

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

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
November 9, 2021 | 6:00 PM

Meeting Call to Order (Mayor Pro Tem Michael Young)

Invocation Pastor Chad Williams, HighView Church

Pledge of Allegiance Officer Kyle Letourneau

Ceremonial Presentations (Mayor Pro Tem & Council)

- Shop With A Cop Check Presentation by Villa Rica Lions Club - Clint Chance, Club President
- Kay Sweetalla for 15 Years of Service with Customer Service

Adoption of the Agenda (Mayor Pro Tem Michael 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.)

Council Updates (Subjects of General Interest and Concern)

A. Consent Agenda

1. Instruct the City Attorney to Develop an Ordinance Change to Allow PTVs to Travel City Streets Posted with up to 35-MPH Speed Limits
2. 2022 Holidays
3. Great Place to Work Employee Survey
4. Wellness Program through Tanner Healthcare
5. To Approve a Third Party Administrator Agreement for Partially Self-Funded Medical Insurance
6. 2022 Health Insurance Premium Rates
7. Move from Onsite Microsoft Exchange to Microsoft Cloud 365
8. Purchase of Barracude CloudGenX Subscription
9. Request for Approval of Premier Outdoor Movies to Display Our Drive in Movie
10. Purchase of Six New 2022 Police Pursuit Vehicles (Chief Michael Mansour)
11. Purchase of LED Bulbs and Fixtures for All City Facilities (Nic Griffin, Building and Fleet Manager)

12. Purchase of a 2022 Ford Escape for use by the Criminal Investigations Division
13. Request to Equip Six Requested Patrol Explorers with Motorola In-Car Emergency Band Radios
14. Equip Six Patrol Explorers with all Necessary Emergency Equipment
15. Equip Six Requested Patrol Explorers with Both In-Car Cameras and Body-Worn Cameras
16. North Plant Modifications, to Include Aerator, Belt Press, and Disc Filter Piping Installation
17. Request to Engage Simonton Engineering (formerly P.C. Simonton & Associates, Inc.) for Engineering Services for the North Plant Modifications
18. Request to Engage with Ovivo, USA for the Purchase of a Mechanical Aerator for the North Plant
19. Purchase of Hydra-Stop Valve Inspection and Insertion Valves
20. Request to Engage with the Vaughan Company for the Pump Purchase Servicing the West WRF
21. To Request Permission to Enter into a Temporary Water Agreement to Purchase Water for 30 Days with the Douglasville-Douglas County Water and Sewer Authority (DDCWSA) for Water System Testing
22. Approve a Proposal by Falcon Engineering to Evaluate Land for a Second Industrial Park

B. Governing Body (Mayor Gil McDougal)

1. Approval of Minutes:
 1. Meeting Minutes of October 12, 2021
 2. Meeting Minutes of Special Called Meeting of October 26, 2021

C. Community Development (Tracy Jarvis, Director)

1. Revision to Villa Rica Development Regulations Relative to Stream Buffers (Bobby Elliott, Director)
2. Amendment to Section 9.03(2) - Multifamily and Single-Family Attached Design Standards and Public Hearing (Ron Johnson, Planning & Zoning Specialist)

D. Utilities (Pete Zorbanos, Director)

1. Resolution of Support for Changes to State Highway System and Acceptance of Two Roadways (John Bain, Deputy Utilities Director)

E. Finance (Jennifer Hallman, Finance Director)

1. FY2022 Budget Amendments - #3 - 13

City Manager's Report (Tom Barber)

Adjournment



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Access to 35-MPH Roads with PTVs/Road-Equipped Golf Carts

AGENDA DATE: November 9, 2021

DATE PREPARED: October 31, 2021

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To instruct the City Attorney to develop an ordinance change to allow PTV's to travel on City streets posted with up to 35-MPH speed limits.

BACKGROUND: Councilmember McPherson has requested a change in our ordinance to allow PTVs/road-equipped golf carts to have access to roads with a posted speed limit of up to 35 MPH.

STAFF RECOMMENDATION: Staff recommends denial.

IMPACT:

MOTION: I move to instruct the City Attorney to draft an ordinance change to modify the maximum road speed allowed for PTV travel from 25 MPH to 35 MPH.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Proposed 2022 Holiday Calendar

AGENDA DATE: November 9, 2022

DATE PREPARED: October 20, 2021

PREPARED BY: Sarah Andrews

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To approve the proposed 2022 Holiday Calendar.

BACKGROUND: Each year the City observes 12 paid holidays. The attached calendar provides the dates for the 12 holidays. If the holiday falls on a Saturday or a Sunday, the holiday is observed on a Friday or Monday.

STAFF RECOMMENDATION: Approval.

MOTION: I move to approve the 2022 Holiday Calendar as presented.



City of Villa Rica

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

2022 Holiday Schedule

New Year's Day	Monday, January 3, 2022
Martin Luther King, Jr. Day	Monday, January 17, 2022
Presidents Day	Monday, February 21, 2022
Good Friday	Friday, April 15, 2022
Memorial Day	Monday, May 30, 2022
Independence Day	Monday, July 4, 2022
Labor Day	Monday, September 5, 2022
Veterans Day	Friday, November 11, 2022
Thanksgiving Day	Thursday, November 24, 2022
Day after Thanksgiving	Friday, November 25, 2022
Christmas Eve	Friday, December 23, 2022
Christmas Day	Monday, December 26, 2022



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Great Place to Work Employee Trust Index Survey
AGENDA DATE: November 9, 2022

DATE PREPARED: October 27, 2021
PREPARED BY: Sarah Andrews

AMOUNT: \$6,800
GL ACCOUNT #: 100-1540-521230
FUNDING SOURCE: General Fund Operations
BUDGETED ITEM? Yes

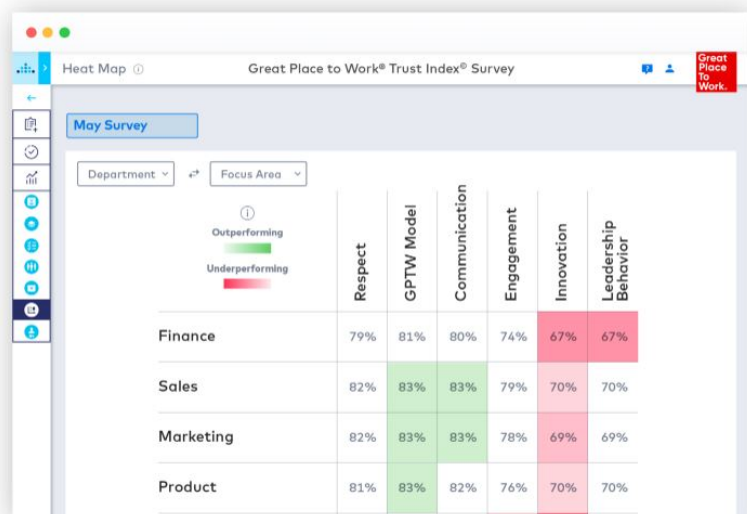
PURPOSE: To approve agreement with Great Place to Work Institute to perform an employee Trust Index survey.

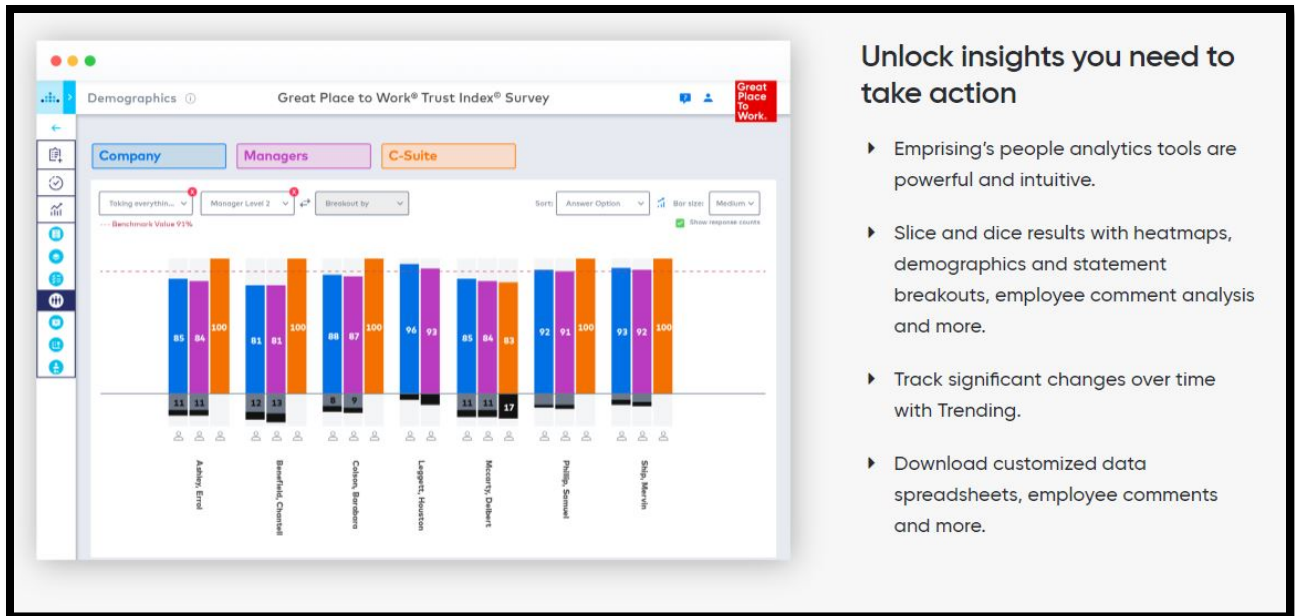
BACKGROUND: Great Place to Work (GPTW) offers an employee Trust Index survey that will allow the City's leaders to see results, analysis, and actionable results. GPTW has over 30 years of research in employee engagement, so the surveys are built to help us make strategic decisions to positively impact recruitment and retention.

This agreement is for a one-year subscription to the survey and the results.

Measure more of what matters to you

- ▶ It's easy to create a survey as unique as your business.
- ▶ Get feedback by department, manager, location and more.
- ▶ Take a snapshot of your people with quick and easy pulse surveys.



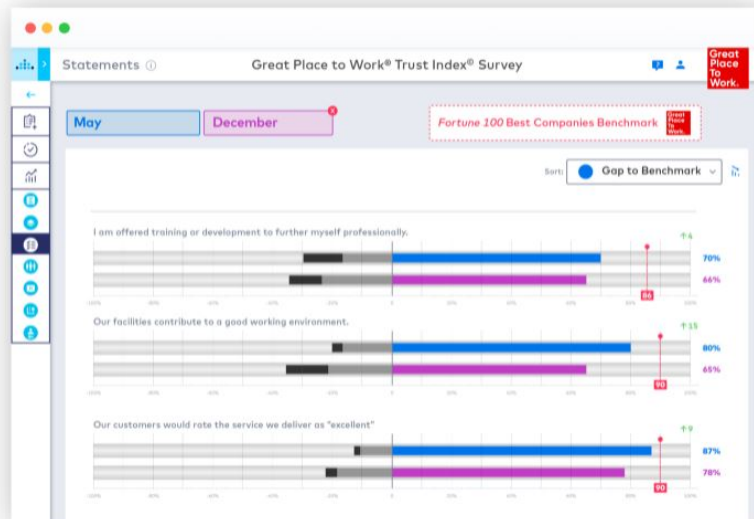


Unlock insights you need to take action

- ▶ Emprising's people analytics tools are powerful and intuitive.
- ▶ Slice and dice results with heatmaps, demographics and statement breakouts, employee comment analysis and more.
- ▶ Track significant changes over time with Trending.
- ▶ Download customized data spreadsheets, employee comments and more.

See how you stack up against the Best

- ▶ Get the most accurate benchmark data in the industry.
- ▶ Compare your culture to our Best Workplaces™ for Women, Millennials Diversity and more.
- ▶ Measure your results against the *Fortune* 100 Best Companies to Work For®.



If 7 out of 10 employees agree that the City of Villa Rica is a Great Place to Work, then we will earn the Great Place to Work Certification. We will be allowed to use the certification for recruiting purposes and on our City website.

STAFF RECOMMENDATION: Approval.

MOTION: I move to approve the agreement with Great Place to Work Institute, Inc. for a year-long subscription beginning January 3, 2022 for the amount of \$6,800.

GREAT PLACE TO WORK® INSTITUTE INC.
ORDER FORM

Company: City of Villa Rica

Effective Date:

This Order Form is effective as the Effective Date (as identified above) for the purchase by the company identified in the signature block below ("Company") of the products and services listed below from Great Place To Work Institute Inc. ("GPTW"). The pricing quoted in this Order Form expires: 12/31/2021 12:00:00 AM

PRODUCTS AND SERVICES

Service	Description	Price
Analyze	One (1) customizable, full census Trust Index© Survey for up to 500 US-based employees. Includes expanded report package, including insights, scores and employee comments. Survey results available via Emprising Analytics module.	\$6,800.00

AGREEMENT TERM AND PAYMENTS

Subscription Start Date	Subscription End Date	Total Price
01/03/2022	01/02/2023	\$6,800.00

All GPTW orders are final and have a one-year term from the Effective Date in which to utilize all included components (as detailed in this Order Form), including survey(s), report packages, online data analytics, and manager access. No refunds will be made once the Order Form has been executed by Company. Please submit cancellation requests to US_LegalSupport@greatplacetowork.com.

Dependent upon the Services purchased, additional fees may apply for changes to employee count per country, delivery dates and/or requests made by Company that require additional work, such as filling out security surveys, vendor registration forms, etc. Should additional fees apply, Company will be invoiced accordingly.

BILLING CONTACT			
Billing Contact Name:		Company Address:	571 West Bankhead Highway Villa Rica, GA 30180 United States
Billing Contact Email:			
Billing Contact Phone:			
Payment Frequency:	100% Invoiced upon signature		
Payment Terms:	Net 30 Days		
PO #: (If PO not required, enter "N/A") Please send a copy of PO to Accounting@greatplacetowork.com			
<i>Please note, should Company prefer to pay by credit card, an additional 3% charge will be incurred for Order Forms greater than \$2,000.</i>			

PRIMARY CONTACT			
Contact Name:	Tiffany Jenkins	Company Address:	571 West Bankhead Highway Villa Rica, GA 30180 United States
Contact Email:	tjenkins@villarica.org		
Contact Phone:			

The Company hereby agrees that its purchase and use of the products and services is governed by this Order Form ("Principal Agreement") and the terms and conditions available at <https://www.greatplacetowork.com/products-services-agreement> (PSA), the security survey information at <https://www.greatplacetowork.com/external-security-policy>, and <https://www.greatplacetowork.com/certification-best-workplaces-lists-terms> which covers confidentiality, data and intellectual property ownership, data privacy and security, among other subject matter as of the Effective Date. In the above terms and conditions, GPTW warrants and represents that it complies with the following industry standards: CPA-audited financial statements, Security Operations Center (SOC) Report 2 under the Statement on Standards for Attestation Engagements (SSAE) 18, as well as with the International Organization for Standardization (ISO) 27001:2013 and ISO 9001:2015 and the National Institute of Standards and Technology (NIST 2015) cybersecurity framework. GPTW is certified under the Privacy Shield and through the International Association of Privacy Professionals. Should Company require GPTW to consider amending the PSA, review a different Company agreement and/or a Company security survey, or provide Certificates of Insurance, Company agrees to pay additional invoices for these services as specified and explained at <https://www.greatplacetowork.com/gptw-policy-explanation>. GPTW will notify Company of the applicable fees prior to completing any work.

All capitalized terms used but not defined in this Order Form have the meaning given them in the PSA. The Agreement supersedes any other terms, including, but not limited to, any terms and conditions in Company's purchase orders. All fees are earned in advance and are non-refundable. The above products are deemed accepted upon the signing of this Order Form. GPTW reserves the right to discontinue and replace products/services with ones of comparable value or offer prorated refunds.

Each person signing this Order Form represents and warrants that he or she has full authority to execute this Order Form for the party on whose behalf he or she is signing, and Company has read and understands and accepts all the terms of the Agreement.

City of Villa Rica ("Company")

By:

Print Name:

Title:

Date:

Great Place To Work Institute, Inc.
("GPTW")

By:

A handwritten signature in cursive script that reads "Kelly Macey". The signature is written in black ink and is positioned above a horizontal line.

Print Name: Kelly Macey

Title: Senior Manager

Date:



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Tanner Wellness and Disease Management Program

AGENDA DATE: November 9, 2022

DATE PREPARED: October 28, 2021

PREPARED BY: Sarah Andrews

AMOUNT: \$42,790

GL ACCOUNT #: 610-1540-571040

FUNDING SOURCE: Self-Funded Insurance Fund

BUDGETED ITEM? Yes

PURPOSE: To approve an agreement with Tanner Health System to create a Wellness and Disease Management Program.

BACKGROUND: The City moved to a partially self-funded insurance plan in October 2017. We have tried to provide affordable coverage, including \$0 copays for well visits, to encourage our employees to be proactive with their health. Improved health helps reduce times that employees are out sick, and reduces the cost of physicians, facilities, and prescriptions to the fund.

The next step for improved health and reduced costs is to implement a wellness program. Tanner Health System offers such programs.

The proposed program includes the following components:

- *Wellness Lunch & Learns*
 - Tanner's Get Health, Live Well department will provide nutrition, exercise and wellness seminars during employee lunch breaks on a bimonthly basis.
- *Employee Engagement Portal*
 - Health portal that includes an entire suite of programs, activities, challenges and events that are engaging and customizable.
- *National Diabetes Prevention Program*
 - A structured intervention developed by the CDC that includes dietary coaching and moderate physical activity – with the goal of preventing diabetes for those who are pre-diabetic.
- *Diabetes Self-Management Program*
 - A workshop for those who have type 2 diabetes. Includes techniques for appropriate exercise, healthy eating, appropriate use of medication, and techniques for dealing with the symptoms of diabetes.

- *Freshstart*
 - The American Cancer Society's group-based tobacco cessation counseling program. Designed to help smokers and tobacco users combat the psychological and physical side effects of tobacco cessation.

If approved, we would implement this program January 1, 2022. Employees will *earn points* for their participation in these programs, as well as from the biometric screenings. Employees will need to reach a certain level of points to receive the discounted premiums for the 2023 insurance year.

STAFF RECOMMENDATION: Approval.

MOTION: I move to approve the agreement with Tanner Health System for a Wellness and Disease Management Program for an amount not to exceed \$42,790.

October 14, 2021

Sarah Andrews
Deputy City Manager/CFO
City of Villa Rica
571 W. Bankhead Hwy.
Villa Rica, GA 30180

Dear Sarah,

Thank you so much for reaching out to Tanner as a partner in your employees' health. I'm glad to provide the attached proposal to you for your review.

One of Tanner's greatest strengths is our people and our attention to our client's needs. Tanner has a talented, experienced and dedicated team who will work closely with you on wellness program implementation, customization, objectives, launch strategies, communication tactics, promotional tools, use of incentives, integration with other resources, aggregate data analysis and technical support – everything you need to provide the greatest health impact and return on investment.

As healthcare costs continue to rise — and as legislative and economic changes impact the benefit landscape — employers are seeking innovative and cost-efficient benefits solutions. Tanner's benefit consultants can provide industry-leading services to help you address issues across the benefits management spectrum: measurement and benchmarking; audit services across medical claims, disability, pharmacy and medical management; government regulations and compliance; health plan performance; and purchasing efficiencies, should you be interested.

After much consideration, we believe we've come up with a plan to help move the needle on your employees' health challenges and look forward to further discussion with you. Please let us know when you'd like to discuss further. We're happy to schedule a conference call or visit at your convenience.

Regards,
Tonya Fulks
Operations Manager
Get Healthy, Live Well
Tanner Health Source



Wellness Program Proposal October 2021

Creating a Wellness Program for Your Team Members

City of Villa Rica Request

The City of Villa Rica is interested in implementing an Employee Wellness program for approximately 170 full time employees, of which approximately 135 employees are currently on the City's health plan.

