long expanses of uninterrupted walls, both horizontally and vertically.

See also Section 7.09 Fences, Walls, and Hedges of the Zoning Ordinance.

Entry Signs

Signs at subdivision entries often set the tone for the entire development.

Ordinance Requirements:

- The name should be incorporated into a structure that is complemented with landscaping in all cases and lighting as is appropriate, as required by the Villa Rica Sign Ordinance.
- The materials should be natural and not reflective.

Guidelines

- Water features and other architectural features should be considered.



Modification Procedure

RESIDENTIAL SUBDIVISION DESIGN GUIDELINES

PROCEDURE FOR MODIFICATION OF RESIDENTIAL DESIGN GUIDELINES

The Planning & Zoning Commission may, in its discretion, authorize and approve modifications from the standards as specified in the Villa Rica Residential Subdivision Design Guidelines, as amended.

Application

- At the time of filing a development plan or plat, consistent with this ordinance or the Zoning Ordinance, the applicant must submit a detailed written statement documenting all modifications requested as part of the application and reasons for the modification request(s) consistent with the decision criteria outlined in this section. The modification requests may be modified and added to by the applicant at any time prior to public notice of the subdivision request being provided.
- The applicant shall describe the requested modifications and shall submit proposed findings of fact in support of each requested modification. The applicant shall bear the burden of establishing a sufficient factual basis for each requested modification.
- The applicant may be asked to submit additional information as required to evaluate the application.
- The Community Development Department and the Technical Advisory Committee shall review the application and supporting documents for conformity with the Ordinances.

Planning & Zoning Commission

Upon completing the review, the requested modification(s) shall be heard at the Planning & Zoning Commission in conjunction with the Primary Plat or Development Plan.

- Responsibility. Community Development staff shall be responsible for public notice requirements pursuant to O.C.G.A § 36-66-4 and the Planning & Zoning Commission Rules of Procedure.
- Limitations. Only those modifications specifically described in the public notice may be considered by the Planning & Zoning Commission. Sections of the Subdivision Design Guidelines articulated as Ordinance Requirements are not subject to modification by the Planning & Zoning Commission, and may only be modified with the approval of the City Council per Sec. 11.06 of the Villa Rica Zoning ordinance.
- Conditions. Modifications may only be granted in a public hearing, and shall be considered at the time of the primary plat review by the Commission. The Commission may make reasonable conditions an element of any modification approval.
- Granting of Modifications. The commission may grant such modifications to the requirements and standards of the Residential Subdivision Design Guidelines as will not be contrary to the public interest, where owing to extraordinary conditions, fully demonstrated by the applicant on the basis of facts presented, strict compliance with the provisions of this ordinance would result in unnecessary hardship or misuse of property.
- Criteria for Modifications. In the exercise of its authority under this section, the Planning & Zoning
- Commission shall grant modifications only upon finding all of the following:
 - The modification will not be detrimental to the public health, safety, or general welfare.
 - The modification will not adversely affect adjacent property.
 - The modification is justified because of exceptional topographic or other physical conditions unique to the property involved and is not to correct mere inconvenience or financial disadvantage.
 - The modification is consistent with the intent of this and other applicable ordinances and the Comprehensive Plan.



- The condition necessitating the modification was not created by the owner or applicant.
- The modification will not conflict with the powers and duties of the City Council as defined by this ordinance.
- The practical difficulties cannot be overcome through reasonable design alternatives.

Decision

- The Planning & Zoning Commission shall:
 - Approve the petition;
 - Approve the petition with conditions and/or commitments;
 - Deny the petition; or
 - Continue the petition to a definite future meeting date.
- In approving modifications, the Commission may impose such conditions as will, in its judgment, substantially secure the objectives of these regulations.
- With respect to each requested modification and each imposed condition, the Commission shall prepare and approve written findings of fact.
- The Commission's decision to grant or deny a modification or to impose a condition is discretionary.

Commitments

- Acceptance. In conjunction with the approval of a residential design guidelines modification, the Planning & Zoning Commission may permit or require the petitioner to make written commitments concerning the use or development of the parcel.
- Recording. The petitioner shall record the commitment instrument in the Villa Rica City Clerk's Office within thirty (30) days of the approval of the modification. The petitioner shall deliver a copy of the recorded commitment instrument to the Community Development Department before submitting a secondary plat application. Any conditions imposed by the Commission as part of the modifications approval shall be included in writing on the recorded plat of the subdivision.
- Enforcement. Commitments are enforceable by the City.

Modification or Termination

- A commitment made under this section may be modified or terminated only by a decision of the Planning & Zoning Commission made at a public hearing.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Amendment to the Villa Rica Sign Ordinance – Suspended Single-Post Signs

CITY COUNCIL AGENDA DATE: February 9th, 2021

PLANNING COMMISSION DATE: January 5th, 2021

DATE: December 16th, 2020

PREPARED BY: Chris Montesinos, AICP
Deputy Director of Community Development

FISCAL IMPACT:

ANNUAL – N/A

CAPITAL – N/A

OTHER – N/A

FUNDING SOURCE: N/A

PURPOSE: An amendment to the Villa Rica Sign Ordinance allowing Suspended Single-Post Signs in CMU, C1, I1, AG and OMI zoning districts.

BACKGROUND: Suspended Single-Post Signs are permissible under Temporary Signs, and are typically used in advertising real estate for sale. However, these types of signs can be scale-appropriate for single-tenant stand-alone professional businesses and services, and expands the types of permissible sign options in the CMU, C1, I1, AG and OMI zoning districts. The Sign Ordinance text amendment establishes the permissible use of Suspended Single-Post Signs, while regulating the number, size, placement and illumination of said signs.

STAFF RECOMMENDATION: Signage employed by our local business to publically advertise their business or services is critical to their visibility and potential success. By expanding the signage options for smaller stand-alone businesses in our lower-density commercial and industrial zoning district, we are providing enhanced options for business to attract consumers and customers. Staff recommends amending the ordinance to allow Suspended Single-Post Signs as permissible structures in the CMU, C1, I1, AG and OMI zoning districts.

IMPACT: Enhances options for smaller stand-alone businesses to advertise their products or services.

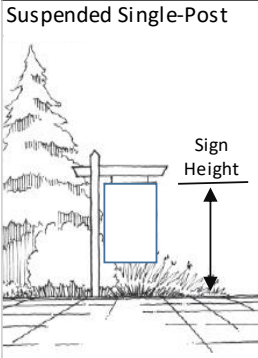
Some examples of Suspended Single-Post Signs.



MOTION: I move to APPROVE the amendment to Section 9.27 of the Villa Rica Sign Ordinance adding Suspended Single-Post Signs as permissible structures in the CMU, C1, I1, AG and OMI zoning districts.