This proposal contains pricing for suggested programming to help your employees achieve their health goals. We will also work with you on particular milestones for engagement in the program, as well as suggest other measures you can take to achieve success.

Wellness Seminars and Lunch & Learns

Tanner Health System's Get Healthy, Live Well (GHLW) department will provide nutrition, exercise and wellness programming to be presented to the employees throughout the year on requested and/or recommended topics based on health assessment and biometric screening outcomes.

☐ **Wellness Seminars, presented 4 times throughout the day:**

- **Health Educator: \$450 / day**
- **Registered Dietitian: \$620 / day**
- **Registered Nurse: \$730 / day**

☐ **Lunch & Learns: 30-60 minute program provided during lunch break:**

- **Health Educator: \$225 / hour**
- **Registered Dietitian: \$310 / hour**
- **Registered Nurse: \$360 / hour**



**6 Lunch & Learns (2 of each)
\$1,790**

Employee Engagement Portal

GHLW's health portal platform includes an entire suite of programs, activities, challenges and events that are fun, engaging and highly customizable to your employee population needs. Studies have shown that by encouraging healthy living in a fun and unique manner, participants are likely to be successful at assuming healthier lifestyles.

GHLW's health portal is a web-based, scalable framework that provides your organization with the planning, tracking and measurement tools needed to easily deliver well-being resources to your workforce. Access to this platform's features will include a biometric data warehouse to support data aggregation and trending, as well as a participant portal in which users can track and set goals, enroll and schedule activities and challenges, track and monitor progress toward any available incentives, link their activity tracking device and be alerted to wellness resources and programs offered.

GHLW will provide incentive management, communications for challenges, connection to most health trackers, all through this easy to use, friendly portal. GHLW will provide administrative support to assist in the launch of the program, communication tactics through the portal to users, data import and reporting from health assessments and biometric screenings, implementation of challenges and activities.

☐ **Health portal access:**

\$7.00 per eligible employee per month

\$7 x 12 x 150 = \$12,600

Educational displays

GHLW provides a myriad of educational displays for use at your employee health fairs. Each booth has information, collateral material, visual learning aids and a healthcare staff member to engage your employees in improving their health. Below is a list of the educational displays we offer. Please check the topics you would like for your health fair.

- ☐ Blood Pressure
- ☐ Cholesterol
- ☐ Signs of a Heart Attack
- ☐ Tobacco Cessation (Consequences of smoking/using tobacco. Has pig lungs that shows “healthy lungs” and “smokers lungs” as well as “Mr. Gross Mouth” that shows the effects on using chewing tobacco.)
- ☐ Body Composition
- ☐ Bike Safety
- ☐ Water Safety
- ☐ Sun Safety
- ☐ Food in the Fast lane (Healthy eating while eating out.)
- ☐ Rethink your drink. (Sugar amounts in common soft drinks and energy drinks.)
- ☐ My Plate (Portion control/sizing)
- ☐ Cardiac Services
- ☐ Women’s Health
- ☐ Men’s Health - the importance of preventative screenings, and at what age to get certain screenings.)
- ☐ **Educational displays:** **\$250 per booth per 8 hour day**

**8 booths x \$250 =
\$2,000**

Chronic Disease Self-Management Classes and Health Education

GHLW will utilize the results from your health risk assessments to develop a customized wellness plan, and recommend programming to meet your employees’ needs. In addition, employees will have access to clinically-based, accredited chronic disease self-management classes such as the Diabetes Prevention Program, Freshstart tobacco cessation classes and chronic disease management programs. *Note: cost of program participation may be covered through your health insurance plan. Programs are available only to qualifying participants.*

- The **National Diabetes Prevention Program**, a structured lifestyle intervention developed by the CDC that includes dietary coaching, lifestyle intervention and moderate physical activity — all with the goal of preventing the onset of diabetes in individuals who are pre-diabetic. The clinical intervention consists of 16 intensive “core” sessions (one per week for an hour) of a curriculum in a group-based, classroom-style setting that provides practical training in long-term dietary change, increased physical activity, and behavior change strategies for weight control.



After the 16 core sessions, less intensive monthly follow-up meetings help ensure that the participants maintain healthy behaviors. The primary goal of the intervention is at least 5 percent average weight loss among participants that is evidenced to result in a 58 percent lower risk of getting diabetes, according to CDC estimates. GHLW’s Diabetes Prevention Program achieved CDC full recognition in 2016 for participant achievement of DPP program goals (e.g., weight loss, physical activity).

- ☐ **Diabetes Prevention Program:** **\$3,000 per participant (1-year class)**
Minimum 6 participants required

\$3000 x 6 = \$18,000

- The **Chronic Disease Self-management Program**, developed by Stanford University’s Education and Research Center, is a workshop given two and a half hours, once a week, for six weeks. People with different chronic health problems (hypertension, arthritis, cancer, depression, heart disease, diabetes and more) attend together. Family

members and informal caregivers are also encouraged to attend classes.

Workshops are facilitated by two certified leaders. Subjects covered include:

- Techniques to deal with problems such as frustration, fatigue, pain and isolation
- Appropriate exercise for maintaining and improving strength, flexibility and endurance
- Appropriate use of medications
- Communicating effectively with family, friends and health professionals
- Nutrition
- Healthy decision making
- How to evaluate new treatments

A recent research study indicates that participants who completed the program demonstrated significant improvements in exercise, cognitive symptom management, communication with physicians, self-reported general health, health distress, fatigue, disability and social/role activities limitations. They also spent fewer days in the hospital and there was a trend toward fewer outpatient visits and hospitalizations.

- ☐ **Chronic Disease Self-management Program:** **\$1,000 per participant (6-week class)**
Minimum 6 participants required

- The **Diabetes Self-management Program**, developed by Stanford University's Education and Research Center, is a workshop offered two and a half hours once a week for six weeks. People with type 2 diabetes attend the workshop in groups of 12 to 16. Workshops are led by two certified leaders. Subjects covered include:

- Techniques to deal with the symptoms of diabetes, fatigue, pain, hyper/hypoglycemia, stress, and emotional problems such as depression, anger, fear and frustration
- Appropriate exercise for maintaining and improving strength and endurance
- Healthy eating
- Appropriate use of medication
- Working more effectively with healthcare providers

Participants will make weekly action plans, share experiences and help each other solve problems they encounter in creating and carrying out their self-management program. A recent study indicates that participants who completed the program had significant improvements in depression, symptoms of hypoglycemia, communication with physicians, healthy eating and reading food labels. They demonstrated improvement in patient activation and self-efficacy, as well as spending fewer days in the hospital and there was a trend toward fewer outpatient visits and hospitalizations.

- ☐ **Diabetes Self-management Program:** **\$1,000 per participant (6-week class)**
Minimum 6 participants required

$\$1000 \times 6 = \$6,000$

- **Freshstart** is the American Cancer Society's group-based tobacco cessation counseling program. The Freshstart program is designed to help smokers and tobacco users to quit and develop coping skills to combat the psychological and physical side effects of tobacco cessation.

This straightforward, upbeat program is intended to stress the positives of the tobacco cessation experience — the reasons to quit and the benefits of quitting — while honestly exploring the very real, unpleasant feelings that are a part of beating the addiction to nicotine and the habit of smoking. Classes meet one hour a week for four weeks and are held by trained facilitators on a rolling basis every month at a variety of locations.

- ☐ **Freshstart Tobacco Cessation Program:** **\$400 per participant (4-week class)**
Minimum 4 participants required

$\$400 \times 6 = \$2,400$

City of Villa Rica

By: _____

Name: _____

Title: _____

Date: _____

Get Healthy, Live Well

By: _____

Name: _____

Title: _____

Date: _____



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Update Third Party Administrator Agreements

AGENDA DATE: November 9, 2022

DATE PREPARED: October 30, 2021

PREPARED BY: Sarah Andrews

AMOUNT: \$161,987 (Fixed Admin Fees), \$270,675 (Fixed Tiered Costs)

GL ACCOUNT #: 610-1540-571050

FUNDING SOURCE: Self-Funded Insurance Fund

BUDGETED ITEM? Yes

PURPOSE: To approve third party administrator agreements for partially self-funded medical insurance.

BACKGROUND:

Strongside Solutions requested quotes for us to go back to fully-funded insurance. The quotes received back were:

MEDICAL - Fully Insured	STATUS
Aetna	Declined to Quote
Anthem BCBS	Declined to Quote
Cigna	37.8% Increase or \$706,192 Annually
Humana	23.7% Increase or \$442,301 Annually
UnitedHealthcare	Declined to Quote

They also requested quotes from various stop loss carriers to continue the partially self-funded plan. The quotes received back were:

MEDICAL - Alternative Funding	STATUS
Stop Loss Carrier A - Option 1 - 12/18, 24/12 - \$50k - National Network	CURRENT CARRIER: 2.7% Increase or \$48,850 Annually with \$100,000 Laser [5.4% Increase including the laser]
Stop Loss Carrier B - Option 1 - 12/18, 24/12 - \$50k - National Network	6.1% Increase or \$111,762 Annually
Stop Loss Carrier C - Option 1 - 12/18, 24/12 - \$50k - National Network	13.4% Increase or \$244,935 Annually

Our current carrier came back with the lowest bid. After further discussion, we decided to go to a 9-month plan year for 2022. We would rebid next summer and have open enrollment by August for a new plan year to start October 1st. This will align our plan year with our fiscal year, and allow us to budget actual premiums instead of just an estimate. Deductibles and the FSA plan will still reset on January 1 of each year.

With the 9-month plan, our current carrier came back with an even lower quote. The only change to the administrative fees is a *\$0.50 increase* to the per month, per person charge for the third-party administration. The tiered administrative fees, however, *decreased by 3.99%*. So overall, the plan *decreased by 2.39%*.

Documents to be approved:

- Stop Loss Application
- Stop Loss Disclosure Form
- Allied Acceptance of Rates (confirms all rates/fees that Allied loads into their system)
- Allied Administrative Services Agreement (to reflect \$0.50 increase, and change in tiered rates)
- Organ Transplant Policy (revision due to shortened plan year)

STAFF RECOMMENDATION: Approval.

MOTION: I move to authorize the City Manager to sign the third-party administrator agreements for plan year to be effective January 1, 2022 through September 30, 2022.



Nationwide Life Insurance Company

Home Office: Columbus, Ohio

APPLICATION FOR STOP LOSS INSURANCE COVERAGE ("APPLICATION")

☐ New ☒ Renewal

Application is hereby made to **Nationwide Life Insurance Company** ("Company") for Aggregate and/or Specific Stop Loss Insurance. This Application must be accepted and approved by the Company prior to the Contract being in effect.

1. Full Legal name of Policyholder City of Villa Rica
2. Main contact at Policyholder Stephanie Rooks
3. Address 571 W. Bankhead Highway
4. City, State, ZIP Code Villa Rica, GA 30180
5. Subsidiary or affiliated companies (companies under common control through stock ownership, contract or otherwise with access to the Plan) that are to be included. List legal names and addresses of such companies.
n/a
6. Other locations. Include city, state and ZIP code.
n/a
7. Nature of Policyholder's Business
9111: Executive Offices
☒ Corporation ☐ Partnership ☐ Proprietorship ☐ Other _____
8. Has the Policyholder ever voluntarily applied for relief in the Bankruptcy Court?
☐ Yes ☒ No If yes, explain

9. Enter the full name of the Policyholder's Plan
City of Villa Rica Employee Benefit Plan
10. Name and address of Policyholder's Third Party Administrator
Allied Benefit Systems, LLC
200 W. Adams St., Chicago, IL 60606
11. Name of Utilization Review Provider and/or Preferred Provider Organization(s).
PPO = RBP- Allied Advocate / PHCS for Physicians and Facilities utilizing the Allied Advocate cost containment (Level 1 Savings-25% of savings capped at \$3,000, Level 2 Savings 25% of savings).
UR = American Health Holding
12. Proposed Effective Date 01/01/2022

13. Total eligible Covered Persons 156 Estimated initial enrollment 134
14. Are retirees covered? ☐ Yes ☒ No
15. Deposit premium \$ _____
16. Policyholder's writing agent or broker Wendell Strickland of Strongside Solutions LLC
 Social Security No. or Tax ID _____
 Address 12850 Hwy 9, Suite 600-111, Alpharetta, GA 30004
17. Where is the Stop Loss Contract and other correspondence to be mailed (name and address, if other than listed above)?

Persons to be covered under the Stop Loss Contract: Covered Units who meet the eligibility requirements as set forth under the Policyholder's underlying Plan, except an individual or dependent who is listed in the Special Conditions and/or Limitations section of this Application or who is required to be disclosed in the Stop Loss Disclosure Statement - unless the individual is named on the Stop Loss disclosure statement and approved by the Company.

SCHEDULE OF STOP LOSS

Coverage under the Stop Loss Contract is applicable only during the Contract Period from 01/01/2022 to 10/01/2022, and is further subject to all the terms and conditions of the Contract, unless specified below.

A. Aggregate Stop Loss ☒ Yes ☐ No

Benefit Period: Eligible Plan Losses

Incurred from 01/01/2021 through 09/30/2022, and

Paid from 01/01/2022 through 09/30/2022

Losses Incurred prior to the Effective Date will be limited to \$154,659.

Coverages applying to Aggregate Stop Loss include:

- ☒ Medical ☒ Prescription Drug Card Program
- ☐ Dental Care ☒ Mail Order Prescription Drug Card Program
- ☐ Vision Care ☐ Weekly (Disability) Income
- ☐ Other _____

Aggregate Percentage Reimbursable 100%
 (excess of Attachment Point)

Monthly Aggregate Factors:

	Single	EE+SP	EE+CH	EE+Fam
Medical	\$452.63	\$1,041.06	\$814.75	\$1,720.02
TLO	\$525.05	\$1,207.63	\$945.11	\$1,995.22

C. SPECIAL CONDITIONS AND/OR LIMITATIONS:

- Actively At Work is waived for those claimants disclosed.
- Rates and factors shown above assume the current schedule of benefits.
- All documentation provided for Disclosure is on file with AccuRisk Solutions, LLC.
- The Minimum Annual Aggregate Attachment Point including TLO is \$1,429,733.
- RBP - Allied Advocate / PHCS for Physicians and Facilities utilizing the Allied Advocate cost containment (Level 1 Savings - 25% of savings capped at \$3,000; Level 2 Savings - 25% of savings).
- Rates and Factors assume there is a fully insured transplant policy that is primary, therefore the plan is secondary. All transplant claims will be reimbursed on the basis the transplant policy is in force, whether in force or not.
- After the initial 24 months, AccuRisk Solutions will only honor an AOR change on the policy anniversary. If any of the vendor programs in place are changes, AccuRisk Solutions retains the right to revise the stop loss pricing.
- LCM Company: American Health Holding
- Pre-cert Company: American Health Holding
- Rx Company: US-Rx Care - Rx Cost Containment: AngelRX

Exclusion 9 of the policy has been modified to read as follows:

Experimental or Investigational treatment, procedure, service, supply or drug, as defined in this Contract, except that this limitation shall not apply to routine items and services that: (a) would have been Eligible Claim Expenses had they not been Incurred during an approved clinical trial; and (b) are provided during an approved clinical trial as required and defined under regulation.

Also, this limitation does not apply to expenses incurred for an approved clinical trial program for treatment of children's cancer. This means a Phase II and III prescription drug clinical trial program in this state, as approved by the federal Food and Drug Administration or the National Cancer Institute for the treatment of cancer that generally first manifests itself in children under the age of 19 and satisfies the following criteria: (a) the drug tests new therapies, regimens, or combinations thereof against standard therapies or regimens for the treatment of cancer in children, introduces a new therapy or regimen to treat recurrent cancer in children, or seeks to discover new therapies or regimens for the treatment of cancer in children which are more cost effective than standard therapies or regimens; and (b) has been certified by and utilizes the standards for acceptable protocols established by the Pediatric Oncology Group, Children's Cancer Group, or the Insurance Commissioner. Furthermore, the exclusion does not apply to a drug on the grounds that the drug has not been approved by the federal Food and Drug Administration for the particular indication if any of the following conditions are met: a) The drug is recognized for treatment of the indication in at least one standard reference compendium; and b) The drug is recommended for that particular type of cancer and found to be safe and effective in formal clinical studies, the results of which have been published in a peer reviewed professional medical journal published in either the United States or Great Britain.

D. RIDERS ATTACHED TO AND MADE PART OF THE CONTRACT AT EFFECTIVE DATE OR AS OTHERWISE SPECIFIED:

Advanced Funding Rider	☒ Yes ☐ No	Effective Date: 01/01/2022	Premium: n/a
Monthly Aggregate Accommodation Rider	☒ Yes ☐ No	Effective Date: 01/01/2022	Premium: \$2.50 per Covered Unit per month
Retained Corridor Rider	☐ Yes ☒ No	Effective Date: n/a	Premium: n/a per Covered Unit per month
Aggregate Terminal Run-Out Rider	☒ Yes ☐ No	Effective Date: 01/01/2022	Premium: \$1.50 per Covered Unit per month
Specific Terminal Run-Out Rider	☐ Yes ☒ No	Effective Date: n/a	Premium: n/a per Covered Unit per month

GENERAL CONDITIONS

It is understood and agreed that the following conditions must be satisfied prior to the approval of this Application:

The Policyholder is financially sound, with sufficient capital and cash flow to accept the risks inherent in sponsoring the Plan;

The Third Party Administrator, if any, retained by the Policyholder will be considered the Policyholder's agent and not the Company's agent;

All documentation requested by the Company must be submitted prior to any approval of this Application and must be received by the Company within thirty (30) days prior to the Effective Date;

The Company will evaluate the Policyholder's risk, and may require adjustments of rates, factors and or special limitations to accommodate for abnormal risks;

Premiums are not considered paid until the premium check is received by the Company and at the rates set forth in the Schedule of Stop Loss.

If the Policyholder has more than one business location, a representative of the Policyholder knowledgeable of the Covered Persons at each location has reviewed and completed the Stop Loss disclosure statement.

In making this Application, the Policyholder represents that such information accurately reflects the true facts and that the undersigned has authority to bind the Policyholder to the Contract. Accordingly, this Application, including the disclosure statement, will be a part of the Stop Loss Contract if accepted by the Company.

Any natural person who knowingly or willfully:

- Makes or aids in the making of any false or fraudulent statement or representation of any material fact or thing: (a) In any written statement or certificate; (b) In the filing of a claim; (c) In the making of an application for a policy of insurance; (d) In the receiving of such an application for a policy of insurance; or (e) In the receiving of money for such application for a policy of insurance for the purpose of procuring or attempting to procure the payment of any false or fraudulent claim or other benefit by an insurer; or
- Receives money for the purpose of purchasing insurance and converts such money to such person's own benefit commits the crime of insurance fraud.

Dated at Villa Rica, GA this _____ day of _____, 2021.

Policyholder City of Villa Rica

Authorized Officer/Partner _____

Type or Print

Title _____

Signature _____

Tax ID # 58-6000691

Witness _____

Standard Stop Loss Disclosure Form Instructions for Completion

HIPAA Privacy permits the release of Protected Health Information (PHI) for the purpose of evaluating and accepting risk associated with the Plan Sponsor as a part of “health care operations”. The Company/MGU shall use the information provided solely for the purpose of evaluating the acceptability of this risk and shall not disclose any PHI collected except in performing this risk evaluation.

The Company will rely upon the information provided on the attached disclosure form, which will become part of the Application for stop loss coverage. The purpose of the form is to allow the Company to take underwriting action on all known risks in the categories listed below. It is the Plan Sponsor's responsibility, either directly or through their designated representative, to accurately report all claims known as of the date of this disclosure by making a thorough review of all applicable records. Such records shall include historical claims reports, disability records, current information from administrators, insurers, utilization management companies, managed care companies, and any Agent/Broker of the Plan Sponsor. In exchange, the Company will accept the liability for any truly unknown risks. The attached disclosure form must be completed and signed by the appropriate parties no more than [thirty (30)] days prior to the proposed Effective Date of stop loss coverage and received by the Company within [five (5)] days of completion.

Upon receipt of the completed disclosure, the Company will assess all data, new and previously reported, and will inform the producer in writing within [five (5)] days of any changes to the rates, factors or terms of coverage. The Company reserves the right to rescind the proposal in its entirety based upon a review of all information submitted during the proposal process.

List on the Disclosure Form all risks known to:

1. Be currently disabled, confined to a Medical Facility, or have been precertified within the last three months.
2. Have received medical services during the current plan year the cost of which exceeds the lesser of, 50% of the lowest Specific Retention Amount applied for or \$50,000, and for which bills have been received by the Claims Administrator and entered into their Claims System.
3. Have been identified as a candidate for Case Management and as having the potential to exceed during the policy period, the lesser of, 50% of the lowest Specific Retention Amount applied for, or \$50,000.
4. Have been diagnosed, during the current plan year, with a condition represented by any of the ICD-10 codes contained in the attached list [and have also received medical services costing \$5,000 during the same period].

If the Plan Sponsor fails to disclose any risk known to fall into one of the above categories, either intentionally or because a thorough review of all records was not conducted, then the Company will have no liability for claims on the risk not disclosed.

Important Disclaimer Note: This standard disclosure form is endorsed by Self-Insurance Institute of America, Inc. (October 2015). In endorsing this standard disclosure form, SIIA does not provide any opinion as to the validity/legality of collecting such data by insurers or others. This endorsement is solely related to the need for a standard format in which disclosure, if enforced by the industry, will enable employers/plan sponsors the opportunity to use a single form as an industry standard. SIIA assumes no liability, implied or otherwise, with regard to the use of this form. In this regard, parties utilizing this form are encouraged to seek their own legal counsel. SIIA does not provide legal counsel. www.siiia.org

ICD-10-CM Diagnosis Codes for Disclosure Notification

Please list all Plan Participants who have been diagnosed with or treated for any of the codes listed under the following categories during the current Benefit Period:

A00-B99 **Certain infectious and parasitic disease**

A40 Streptococcal sepsis
A41 Other Sepsis
B15-B19 Viral hepatitis
B20 Human immunodeficiency virus [HIV] disease

C00-D49 **Neoplasms**

C00-C96 Malignant neoplasms
D46 Myelodysplastic syndromes

D50-D89 **Diseases of the blood and blood-forming organs & disorders involving the immune mechanism**

D57 Sickle-cell disorders
D59 Acquired hemolytic anemia
D60-D64 Aplastic and other anemias
D65-D69 Coagulation defects, purpura and other hemorrhagic conditions
D70-D77 Other diseases of blood and blood-forming organs
D80-D89 Certain disorders involving the immune mechanism

E00-E89 **Endocrine, nutritional and metabolic diseases**

E10-E13 Diabetes mellitus
E15-E16 Other disorders of glucose regulation and pancreatic internal secretion
E65-E68 Obesity and other hyperalimentation
E70-E89 Metabolic disorders

F01-F99 **Mental, Behavioral and Neurodevelopmental disorders**

F10.1 Alcohol Abuse
F11.1 Opioid Abuse
F20 Schizophrenia
F31 Bipolar Disorder
F32.3 Major depressive disorder, single episode, severe with psychotic feature
F33.1-F33.3 Major Depressive Disorder, recurrent
F84.0 Autistic Disorder
F84.2 Rett's Syndrome
F84.5 Asperger's syndrome

G00-99 **Diseases of the nervous system**

G00 Bacterial Meningitis
G04 Encephalitis Myelitis and Encephalomyelitis.
G06-G07 Intracranial and intraspinal abscess and granuloma

G12.21	Amyotrophic Lateral Sclerosis
G35	Multiple Sclerosis
G36	Other Acute Disseminated Demyelination
G37	Other Demyelinating disease of central nervous system
G82.5	Quadraplegia
G83.4	Cauda Equina Syndrome
G92	Toxic Encephalopathy
G93.1	Anoxic Brain Injury

I00-I99 Diseases of Circulatory System

I20	Angina Pectoris
I21.09-I22	Acute myocardial infarction
I24	Acute and Subacute Ischemic Heart Disease
I25	Chronic ischemic heart disease
I26	Pulmonary embolism
I27	Other pulmonary heart disease
I28	Other diseases of pulmonary vessels
I33	Acute & Subacute Endocarditis
I34-I38	Heart Valve Disorders
I42-I43	Cardiomyopathy
I44-I45	Conduction Disorders
I46	Cardiac Arrest
I47-I49	Cardiac Dysrhythmias
I50	Heart Failure
I60-I61	Subarachnoid Hemorrhage / Intercerebral Hemorrhage
I63	Cerebral infarction
I65.8-I66	Occlusion of Precerebral /Cerebral Arteries
I67	Other cerebrovascular disease
I70	Atherosclerosis / Aortic Aneurysm

J00-J99 Diseases of Respiratory System

J40-J44	Chronic Obstructive Pulmonary Disease (COPD)
J84.10-J84.89	Postinflammatory Pulmonary Fibrosis
J98.11-J98.4	Pulmonary Collapse / Respiratory Failure

K00-K95 Diseases of Digestive System

K22	Esophageal obstruction
K25-K28	Ulcers
K31	Other diseases of stomach & duodenum
K50	Crohn's disease
K51	Ulcerative colitis
K55-K64	Diseases of intestine
K65-K68	Diseases of peritoneum & retroperitoneum
K70-K77	Diseases of liver
K83	Diseases of biliary tract
K85-K86	Diseases of pancreatitis
K90-K95	Other diseases of digestive system/Complications of bariatric procedures

M00-M99 Diseases of Musculoskeletal System & Connective Tissue

M15-M19	Osteoarthritis
M32	Systemic lupus erythematosus
M34	Systemic sclerosis
M41	Scoliosis
M43	Spondylolysis
M50	Cervical disc disorders
M51	Thoracic, thoracolumbar & lumbosacral intervertebral disc disorders
M72.6	Necrotizing Fasciitis
M86	Osteomyelitis

N00-N99 Diseases of the Genitourinary System

N00-N01	Acute and Rapidly Progressive Nephritic Syndrome
N03	Chronic Nephritic Syndrome
N04	Nephrotic Syndrome
N05-N07	Nephritis and Nephropathy
N08	Glomerular Disorders classified elsewhere
N17	Acute Kidney Failure
N18	Chronic Kidney Disease (CKD)
N19	Renal Failure, Unspecified

O00-O9A Pregnancy, childbirth and the puerperium

O09	High Risk Pregnancy
O11	Pre-Existing Hypertension with Pre-Eclampsia
O14-O15	Pre-Eclampsia and Eclampsia
O30	Multiple Gestation
O31	Other complications specific to Multiple Gestations

P00-P96 Certain conditions originating in the perinatal period

P07	Disorders of newborn related to short gestation and low birth weight
P10- P15	Birth Trauma
P19	Fetal distress
P23-P28	Other respiratory conditions of newborn
P29	Cardiovascular disorders originating in the perinatal period
P36	Bacterial sepsis of newborn
P52-P53	Intracranial hemorrhage of newborn
P77	Necrotizing enterocolitis of newborn
P91	Other disturbances of cerebral status newborn

Q00-Q99 Congenital malformations, deformations and chromosomal abnormalities

Q00-Q07	Congenital malformations of the nervous system
Q20- Q26	Congenital Cardiac malformations
Q41-Q45	Congenital Anomalies of Digestive system
Q85	Phakomatoses, not classified elsewhere
Q87	Congenital malformation syndromes affecting multiple systems
Q89	Other Congenital malformations

R00-R99 Symptoms, signs and abnormal clinical and laboratory findings, not elsewhere classified

R07.1-R07.9	Chest Pain
R40-R40.236	Coma
R57-R58	Shock, Hemorrhage
R65.2-R65.21	Severe sepsis

S00-T88 Injury, Poisoning and Certain Other Consequences of External Causes

S02	Fracture of skull and facial bones
S06	Intracranial injury
S07	Crush injury to head
S08	Avulsion and traumatic amputation of part of head

S12-S13	Fracture and injuries of cervical vertebra and other parts of neck
S14.0-S14.15	Injury of nerves and spinal cord at neck level
S22.0	Fracture of thoracic vertebra
S24	Injury of nerves and spinal cord at thorax level
S25	Injury of blood vessels of thorax
S26	Injury of heart
S32.0-S32.2	Fracture of lumbar vertebra
S34	Injury of lumbar and sacral spinal cord and nerves
S35	Injury of blood vessels at abdomen, lower back and pelvis
S36-S37	Injury of intra-abdominal organs
S48	Traumatic amputation of shoulder and upper arm
S58	Traumatic amputation of elbow and forearm
S68.4-S68.7	Traumatic amputation of hand at wrist level
S78	Traumatic amputation of hip and thigh
S88	Traumatic amputation of lower leg
S98	Traumatic amputation of ankle and foot
T30-T32	Burns and corrosions of multiple body regions
T81.11-T81.12	Postprocedural cardiogenic and septic shock
T82	Complications of cardiac and vascular prosthetic devices, implants and grafts
T83-T85	Complications of prosthetic devices, implants and grafts
T86	Complications of transplanted organs and tissue
T87	Complications to reattachment and amputation

Z00-Z99	<i>Factors Influencing Health Status and Contact with Health Services</i>
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Z37.5-Z37.6	Multiple births
Z38.3-Z38.8	Multiple births
Z48-Z48.298	Encounter for aftercare following organ transplant
Z49	Encounter for care involving renal dialysis
Z94	Transplanted organ and tissue status
Z95	Presence of cardiac and vascular implants and grafts
Z98.85	Transplanted organ removal status
Z99.1	Dependence on respirator
Z99.2	Dependence on dialysis



Acceptance of Rates and Terms

City of Villa Rica

January 1, 2022 - September 30, 2022

Contract Terms	
Provider Network	PHCS
Specific Stop Loss Coverage	Nationwide Life Insurance Company
Specific Deductible	\$50,000
Specific Contract	9/15
Specific Coverage	Medical, Rx
Aggregate Stop Loss Coverage	Nationwide Life Insurance Company
Aggregate Contract	21/9
Aggregate Coverage	Medical, Rx
Aggregate Aggregate Run In Limit	\$154,659

Employee Census	
Single Employees	62
Employee + Spouse Employees	19
Employee + Child(ren) Employees	27
Family Employees	26
Total Employees:	134

Administrative Fees	
Medical Administration Fee	\$42.50
PBM Coordination Fee	\$3.00
Managed Care Access Fee - PHCS	\$9.02
Utilization Review	\$2.52
Teladoc	Included
PHIA Coordination Fee	\$2.00
Broker Management Fee	\$42.75
Annual Administration Fee	\$3,250.00
Total Monthly Costs:	\$13,639.86
Total Annual Costs:	\$126,008.74

Medical Stop Loss Premiums	
Single Specific Premium	\$100.28
Employee + Spouse Specific Premium	\$215.05
Employee + Child(ren) Specific Premium	\$170.91
Family Specific Premium	\$347.48
Aggregate Premium	\$10.52
Aggregate Accommodation Fee	\$2.50
Aggregate Terminal Liability Fee	\$1.50
Total Monthly Costs:	\$25,898.04
Total Annual Costs:	\$310,776.48

Organ Transplant *	
Organ Transplant Carrier	HCC Life
Single Organ Transplant Premium	\$6.11
Family Organ Transplant Premium	15.16
Total Monthly Costs:	\$772.98
Total Annual Costs:	\$9,275.76

Total Annual Fixed Cost	\$446,060.98
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Aggregate Liability	
Single Aggregate Factor	\$452.63
Employee + Spouse Aggregate Factors	\$1,041.06
Employee + Child(ren) Aggregate Factors	\$841.75
Family Aggregate Factor	\$1,720.02
Total Monthly Aggregate:	\$115,290.97
Total Minimum Annual Aggregate:	\$1,383,491.64

Maximum Plan Exposure	\$1,829,552.62
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Expected Cost	\$1,552,854.29
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*Organ Transplant premiums are not final. 2022 premiums contingent upon receipt of renewal from carrier.

The Plan's Minimum Annual Attachment point (MAAP) is calculated by the carrier at the time of underwriting.

Rates and Factors are based on claims and enrollment data to date. Final factors may be revised based on additional data. Allied Benefit Systems, LLC shall not be bound by any typographical errors contained herein. After discovery of such errors, equitable adjustments will be made.

The above has been reviewed and approved.

Signature

Date

Print

Title

**FIRST AMENDMENT TO ADMINISTRATIVE SERVICES
AGREEMENT
GROUP NO. A20110**

This First Amendment to the Administrative Services Agreement ("Agreement"), by and between City of Villa Rica (hereinafter referred to as "Employer") and Allied Benefit Systems, LLC (hereinafter referred to as "Claims Processor"), is effective January 1, 2022. All provisions in the Agreement shall remain the same, except for the following:

All references to Allied Benefit Systems, Inc. listed within the Agreement are hereby deleted and replaced by Allied Benefit Systems, LLC.

Exhibit B is deleted in its entirety and replaced with the following:

EXHIBIT B

January 1, 2022 through September 30, 2022

**Schedule of Fees
and
Allied Benefit Systems, Inc.
ERISA Prohibited Transaction Class Exemption
77-9 and 84-24 (PTE 77-9 and 84-24)
Disclosure Statement**

SCHEDULE OF FEES

I. Administrative Fees

a) Medical (per employee per month)	\$ 42.50
b) PBM Coordination (per employee per month)	\$ 3.00
c) Annual Administration Fee	\$ 3,250.00

II. Allied Advocate

Allied Advocate	<u>25% of savings</u>
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Dialysis Claims Management Strategy (DCMS):

DCMS Savings: The administrative fee for DCMS is 25% of the first three months of the Benefit Plan savings. For in-network claims, savings constitute the difference between the PPO allowable and the Medicare allowable. For out-of-network claims, savings constitute the difference between total billed charges and the Medicare allowable.

Catastrophic Claims Management Strategy (CCMS):

Level 1 savings: The administrative fee is 25% of the Benefit Plan's savings. For in-network claims, savings constitute the difference between the PPO allowable and the Medicare allowable. For out-of-network claims, savings constitute the difference between total billed charges and the Medicare allowable. The administrative fee will not exceed \$3,000 per claim, subject to an annual fee increase no greater than 3% of the then current year's fee.

Level 2 savings: The administrative fee for Level 2 savings is based upon 25% of the Benefit Plan's savings that Claims Processor negotiates directly with the provider to accept as final payment. For in-network claims, savings constitute the difference between the PPO allowable and the agreed upon final payment amount to the provider. For out-of-network claims, savings constitute the difference between total billed charges and the agreed upon final payment amount to the provider.

Surgical Center Claims Management Strategy (SCCMS):

Level 1 savings: The administrative fee is 25% of the Benefit Plan's savings. For in-network claims, savings constitute the difference between the PPO allowable and the Medicare allowable. For out-of-network claims, savings constitute the difference between total billed charges and the Medicare allowable. The administrative fee will not exceed \$3,000 per claim, subject to an annual fee increase no greater than 3% of the then current year's fee.

Level 2 savings: The administrative fee for Level 2 savings is based upon 25% of the Benefit Plan's savings that Claims Processor negotiates directly with the provider to accept as final payment. For in-network claims, savings constitute the difference between the PPO allowable and the agreed upon final payment amount to the provider. For out-of-network claims, savings constitute the difference between total billed charges and the agreed upon final payment amount to the provider.

Ambulance Claims Management Strategy:

Level 1 savings: The administrative fee is 25% of the Benefit Plan's savings. For in-network claims, savings constitute the difference between the PPO allowable and the Medicare allowable. For out-of-network claims, savings constitute the difference between total billed charges and the Medicare allowable. The administrative fee will not exceed \$3,000 per claim, subject to an annual fee increase no greater than 3% of the then current year's fee.

Level 2 savings: The administrative fee for Level 2 savings is based upon 25% of the Benefit Plan's savings that Claims Processor negotiates directly with the provider to accept as final payment. For in-network claims, savings constitute the difference between the PPO allowable and the agreed upon final payment amount to the provider. For out-of-network claims, savings constitute the difference between total billed charges and the agreed upon final payment amount to the provider.

Form CMS-1500 Claims Management Strategy:

Level 1 savings: The administrative fee is 25% of the Benefit Plan's savings. For in-network claims, savings constitute the difference between the PPO allowable and the Medicare allowable. For out-of-network claims, savings constitute the difference between total billed charges and the Medicare allowable. The administrative fee will not exceed \$3,000 per claim, subject to an annual fee increase no greater than 3% of the then current year's fee.

Level 2 savings: The administrative fee for Level 2 savings is based upon 25% of the Benefit Plan's savings that Claims Processor negotiates directly with the provider to accept as final payment. For in-network claims, savings constitute the difference between the PPO allowable and the agreed upon final payment amount to the provider. For out-of-network claims, savings constitute the difference between total billed charges and the agreed upon final payment amount to the provider.

Infusion Therapy Claims Management Strategy:

Level 1 savings: The administrative fee is 25% of the Benefit Plan's savings. For in-network claims, savings constitute the difference between the PPO allowable and the Medicare allowable. For out-of-network claims, savings constitute the difference between total billed charges and the Medicare allowable. The administrative fee will not exceed \$3,000 per claim, subject to an annual fee increase no greater than 3% of the then current year's fee.

Level 2 savings: The administrative fee for Level 2 savings is based upon 25% of the Benefit Plan's savings that Claims Processor negotiates directly with the provider to accept as final payment. For in-network claims, savings constitute the difference between the PPO allowable and the agreed upon final payment amount to the provider. For out-of-network claims, savings constitute the difference between total billed charges and the agreed upon final payment amount to the provider.

I. Subrogation

Subrogation Recovery Fee	<u>25% of recovery</u>
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II. Printing

a) Summary Plan Descriptions	<u>Cost to Print + 20%</u>
b) I.D. Cards	<u>Included</u>
c) All Other Miscellaneous	
Printing	<u>Cost to Print + 20%</u>

III. Managed Care Fees

a) PPO Access Fee	<u>\$ 9.02</u>
b) Utilization Review Fee	<u>\$ 2.52</u>
c) PHIA Coordination Fee	<u>\$ 2.00</u>
d) Telemedicine	<u>Included</u>
e) Case Management	<u>\$ 130 per hour</u>
f) ECM (Enhanced Case Management)	<u>\$ 250 per hour</u>
g) Medical Review	<u>Nurse: \$136/case</u> <u>Physician \$266/case</u>
h) External Review Including Independent Review Organization ("IRO")	<u>Cost Per Review</u>

IV. Commission

a) Stop Loss Commission	<u>Placed by Broker</u>
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V. Broker Fees

a) Broker Management Fee	<u>\$ 42.75</u>
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VI. Recalculation of Claims

a) Recalculation constitutes the reprocessing of a claim by Claims Processor, resulting from 1) a retroactive change in Benefit Plan terms or 2) a new direction/interpretation from Employer to be applied retroactively, subsequent to the original processing of the claim \$ 15.00 per claim

In the event Employer terminates this Agreement with less than thirty (30) days written notice to Claims Processor, a fee equal to the total administrative fee charged for one (1) month shall be immediately due and owing. All other fees due and owing shall continue to be paid as billed.