Sec. 9.27 – SUSPENDED SINGLE-POST SIGNS

- 1) Suspended Single-Post Signs are permitted in CMU, CI, I1, AG and OMI zoning districts.
- 2) All Suspended Single-Post Signs shall be located behind the street right-of-way and no portion shall overhang the street right-of-way.
- 3) Suspended Single-Post Signs shall not be internally illuminated.
- 4) Suspended Single-Post Signs and their supporting posts shall be of a color and material which are similar or complimentary to those of the structure housing the subject establishment.
- 5) Suspended Single-Post Signs shall not project more than four (4) feet as measured from the interior of the support post to the exterior plain of the sign structure.
- 6) For non-residential lots between 50-99 feet wide, the sign face shall not exceed six (6) square feet, and a maximum height of six (6) feet at base grade as measured from grade to the top of the sign copy, not the top of the sign structure.
- 7) port post to the exterior plain of the sign structure.
- 8) For non-residential lots between 100 feet wide or greater, Suspended Single-Post Signs substituted for a monument sign may have twelve (12) square feet of sign face area, and a maximum height of eight (8) feet at base grade as measured from grade to the top of the sign copy, not the top of the sign structure.

	a. Quantity (max.)	1 per Frontage
	b. Sign Face Area	6 sf or 12 sf, 9.27(6-7)
	c. Height	6' or 8', 9.27(6-7)
	d. Depth/Projection	4 ft
	e. Clearance	NA
	f. Setback	10 ft
	g. Time of Display	NA
	h. Landscaping/Illumination	NA/No
	i. Electronic Message Center	No
	j. Other	9.27

NEW DEFINITION:

Air Dancer means an inflatable moving advertising product comprising a long fabric tube (with two or more outlets), which is attached to and powered by an electrical fan. As the electrical fan blows air through the fabric tube, this causes the tube to move about in a dynamic dancing or flailing motion. Also known as a tube man, sky-dancer, wacky waving inflatable arm flailing tube man.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Amendment to the Villa Rica Zoning Ordinance – Postal Service Delivery and Collection Structures

CITY COUNCIL AGENDA DATE: February 9th, 2021

PLANNING COMMISSION DATE: January 5th, 2021

DATE: December 16th, 2020

PREPARED BY: Chris Montesinos, AICP
Deputy Director of Community Development

FISCAL IMPACT:

ANNUAL – N/A

CAPITAL – N/A

OTHER – N/A

FUNDING SOURCE: N/A

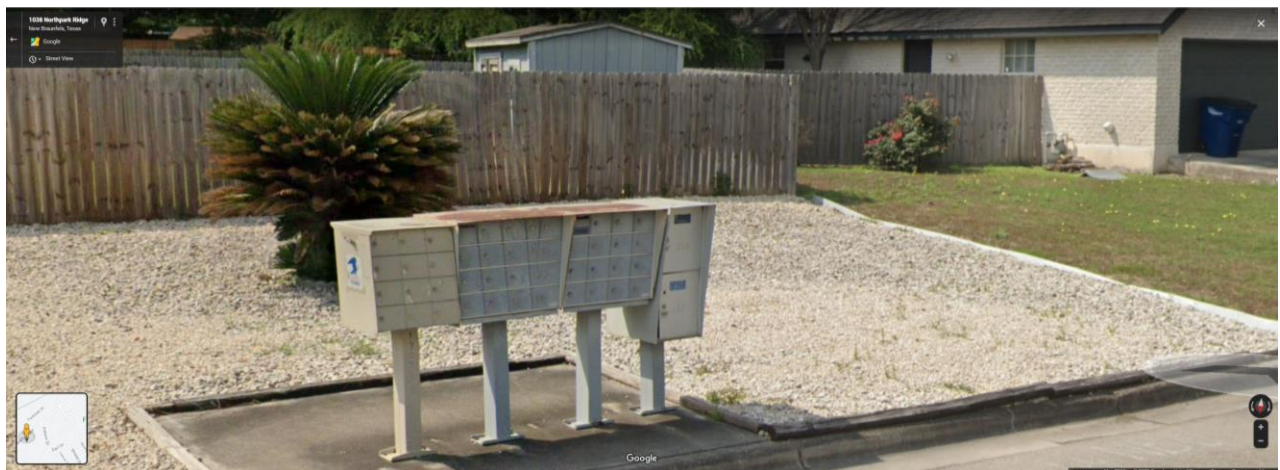
PURPOSE: An amendment to the Villa Rica Zoning Ordinance establishing regulations that address the location, aesthetics, maintenance, and security of centralized mail collection and distribution facilities in new residential subdivisions.

BACKGROUND: The US Postal Service is now requiring that all new residential subdivisions install centralized mailbox facilities. In the course of recent travels, I have seen similar centralized mail facilities in residential subdivisions, which were installed many years ago. Often they are poorly maintained, rusted, littered, and visually blighted. Since the USPS is now going to require them, and to guard against neighborhood blight, the City is adding specific regulations addressing aesthetics, location, security, and maintenance into the accessory structures and uses subsection of the Villa Rica Zoning Ordinance.

STAFF RECOMMENDATION: In order ensure compliance with the US Postal Service requirements for centralized mail facilities in residential subdivisions, and to add local regulations related to location, aesthetics, security, and maintenance, staff is recommending adopting an amendment to the Accessory Structures and Uses subsection of the Villa Rica Zoning Ordinance to add a new subsection entitled “Postal Service Delivery and Collection Structures”.

IMPACT: The adoption of this amendment will ensure better quality and sustainability for our residential subdivisions effective upon the enforcement of centralized delivery and collection facilities by the USPS.

Sample of why this ordinance is needed. This is in a friend of mine's neighborhood in Texas where centralized mailboxes have been in use for years. They are rusted, not well maintained, the bulk boxes are often left unlatched, and aesthetically, they make the neighborhood look dingy and run down – although the average home price in the neighborhood is in the \$300k range. There is no HOA and the USPS doesn't maintain what the developers originally installed.



MOTION: I move to APPROVE a text amendment to the Villa Rica Zoning Ordinance to include Section 8.03(2)x – Postal Service Delivery and Collection Structures.

SEC.8.02 – ACCESSORY USE AND STRUCTURE STANDARDS

2) PERMITTED ACCESSORY STRUCTURES AND USES

X. Postal Service Delivery and Collection Structures

1) SINGLE-POINT DELIVERY - MAILBOXES

- a) All mailboxes, whether installed on public or private streets, shall comply with the United States Postal Service (USPS) standards for the construction of mailboxes. A statement indicating the type of mail delivery available by the United States Postal Service (e.g., delivery to an individual mailbox or central delivery via cluster mailbox stations) shall be indicated on an approved subdivision plat or development permit.
- b) The property owner shall be responsible for the maintenance and repair of the mailboxes.
- c) Lateral placement of a non-cluster, individual mailbox shall be no more than six inches from the face of the curb or edge of pavement if no curb and gutter is present as defined by USPS installation requirements. In no case shall the face of the mailbox extend out over the face of the curb or edge of pavement if no curb and gutter is present.
- d) All monument-type or brick, stone, or masonry veneered mailboxes must be constructed with a hollow core. Concrete block construction is prohibited.