Increased expenses incurred by reason of changes in the Benefit Plan, the selection of any other vendor and corresponding services, or any increase in fee from your vendor, will give the Claims Processor the right to adjust the fees effective on the date such changes are effective. Claims Processor also reserves the right to adjust fees on any date that increased expenses are incurred by reason of 1) a change imposed by any governmental entity, 2) a revised interpretation of an existing requirement, or 3) the enactment of a new law or regulation. Any tax or penalty assessed against Claims Processor as either a direct or indirect result of the existence and/or administration of the Benefit Plan will be the responsibility of the Employer to pay. The fee adjustments referenced above will be limited to the increased expenses incurred solely as a result of the reason for the adjustments, and whenever reasonably possible, the Employer will be provided 30 days written notice prior to the changes.

The fees are also subject to change by Claims Processor as of the anniversary date of each year during the continuation of the Agreement, as well as by reason of a greater than 15% change in enrollment at any time from the Effective Date of this Agreement. Fees charged by other vendors are subject to change based on the terms of their agreements.

If Employer fails to pay any amounts owed to the Claims Processor within 30 days after such amounts are due, the Claims Processor may offset such amounts against any amounts owed by, or payable from, the Claims Processor to Employer.

DISCLOSURE STATEMENT

I. Introduction

Allied Benefit Systems, Inc. ("Allied") is a third party administrator providing services to the City of Villa Rica Employee Benefits Plan. PTE 77-9 and 84-24, as issued by the Internal Revenue Service and the U.S. Department of Labor, permit the receipt of reasonable compensation by certain enumerated interested parties, including third party administrators and brokers, for services rendered in connection with the sale of insurance contracts if proper disclosure is made and the transaction is approved by the appropriate independent plan fiduciaries. PTE 77-9 and 84-24 require that the transaction be at arms length and in the best interests of the plan participants. This Disclosure Statement serves to satisfy the disclosure requirement of PTE 77-9 and 84-24. This information is provided on the condition that it be held in confidence by the Employer.

- A. Employer: City of Villa Rica
- B. Plan name: City of Villa Rica Employee Benefits Plan
- C. Plan administrator and plan fiduciary: City of Villa Rica
- D. Stop-loss insurance carrier: Nationwide Life Insurance Company
- E. Pharmacy Benefit Manager: US-Rx Care / Angel Rx
- F. Preferred Provider Organization: PHCS
- G. Utilization Review/Case Management/Medical Review Vendor: American Health Holding, Inc.
- H. Broker/Consultant Name: Strongside Solutions

II. Affiliation

Allied is an independently owned third party administrator. Allied is not affiliated with any stop-loss or life insurance carrier, including the carriers mentioned above, or the other vendors mentioned above. Allied is not limited by any agreement with such carriers or vendors in its ability to recommend insurance contracts or services. Allied's services to the Plan are purely ministerial in nature and shall be performed, without any discretionary authority or control, within the framework established by the employer. Allied is not the plan fiduciary, trustee or

plan administrator for the Plan. The plan administrator and plan fiduciary referenced above retain the exclusive discretionary authority and control to manage the Plan and the disposition of its assets, to establish plan benefit conditions and procedures, and to review the application of such policies and conditions.

III. Commissions and Fees

The commissions, expressed as a percentage of the gross annual premium, and fees paid to Allied, the broker and/or consultant, and other vendors are referenced above.

Allied may receive compensation for the services provided in 2(m) of the Agreement in the form of amounts added to the net fee charged by other vendors. Allied may also receive a production bonus from any of the entities referenced in section (I) of this Disclosure Statement, or rebates from the pharmacy benefit manager, based on Allied's volume of business with these vendors. Allied may receive from a financial institution, payment vendor or other repricing vendors, compensating balance credit or interest for funds held on deposit or other incentive payments.

IV. Acknowledgement and Approval

City of Villa Rica, the plan fiduciary and plan administrator of the City of Villa Rica Employee Benefit Plan: (1) acknowledges receipt of the foregoing and represents that it has read and understands the foregoing; (2) on behalf of the Plan, approves the purchase of the insurance and other related products, the receipt of the sales commissions, and an execution of the administrative service agreement with Allied; (3) acknowledges it will not receive directly or indirectly any compensation or consideration from any party dealing with the Plan in connection with the matters described above; and (4) acknowledges it will maintain the information in this Disclosure Statement in confidence and will not disclose this information to any other party, except the Internal Revenue Service or the U.S. Department of Labor, without the prior written consent of Allied Benefit Systems, Inc.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered on the day and year first above written.

FOR THE EMPLOYER:

BY: _____

TITLE: _____

DATE: _____

FOR THE CLAIMS PROCESSOR:

BY:  _____

TITLE: VP of Administration _____

DATE: 11/1/21 _____

ALLIED BENEFIT SYSTEMS, LLC
200 West Adams
Suite 500
Chicago, IL 60606
(312) 906-8080



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Benefit Premiums
AGENDA DATE: November 9, 2022

DATE PREPARED: October 29, 2021
PREPARED BY: Sarah Andrews

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

PURPOSE: To approve updated medical and ancillary premiums for 2022.

BACKGROUND:

Medical Premiums

Premiums vary due to coverage level (Employee Only, Employee + Spouse, Employee + Child(ren), or Employee + Family) and tobacco use. An employee that is a tobacco user will incur the highest premiums.

Premiums are decreasing by almost 1% for each coverage level.

Description	2021	2022	Change
	Semi-Monthly EE Amount	Semi-Monthly EE Amount	
Medical (Not a Tobacco user)			
Employee	\$17.18	\$17.02	-0.94%
Empl + Spouse	\$109.93	\$108.90	-0.94%
Empl + Child(ren)	\$84.16	\$83.37	-0.94%
Empl + Family	\$202.68	\$200.78	-0.94%

Medical (Tobacco user)			
Employee	\$65.27	\$64.66	-0.94%
Empl + Spouse	\$182.75	\$181.04	-0.94%
Empl + Child(ren)	\$150.12	\$148.71	-0.94%
Empl + Family	\$300.24	\$297.42	-0.94%

Ancillary Premiums

The only ancillary plan premium that changed was Dental. The premiums did not change for the other plans including, Vision, Accident, Critical Illness, Short Term Disability, Voluntary Life, and Voluntary Supplemental Life.

Description	2021	2022	Change
	Semi-Monthly EE Amount	Semi-Monthly EE Amount	
Dental			
Employee	\$1.61	\$1.67	4%
Empl + Spouse	\$5.59	\$5.81	4%
Empl + Child(ren)	\$7.22	\$7.50	4%
Empl + Family	\$11.42	\$11.87	4%

STAFF RECOMMENDATION: Approval.

MOTION: I move to approve the benefit premiums as presented, to be effective January 1, 2022, with deductions beginning December 1, 2021.

Proposed 2022 Medical Insurance Premiums

Description	Rate	Semi-Monthly EE Amount	Semi-Monthly ER Amount	Total Semi-Monthly Premium	Monthly EE Amount	Monthly ER Amount	Total Monthly Premium
Medical (Not a Tobacco user)							
Employee	5.0%	\$17.02	\$323.28	\$340.30	\$34.03	\$646.58	\$680.61
Empl + Spouse	30.0%	\$108.90	\$537.68	\$646.58	\$217.79	\$1,075.36	\$1,293.15
Empl + Child(ren)	30.0%	\$83.37	\$478.13	\$561.50	\$166.75	\$956.25	\$1,123.00
Empl + Family	30.0%	\$200.78	\$752.07	\$952.85	\$401.56	\$1,504.14	\$1,905.70

Medical (Tobacco user)							
Employee	19.0%	\$64.66	\$275.64	\$340.30	\$129.32	\$551.29	\$680.61
Empl + Spouse	38.0%	\$181.04	\$465.54	\$646.58	\$362.08	\$931.07	\$1,293.15
Empl + Child(ren)	38.0%	\$148.71	\$412.79	\$561.50	\$297.42	\$825.57	\$1,123.00
Empl + Family	38.0%	\$297.42	\$655.43	\$952.85	\$594.85	\$1,310.85	\$1,905.70



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Microsoft Office 365

AGENDA DATE: 11/09/2021

DATE PREPARED: 11/8/2021

PREPARED BY: Jim Chambers

AMOUNT: \$33,375 based on 150 users @ \$222.50 per user annually

GL ACCOUNT #: 100-1535-521300

FUNDING SOURCE: Fund Balance

BUDGETED ITEM? No

PURPOSE: Request moving from onsite Microsoft Exchange server to Microsoft Cloud 365 for the purpose of strengthening and securing Email and Microsoft files and limiting liability and risk. The licenses will be purchased through CPAK Technology Solutions as they are our preferred provider for Microsoft licenses.

BACKGROUND: Due to having Microsoft Exchange on premises, we have had several incidents resulting from Exchange being compromised. Having Exchange on premises is a liability due to lack of timely updates from Microsoft.

Moving Exchange to Microsoft Cloud 365 will give benefits beyond security, such as unlimited personal file storage and 100GB mailboxes, as well as the ability to access and use MS Office and access files from anywhere.

STAFF RECOMMENDATION: Approval.

MOTION: I move that we engage CPAK Technology Solutions for the purchase of 150 Microsoft Cloud 365 licenses in the amount of \$33,375.00.



Quote

Date	Quote #	Account Manager
Nov 3, 2021	CPKQ32626-A	Jenny McCartney

Quote Prepared For:

Jim Chambers
City of Villa Rica
571 West Bankhead Highway
Villa Rica, GA 30180

Issue Purchase Order to:

Cpak Technology Solutions
133 Main Street
LaGrange, GA 30240
Fax: 706-298-4537
E-mail: sales@cpak.com
FED ID # 58-1623505

Qty	Part Number	Description	Unit Price	Extended Price
1	Office 365 G1 GCC	Office 365 G1 GCC - Annual	\$90.00	\$90.00
1	Office 365 G3 GCC	Office 365 G3 GCC - Annual	\$222.50	\$222.50
1	Office 365 G5 GCC	Office 365 G5 GCC - Annual	\$354.00	\$354.00
1	Exchange Plan 1	Exchange Online (Plan 1) for GCC - Annual	\$45.00	\$45.00
1	Exchange Plan 2	Exchange Online (Plan 2) for GCC - Annual	\$90.00	\$90.00

SubTotal	\$801.50
Tax	\$0.00
Grand Total	\$801.50

This quote includes a 3.5% cash discount. If you wish to order on a credit card, please contact us for a revised quote.

Pricing and availability may change. Please contact Cpak for current information.

Cpak Technology Solutions
133 Main Street - LaGrange, GA 30240
Phone: 706-883-7664 Fax: 706-298-4537 E-mail: sales@cpak.com



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Barracuda Cloud Gen X
AGENDA DATE: 11/9/2021

DATE PREPARED: 11/8/2021
PREPARED BY: Jim Chambers

AMOUNT: \$16,585.28 based on 150 users @ \$102.647 annually plus \$1197.78
GL ACCOUNT #: 100-1535-521300
FUNDING SOURCE: Fund Balance
BUDGETED ITEM? No

PURPOSE: Request to engage CPAK Technology Solutions to purchase CloudGen Access Service subscriptions and Barracuda Consulting Services Phone Support which will give us the ability to limit access to network resources both inbound and outbound, will lock down accounts to remotely used resources as needed, and replace our current client based VPN.

BACKGROUND: We have no ability to limit our outbound traffic; so if our network is compromised we do not possess the ability to stop outbound communications.

STAFF RECOMMENDATION: Approval.

MOTION: I move to engage CPAK Technologies Solutions for the purchase of CloudGen Access Service and Barracuda Consulting Services Phone Support in the amount of \$16,598.28.



Quote

Date	Quote #	Account Manager
Nov 5, 2021	CPKQ33500	Jenny McCartney

Quote Prepared For:

Jim Chambers
City of Villa Rica
571 West Bankhead Highway
Villa Rica, GA 30180

Issue Purchase Order to:

Cpak Technology Solutions
133 Main Street
LaGrange, GA 30240
Fax: 706-298-4537
E-mail: sales@cpak.com
FED ID # 58-1623505

Qty	Part Number	Description	Unit Price	Extended Price
1	CGA-SERVICE	CloudGen Access Service - New Subscription	\$0.00	\$0.00
150	CGA-A-USER-1M	CloudGen Access Per User - 1 Year New Subscription	\$102.67	\$15,400.50
1	BT003	Four Hours of Barracuda Consulting Services Phone Support	\$1,197.78	\$1,197.78

Pricing valid until 12/3/21

SubTotal	\$16,598.28
Tax	\$0.00
Grand Total	\$16,598.28

This quote includes a 3.5% cash discount. If you wish to order on a credit card, please contact us for a revised quote.

Pricing and availability may change. Please contact Cpak for current information.

Cpak Technology Solutions
133 Main Street - LaGrange, GA 30240
Phone: 706-883-7664 Fax: 706-298-4537 E-mail: sales@cpak.com



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Drive In Movie Night
AGENDA DATE: November 9, 2021

DATE PREPARED: October 19, 2021
PREPARED BY: Tracie Ivey, Director

AMOUNT: \$3,329.00
GL ACCOUNT #: 100-6130-531710
FUNDING SOURCE: Recreation Programs/ Special Events Budget
BUDGETED ITEM? Yes

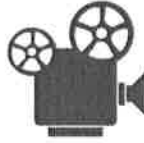
PURPOSE: To continue the departments Family Fun Initiative, we are adding a Drive in Movie Night featuring Raya and the Last Dragon, rated PG.

BACKGROUND: This event will be held on Friday, November 19, 2021. Movies will be shown on a large 30'x17' portable screen and attendees will watch within their vehicles with the sound coming through a signal on their car radios. Recreation staff will secure the license with Swank. Swank provides movies and movie licensing to parks, recreation centers, companies, colleges, K-12 schools, public libraries and dozens of other entities that want to show films legally on their property using a drive-up format. According to the Federal Copyright Act, copyrighted materials like movies can only be used for a public performance if they're properly licensed.

STAFF RECOMMENDATION: Approval of Premiere Outdoor Movies to display our Drive in Movie

IMPACT: The positive impact of allowing families to enjoy a fun filled evening in our parks

MOTION: To approve Premiere Outdoor Movies as the vendor for the Drive in Movie.



PREMIERE

OUTDOOR MOVIES

Invoice

If printing and mailing your contract to us, please mail to:

PREMIERE OUTDOOR MOVIES

210 N.Tubb Street #890 Oakland, FL, 34760

(Signed contract and payment must be received prior to event date)

Order No: 8015163
Order Date: 10/28/2021
Rep: Dana Baquero

RainDate

Billing Information

Villa Rica Parks & Recs

Tracie Ivey

646 Industrial Blvd

Villa Rica, GA 30180

Home Phone:

Cell Phone: (770) 459-7011

Office Phone: (678) 785-1095

Delivery Location

Tracie Ivey

646 Industrial Blvd

Villa Rica, GA 30180

Name	Qty	Total	Arrival Time: 4:00pm
30ft Ultimate Movie Screen (30'x17' viewable) \$2,199	1	\$2,199.00	
Generator Service \$200	1	\$200.00	
Additionally Insured \$105	1	\$105.00	
Site Visit (\$225)	1	\$225.00	
Make it a Drive-In w/FM Transmitter (\$175)	1	\$175.00	
HD Projection, sound and cables (included)	1	\$0.00	
		\$2,904.00	
Order subtotal			Screen Rental Date: 11/19/2021
Discount		\$0.00	Movie Start Time: 6:00pm (must be dark outside unless event is indoors)
Surcharge*	Exempt 0%	\$0.00	Screen Rental End Date: 11/19/2021
Delivery		\$225.00	Movie End Time: 9:30pm
Staffing		\$200.00	
Total		\$3,329.00	Delivery method: Fully Staffed
Amount Paid		\$0.00	Surface type: Pavement
Balance Due		\$3,329.00	

All credit and debit card transactions are subject to a 3.1% processing fee

Event Rental Agreement

Our goal is to provide you with friendly, professional & quality service. We prefer not to provide you a list of legal terminology, however there are factors beyond both our control and your control, such as weather and emergencies that may arise before or during your event. We also understand emotions may come into play since this may be a special day. If factors arise and we can't mutually agree on a fair outcome, then the terms and conditions written here are the only acceptable terms of negotiation. By making your deposit payment or payment in full, you are agreeing to these terms and conditions described on the front invoice and below. Please read the following and feel free to call anytime with questions or concerns.

DEPOSITS & FINAL PAYMENTS

DEPOSITS: An initial deposit in the amount of 50% of your event total is required to confirm your event date along with a signed copy of this contract. This deposit is non-refundable inside 14 days from your event date. The final balance for your equipment rental is due 14 days prior to event date. For reservations made inside 14 days, the full payment is due to confirm the reservation. Your date is NOT CONFIRMED unless we have received your deposit and signed contract.

FINAL PAYMENTS: Your screen rental is subject to cancellation if we have not received your final payment 14 days prior to your event. If you cannot make the final payment at least 14 days prior to your event date, please notify us so that we can make alternate acceptable payment arrangements, or cancel your reservation in our system.

☐ Agree

CANCELLATION FEE POLICY

We always give you 6 full months to reschedule your event date instead of forfeiting funds

Cancellation **Inside 14 Days** from Event Date

No
Refund

Cancellations **15-29 Days** from Event Date

1/2 of
Deposit
Refunded

Cancellations **30+ Days** from Event Date

Full
Refund,
Less a
\$39 Fee

☐ Agree

RESCHEDULING FEE POLICY

We sell out quickly and often months in advance. We do not "overbook" our screens or dates. When you reserve with us, you are holding a date and screen that we cannot sell to someone else.

This fee policy does not apply to weather related rescheduling. Weather related rescheduling can only be done the day of your event, not several days in advance (see Weather Policy below)

Rescheduling **Inside 14 Days** from Event Date \$149
Fee

Rescheduling **15-29 Days** from Event Date \$99
Fee

Rescheduling **30+ Days** from Event Date \$39
Fee

Packages Include

Your movie event consists of a complete outdoor theater, to set-up and run the entire event, removal, and liability insurance covering our equipment and services. A technician will provide you with everything you see listed here:

- Giant Inflatable Drive-in Movie Screen
- LCD Laser High Definition (HD) Projection
- FM Transmitter to listen from your car
- DVD/Blu-Ray Player
- Microphone
- Generators
- All events are approx 2 1/2 Hours long (unless additional time has been reserved)

Screen Sizes and Projection Distances

25-foot screen: 24' Tall x 32' Wide Add 30' for Projector Table (16:9 Wide Screen) (25x14 Viewable area)

30-foot screen: 26' Tall x 35' Wide Add 40' for Projector Table (16:9 Wide Screen) (30x17 Viewable area)

40-foot screen: 33' Tall x 46' Wide - Projection Scaffold distance varies with location (16:9 Widescreen) (40x22 Viewable area)

52-foot screen: 40' Tall x 60' Wide - Projection Scaffold distance varies with location (16:9 Wide Screen) (52x26 Viewable area)

We place a large tarp on the ground that is equal to the above dimensions and the inflated screen will sit on the tarp. The projection/audio system will sit on our table approximately 30-45 feet in front of the screen. The screen will **NOT** fit under most awnings, pavilions or many trees due to the height.

EVENT DAY RESPONSIBILITIES

☐ Agree

1. RENTAL PERIOD: Please verify the movie start time on your invoice. This is when we start the movie or entertainment you provide. If you desire to start later, please inform us when we call you the morning of your event. Your Tech is expecting a 2 - 2.5 hour event (not including setup/breakdown time). **If you start late, and your show runs late, you are agreeing to an extension of your rental agreement starting with the 15th minute after your scheduled end time at a rate of \$50 per 1/2 hour, with a 30 minute minimum, no pro-rating.**

☐ Agree

2. EVENT DAY CONFIRMATION CALL: You must be available to take our call between 11:00 AM - 3:00 PM so that we can confirm your event with you verbally. This call ensures you that we have not forgotten your event. We will also discuss details about your event tech and weather. **We are not able to dispatch our PREMIERE TECH, unless we speak with you and confirm your event for that day.** You can agree to receive a text message confirmation from us in lieu of a phone call if weather is "nice" for the day of your event (less than 20% chance of rain and winds forecasted less than 15 MPH)

☐ Agree

3. PREMIERE TECH ARRIVAL: Your Premiere Techs will arrive approximately 2 hours before the movie start time indicated at the top of this contract. Your Premiere Tech will call you approximately 30 minutes-2 hours before this arrival time to introduce himself/herself and review driving directions. Sometimes a Tech may be delayed due to traffic and other circumstances. **We don't consider a Tech late unless the movie did not start on time.** If your Tech is running behind, he/she will call you en-route to keep you informed of arrival time. Understand, this equipment can be set up in as little as 45-60 minutes. We schedule our Techs to arrive 2 hours prior to show time to allow for any emergencies or problems with your set-up location, etc. There is buffer room to allow the Tech to have a complete set-up ready by the official movie start time indicated at the top of this contract.

☐ Agree

3. PREMIERE TECH RESPONSIBILITIES: Your Premiere Tech is provided to deliver, setup & operate our equipment, change media, connect gaming consoles & make adjustments and breakdown equipment at the end of your rental period. Our Techs love to help and will do just about anything to make your event great (and earn a tip!), but please refrain from asking them to be a referee, janitor, MC, babysitter, timekeeper, lifeguard, waiter or other activities outside their primary duties listed here.

☐ Agree

4. PARKING & UNLOADING: Customer must provide an area for parking and unloading within a reasonable distance from equipment setup location, including any permits or passes needed. We are not responsible for a late start time if our Tech is required to unload from a far distance.

☐ Agree

5. SETUP & BREAKDOWN OF EQUIPMENT: Fully hosted events are subject to host availability and are not always guaranteed. We reserve the right to drop off and set up equipment at your location. Emergencies can arise at any time and a tech may need to temporarily leave your event after setting up and getting your event up and running to assist at another nearby event. If we must drop off equipment for your event, it is agreed that a Premiere representative is the only person to deliver, setup, breakdown and put away equipment. Customer is not to move the equipment in any fashion other than inserting media into DVD/Blu-ray player, pushing play/stop buttons, turning projector on/off or adjusting volume. Customer assumes the risk and responsibility for damage for all other actions. In the event of rain, customer is expected to move and/or cover equipment to protect it from water damage.

☐ Agree

6. SCREEN LOCATION, SIZE & SURFACE TYPE: You are responsible for ensuring our screen will fit at your location. Please refer to the Screen Sizes & Projection Distances above. We normally secure our screens by placing stakes in the ground (grass locations) and securing our tethers to the screen. If your event is held on concrete or other surface that will not accept stakes, **you will need to provide weighted objects for us to tie off to.** Examples would be vehicles, golf carts, 35-50 gallon trash cans filled with water, large concrete cinder blocks, anything that weighs 200+lbs. We will use our vehicle/trailer to secure 2 of the 4 tie down points (we will typically secure the 4 tethers behind the screen as our vehicles are large and we do not want to

obscure anyone's vision in front). If providing 2 vehicles or other objects for the remaining tie down points in front of the screen is not possible, we can provide 2 additional technicians to be on scene with their vehicles at an additional cost of \$150 per vehicle. If there are sprinkler systems in the area, please ensure they are turned off for the duration of your rental period.

☐ Agree

7. LIGHTING: Make sure there is the least amount of light possible in the area where the screen will be located. Any lights behind or in front of the screen will be seen through the screen during your film and will cause the picture to be washed out. Please keep this in mind when selecting a location for your screen rental.

☐ Agree

8. ELECTRICAL REQUIREMENTS: You must provide 0 110volt/20amp electric circuits/breakers. Our equipment requires 2 separate and dedicated power outlets. For distances over 100ft from screen setup location to the power outlets, you must also provide 10 gauge extension cords. We provide the first 100ft as part of our setup. Screen location can be no farther than 100ft since your breaker will likely trip due to such a long cord run. If a power source is not available or is out of reach, we can provide our generator service at an additional cost and must be reserved in advance. If you provide a generator, a model with 3500+ watts and 2 separate breaker/circuits is required. We are not responsible for power issues arising from tripped breakers or if a customer provided generator will not power our equipment.

☐ Agree

9. CUSTOMER PROVIDED MEDIA: You are responsible for providing a commercial DVD or Blu-Ray disc for your movie event. We are not responsible for custom burned media that does not work in our equipment. If playing a downloaded movie (digital copy), you are responsible for providing the media device (laptop computer, iPad/tablet along with any special connection to make it HDMI compatible. Any licenses associated with any media to be played or any other permits required by any regulation are the sole responsibility of the customer.

☐ Agree

10. NON-MOVIE EVENTS: If you are using our equipment for something other than a movie, please note the following:

- a. **Live TV Events:** Customer is responsible for providing a fully functional cable or satellite box in which we can extend to the location where our projection table will be setup via our equipment. Live TV Events require an additional \$100 charge as part of your reservation and must be reserved in advance.
- b. **Video Gaming Events:** Customer is responsible for providing all video game consoles, games, controllers and any other equipment/cables need to play. Your Tech will provide standard HDMI cables providing the gaming system is HDMI compatible. The use of video gaming on our system any time during your event requires the reservation of the Video Gaming option as part of your reservation.
- c. **Laptop/PC Connections & Presentations:** Our projection systems support HDMI connections for video/audio. Customer is responsible for providing a working laptop/PC/tablet with a HDMI connection. We are not responsible for incompatibility with your system, software or connection types.

☐ Agree

11. CUSTOMER RESPONSIBILITY: It is the customer's FULL RESPONSIBILITY to ensure the safety of our host & equipment, and will be held 100% liable for damage due to recklessness, vandalism, neglect, accident, sprinkler systems, or for whatever reason will be the responsibility of individual/company listed on our invoice as Customer. Full payment for damage to equipment or labor for cleanup will be expected within 7 days of your event. You will be charged a minimum fee of \$150 should sprinkler systems come on and get our equipment wet. This covers our time for cleaning and drying all equipment. Your actual charge may be higher once we determine actual damage to our equipment.

WEATHER POLICY:

☐ Agree

We DO NOT cancel your event for weather related reasons until the day of your event.

Weather predictions change (often!) --- we want to give you the opportunity to have the event, so we do not allow weather related cancellations or rescheduling until the day of your event. If you do cancel/reschedule your event prior to the day of your rental, you will be required to pay a rescheduling or cancellation fee (see Fee Schedule).

50%+ CHANCE OF RAIN: If there is a 50%+ chance of rain or if winds are forecasted to be 15+ MPH for the period starting two hours before, during and two hours after your event, we reserve to the right to cancel your rental for that date in order protect our equipment and the safety of our techs. We also reserve the right to setup our screen parallel to the wind regardless of where customer would like placement, in order to minimize possible wind damage to our screens.

LESS THAN 50% CHANCE OF RAIN: We will mutually discuss and agree to proceed with your event. If unpredicted weather should arise during our set up or during your event, we will breakdown our equipment to protect it from the elements. If the weather passes we will get your event back up and running as soon as possible. If the weather persists and shows no sign of clearing up and we are less than half way through your movie, we will be forced to cancel and will offer you another event at no charge. Make-up dates will be based on availability unless reserved in advance. If we are more than half way through your movie and weather prevents us from finishing, this does constitute your event and another event will not be offered.

☐ Agree

PROCEED/POSTPONE WEATHER OPTIONS: It is agreed by both parties that www.weather.com (<https://www.weather.com/>) is the tool used to verify weather percentages. Simply visit www.weather.com (<https://www.weather.com/>) the morning of your screen rental. Put in your zip code and click hour-by-hour. This is the only tool we use to predict the weather. You have until 2:00 PM on the day of the event to make a final decision, using the following four options:

1. **Move your event indoors:** (keep in mind our screens are very tall and will not fit under most awnings or pavilions). If you move your event indoors and you need to move down in screen size in order to fit your available location, there are no refunds or discounts for changing screen sizes due to weather and indoor requirements, and smaller screens are subject to availability.
2. **Postpone/Reschedule:** You can reschedule your screen rental in accordance with the Weather Assurance Plan chosen during your reservation (Weekday or Weekend). Rain dates must be reserved in advance and are subject to availability.
3. **Take Your Chances:** If you choose to have our tech dispatched to your location with weather forecasted of 50% or higher and we cannot complete your event due to poor weather conditions, you will not receive a refund and another event will not be scheduled. This would constitute your event.
4. **Proceed With Backup Plan:** We will dispatch our Tech to your location at your request, with the following agreement in place. Should your event be cut short (less than 1/2 way through movie) due to weather once our tech has been dispatched, you agree to pay a host fee of \$149 along with your original mileage charge, and we will reschedule your event in accordance with your selected Weather Assurance Plan.

☐ Agree

Premiere Outdoor Movies does not refund event payments in case of weather related cancellations. You will have 6 months to reschedule your movie screen rental in the case of inclement weather. Your options for reschedule dates are governed by the Weather Assurance Plan that you chose at the time of your booking. Events will have a Weather Plan commensurate with the day of the week originally booked.

ADVERTISING, PHOTOGRAPHS & PROMOTION: The Lessee gives its full consent and permission to Premiere Outdoor Movies, its local affiliates and contractors, their sponsors and/corporate sponsors, their successors, licensees, and assigns the irrevocable right to use, for any purpose whatsoever and without compensation, any photographs, videotapes, audiotapes, or other recordings of people and activities that are made during the course of this Event. In addition, Premiere may show logos, commercials, public service announcements and limited advertising on the screen before or after your entertainment period.

MALFUNCTIONING EQUIPMENT: If the equipment malfunctions or fails as a result of normal use during an event, Premiere will attempt to replace the equipment with similar equipment in good working order, if available, as soon as possible. Premiere is not responsible for any incidental, consequential or emotional damages caused by delays, equipment malfunction or otherwise. Premiere will make every attempt to provide a successful screen rental for your function. All equipment is new and under warranty for your assurance - however there is always a risk of malfunctioning equipment. Premiere will not be held responsible for a cancelled or incomplete function, other than a rescheduled event (subject to availability) should our equipment fail and you do not get an event on your scheduled date.

COMPLETE AGREEMENT: This signed Agreement contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

This contract, after signing, is a legal and binding contract. To cancel or reschedule, sufficient notice must be given in accordance with the terms outlined in this contract. Any rescheduled event is subject to availability at the time of cancellation or postponement.

I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.

Signature _____

Gil McDougal, Mayor
Printed Name

Date _____



CITY OF VILLA RICA

City Council Packet

SUBJECT: Purchase of 6 new 2022 Ford Police Pursuit Vehicles (Explorer)

CITY COUNCIL AGENDA DATE: 11/9/2021

DATE: 10/26/2021

PREPARED BY: Charles Davis, Deputy Public Works Director

FISCAL IMPACT: None

ANNUAL – N/A

CAPITAL – \$205,518

OTHER – N/A

FUNDING SOURCE: General Fund & Douglas County SPLOST
(350-3210-542200 & 322-3210-542200)

PURPOSE: To continue to improve the Police Department Fleet reliability and visibility, by replacing 6 Patrol units per year.

BACKGROUND: Purchasing 6 patrol cars per year has been the goal for several years to keep the Police Fleet at a good state of readiness. This allows for lower repair costs and greater reliability of the Police Fleet. This also allows other Departments to get the higher mileage police vehicles handed down to be of continued service within Villa Rica's fleet.

STAFF RECOMMENDATION: To approve the low bidder, Don Rich Ford, for the purchase of 6 each 2022-year model Ford Police Pursuit Vehicles (Explorer)

IMPACT:

MOTION: I make a motion to approve the purchase of 6 new 2022 Ford Explorer Police Utility Vehicles to the low bidder, Don Rich Ford, for the amount of \$205,518

City of Villa Rica

Bid Specs for 2022 Pursuit Utility Vehicle (Explorer) All Wheel Drive

- **6 Units to be purchased**

Standard 3.3 V6 engine - all wheel drive - with all standard options and the following listed optional equipment:

- 51TV - LED Spot Light Whelen
- 43D - Dark Car
- 17T – Red Cargo Dome Light
- 55F – Keyless Remote
- 593 – Perimeter Alarm
- 76R – Reverse Sensing
- 55B – BLIS – (Blind Spot Alert)
- 76P – Pre-Collision Assist
- 19V – Rear Camera on Demand
- 68B – Police Perimeter Alert

Color is to be code JS – Iconic Silver metallic

Please email bid package to cdavis@villarica.org no later than 10/25/21 by 5:00 PM to be considered in the purchase.

It will be voted on by City Council at the November 11th Council Meeting, and the winning bidder will be issued a purchase order to proceed.



Don-Rich Ford Company, Inc.

221 Montgomery Street · P.O. Box 429

Villa Rica, GA 30180

Tel: 770-459-5132 · Fax: 770-459-3201

10/20/2021

City of Villa Rica,

Vehicle Bid

To whom it may concern:

2022 Pursuit Utility Vehicle (Explorer) All Wheel Drive

Bid : \$34,253.00 Each

Standard 3.3 V6 Engine- All Wheel Drive – With the following options:

51T: LED Spot Light Whelen

43D: Dark Car

17T: Red Cargo Dome Light

55F: Keyless Remote

593: Perimeter Alarm

76R: Reverse Sensing

55B: BLIS (Blind Spot Alert)

76P: Pre-Collision Assist

19V: Rear Camera On Demand

68B: Police Perimeter Alert

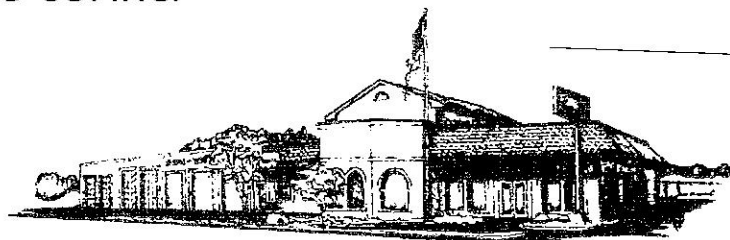
Thank you,

Bart Smith

General Manager

DON RICH FORD CO. INC.

#205,518-
for 6 units



Servicing all of your automotive needs since 1971

www.donrichford.com



GA Statewide Contract ES-RFR-40199-409

Pursuit Utility Vehicle (Explorer) All Wheel Drive

3.3L V6 Gasoline Engine 99B, Cloth Front/Vinyl Rear, Power Windows/Locks/Mirrors/Drv Seat, Pursuit Rated Tires

WADE FORD, Inc. Government Sales 3860 South Cobb Dr Smyrna, GA 30080

Roger Moore Phone (678) 460-3881 Fax (770) 433-2412 email: rogermoore@wade.com

Code	Vehicle Options A			Total	Code	Vehicle Options B			Total
	99W	3.3 V6 Electric/Gasoline Hybrid	3,421.00	0.00		60A	Pre Wire Grille	49.00	0.00
	99C	3.0 L V6 EcoBoost Engine	4,188.00	0.00		66A	Head Light Solution*	868.00	0.00
	76D	Deflector Plate	325.00	0.00		21L	Front Aux Warn Lights*	540.00	0.00
	51PW	Spotlight Prep (1,2)	137.00	0.00		96W	Windshield Warning Lights*	1,110.00	0.00
1	51TV	LED Spot Light (1,2) Whelen	407.00	407.00		18X	100 Watt Siren Speaker	306.00	0.00
	51RS	LED Spot Light (1,2) Unity	383.00	0.00		67V	Front/Rear Police Wire Harness	180.00	0.00
1	43D	Dark Car (Courtesy light inop)	25.00	25.00		67U	Ultimate Wiring Pkg	544.00	0.00
	47A	Engine Idle Safety Feature	255.00	0.00		63B	Side Marker Mirror Lights*	285.00	0.00
1	17T	Red Cargo Dome Lamp	49.00	49.00		86T	Tail Light Housing Only	58.00	0.00
	65U	Interior Upgrade	379.00	0.00		66B	Tail Light Solution*	418.00	0.00
	16C	Carpet w/ Mats	122.00	0.00		66C	Rear Lighting Solution*	442.00	0.00
	88F	2nd Row Cloth Seats	59.00	0.00		43A	Rear Aux Liftgate Lights*	383.00	0.00
	87P	Power Passenger Seat	316.00	0.00		63L	Rear Quarter Marker Lights*	563.00	0.00
	17A	Dual AC w/ Front Controls	597.00	0.00		96T	Rear Spoiler Warning Lights*	1,449.00	0.00
	64E	Painted Aluminum Wheels	461.00	0.00		67H	Ready for Road Pkg*	3,485.00	0.00
	65L	Full Wheel Covers	59.00	0.00		16D	Badge Delete	0.00	0.00
	59*	Keyed Alike (Need code)	49.00	0.00	1	76P	Pre Collision Assist	144.00	144.00
1	55F	Keyless Remote (4 total)	332.00	332.00	1	19V	Rear Camera on Demand	230.00	230.00
1	593	Perimeter Alarm (req 55F)	117.00	117.00	1	68B	Police Perimeter Alert	655.00	655.00
	87R	Camera Monitor in Mirror	0.00	0.00		47E	12.1 Intergrate Comp Screen	2,660.00	0.00
1	76R	Reverse Sensing	269.00	269.00					0.00
	60R	Noise Suppression Bonds	98.00	0.00			* All factory light pkg are R/B		0.00
	68E	Low Band Noice Supp Kit	189.00	0.00			B/B & R/R avail special order		0.00
	549	Heated Mirrors	59.00	0.00			Call/email for pricing		0.00
1	55B	BLIS (Blind Spot Alert)	533.00	533.00					0.00
	63V	Cargo Storage Vault	239.00	0.00			Other Installed Equipment		0.00
	942	Daytime Running Lights	44.00	0.00			ESP Coverage		0.00
	68G	Rear Door Handle/Lock Inop	74.00	0.00			Maintenance Coverage		0.00
	52P	Hidden Lock Plunger	157.00	0.00					0.00
	18W	Rear Window Inop	25.00	0.00		CB1	Standard Cop Box Installed	1,695.00	0.00
	90DE	Ballistic Doors Lvl 3+ (1,2)	1,553.00	0.00		SB1	Standard Scale Box Installed	1,995.00	0.00
	90FG	Ballistic Doors Lvl 4+ (1,2)	2,365.00	0.00			other models available		0.00
	41H	Engine Block Heater	88.00	0.00					0.00
	52T	Trailer Tow Light Wiring pkg	79.00	0.00			2-Tone Doors and Roof	1,600.00	0.00
	92G	Delete All Privacy Glass	116.00	0.00			2-Tone Doors only	1,250.00	0.00
	92R	Delete 2nd Row Privacy Glass	83.00	0.00					0.00
	61B	OBD-II Split Connector	54.00	0.00					0.00
				0.00			DELIVERY 1.50/mile, Min 50	2.00	0.00

PAINT COLORS				
	YZ	Oxford White	Vermillion Red	E4
	UM	Black	Dark Toreador Red Metallic	JL
1	JS	Iconic Silver Metallic	Medium Brown Metallic	BU
	LK	Dark Blue (HEAT)	Arizona Beige Clearcoat	E3
	LM	Royal Blue	Smokestone Metallic	HG
	FT	Blue Metallic	Kodiak Brown Metallic	J1
	LN	Light Blue Metallic	Medium Titanium Metallic	YG
	TN	Silver Gray Metallic	Fire Engine Red (VSO)	4650
	UJ	Sterling Gray Metallic	Dark Forest Green (VSO)	7606
	M7	Carbonized Gray	Emerald Green (VSO)	7862

VSO Special Paint add 950.00

FOB Smyrna	Base Vehicle	31,901.00
	Total Chassis Options	1,732.00
	Total Body Options	1,029.00
	VSO Paint	0.00
	Delivery Zone	0.00
	Total	34,662.00
# Units for order	6	207,972.00
Agency Contact	Charles Davis	
Agency	City of Villa Rica	
Phone	770-550-6099	
Address	571 West Bankhead Hwy	
	Villa Rica, GA 30180	
	Atten: Charles Davis	

rev 07.23.20

City of Villa Rica

Bid Specs for 2022 Pursuit Utility Vehicle (Explorer) All Wheel Drive

- 6 Units to be purchased

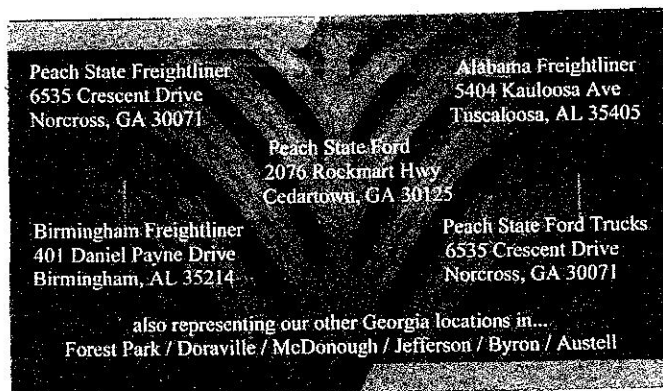
Standard 3.3 V6 engine - all wheel drive - with all standard options and the following listed optional equipment:

- 51TV - LED Spot Light Whelen - 51V LED Dual Spot Lamps
- 43D - Dark Car ✓
- 17T - Red Cargo Dome Light ✓
- 55F - Keyless Remote ✓ includes 4 FOBs
- 593 - Perimeter Alarm ✓
- 76R - Reverse Sensing ✓
- 55B - BLIS - (Blind Spot Alert) ✓
- 76P - Pre-Collision Assist ✓
- 19V - Rear Camera on Demand ✓
- 68B - Police Perimeter Alert ✓

Color is to be code JS - Iconic Silver metallic ✓

Please email bid package to edavis@villarica.org no later than 11/25/21 by 5:00 PM to be considered in the purchase.