2) CENTRALIZED MAIL DELIVERY AND COLLECTION - CLUSTER BOX UNIT (CBU)

- a) General
 - i) If required by the United States Postal Service (USPS), CBUs for commercial, industrial, and residential developments shall meet or exceed the standards of the USPS and meet the following additional requirements.
 - ii) During the design and planning phase (i.e., before plans and site plats are finalized with the appropriate planning/zoning authorities), developers and builders must notify the U.S. Postal Service of the planned development so that the Postal Service can determine the appropriate mode of delivery while considering input from the parties involved with the development.
 - i) Installation of the mailbox unit(s), as well as any associated shelters, lighting, parking, and other related amenities shall be the responsibility of the developer.
 - ii) The mailbox unit(s) must be installed according to the manufacturer's standards.
- b) Location
 - i) CBUs shall be located as follows:
 - (1) Within a primary building, such as an apartment building, or an accessory facility serving the development such as a clubhouse;
 - (2) Stand-alone within twenty-five (25) feet of the parking area servicing such buildings or facilities; and/or
 - (3) CBUs and associated improvements that provide for access to the CBU shall be located within a common area or an access easement and are subject to approval of the public works department prior to installation. The area of each CBU located in common open space shall count towards any required open space for the development.

- (4) CBUs, and any associated structures, shall not adversely impact sight distance to any driveway or road intersection, as determined by the City Engineer. Whenever feasible, the mailbox unit should be located within an amenity center, if one is proposed for the development.
 - (5) All access to cluster mailbox unit(s) shall comply with current Americans with Disabilities Act and the Georgia Accessibility Code. Any sidewalks required by other provisions of this Ordinance shall be incorporated into the mailbox area(s).
 - (6) The mailbox unit(s) and shelter, if any, shall be exempt from the normal setback requirements; however, shelters or other structures must be submitted to the building official for review and must meet all applicable building codes.
 - (7) Cluster mailbox units shall be prohibited within the public right-of-way.
- c) **Parking and Pedestrian Access**
- i) The number of motor vehicle parking spaces shall be provided per location, which shall include at least one space meeting handicap accessibility requirements.
 - ii) No parking is required for CBUs located within a facility with parking or within twenty-five (25) feet of a parking area serving another facility.
 - (1) Such facilities include, but are not limited to, clubhouses, leasing offices, and parking bays designated for visitor parking.
 - (2) Such parking areas shall include a designated handicap accessible parking space in a location meeting USPS requirements.

Number of Mailboxes per Location	Minimum Number of Parking Spaces
50 or less	2
51 – 80	3
80 – 110	4
111 or more	4 plus 1 per each additional 25 mailboxes

- iii) **Pedestrian Access**
 - (1) Walkways or sidewalks shall connect mail stations to parking areas and the overall walkway and sidewalk system of the development.
 - (2) All CBUs shall be accessed by walkways or sidewalks meeting handicap accessibility width and paving requirements.
- d) **Maintenance**
- i) For single-family attached and detached developments, maintenance of the mailbox unit(s), as well as any associated shelters, lighting, parking, and other related amenities shall be the responsibility of the homeowners. The establishment of a homeowners' association is strongly encouraged in developments where individual mail delivery will be unavailable.

e) Exemptions

- i) New homes built or established within a block of existing homes can only receive the same type of mail delivery service as the older, existing homes after the Postal Service has completed an operational efficiency analysis. When new delivery replaces more than 1 block, delivery methods must comply with mode of delivery options for establishment and extension of delivery service, which is typically centralized mail service.



U. S. Postal Service National Delivery Planning Standards A Guide for Builders and Developers



PRIORITY:YOU

Table of Contents

1	Introduction	3
2	Finding Your Growth Manager and USPS Online Resources	4
2.1	Find a Post Office	4
2.2	Find Your Local USPS Growth Manager	4
2.3	USPS-Approved Mailbox Equipment.....	4
2.4	Delivery Planning Resources for Builders and Developers.....	5
3	General Planning Guidelines for Mailboxes in New Developments.....	5
3.1	Letter Carrier Access to Deliver U.S. Mail	5
3.2	Mailbox Locks and Keys	5
3.3	USPS Master Access Lock	6
3.4	Safety Considerations	6
3.5	Customer and Carrier Accessibility Considerations	6
3.5.1	Placement of Outdoor Cluster Boxes	6
3.5.2	Construction Accessibility Guidelines	6
4	Single-point Residential Deliveries	7
4.1	Residential Single Family Site Constructed Development.....	7
4.2	Residential Mobile or Trailer Home Development	7
5	Multi-point Residential Deliveries.....	8
5.1	Apartment Communities.....	8
5.2	Student Housing and Off-Campus Student Apartment Communities.....	8
6	Non-Residential Deliveries	9
6.1	Business and Industrial Parks	9
7	General Delivery Planning Information	9
8	Inspection and Commencement of Mail Delivery Services	10
8.1	Mail Receptacles and Customer Obligations.....	10
8.2	Centralized Mail Receptacle Installation.....	10
9	Closing.....	11
	APPENDIX A – Cluster Box Unit Installation Single Unit.....	12
	APPENDIX B – Cluster Box Unit Installation Multiple Unit	13
	APPENDIX C – Cluster Box Unit Access Maneuvering Space – Single Unit.....	14
	APPENDIX D – Cluster Box Unit Access Maneuvering Space – Single Unit.....	15

1 Introduction

The United States Postal Service® is proud to provide every new home and business with excellent, efficient mail delivery service. This guide will assist you in preparing your new development for mail service by planning locations and space for mail equipment early in the development process.

The U.S. Postal Service™ is responsible for establishing the method or “mode” of delivery for all new developments—both residential and commercial. The mode of delivery includes the following:

- Type of mailbox you will use.
- Location of the mailbox for each delivery address.

Centralized delivery is our preferred method of mail delivery. Centralized delivery equipment improves delivery efficiency and provides space for large mail items, including packages, which is a great benefit for customer. Freestanding, pedestal-style outdoor centralized mailboxes are called cluster box units or CBUs. CBUs are “package friendly” because they are designed to accommodate the majority of packages delivered through the U.S. Mail®. CBUs also include parcel lockers, which provide separate, locked storage for many packages.

Other types of centralized mailbox equipment are also available. Builders and developers or property owners are responsible for the purchase, installation, maintenance, repair, and replacement of mailbox equipment.

This guide provides information about the types of USPS-approved mailbox equipment options available commercially and information about other aspects of mail delivery planning that may apply to your specific development.

With more than 150 million households and businesses served daily—and another 1 million new delivery points added on average every year—it is imperative that the U.S. Postal Service make its mail delivery network more efficient while still delivering the service our customers expect. We appreciate your assistance in furthering that objective, while at the same time helping provide new customers with convenient mail delivery for their new homes and businesses.