It will be voted on by City Council at the November 11th Council Meeting, and the winning bidder will be issued a purchase order to proceed.



Peach State Ford's
price per vehicle
= \$34,851⁰⁰
10-19-21
6 units = 209,106



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: To purchase LED bulbs and fixtures for all City facilities.
AGENDA DATE: 11/09/2021

DATE PREPARED: 10/28/2021
PREPARED BY: Nic Griffin

AMOUNT: \$31,362.36
GL ACCOUNT #: 100-4900-522210
FUNDING SOURCE: GF
BUDGETED ITEM? Yes

PURPOSE: To purchase material so that City staff can continue retro-fitting and replacing all non-LED fixtures located inside of the City facilities.

BACKGROUND: City staff has been retrofitting fixtures from fluorescent to ballast bypass LEDs in most City facilities. Staff has been purchasing small quantities at a time. Staff would like to make a single purchase for the remaining fixtures that have not been converted to LED.

STAFF RECOMMENDATION: Staff recommends purchasing the LED bulbs and fixtures from Voss lighting in the amount of \$31,362.36.
Voss lighting currently holds a state contract with Georgia.

IMPACT: This purchase will allow staff to continue converting the remaining fixtures to LED. This will result in energy savings. These LEDs also last quite a bit longer than fluorescent.

MOTION: I move to allow the City Manager to purchase LED bulbs and fixtures from Voss lighting in the amount of \$31,362.36.



2129 NORTHWEST PKWY SE STE 129
MARIETTA, GA 30067-9223
(770)438-8557 FAX (770)438-8553
(888)725-8897

QUOTE

CUST.#: 1039966

UPC VENDOR	QUOTE DATE	QUOTE NO.
000000	10/13/21	70157280-00
P.O. NO.		PAGE #
QUOTE		1

SHIP TO: CITY OF VILLA RICA
106 TEMPLE ST

VILLA RICA, GA 30180-2042

SALES REPRESENTATIVE: JASON SELLERS
TAKEN BY: RUSSELL HANAK

BILL TO: CITY OF VILLA RICA
106 TEMPLE ST

VILLA RICA, GA 30180-2042

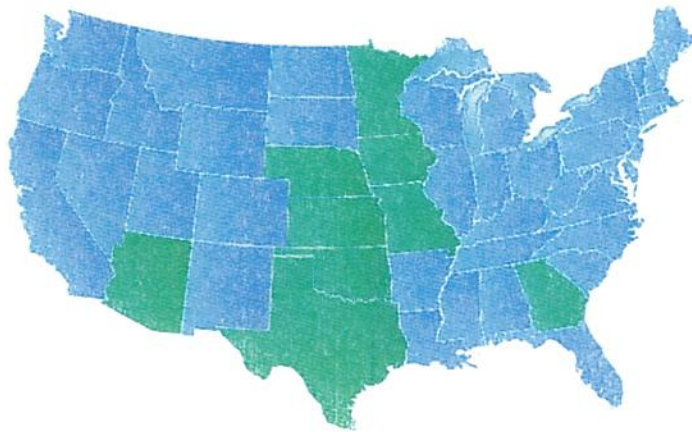
INSTRUCTIONS		TERMS
		NET 30
SHIP POINT	SHIP VIA	SHIPPED
ATLANTA	DELIVER	10/13/21

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	PHLLEDT8484014WBBG PHL 12T8/COR/48-840/MF18 /G/D BB 4' 47733 56350 #	2235			EA	6.65	14862.75
2	DC02SBP3040L8CS2UNVDIM DAY 2SBP3040L8CS-2-UNV- DIM 2X2' LED PANEL	28			EA	42.67	1194.76
3	DC02SBP3550L8CS4UNVDIM DAY 2SBP3550L8CS-4-UNV- DIM 2X4' LED PANEL	29			EA	64.00	1856.00
4	PHLLEDT89684034WBB PHL 33T8/COR/96-840/MF44 /G/FA8 8' 54526 57572 #	448			EA	22.75	10192.00
5	PHLLEDT824U840155WBBG PHIL 15.5T8-6U PRO/24- 840 BB LED GLSS 53555 #	8			EA	16.70	133.60
6	LIGCR6RLMCCT LIG CR6RLMCCT 6" RND LED DWNLHT KIT	65			EA	48.05	3123.25
6	Lines Total					Total Invoice Total	31362.36 31362.36

Last Page

NON-STOCK ITEMS - Some items that we offer are not stocked in our warehouse and are ordered from our suppliers as needed. While we make these items available to our customers as one of our many value-added services, such items are 'special order' and normally considered non-returnable. CUSTOMER RESPONSIBILITY - It is the customer's responsibility to ensure that all special order items meet their requirements and that all their questions have been answered before their order is placed. Customers are also responsible for any freight and handling charges associated with their special order items, and these charges will be passed onto the customer at cost. DELIVERY DATES - Voss Lighting will do everything within our control to process and expedite your order, but because of the nature of special order items we cannot guarantee a delivery date or be responsible for production or delivery issues beyond our control. ORDER CANCELLATIONS - Special order items can be cancelled as long as the item has not been shipped and was not manufactured specifically for the customer. And some items, while they can be cancelled, involve a vendor or manufacturer's cancellation fee for which the customer is liable.

Current State Lighting Contracts



ARIZONA
GEORGIA
IOWA
KANSAS
MINNESOTA
MISSOURI
NEBRASKA
OKLAHOMA
TEXAS

Using our multi-state branch locations we deliver thousands of lighting products to hundreds of state, municipalities, schools and university facilities throughout the country. With 22 dedicated government account representatives, our local branches are there to provide product expertise, facility energy audits and energy saving product recommendations. For your larger lighting projects, our [Lighting and Energy Services Group](#) offers complete turn-key lighting solutions from design to installation.

If you would like to receive more information or see if your political agency is eligible to purchase lighting products from Voss please contact us.

sc@vosslighting.com
Toll Free: 855-777-1556

For Federal Government sales Voss Lighting is a distributor partner of the [supplyFORCE](#) network.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2022 Ford Escape
AGENDA DATE: 11-9-21

DATE PREPARED: 10-27-21
PREPARED BY: Captain Shaddix

AMOUNT: \$23,053.00
GL ACCOUNT #: 350-3210-542200
FUNDING SOURCE: Insurance Proceeds
BUDGETED ITEM? No

PURPOSE: To replace a 2008 Ford Taurus currently in use by the Criminal Investigations Division.

BACKGROUND: This vehicle would be to replace a 2008 Ford Taurus currently in use by the Criminal Investigations Division. This is needed due to the age of the current vehicle and maintenance issues. The funds to be used in this purchase are \$24,777.00 from an insurance settlement. The cost of the new vehicle is \$20,572.00 with an additional \$2,481.00 to install lights and siren in the vehicle. The total cost of this project is \$23,053.00

Don-Rich Ford - \$20,572.00
Peach State Ford - \$20,851.00
Wade Ford - \$21,078.40

STAFF RECOMMENDATION: Staff recommends purchasing the 2022 Ford Escape from Don-Rich Ford and the emergency equipment from Metropolitan Communications.

IMPACT: This vehicle will be used by a detective and provide the detective with a reliable vehicle to carry out his duties.

MOTION: I move to authorize City staff to purchase the 2022 Ford Escape from Don-Rich Ford with the emergency equipment from Metropolitan Communications for the total amount of \$23,053.00.



Don-Rich Ford Company, Inc.

221 Montgomery Street · P.O. Box 429

Villa Rica, GA 30180

Tel: 770-459-5132 · Fax: 770-459-3201

10/27/2021

City of Villa Rica,

Vehicle Bid

To whom it may concern:

2022 Ford Escape S FWD

Bid : \$20,572.00

Thank you,

Bart Smith

General Manager

DON RICH FORD CO. INC.



Servicing all of your automotive needs since 1971

www.donrichford.com

ETA Feb. 26/23

VEHICLE ORDER CONFIRMATION

10/27/21 12:00:56

Dealer: F21575

Page: 1 of 1

2022 ESCAPE

PO Number :

903 7.2.000 100 100.00 NC NC 1 1 0 00

448	8-3RD AUTOTRANS	NC	NC	Willa Kuehn S.D.
-----	-----------------	----	----	------------------

[illegible]

Price = \$20.85

DATE: 11-11-2011

SC 018-ALC1 AD1	(894.00)	16 Feb
-----------------	----------	--------

STATE ACCT CT 1703.003 0.6 State 7

F1=Back F7=Return To Order F3=F02=Veh Ord Menu

Reads in Library

Villa Rica P.D.
price = \$20,851

Peach State Road

33-12-Veh Ord Menu

QC05139



If you have any questions about this invoice, please contact
Jarid Ison (678) 303-3744 jison@wade.com



103 Commercial Avenue Carrollton Georgia

Proposal

Date6/7/2021

CustomerVILLA RICA POLICE DEPT

Project2021 FORD ESCAPE CID - CAPTAIN SHADDIX

ContactKEITH SHADDIX

Phone

Prepared by:Evan Buford

770-834-7704

Cell 770-780-0884

ITEM	QTY	DESCRIPTION	PRICE	TOTAL
1	1	VISOR SPECTRALUX BLUE/ CLEAR FRONT	\$620.00	\$620.00
2	1	SL8-F BLUE REAR WINDOW	\$330.00	\$330.00
3	1	PA650 HANDHELD SIREN UNIT	\$335.00	\$335.00
4	1	ES100C SPEAKER AND BRACKET	\$168.00	\$168.00
5	2	MPS600U-BB GRILLE LIGHTS	\$92.00	\$184.00
6	2	MPS600U-BB SIDE CARGO	\$92.00	\$184.00

SUBTOTAL\$1,821.00

TAX

LABOR\$660.00

TOTAL\$2,481.00

QUOTE IS GOOD 60 DAYS FROM DATE



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: In-Car emergency band radios – Motorola

AGENDA DATE: 11/09/2021

DATE PREPARED: 10/15/2021

PREPARED BY: Chief Michael P. Mansour

AMOUNT: \$26,976.84

GL ACCOUNT #: 350-3210-542200
322-3210-542200

FUNDING SOURCE: General Fund
DSPLOST

BUDGETED ITEM? Yes

PURPOSE: To equip the six requested patrol Explorers with Motorola in-car emergency band radios.

BACKGROUND: Radio communications are a critical element of police operations. Each full service patrol vehicle is equipped with an appropriate 2-way radio capable of receiving and sending information with the dispatch center, other officers on duty, and other agencies in our area.

STAFF RECOMMENDATION: We recommend that you allow the police department to purchase the equipment through Metropolitan Communications who is an authorized dealer for this product. They currently provide all installations and service work for radio units in our existing fleet of vehicles. We have used Metropolitan Communications to purchase and install our equipment for several years now and have been satisfied with their service. The agency's entire radio fleet is composed of Motorola products.

IMPACT: Efficient delivery of public safety services depends upon each vehicle being appropriately equipped with an emergency band radio. These units provide timely communications within the public safety network to ensure the safety of the community and officers.

MOTION: I make a motion that we allow the police department to purchase six Motorola in-car radios from Metropolitan Communications for the amount of \$26,976.84.



Quote Number: QU0000523536

Effective: 01 JUN 2021

Effective To: 31 JUL 2021

Bill-To:

VILLA RICA POLICE DEPT
101 MAIN ST
VILLA RICA, GA 30180
United States

Ultimate Destination:

VILLA RICA POLICE DEPT
101 MAIN ST
VILLA RICA, GA 30180
United States

Attention:

Name: Ethredge
Phone: 7704595149

Sales Contact:

Name: Evan Buford
Email: e.buford@metrocomms.net
Phone: 7708347704

Contract Number: NASPO ValuePoint

Freight terms: FOB Destination

Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	6	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ	\$1,714.00	\$1,251.22	\$7,507.32
1a	6	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	\$1,570.00	\$1,146.10	\$6,876.60
1b	6	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	\$43.00	\$31.39	\$188.34
1c	6	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	-	-	-
1d	6	GA00235AA	ADD: NO GPS ANTENNA NEEDED	-	-	-
1e	6	B18CR	ADD: AUXILIARY SPKR 7.5 WATT	\$60.00	\$43.80	\$262.80
1f	6	GA00580AA	ADD: TDMA OPERATION APX	\$450.00	\$328.50	\$1,971.00
1g	6	GA01607AA	ADD: NO WI-FI ANTENNA NEEDED	-	-	-
1h	6	W22BA	ADD: STD PALM MICROPHONE APX	\$72.00	\$52.56	\$315.36
1i	6	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
1j	6	GA00804AA	ADD: APX O2 CONTROL HEAD	\$492.00	\$359.16	\$2,154.96
1k	6	G628AC	ADD: REMOTE MOUNT CBL 17 FEET	\$15.00	\$10.95	\$65.70
1l	6	W969BG	ADD: MULTIPLE KEY ENCRYPTION OPERATION	\$330.00	\$240.90	\$1,445.40
1m	6	G67DP	ADD: REMOTE MOUNT APXM	\$297.00	\$216.81	\$1,300.86
1n	6	G843AH	ADD: AES ENCRYPTION APX AND ADP	\$475.00	\$346.75	\$2,080.50
1o	6	GA00318AC	ADD: 5Y ESSENTIAL SERVICE	\$258.00	\$258.00	\$1,548.00
2	1080	SVC03SVC0123D	SUBSCRIBER INSTALL - SVC R LOCATION	\$1.00	\$1.00	\$1,080.00

Estimated Freight Amount

\$180.00

Total Quote in USD

\$26,976.84

1. Terms subject to ITT57 as modified by the clarifications and terms/conditions. For a full list of terms/conditions please contact you Motorola representative.

2. PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor

- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

3. Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.

4. Prices quoted are valid for thirty(30) days from the date of this quote.

5. Unless otherwise stated, payment will be due within forty five day of invoice. Invoicing will occur concurrently with shipping. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Patrol vehicle emergency equipment – Metropolitan Communications

AGENDA DATE: 11/09/2021

DATE PREPARED: 10/15/2021

PREPARED BY: Chief Michael P. Mansour

AMOUNT: \$53,802.00

GL ACCOUNT #: 350-3210-542200
322-3210-542200

FUNDING SOURCE: General Fund
DSPLOST

BUDGETED ITEM? Yes

PURPOSE: To equip the six requested VRPD patrol Explorers with all necessary emergency equipment.

BACKGROUND: We are adding six vehicles to our current fleet of police vehicles. Equipping them with proper emergency lights, sirens, partitions and other necessary equipment is standard for making them usable as active full duty patrol vehicles.

STAFF RECOMMENDATION: We recommend that you allow the police department to purchase and install the equipment through Metropolitan Communications who currently provides all patrol vehicle builds for VRPD. We have used Metropolitan Communications to purchase and install our equipment for several years now and have been happy with their service.

IMPACT: Full service patrol vehicles are critical to police operations. Upfitting the requested vehicles with the necessary equipment will allow them to be placed on the road as primary response vehicles in the patrol division.

MOTION: I make a motion that we allow the police department to use Metropolitan Communications to purchase and install all necessary emergency equipment in the six new patrol Explorers for the amount of \$53,802.00.

Metropolitan Communications



Making Wireless Communications Work for You Since 1978

Prepared For: 103 Commercial Ave
Carrollton, GA
770-834-7704

5/28/2021

PREPARED FOR:
VILLA RICA POLICE DEPT
2020 FORD INTERCEPTOR UTILITY UPFITTER PACKAGE
ATTENTION: HUNTER ETHREDGE

PREPARED BY:
EVAN BUFORD

QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
6	FEDERAL INTEGRITY PACKAGE, SMART SIREN, SPKR - STT	\$2,048.00	\$12,288.00
6	PUSH BUMPER ONLY	\$335.00	\$2,010.00
12	MPS620U-BW CHANNEL LIGHTS	\$112.00	\$1,344.00
6	FULL SPACE SAVER PARTITION W/ LOWER EXT	\$710.00	\$4,260.00
6	PROGARD REAR CARGO	\$438.00	\$2,628.00
6	FORD INTERCEPTOR CONSOLE	\$388.00	\$2,328.00
6	INTERNAL CUP HOLDER	\$48.00	\$288.00
6	ARM-103 ARM REST	\$103.00	\$618.00
6	REAR FLASHER	\$82.00	\$492.00
6	FRONT FLASHER	\$68.00	\$408.00
6	HAVIS LAPTOP MOUNT UT-1001, HDM-305, MD-202, HDM-204	\$589.00	\$3,534.00
6	HEADREST PRINTER STAND	\$290.00	\$1,740.00
6	BROTHER P-722 PRINTER	\$322.00	\$1,932.00
6	800 MHZ ANTENNA AND COAX	\$92.00	\$552.00
36	MPS600U BLUE - SIDE OF PB AND TAG LIGHTS, CARGO	\$94.00	\$3,384.00
12	L BRACKETS FOR CARGO AREA INTERSECTION	\$13.00	\$156.00
6	REAR FACING LIGHTBAR REAR HATCH	\$285.00	\$1,710.00
6	DUAL GUN RACK - REM 870/ M4	\$435.00	\$2,610.00
6	STREAMLIGHT STRION DS HPL	\$142.00	\$852.00
8	WINDOW GUARDS REAR - CHOOSE POLY OR STEEL	\$212.00	\$1,696.00
6	WIRING AND FUSE BLOCK FOR VEHICLE	\$70.00	\$420.00
6	3 HOLE OUTLET	\$22.00	\$132.00
1	SHIPPING FOR EQUIPMENT	\$980.00	\$980.00
6	INSTALLATION	\$1,240.00	\$7,440.00

TOTAL \$53,802.00

NOTES:

PLEASE ALLOW 3-5 WEEKS DELIVERY ON LARGE ITEMS
CAMERA / RADAR INSTALLATION INCLUDED
PROPOSAL GOOD FOR 90 DAYS
LIGHTBAR BUILD WILL HAVE RED LIGHTS AS STT - ORDER PER BUILD SHEET



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Watchguard In-Car and BodyCam bundles

AGENDA DATE: 11/09/2021

DATE PREPARED: 10/15/2021

PREPARED BY: Chief Michael P. Mansour

AMOUNT: \$45,504.00

GL ACCOUNT #: 350-3210-542200
322-3210-542200

FUNDING SOURCE: General Fund
DSPLOST

BUDGETED ITEM? Yes

PURPOSE: To equip the six requested patrol Explorers with both in-car cameras and body worn cameras.

BACKGROUND: Video/audio recording with dash cameras and body cameras has become an industry standard. All full service patrol vehicles at VRPD are equipped with this equipment, and each officer is issued a body camera. This helps to ensure transparency, officer safety, and successful prosecutions.

STAFF RECOMMENDATION: We recommend that you allow the police department to purchase the equipment through Metropolitan Communications who is an authorized dealer for this product. They currently provide all installations and a portion of the service work for these units in our existing fleet of vehicles. We have used Metropolitan Communications to purchase and install our equipment for several years now and have been satisfied with their service. The agency's entire camera fleet is composed of Watchguard products, and they are the sole source for their equipment.

IMPACT: It is a standard practice of the police department to equip each new patrol vehicle with a dash camera and body camera. The equipment is invaluable in resolving complaints, carrying out prosecutions, and ensuring the highest quality police services are delivered by this agency to the citizens of the City.

MOTION: I make a motion that we allow the police department to purchase six Watchguard in-car and body camera bundles from Metropolitan Communications for the amount of \$45,504.00.

WatchGuard Video

415 E. Exchange

Allen, TX 75002

(P) 800-605-6734 (F) 212-383-9661

**MOTOROLA SOLUTIONS****Prepared For:**

Villa Rica Police Department - Attention: Hunter Ethredge

(6) 4RE V300

QUOTATION - WTC-0708-01

DATE: 06-03-21

Budget Quote 6 4RE and 6 V300

2022 Explorer

Deliverables / Materials / Services	Qty	Unit Price	Amount
4RE (V300 Integration Ready), Standard DVR with HD Panoramic Front Camera, Cabin Camera, V300 WiFi Base and Smart PoE Switch.V300 sold separately.	6	\$4,755.00	\$28,530.00
IV-BND-V3-PX-10			
4RE/V300 Bundle			
Standard DVR Camera System			
HD Panoramic Front Camera			
Touch Screen Display			
Integrated 200GB automotive grade hard drive			
32GB USB removable thumb drive			
Rear facing cabin camera			
Internal GPS			
1 Yr Hardware Warranty			
Cabling and your choice of mounting bracket.			
V300 WiFi Base			
Smart PoE Switch			
4RE Firmware			
Record-After-the-Fact® (RATF) technology			
Multiple Resolution Encoding			
H.264 High Profile Video Compression			
V300, WiFi/Bluetooth Wearable Camera, with Magnetic Chest Mount	6	\$995.00	\$5,970.00
BW-V30-10--			
V300, WiFi/Bluetooth Wearable Camera			
Magnetic Chest Mount			

MikroTik Configured Wireless Kit, 802.11n, Drill Mount	6	\$200.00	\$1,200.00
IV-ACK-WF-CP-DM			
MikroTik Configured Wireless Kit, 4RE In-Car 802.11n			
Radio, Antenna, PoE, 2-10' Ethernet Cables			
Drill Mount			
V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh	6	\$99.00	\$594.00
WGP02614			
V300 Base Assembly, USB Desktop Dock	6	\$95.00	\$570.00
WGA00640-KIT1			
Warranty, V300 3 Year, No-Fault	6	\$450.00	\$2,700.00
WGW00300-003			
Warranty, V300 1st Year (Months 1-12) Included	6	\$0.00	\$0.00
WGW00300-001			
Warranty, 4RE, In-Car, 1st Year (Months 1-12)	6	\$0.00	\$0.00
WGW00124			
Bracket, 4RE Display/VISTA Cam/Camera, Visor Post, 2020+ Explorer KIT	6	\$0.00	\$0.00
WGP02225-130-KIT2			
Evidencelibrary.com, Software and Hosting, Unlimited Assigned, Annually per device	12	\$495.00	\$5,940.00
WGC01001			
Subtotal Price			\$45,504.00
Deliverables / Materials / Services	Qty	Unit Price	Amount
NASPO Contract Number OK-MA-145-010 SW1057W Purchasing off of the NASPO contract saves you shipping costs	6	\$0.00	\$0.00
00-000			
Total Price			\$45,504.00

Notes:

1. Title and risk of loss for Equipment passes to Customer upon shipment by MSI, notwithstanding any other terms and conditions.
2. Payment Terms: Equipment Net 30 days upon shipment; Installation Net 30 days upon completion; Services and Subscription Agreements Net 30 days from receipt of Order
3. This Quote is valid for thirty (30) days from date of issue.

Quoted by:

Tim Culberson - Customer Engagement Representative - 800-605-6734 - tim.culberson@motorolasolutions.com

4RE Vehicle Information

Thank you for purchasing the 4RE In-car Video System! To complete your order, we will need some additional information. Please fill out this questionnaire, save a copy and email it to your Sales Manager as soon as possible. If you have any questions or concerns about completing this document, please let your Sales Manager know.

Department Name:	Contact:
------------------	----------

How many 4RE systems are on your order?

Please list the vehicle types and equipment location preference below.

The default location selection below is the most commonly used configuration among our customers and will allow more mounting options than any other configuration we offer. Please call your Sales Manager if you have any questions or concerns regarding these options.

Qty	Vehicle (Year, Make & Model)	DVR Location	Display Location	Interior Light Bar	WiFi Antenna Location (For Wireless Upload Only)

Installation

Who is responsible for the 4RE installations?

Who is responsible for removing existing video systems?

Please provide contact information for your installer so we can provide training and/or support as needed.

Company Name:

Contact:

Address:

Contact Number:

NOTES:



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: North Plant Modifications, to include aerator, belt press, and disc filter piping installation.

AGENDA DATE: November 9, 2021

DATE PREPARED: October 28, 2021

PREPARED BY: John Bain

AMOUNT: \$ 591,500.00

GL ACCOUNT #: 505-4330-541300

FUNDING SOURCE: Water / Sewer Fund

BUDGETED ITEM? Yes

PURPOSE: To engage with IHC Construction Companies, LLC for the North Plant modifications, to include the removal and replacement of the belt press, the installation of the gearbox, and the piping of the disc filter. The project also includes all necessary electrical upgrades to the project, and the rental of equipment necessary for operation during construction activities.

BACKGROUND: The City had previously ordered critical equipment needed for the operation of the North Plant. Due to manufacturing and delivery delays, the equipment is scheduled to arrive between late November and Early January. The scope of this work includes the removal and replacement of the belt press, the installation of the aerator, and the piping of the existing disc filter. The construction also includes electrical upgrades and equipment rental necessary for continued operations.

Bid packages were requested and distributed to four companies, with only bid being received at the time of the bid opening.

Company	Construction Bid
IHC Construction Companies, LLC	\$ 591,500.00
Lakeshore Engineering	No Bid Received
SOL Construction, LLC	No Bid Received
Willow Construction, Inc.	No Bid Received

STAFF RECOMMENDATION: Staff recommends engaging with IHC Construction Companies, LLC, for the North Plant Modifications, per the contract documents and plans dated September 15, 2021, which includes the removal and installation of the belt press, the installation of the aerator, and the piping of the disc filter.

IMPACT: The construction project will provide treatment and solids removal critical to plant operations and maintaining compliance with permit regulations.

MOTION: I move we engage with IHC Construction Companies, LLC for the plant modifications project dated September 15, 2021, in the amount of \$ 591,500.00.

North Wastewater Plant Modificaiton
for
City of Villa Rica
SE Project No. 2021-15

I Certify that this tabulation is a true and representation of the bids received on October 19, 2021.



				IHC Construction Companies, LLC	
Item No.	Estimated Quantity	Units	Description	Unit Price	Total Price
1	1	LS	Removal & Replacement of Belt Press		\$ 340,000.00
2	1	LS	Installation of Solid Conveyor Belt		\$ 10,000.00
3	1	LS	Replacement of Press Grinder Pump		\$ 20,000.00
4	1	LS	Disk Filter Piping		\$ 25,000.00
5	1	LS	Installation of 40HP Aerator/Mixer		\$ 11,000.00
6	1	LS	Electrical		\$ 100,000.00
7	150	SY	6" Crusher Run	\$ 41.00	\$ 6,150.00
8	300	LF	Type NS Silt Fence	\$ 2.20	\$ 660.00
9	1	LS	Construction Exit		\$ 1,690.00
10	4	WK	Belt Press Rental	\$ 12,000.00	\$ 48,000.00
11	1	LS	Mobilization		\$ 29,000.00
TOTAL					\$ 591,500.00



Memo

Date: October 24, 2021
To: Pete Zorbanos, Utilities Director
From: Paul Simonton, Simonton Engineering
Re: North Wastewater Plant Modification

On October 19, 2021, bids were opened on the above referenced project. Only one bid was received in the amount of \$591,500.00. This single bid was received from the Southeast Regional Office of IHC Construction Companies, LLC, in Marietta, GA (Corporate office in Elgin, IL.).

Bid Packages were requested and distributed to the following Companies.

- Lakeshore Engineering
- IHC Construction Companies, LLC
- Willow Construction, Inc.
- SOL Construction, LLC

Lakeshore Engineering apparently were successful in being the low bidder on a different project just days before the pre-bid conference, and did not attend the pre-bid conference. Contractors at the pre-bid conference included IHC, SOL and Willow Construction Companies. With only one bid being received, SOL and Willow Construction were asked why they did not submit a bid. Willow and SOL Construction sent the following responses.

Due to the timing and the schedule demands of the project it would not fit into our work load.

Thank you for checking with us. Sol Construction did not feel the project was a good fit for us after attending the prebid meeting.

The project is relatively small and timing of all aspects are critical to the timely performance of each task.

Our estimate for the installation of the equipment, and the necessary electrical work to accommodate the new equipment was \$600,000. As noted above, the bid price was \$591,500, which was below the estimated cost, but very close to the anticipated cost. For this reason, we would recommend the award for the installation of the City purchased Equipment, to IHC Construction Companies in the amount of \$591,500.00.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Request for Engineering Services Identified as Addendum # 3 for Professional Services dated November 16, 2018 by P.C. Simonton & Associates, Inc. for the North Plant Modifications, Construction Administration, and Inspection Services.

AGENDA DATE: November 9, 2021

DATE PREPARED: October 29, 2021

PREPARED BY: Pete Zorbanos

AMOUNT: \$40,634.00

GL ACCOUNT #: 505-4330-541300

FUNDING SOURCE: Water/Sewer Fund

BUDGETED ITEM? Yes

PURPOSE: To engage Simonton Engineering (formerly, P. C. Simonton & Associates, Inc.) for engineering services for the North Plant modifications, construction administration, and inspection services.

BACKGROUND: The scope of this work includes the removal and replacement of the belt press, the installation of the aerator, and the piping of the existing disc filter. The construction also includes electrical upgrades, and equipment rental necessary for continued operations.

STAFF RECOMMENDATION: Staff recommends approval to engage Simonton Engineering (formerly, P. C. Simonton & Associates, Inc.) for engineering services for the North Plant modifications, construction administration, and inspection services in the amount of \$40,634.00.

IMPACT: The construction project will provide treatment and solids removal critical to plant operations and maintaining compliance with permit regulations

MOTION: I move to approve the engagement of Simonton Engineering (formerly, P.C. Simonton & Associates, Inc.) for engineering services for the North Plant modifications, construction administration, and inspection services in the amount of \$40,634.00.



October 29, 2021

Mr Pete Zorbanos
Utilities Director
City of Villa Rica
571 Bankhead Hwy
Villa Rica, GA 30180
pzorbanos@villarica.org

Re: Addendum #3 to the Professional Services Agreement dated Nov. 16, 2018
North plant Modification Construction Admin. & Inspection Services

Dear Mr. Zorbanos,

Attached is the contract attachment that would add the above referenced services to the existing agreement. It should be noted that the original agreement has been changed from Simonton & Associates to Simonton Engineering. This was actually addressed with the last amendment. If the proposed attachment is acceptable, simply initial the attachment and return.

Should you have any questions, comments or desire additional information, please contact me.

Sincerely,
Simonton Engineering, LLC

Paul C. Simonton

Paul C. Simonton, P.E.
President

Date: _____

ATTACHMENT A - DESCRIPTION OF PROJECT

PROJECT: City of Villa Rica North Plant modification

LOCATION: North wastewater treatment plant

LEGAL DESCRIPTION: N/A

OWNER: City of Villa Rica

The nature, character, OWNER'S objectives and limits of the proposed project are described as follows:

Addendum #3 to the professional services agreement dated November 16, 2018.

The project is replacement of the existing belt press skid, 2 each new 40 HP aerator /mixer and piping the second disk filter. Electrical improvements to accommodate the new equipment is also included

INITIALS OF SIGNATORIES: PCS _____
For the ENGINEER For the OWNER

DATE: 10-28-21 _____

Date: _____

ATTACHMENT B - SCOPE OF SERVICES

The scope will include shop drawing reviews for the purchased equipment, the pre-bid meeting for the equipment installation, bidding for the project, review of contractor submittals, inspection of the contractor installation, coordination of the construction with the plant operator to insure plant operation is not interrupted, coordination and inspection of delivery of city purchased equipment, contractor pay request review and approval and general construction admin of the project.

INFORMATION TO BE FURNISHED BY THE OWNER:

All available documents concerning right-of-way easements, available utility, wastewater treatment plant plans and assistance in locating existing facilities.

The ENGINEER'S services enumerated above shall be completed within 200 working days following receipt by the ENGINEER of a fully executed copy of the Agreement..

INITIALS OF SIGNATORIES: PCS
For the ENGINEER For the OWNER

DATE: 10-28-21

Date: _____

ATTACHMENT C - COMPENSATION

1. METHOD OF COMPENSATION

Compensation shall be:

1. Shop drawing and submittal reviews for review of City
purchased equipment and equipment installation bidding \$ 8,000.00
2. Assistance with contractor submittal review and
construction inspections (3% const. Cost) \$32,634.00

Construction Administration and Inspection fee may be more or less dependent upon the needs of the owner.

Should additional work be requested by the OWNER other than those services provided in Attachment "B", and hourly compensation is the preferred method, compensation will be at the following rates.

RATE SCHEDULE FOR PROFESSIONAL SERVICES

Principal Engineer (Registered)	\$150.00 per hour
Project Engineer	\$115.00 per hour
CAD Technician	\$50.00 per hour
Survey Crew	\$120.00 per hour
Construction Inspector	\$55.00 per hour
Clerical	\$45.00 per hour
Mileage	\$0.55 per mile

Or a fee proposal will be prepared and presented for review and approval.

2. INVOICE PROCEDURE

The ENGINEER shall submit invoices to the OWNER for charges for the work accomplished during each calendar month. Such invoices shall be submitted by the ENGINEER as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the OWNER upon receipt.

INITIALS OF SIGNATORIES: PCS
For the ENGINEER For the OWNER

DATE: 10-28-21



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: North Plant Aerator #1 Replacement

AGENDA DATE: November 9, 2021

DATE PREPARED: October 29, 2021
PREPARED BY: John Bain

AMOUNT: \$ 109,147.00
GL ACCOUNT #: 505-4330-541300
FUNDING SOURCE: Water / Sewer Fund
BUDGETED ITEM? Yes

PURPOSE: To engage with Ovivo, USA for the purchase of a mechanical aerator for the North Plant.

BACKGROUND: The existing aerator is approximately 30 years old, showing signs of significant wear and potential failure, and has reached its useful life. Current delays in manufacturing and deliveries will require a long lead time for the equipment to be received. The previous aerator purchase is on a 10-month lead time.

This aerator replacement will be required as part of either alternate chosen for the future operation of the North Plant, and is part of the \$ 1,900,000 planned upgrade/conversion.

This equipment is proprietary to Ovivo, LLC as the manufacturer of the treatment process.

Company	Equipment Price
Ovivo, USA, LLC	\$ 109,147.00

STAFF RECOMMENDATION: Staff recommends engaging with Ovivo, USA, LLC for the purchase of the North Plant aeration equipment, at a cost of \$ 109,417.00.

IMPACT: The purchase will provide treatment critical to plant operations and maintaining compliance with permit regulations, and will be utilized in either plan for the North Plant operations moving forward.

MOTION: I move we engage with Ovivo, USA, LLC for the purchase of the North Plant aerator equipment, at a cost of \$ 109,147.00.



Worldwide Experts in Water Treatment

PROPOSAL

Q2021061701

17 JUNE 2021

NORTH WASTEWATER TREATMENT PLANT VILLA RICA, GA

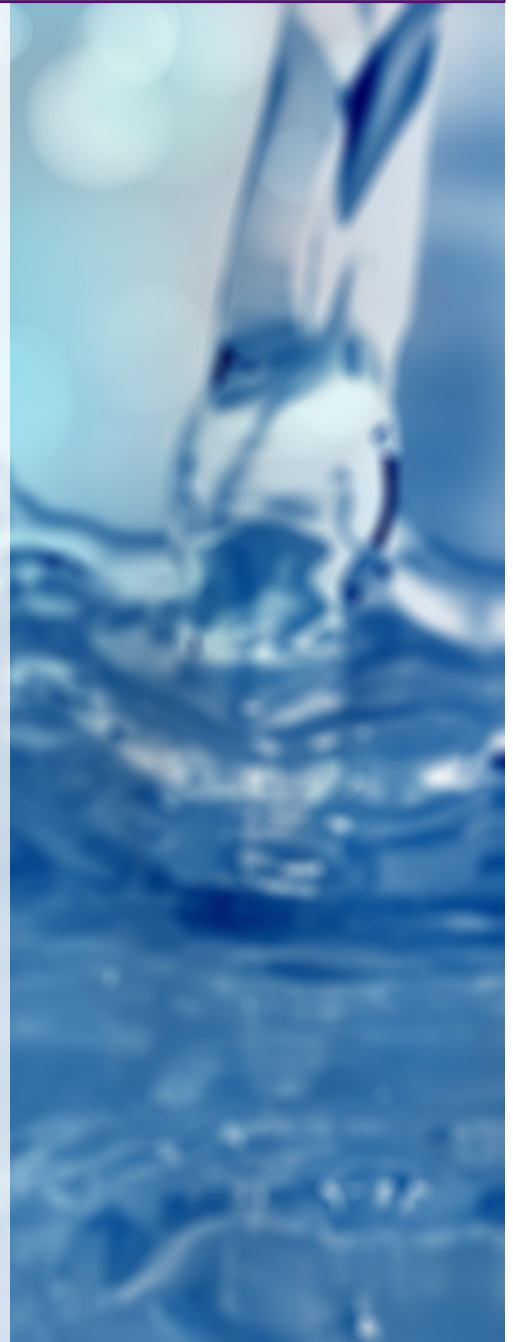
AREA REPRESENTATIVE

Echo-Tech
156 Hickory Springs Industrial Dr.
Canton, GA 30115
Dan Carter
(404) 822-3313

PREPARED BY

Daniel Kirby
Phone (801) 931-3177
Fax (801) 931-3090
Daniel.kirby@ovivowater.com

Ovivo USA, LLC
4246 Riverboat Road – Suite 300
Salt Lake City, Utah 84123-2583



Pricing

ITEM	EQUIPMENT	ESTIMATED LEAD TIME	PRICE
I	Carrousel® System Equipment	*	\$ <u>109,147.00</u>

Alternate Adder/Deduct

ITEM	DESCRIPTION	PRICE
A	Remove SS extension plate and extend partition wall with concrete	\$ <u>N/A</u>

DELIVERY

two (2) weeks

*Ovivo will submit drawings for approval within ~~eight (8) weeks~~ after Purchaser's receipt of Ovivo's written acknowledgement of an approved purchase order. Ovivo intends to ship all Products **Sixteen (16) weeks** after receipt of approved drawings from Purchaser.