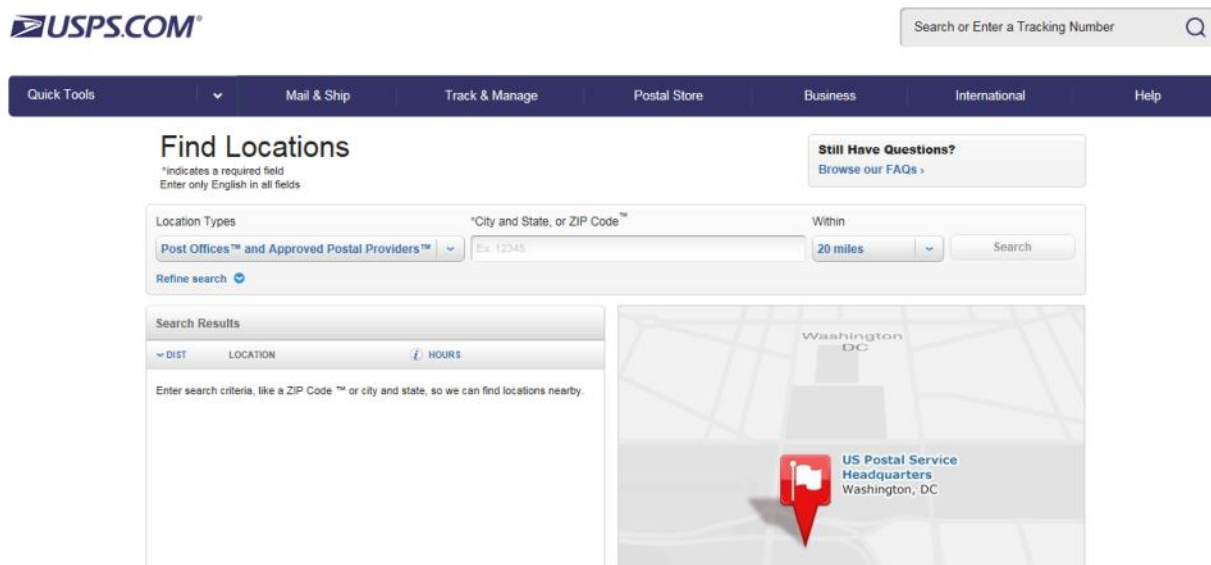
We also want to connect you with local USPS® delivery planning individuals in your area—referred to as Growth Managers. Postal Service Growth Managers are available to assist you. Prior to submitting your master plan and plat to the local municipality and/or county for approval, you must arrange for a local USPS Growth Manager to review your development plans prior to commencing construction.

Thank you for reviewing the Postal Service’s mail delivery-planning standards—we look forward to working with you!

2 Finding Your Growth Manager and USPS Online Resources

2.1 Find a Post Office

The Postal Service lists all local Post Offices™ on its website at: www.usps.com. To find the Post Office closest to your new development, search using the appropriate ZIP Code™.



2.2 Find Your Local USPS Growth Manager

Every area where the U.S. Postal Service provides mail delivery has a Postal Service employee assigned to help developers and builders with planning mail service for new development. These “new delivery planning” employees are referred to as Growth Managers.

To find the Growth Manager that covers your specific development’s geographic location, send an email to: Delivery.Growth@USPS.GOV, or contact your Post Office and ask to speak to either the Postmaster or the person assigned to assist developers with planning new mail service.

2.3 USPS-Approved Mailbox Equipment

Mailboxes used in new construction projects can be one of the following two types of centralized mailbox equipment:

1. Pedestal-mounted USPS-approved CBU.
2. Wall-mounted USPS-approved STD-4C mailboxes (4C).



The Postal Service annually publishes a list of USPS-approved mailbox equipment and approved manufacturers in its *Postal Bulletin*.

<http://about.usps.com/postal-bulletin/2017/pb22467/html/welcome.htm>

You can also find the latest list of USPS-approved equipment and approved manufacturers at:

<http://about.usps.com/what-we-are-doing/current-initiatives/delivery-growth-management/welcome.htm>

2.4 Delivery Planning Resources for Builders and Developers

The most current version of this guide will always be available on the webpage at:

<http://about.usps.com/what-we-are-doing/current-initiatives/delivery-growth-management/welcome.htm>

The following links provide additional resources for builders and developers:

- Find a Post Office: <https://tools.usps.com/go/POLocatorAction!input.action>.
- Centralized Delivery/Residential Applications: <http://about.usps.com/publications/pub265a.pdf>.
- Centralized Delivery/Garden Apt Applications: <http://about.usps.com/publications/pub265c.pdf>.
- Centralized Delivery/Commercial Applications: <http://about.usps.com/publications/pub265b.pdf>.

3 General Planning Guidelines for Mailboxes in New Developments

3.1 Letter Carrier Access to Deliver U.S. Mail

Centralized delivery is the Postal Service's preference for new addresses, whether residential or commercial. The customer is responsible for keeping the approach to his or her mailbox and adjacent area clear to facilitate delivery. You may provide curbside delivery only with prior approval from the Postal Service. Place curbside mail receptacles approved by the Postal Service where they protect the mail, can be safely and conveniently serviced by carriers without leaving their vehicles, and can be reasonably and safely accessed by customers. These receptacles must be on the right-hand side of the road in the direction of travel when required by traffic conditions, or when driving on the left-hand side of the road to reach the mail receptacle would violate traffic laws.

3.2 Mailbox Locks and Keys

The Postal Service prohibits carriers from accepting keys for locks on private mail receptacles, buildings, or offices, except where an electromechanical door lock system or key keeper box is used.

CBUs have secure, locking mailbox and parcel locker compartments. Whether your new development is commercial or residential, the builder or property owner is responsible for providing lock and key service for cluster box units. The locks/keys for each of the compartments will be provided with the CBU. The Postal Service will furnish the "master access lock" that allows mail to be delivered. See 3.3 for more information.

Your local USPS Growth Manager will discuss specific requirements and processes appropriate for your new development as part of the overall coordination process related to establishing the mode of delivery for your new development.

3.3 USPS Master Access Lock

The Postal Service will furnish its own “master access lock” so that carriers have access to deliver the mail. This lock is not available to developers and builders to pre-install.

Your local USPS Growth Manager will coordinate installation of the “master lock” as part of the overall coordination process when starting new mail delivery for customers.

3.4 Safety Considerations

If curb delivery is approved by the Postal Service, posts and other supports for curbside mailboxes are owned and controlled by the customer. The owner of the property is responsible for ensuring that posts are neat and adequate in strength and size.

When installing centralized delivery equipment, such as CBUs or STD-4C (4C) equipment, the mailboxes must be safely located so that customers are not required to travel an unreasonable distance to obtain their mail. Typically, mailbox receptacles are located within 1 block of the residence.

When new developments, either residential or commercial, are in the design phase, developers or architects must meet with the USPS Growth Manager to ensure that safe and durable receptacles are properly specified and located in conformance with regulations. The Growth Manager will also meet with the builder at the appropriate time during the construction phase to review the physical mailroom installation and discuss coordination and timing of initiating mail delivery.

3.5 Customer and Carrier Accessibility Considerations

Curb delivery may only be provided with prior approval from the Postal Service if the carrier can efficiently, safely, and conveniently service the mailbox from the carrier’s vehicle and if the customer can safely and easily access the mailbox.

Apartment house delivery requires that mailboxes be located reasonably close to the entrance in vestibules, halls, or lobbies. The carrier must also be able to service the boxes without interference from swinging or open doors. Consult with your local USPS Growth Manager early in the design process to ensure you select an appropriate location for the apartment building mailroom.

3.5.1 Placement of Outdoor Cluster Boxes

The local USPS Growth Manager or designee must approve the CBU mailbox sites and type of equipment. Cluster boxes must be safely located so that customers are not required to travel an unreasonable distance to obtain their mail and so there is sufficient access to mailbox locations with adequate space for carriers to deliver and customers to retrieve the mail. Typically, a mailbox receptacle will be located within 1 block of the residence.

3.5.2 Construction Accessibility Guidelines

Accessibility requirements and regulations, including those required to accommodate customers with disabilities, may vary by type of facility and governing jurisdiction. Always consult local building officials and codes for applicable accessibility requirements that apply to your specific development and mailbox project.

4 Single-point Residential Deliveries

New mail delivery planning for single-family residential developments typically falls into the following two primary categories:

- Site-constructed single family homes.
- Mobile or trailer homes.

4.1 Residential Single Family Site Constructed Development

During the design and planning phase (i.e., before plans and site plats are finalized with the appropriate planning/zoning authorities), developers and builders must notify the U.S. Postal Service of the planned development so that the Postal Service can determine the appropriate mode of delivery while considering input from the parties involved with the development.

Developers and builders must plan to install centralized mail delivery receptacles in new residential communities, which include secure parcel lockers.

New homes built or established within a block of existing homes can only receive the same type of mail delivery service as the older, existing homes after the Postal Service has completed an operational efficiency analysis. When new delivery replaces more than 1 block, delivery methods must comply with mode of delivery options for establishment and extension of delivery service, which is typically centralized mail service.

Your local USPS Growth Manager will work closely with you to determine the best approach to providing mail delivery service to customers in your new residential development. It is important that you contact the Growth Manager in your area as early as possible in your planning process.

4.2 Residential Mobile or Trailer Home Development

The delivery options for mobile or trailer home developments depend on whether the development is *permanent* or *transient* as determined by the Postal Service.

Permanent Developments—Permanent developments consist of managed mobile home parks or residential mobile home subdivisions with the following characteristics:

- The lots are permanently assigned.
- The streets are maintained for public use.
- The conditions resemble those of a residential subdivision.

For permanent developments, the delivery options are either central, curbside, or sidewalk delivery. The Postal Service will determine and specify the type of mail delivery for any permanent mobile/trailer home development. The general practice of the Postal Service is to specify centralized delivery.

Transient Developments—Transient developments are mobile home, trailer, and recreational vehicle parks where the lots are temporarily occupied or rented and considered transient, short-term, or seasonal. For transient developments, the only option is delivery to a single point or receptacle designated by park management and approved by local Postal Service management. The single delivery point defined will be for the receipt of all mail from USPS; employees of the park will complete the subsequent distribution of mail and forwarding.

Whether your new mobile home development is permanent or transient, contact your local Growth Manager early in the process so that we can work with you in laying out the space plan for mail delivery for the residents of your new community.

5 Multi-point Residential Deliveries

5.1 Apartment Communities

The following are important U.S. Postal Service guidelines for determining the location and composition of mail receptacles for apartment communities:

- a. All new or remodeled apartment houses must install USPS-approved 4C centralized mailbox equipment. There must be at least 1 parcel locker for every 10 mailbox compartments. The Postal Service requires no maximum number of parcel lockers to be installed—only the 1:10 parcel locker/mailbox minimum.
- b. Lock mail receptacles and parcel lockers in apartment buildings reasonably close to the entrance in vestibules, hall, or lobbies. The carrier must also be able to serve the boxes without interference from swinging or open doors.
- c. Exterior centralized mailboxes may also be an option. The Postal Service may authorize the installation of standard, approved apartment receptacles (4C or CBU) in exterior walls of buildings provided they are not installed directly on the street or a public sidewalk. Provide a canopy for outdoor mailbox installations. The canopy design and location must provide maximum protection from the weather, including driving rain, and provide adequate nighttime lighting.

5.2 Student Housing and Off-Campus Student Apartment Communities

Mail delivery protocols to student housing vary depending on the characteristics of the student housing community being served. Below are general guidelines for establishing new mail service.

Mail is delivered to dormitory buildings and residence halls when addressed to a specific building. Mail is delivered in bulk to a designated representative of the school or property in the building. The representative is responsible for further distribution to students/residents. The Postal Service will determine the proper mode of delivery to be established and may require that designees from the student housing property be identified to accept mail for each location prior to initiating delivery.

The Postal Service defines a dormitory building or residence hall as a building that consists of single or multi-room units that may share or have access to centrally located kitchens, bathrooms, showers, or social or common areas. Whether located on or off campus, and regardless of private ownership, such buildings are nevertheless dormitories and either the school or building owner is responsible for the final delivery of student mail. Post Office personnel do not distribute mail into apartment-type mailboxes for dormitories or residence halls.

As always, it is important to contact your local USPS Growth Manager early in the planning process to ensure understanding and requirements related to providing mail delivery for your new student housing development.

6 Non-Residential Deliveries

6.1 Business and Industrial Parks

The following paragraphs provide important U.S. Postal Service guidelines for determining the location, type of mailbox receptacles and other requirements related to initiating new mail delivery for business and industrial parks:

The type and design of buildings included in the business and industrial park will govern the mode of delivery that is implemented. As with all new mail delivery planning, the location of the USPS-approved delivery equipment is subject to Postal Service approval. Delivery mode options for business parks are door, centralized, curbside, or sidewalk delivery. Door delivery will generally not be available for new delivery points. The primary options are as follows:

- a. **Centralized Delivery.** Centralized delivery service applies to all business office buildings, office complexes, and industrial and professional parks. If the U.S. Postal Service is delivering directly to the mailboxes, the type of equipment allowed for newly constructed buildings must either be USPS-approved CBUs or STD-4C (4C) wall-mounted receptacles.
- b. **Single-Point Delivery.** Single-point delivery is generally not available to new business park developments unless it is in the form of a bulk mail drop.

7 General Delivery Planning Information

7.1 Establishment of City Delivery Service

To establish city delivery service, consider a combination of mail delivery methods to provide regular and effective service to all residential and business sections of a community. Consider the establishment of city delivery service when the following requirements are met:

- a. Within the area to be served, there is a population of 2,500 or more or 750 possible deliveries.
- b. At least 10 percent of the building lots in the area to be served are improved with houses or places of business. Where a house or building and its yard or ground cover more than one lot, all lots so covered are considered improved. The streets are paved or otherwise improved to permit the travel of Postal Service vehicles at all times, without damage or delay.
- c. Streets are named and house numbers are assigned by the municipal authorities in accordance with Management Instruction DM-940-89-3, *Addressing Conventions*.
- d. Street signs are in place and house numbers are displayed.
- e. Rights-of-way, turnouts, and areas next to the roads and streets are sufficiently improved so that the installation, servicing, and accessing of mailboxes are not hazardous to the public or Postal Service employees.
- f. Satisfactory walkways exist for the carrier where required.

Note: During a new residential or commercial development's design and planning phase (i.e., before the developers and builders finalize plans and site plats with the appropriate planning/zoning authorities), developers and builders must notify the Postal Service so that the Postal Service can determine the appropriate mode of delivery while considering input from these parties.

Developers and builders should plan for centralized mail delivery installations for residential communities or business developments.

It is important to contact your local USPS Growth Manager while you are still in the design process so that we can collaborate with you to prepare the most efficient, effective plan to provide mail delivery for the customers who will live or work in your new development.

8 Inspection and Commencement of Mail Delivery Services

8.1 Mail Receptacles and Customer Obligations

Appropriate mail receptacles must be provided for the receipt of mail. The type of mail receptacle depends on the mode of delivery in place. Purchase, installation, maintenance, repair, and replacement of mail receptacles are the responsibility of the customer. Verify with the local Postmaster or Growth Manager, the appropriate locations for installation. The following apply:

- a. In locations where the Postal Service has determined that centralized delivery is appropriate, customers must install mail receptacles that comply with the USPS STD- 4C wall-mounted mail receptacles or USPSB1118, Postal Service specification, CBUs, to include secured parcel lockers.
- b. If curbside delivery is authorized, customers must erect curb-mounted receptacles that comply with USPS-STD-7C.
- c. If sidewalk delivery is authorized, customers must erect sidewalk-mounted receptacles that comply with USPS-STD-7C.

The Postal Service annually publishes a list of USPS-approved mailbox equipment and approved manufacturers in its *Postal Bulletin*.

<http://about.usps.com/postal-bulletin/2017/pb22467/html/welcome.htm>

You can find the latest list of USPS-approved equipment and approved manufacturers at:

<http://about.usps.com/what-we-are-doing/current-initiatives/delivery-growth-management/welcome.htm>

8.2 Centralized Mail Receptacle Installation

You must consider many variables when installing centralized mailbox equipment. In addition to providing accessible locations, you must conduct proper foundation preparation and follow specific mounting procedures, to name a few requirements.

Appendices A through D of this guide provide sample diagrams of various CBU installations to help you understand space requirements, placement, etc.

Note: It is critical that you refer to the installation manuals furnished by each of the manufacturers for the specific USPS-approved centralized mailbox equipment purchased commercially.

For assistance with siting your outdoor centralized mail equipment, contact your local USPS Growth Manager so that the Postal Service can advise about the proper locations as you finalize plans for your new development.

9 Closing

Thank you for taking time to review this guide for planning mail delivery for new development.

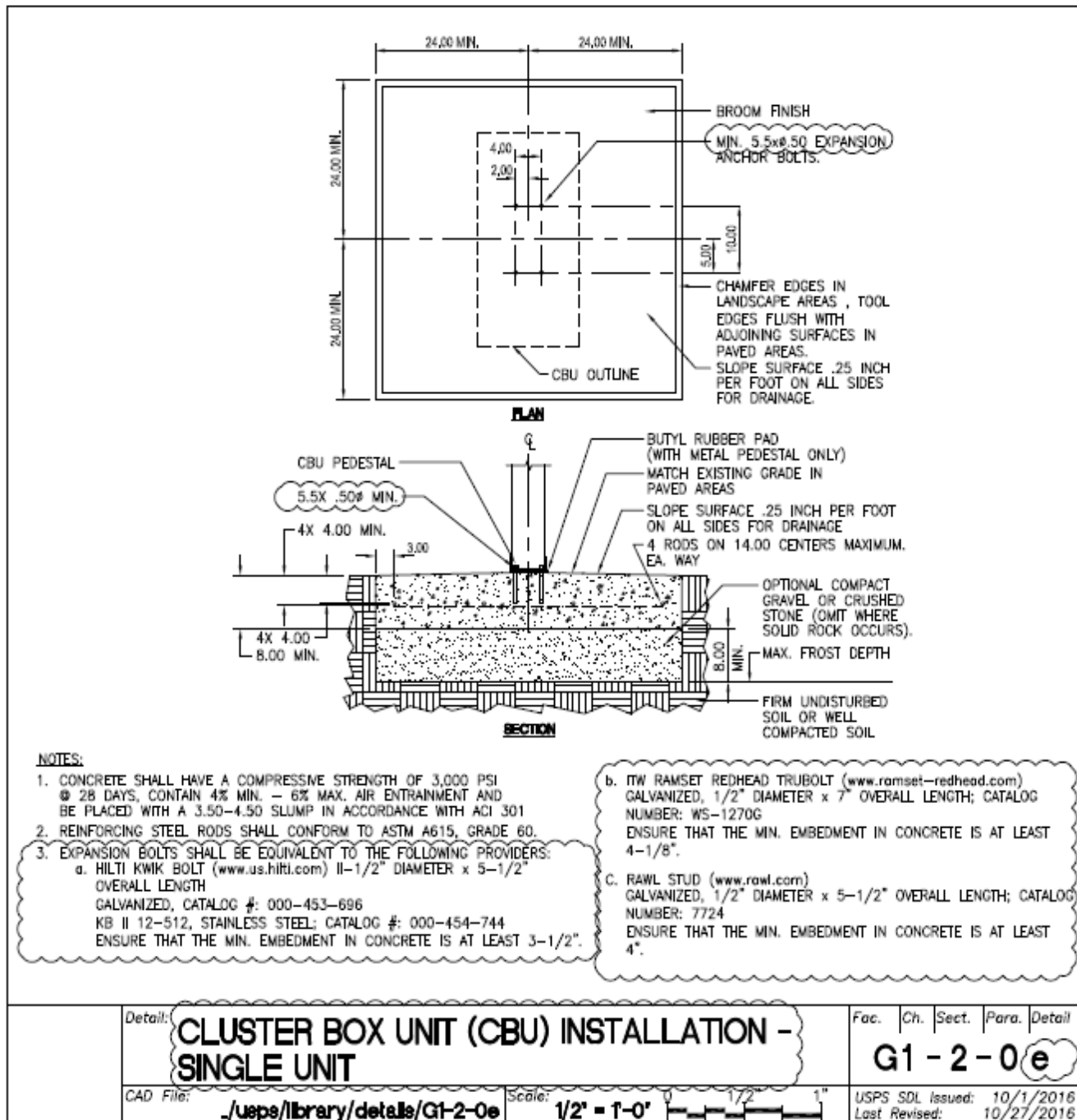
We periodically update this guide—so be sure to check online for the latest version on the ABOUT.USPS.COM website at:

<http://about.usps.com/what-we-are-doing/current-initiatives/delivery-growth-management/welcome.htm>

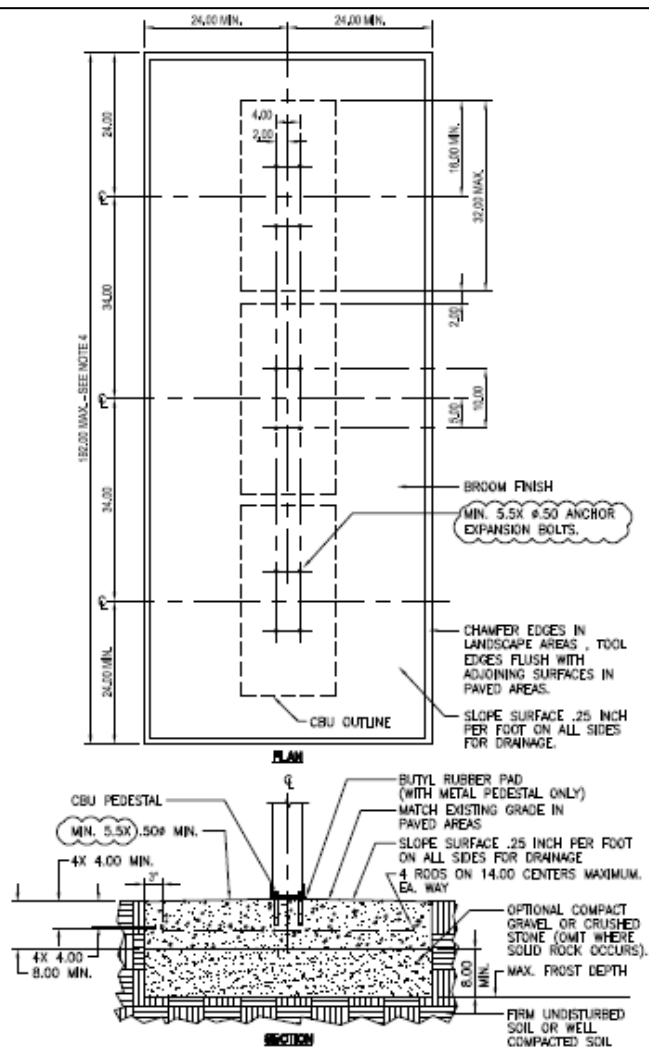
Reminder: You can find the Growth Manager who covers your specific development geography by sending an email to: Delivery.Growth@USPS.GOV.

Or, you can contact your Post Office and ask to speak to the Postmaster or person assigned to assist developers with planning new mail service.

APPENDIX A – Cluster Box Unit Installation Single Unit



NOTES TO A/E:



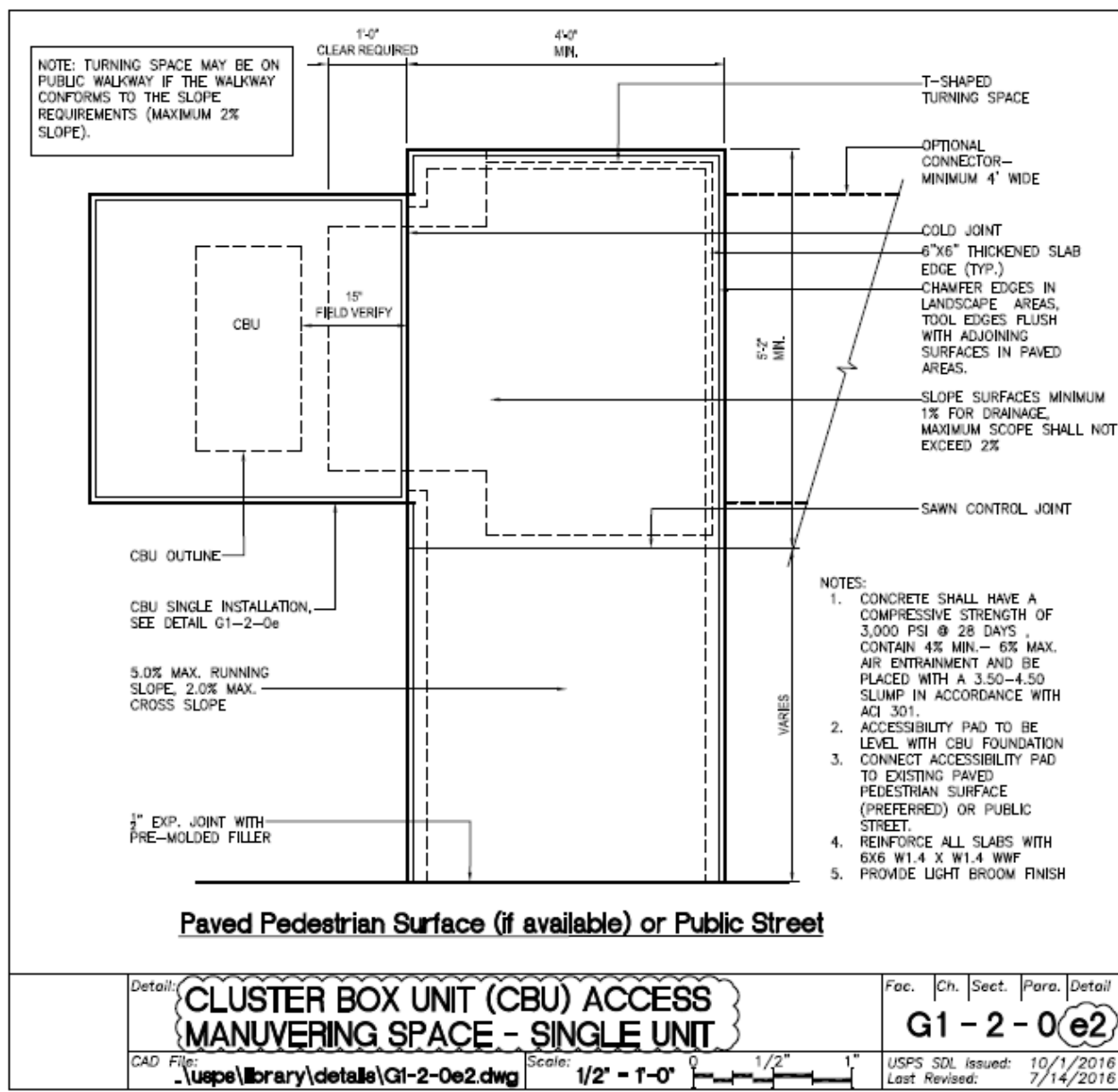
1. CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3,000 PSI @ 28 DAYS, CONTAIN 4% MIN. AIR MAX. AIR ENTRAINMENT AND BE PLACED WITH A 3.50 - 4.50 SLUMP IN ACCORDANCE WITH ACI 301
2. REINFORCING STEEL BARS SHALL CONFORM TO ASTM A615, GRADE 60
3. EXPANSION BOLTS SHALL BE EQUIVALENT TO THE FOLLOWING PROVIDERS:
 - a. HULT Kwik Bolt (www.us.hult.com) 1/2" DIAMETER x 5-1/2" OVERALL LENGTH
GALVANIZED, CATALOG # 000-453-896
KB 1 12-512, STAINLESS STEEL: CATALOG # 000-454-744
ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 3-1/2".
 - b. ITW RAMSEY REDHEAD TRUBOLT (www.ramsey-redhead.com)
GALVANIZED, 1/2" DIAMETER x 7" OVERALL LENGTH; CATALOG NUMBER: WS-1270G
ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 4-1/8".
 - c. RAWL STUD (www.rawl.com)
GALVANIZED, 1/2" DIAMETER x 5-1/2" OVERALL LENGTH; CATALOG NUMBER: 7724
ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 4".
4. A 3 CBU CONFIGURATION IS DEPRECATED. A 2 OR 4 CBU CONFIGURATION MAY BE USED AS LONG AS THEY ARE ARRANGED IN GROUPS SUCH THAT THE OVERALL DIMENSION OF THE CONCRETE BASE DOES NOT EXCEED 16 FEET.

	Detailed:	CLUSTER BOX UNIT (CBU) INSTALLATION - MULTIPLE UNIT	Fac.	Ch.	Sect.	Para.	Detail G1-2-0 e1
CAD File:	<u>/usps/library/details/G1-2-0.e1</u>		Scale:	1/2" = 1'-0"		USPS SDL Issued: 10/1/2016 Last Revised: 10/27/2016	

APPENDIX C – Cluster Box Unit Access Maneuvering Space – Single Unit

NOTES TO A/E:

- IF THE ACCESSIBLE ROUTE FROM THE CBU(S) CONNECTS WITH A STREET OR OTHER PAVED SURFACE AT A VERTICAL CURB, A CURB RAMP SHOULD BE INSTALLED IN ACCORDANCE WITH RE-4 REQUIREMENTS.

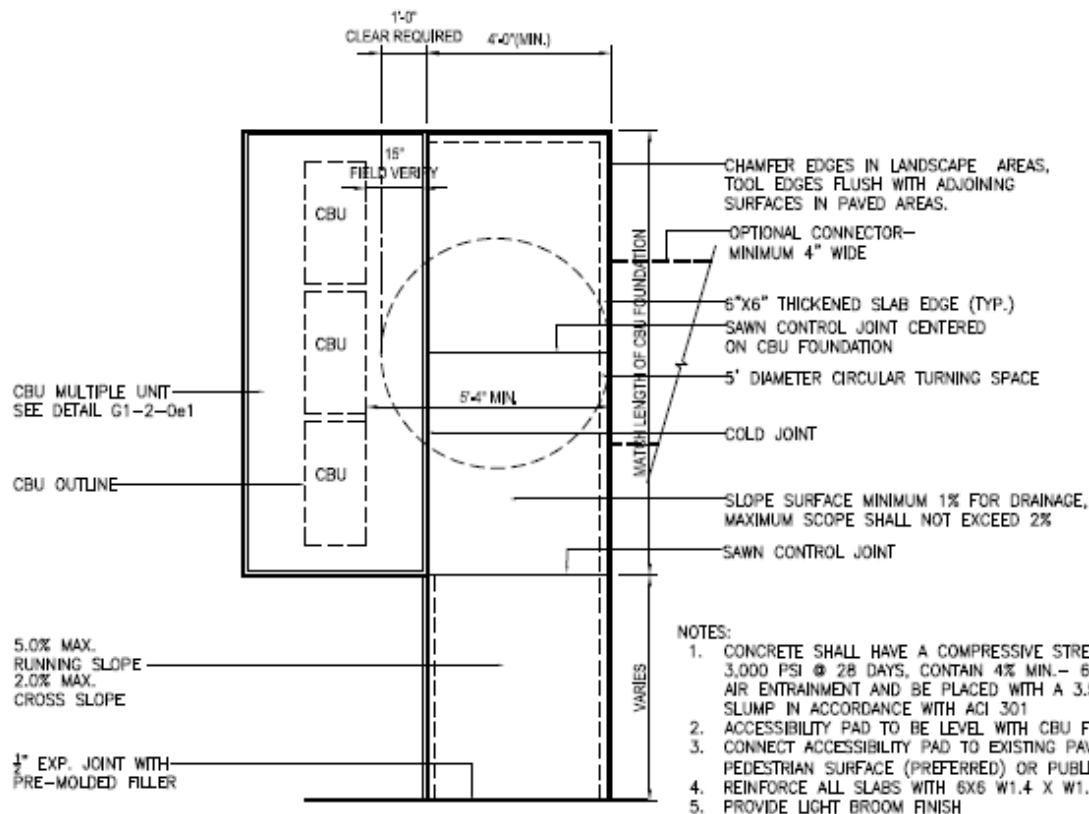


APPENDIX D – Cluster Box Unit Access Maneuvering Space – Single Unit

NOTES TO A/E:

- IF THE ACCESSIBLE ROUTE FROM THE CBU(S) CONNECTS WITH A STREET OR OTHER PAVED SURFACE AT A VERTICAL CURB, A CURB RAMP SHOULD BE INSTALLED IN ACCORDANCE WITH RE-4 REQUIREMENTS.

NOTE: TURNING SPACE MAY BE ON PUBLIC WALKWAY IF THE WALKWAY CONFORMS TO THE SLOPE REQUIREMENTS (MAXIMUM 2% SLOPE).



NOTES:

- CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3,000 PSI @ 28 DAYS, CONTAIN 4% MIN.- 6% MAX. AIR ENTRAINMENT AND BE PLACED WITH A 3.50-4.50 SLUMP IN ACCORDANCE WITH ACI 301
- ACCESSIBILITY PAD TO BE LEVEL WITH CBU FOUNDATION
- CONNECT ACCESSIBILITY PAD TO EXISTING PAVED PEDESTRIAN SURFACE (PREFERRED) OR PUBLIC STREET.
- REINFORCE ALL SLABS WITH 6X6 W1.4 X W1.4 WWF
- PROVIDE LIGHT BROOM FINISH

Paved Pedestrian Surface (if available) or Public Street

Detail: **CLUSTER BOX UNIT (CBU) ACCESS
MANEUVERING SPACE - MULTIPLE UNIT**

CAD File: **...\\usps\\library\\details\\G1-2-0e3.dwg**

Scale: **1/4"=1'-0"**

0 1/2" 1"

Fac. Ch. Sect. Para. Detail

G1-2-0 e3

USPS SDL Issued: 10/1/2016
Last Revised: 7/14/2016