GENERAL NOTES

The dates of drawing submission and shipment of the Products represents Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

ITEM I – CARROUSEL® SYSTEM EQUIPMENT

Ovivo USA, LLC is pleased to provide the following proposal to finish:

- One (1) 40 Horsepower LSA Aerator.

The design of the proposed mechanisms is based upon Ovivo's standard engineering practices and details which meet the intent of the project specifications.

AERATORS

Items Included, per aerator:

- One (1) 40 horsepower motor including:
 - 460 Volt, 3 phase, 60 hertz duty.
 - TEFC, totally enclosed fan cooled.
 - VFD duty rated.
 - Mill and chemical duty preparation.
 - Nominal 1800 rpm output.
 - 1.15 service factor on sine wave power and 1.0 service factor on inverter duty.
 - Class F insulation.
 - Motor thermal protection device.
 - Motor space heater.
 - Premium efficiency.
- One (1) gearbox including:
 - 2.0 service factor (minimum).
 - Independent lower bearing.
 - Oil drain.
 - Mechanical oil pump.
 - Dip Stick.
 - Low oil Pressure switch.

Note: The oil switch requires a separate control voltage circuit and relay timer to be supplied by others. The switch must be connected to maintain the warranty stated herein.

- One (1) high speed flexible coupling.
- One (1) low speed coupling (cast iron).
- One (1) adapter shaft (A36).
- One (1) surface aerator impeller (A36).
- One (1) surface partition wall extension plate (304SS). **(Remove if deduct A is selected)**
- One (1) mounting plate (A36).
- Assembly bolts (A325HDG).
- Nameplate (stainless steel).
- Painting as noted in the SURFACE PREPARATION AND PAINTING segment of this proposal.
- Operation and Maintenance manuals.
- Service as noted in the FIELD SERVICE segment of this proposal.
- Freight, FCA factory, freight allowed.

Additional Items Included:

- Spare parts included:
 - One (1) Reducer low oil cut-out switch.
 - One (1) Reducer high speed coupling.

Items NOT included (But not limited to the following):

- Installation.
- **Jackstuds (utilize if size, condition and location permits).**
- Variable frequency drives (VFD).
- External Wiring and Conduit.
- Conformal Coatings.
- Pushbutton stations.
- Panel mounting components.
- Field wiring/installation.
- Bridges, walkway, stairs, ladders, and hand railing.
- Mist shields or curtains.
- Slide gates, sluice gates or weirs.
- Tools, Warning signs, Oils/Lubricants.
- Permits, fees, samples, testing.
- Liquidated damages.

Field Service:

Our proposal includes the service of a qualified service engineer for the following:

- Four (4) Days / Two (2) Trips at the site to assist in adjusting, servicing, and checking out these mechanisms, and in training the operators in maintenance, troubleshooting, and repair of the equipment.
- Additional service days can be purchased at the current rate.

Surface Preparation and Paint:

Submerged and non-submerged fabricated steel shall be shop-cleaned per SSPC-SP-10 and shop primed one (1) coat(s) of Tnemec 161-1211 (3.0 to 5.0 Mills D.F.T). Except stainless steel will not receive a coating.

Motors and gear reducers shall receive manufactures standard surface preparation. Shop priming and painting shall consist of a high quality coating that is specifically resistant to chemical, solvent, salt water, and acid environmental conditions.

CLARIFICATION:

- **The size of the existing impeller and the mounting details were not provide at the time of creating the proposal. An impeller size of 90 inches was assumed. The concrete opening and jackstuds are assumed to work for the proposed equipment as well.**
- **The deduction is for removing the stainless steel extension plate. Extension of the partition wall is still required. Based on a 90 inch existing impeller the wall will need to be extended 6". Minimum vertical extension is 3 feet above and 4 feet below the max water elevation.**

ADDITIONAL FIELD SERVICE

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days. Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Purchaser/Owner not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

If painting the Products is included under Ovivo's scope of work, such Products shall be painted in accordance with Ovivo's standard practice. Shop primer paint is intended to serve only as minimal protective finish. Ovivo will not be responsible for condition of primed or finished painted surfaces after equipment leaves its shops. Purchasers are invited to inspect painting in our shops for proper preparation and application prior to shipment. Ovivo assumes no responsibility for field service preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism erection.

Clarifier motors, gear motors and center drives shall be cleaned and painted with manufacturer's standard primer paint only.

It is our intention to ship major steel components as soon as fabricated, often before drives, motors and other manufactured components. Unless you can insure that shop primed steel shall be field painted within thirty (30) days after arrival at the jobsite, we encourage you to purchase these components in the bare metal (no surface prep or primer) condition.

Ovivo cannot accept responsibility for rusting or deterioration of shop applied prime coatings on delivered equipment if the primed surfaces have not been field painted within thirty (30) days of arrival at the jobsite using manufacturers' standard primers. Other primers may have less durability.

PRICING TERMS

The prices quoted are based upon Purchaser's acceptance of this proposal, through the submission of a purchase order or other written acceptance, being placed no later than **thirty (30) days** after date of bid opening, or upon Purchaser's acceptance of this proposal by **July 19, 2021**, whichever date is earlier. After expiration of the pricing effectivity period, prices will be subject to review and adjustment. Prices quoted are FCA surface point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

PAYMENT TERMS

Payment terms are as follows:

Milestone	Cumulative Percent Invoiced
Ovivo Acknowledgement of P.O.	5%
Submittals First Sent To Purchaser	10%
Submittal Approval	30%
Fabrication Complete and Ready To Ship ¹	90%
Equipment Delivery	95%
Field Service Trips Per Contract	100%

¹This milestone will only be invoiced if delays from Purchaser or due to parties other than Ovivo occur. Additional storage and other terms may apply per paragraphs below.

No more than 5% retention shall be withheld from each invoice. The final 5% (Retention) shall be invoiced at Substantial Completion of Ovivo's Scope, which may be different than Substantial Completion of the overall project, not to exceed **sixty (60) days** from equipment delivery of the Major Item.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

Any postponement of delivery dates requested by the Purchaser; or if Purchaser requests or causes cancellation, suspension or delay of Ovivo's work, for delays of up to ninety (90) days, Purchaser shall pay Ovivo all appropriate charges incurred up to date of such event, per the schedules above, which may include partial completion of milestones. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. For delays less than ninety (90) days, Ovivo will delay portions of fabrication and delivery, to the extent possible. Delays greater than ninety (90) days are subject to price escalation at 1.5% per month for each month

or partial month of delay, further subject to the steel escalation clause; or, if possible, equipment shall be stored at the cost of the Purchaser. For delays greater than ninety (90) days, Purchaser shall accept transfer of title and make full payment for all work due and payable, thirty (30) days from the date work is placed into storage.

Credit is subject to acceptance by Ovivo's Credit Department.

PRICE ESCALATION

The prices submitted are based upon Purchaser's acceptance of this proposal by July 19, 2021.

If the above indicated order date is exceeded, prices and shipping dates are subject to review and adjustment. Should shipment dates be exceeded because of actions of parties other than by Ovivo, escalation of the selling prices at the rate of 1.5% per month for each month or partial month of delay will be applied. This escalation will be applied only if shipment is delayed by actions of parties other than by Ovivo.

COMMODITIES PRICE ESCALATION

We have recently, and in the past, experienced sharp increases in carbon steel, stainless steel, aluminum, and other metal prices in the North American and worldwide markets. To remain competitive, we will not attempt to cover all possible escalations from the date of our proposal to supply placement.

Due to these potential material cost increases, Ovivo may increase the price of the proposal or require additional payment in the form of a change order for such material increases based on the actual material cost at the time fabrication begins. Market incremental increases of <5% per annum will be covered by Ovivo if fabrication begins within 6 months of the date of the signed purchase order or contract.

Any price increase or additional payment to Ovivo shall be based on an industry-standard pricing measure or index for that particular commodity that accurately represents the market increase. The resulting cost impact shall be disclosed to the Buyer prior to fabrication. Ovivo will always endeavor to cover material cost increases to the extent possible.

Any additional duties and tariffs invoked after the date of the proposal will be added to the total proposed price.

TAXES

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

BONDS

Any performance and/or payment bond agreed to be provided by Ovivo will extend to supply of equipment and services for a period not to exceed the first twenty four (24) months of the service or warranty period, and for a value not to exceed the total price of this Proposal.

BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

****PURCHASE ORDER SUBMISSION****

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address:

Ovivo USA, LLC
4246 Riverboat Road, Suite 300
Salt Lake City, Utah 84123

Attn: Amy Harrison / Dan Kirby
Tel. #: 801-931-3000
Email: amy.harrison@ovivowater.com
daniel.kirby@ovivowater.com

GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

MANUALS

The content of any and all installation, operation and maintenance or other manuals or documents pertaining to the Products are copyrighted and shall not be modified without the express prior written consent of Ovivo. Ovivo disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Ovivo in connection with the Project.

WARRANTY AND CONDITIONS

Ovivo standard Terms and Conditions of Sale is attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

CONFIDENTIALITY

This document is not to be reproduced or submitted to any third party without the written consent of Ovivo.

This document contains, or Ovivo may have previously disclosed to Purchaser, certain technical and business information of Ovivo and/or Ovivo's affiliated entities, including certain copyrighted material, which is considered to be confidential. Such information, hereinafter referred to individually and collectively as the "Information", may include, without limitation, ideas, concepts, development plans for new or improved products or processes, data, formulae, techniques, flow sheets, designs, sketches, know-how, photographs, plans, drawings (regardless of what name, if any, is stated on the title block), specifications, samples, test specimens, reports, customer lists, price lists, findings, studies, computer programs and technical documentation, trade secrets, diagrams, and inventions, notes, and all information pertaining thereto and/or developed there from. This Information is disclosed in good faith solely for the purposes of our proposal, and in addition on the understanding that its confidentiality will be properly maintained and safeguarded.

Neither this proposal, the Information nor any part thereof may be copied, reproduced or used for any purpose other than that for which it is disclosed by Ovivo. Except as reasonably necessary for the evaluation of this proposal, no part thereof may be disclosed to any other person, without Ovivo's prior consent in writing.

Ovivo will retain the rights to any intellectual property rights ("IPR") related to the Products. Ovivo will grant a non-exclusive royalty free license to use the IPR for the sole purposes of operating and maintaining the equipment supplied by Ovivo.

The duties, obligations, restrictions, and responsibilities described hereinabove shall apply to the Purchaser, their agents, affiliates, and all related parties regardless of whether any transaction occurs between Ovivo and Purchaser, and shall survive termination, cancellation, and expiration of any transaction between Ovivo and Purchaser.

In the event of a breach of the terms herein, Ovivo maintains the right to seek any and all remedies and damages available to it, including but not limited to the amount, including interest, by which Purchaser profited from the breach, any gains made by Purchaser or any third party who received Information from Purchaser, compensation for all Ovivo loss or injury, and the value of Ovivo's expectation created by the promise of Purchaser. The parties agree Ovivo would suffer irreparable harm in the event of any breach of these terms, and therefore Ovivo shall be entitled to any and all injunctive relief available.

Very truly yours,

Ovivo USA, LLC

Attachment:

Ovivo USA, LLC General Terms and Conditions

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE. The proposal of **Ovivo Inc.** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all other solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced. Delivery by SELLER of the Products shall constitute acceptance of the Products by PURCHASER, unless written notice of defect or nonconformity is received by SELLER within thirty (30) days of SELLER's delivery of the Products.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER. In the event of nonpayment SELLER reserves the further right to seek compensation from any third party in possession of the Products.

5. TAXES. Unless otherwise specifically provided in SELLER's quotation/proposal; PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER's account.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from the earliest of the notice of readiness to ship or the actual shipment. If any of SELLER's Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER's estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER's liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER's quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION. All nonpublic or proprietary information and data furnished to PURCHASER hereunder, including but not limited to price, size, type design and other technical or business information relating to the Products is the sole property of SELLER and submitted for PURCHASER's own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER's prior written consent.

8. SURFACE COATING. Any Product coating provided by SELLER shall be in accordance with SELLER's standard practice, unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests to approve drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER's equipment (in U.S. measure and English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tif format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

12. PATENT INDEMNITY. SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid

apparatus claims of any Canadian patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products

13. GENERAL INDEMNITY. Subject to the limitations of liabilities of the parties set forth in this Agreement, each party shall protect and indemnify the other party, its parent and their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by, or in favor of, any entity to the extent of the indemnifying party's negligence or willful misconduct in connection with the performance of this agreement.

14. DEFAULT, TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products: and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

15. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

17. INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAIVER. Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

19. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER's written request and expense.

20. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, directly or indirectly, by reason of Force Majeure, to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, epidemics and pandemics, acts of or delays caused by governmental authorities, changes in laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule. For the avoidance of doubt, if the cause relied upon has commenced prior to the Parties entered into a contracting relationship, it shall not render the cause void and/or not capable of being included within the definitions of Force Majeure, as listed within this Article 20.

21. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

22. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

23. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the judicial courts located in Toronto, Canada.

24. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

25. LIMITATION ON LIABILITY. TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT PAID BY PURCHASER FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, LOSS OF DATA, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

26. PRIVACY AND DATA PROTECTION. Seller has put in place rigorous safeguards and procedures regarding privacy and data protection, notably the Ovivo Privacy Policy (ovivowater.com/privacy-policy), and requires that Purchaser adhere to its data protection principles to the extent applicable to Purchaser.

27. DATA COLLECTION. PURCHASER consents to the collection of the Product's operational data and to the use of such data for the purpose of improving the Products and other purposes stated herein. PURCHASER further agrees that such data collection does not constitute a performance monitoring service or duty by SELLER.

28. INSURANCE. SELLER shall maintain that its current levels of insurance for the duration of the Project, as set forth in its standard certificate of insurance, available upon request.

29. BONDS. Upon PURCHASER request within fifteen (15) calendar days of SELLER's receipt of an order, SELLER shall provide a bond in favor of PURCHASER, at PURCHASER's expense, by an institution, and in a form, approved in advance by SELLER. Any performance and/or payment bond agreed to be provided by SELLER will extend to supply of equipment and services for a period not to exceed the first twenty four (24) months of the service or warranty period, and for a value not to exceed the total price of the contract.

30. PERMITS. PURCHASER shall be solely responsible to obtain and maintain in force all necessary permits with respect to any products to be provided by SELLER hereunder and any intended use by PURCHASER.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Purchase of Hydra-Stop Valve Insertion Equipment and Insertion Valves

AGENDA DATE: November 9, 2021

DATE PREPARED: October 21, 2021

PREPARED BY: John Bain

AMOUNT: \$ 104,916.00

GL ACCOUNT #: 505-4440-542500

FUNDING SOURCE: Water / Sewer Fund

BUDGETED ITEM? Yes

PURPOSE: To engage with Hydra-Stop for the purchase of valve insertion equipment and associated valves.

BACKGROUND: Improvements are needed in the ability to isolate areas of the distribution system during emergency situations, unidirectional flushing practices, and connections with newly developed areas.

STAFF RECOMMENDATION: Staff recommends the approval of the purchase of the Hydra-Stop valve insertion equipment and valves.

Vendor	Material	Total Cost
Hydra-Stop	Tapping machine, insertion equipment, valves	\$104,916.00

IMPACT: The purchase of this equipment and valves will provide staff the means to install isolation valves within the distribution system without service interruptions to the surrounding area. The additional valves will also provide a reduction in water loss during times of water main breaks.

MOTION: I move to approve the budgeted purchase of the Hydra-Stop insertion valve equipment and valves, at the cost of \$104,916.00.



144 Tower Drive | Burr Ridge, IL 60527
Phone: (708)389-5111 | Fax: (708)389-5125

PROPOSAL: HSPQ15940-03

DATE: 10-12-2021

Customer ID:

Bill To

City of Villa Rica
John Bain
106 Temple St
Villa Rica, GA 30180
United States
Phone 6788344940
Fax

Ship To

City of Villa Rica
John Bain
106 Temple St
Villa Rica, GA 30180
United States
Phone 6788344940
Fax

Incoterms	Freight	Lead Time	Terms
Ex-Works	Prepay & Add	4 Weeks ARO	TBD

Line	Part Number	Description	Qty	Unit Price	Ext. Price
1	3-TAPMACH-OSY-250	Tapping Machine Unit, OS&Y, 250 PSI	1	\$7,534.00	\$7,534.00
2	3-TMMDRVHYD-412	4-12 Hyd Motor Restraint Assembly	1	\$6,697.00	\$6,697.00
3	3-TOOLKIT-412	4-12 Installation Equipment Tool Kit	1	\$969.00	\$969.00
4	3-480IV-250	4-8 IV Base Equipment Unit, 250PSI	1	\$22,348.00	\$22,348.00
5		43.79% Discount			-\$9,787.00
6	3-112IV-250	10-12 IV Add-On Equipment	1	\$32,021.00	\$32,021.00
7		30.56% Discount			-\$9,787.00
8	3-HYDPOWERPACK-01	HYD POWER PACK UNIT 13 HP, 9 GPM, MR@1800 PSI, WITH HOSES AND QUICK CONNECTS	1	\$6,440.00	\$6,440.00
9	TRAINING	EQUIPMENT TRAINING	1	\$4,800.00	\$4,800.00
10	25690250-CS	6", IV250, 6.90 Insta-Valve Body, CS FLG, 304SS HW	5	\$2,294.00	\$11,470.00
11	25CARTLH06-250	6" Open Left Cartridge, IV250	5	\$1,498.00	\$7,490.00
12	25905250-CS	8", IV250, 9.05 Insta-Valve Body, CS FLG, 304SS HW	2	\$2,601.00	\$5,202.00
13	25CARTLH08-250	8" Open Left Cartridge, IV250	2	\$1,692.00	\$3,384.00

Line	Part Number	Description	Qty	Unit Price	Ext. Price
14	251320250-CS-N	12", IV250, 13.20 Insta-Valve Body, CS FLG, 304SS HW Non AIS	1	\$5,795.00	\$5,795.00
15	25CARTLH12-250	12" Open Left Cartridge, IV250	1	\$2,939.00	\$2,939.00
16	251110250-CS-N	10", IV250, 11.10 Insta-Valve Body, CS FLG, 304SS HW Non AIS	1	\$4,918.00	\$4,918.00
17	25CARTLH10-250	10" Open Left Cartridge, IV250	1	\$2,483.00	\$2,483.00

Quotation is Valid for 30 days from Quotation Date.

Training to be scheduled at the time of order entry	Grand Total	\$104,916.00
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The sale of product (s) or services provided by Hydra-Stop shall be governed by the attached Terms and Conditions. Pricing is good for 30 days from the quotation date. Hydra-Stop's offer to sell products to or to provide services to you ("Customer") is expressly limited by Customer's acceptance of these Terms and Conditions, as evidenced by Customer's issuance of a purchase order for products (s) or services, or Customer's payment for any additional products or services under the purchase order. Additional or different terms or conditions proposed by Customer (including those that may be contained in Customer's purchase order) shall be void and of no effect unless a written



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: West Plant Station Pump Replacement

AGENDA DATE: November 9, 2021

DATE PREPARED: October 27, 2021

PREPARED BY: John Bain

AMOUNT: \$ 56,415.00

GL ACCOUNT #: 505-4330-541400

FUNDING SOURCE: Water / Sewer Fund

BUDGETED ITEM? Yes

PURPOSE: To engage with the Vaughan Company for the pump purchase servicing the West WRF.

BACKGROUND: The existing pump was original to the station and treatment facility, and is no longer in operation. This purchase allows the station to function as designed and required.

STAFF RECOMMENDATION: Three quotes were received, with the Vaughan new pump purchase being the lowest of the three quotes. Staff recommends engaging with the Vaughan Company for the purchase of the Vaughan pump, at the cost of \$ 56,415.00.

Brand	Model	Cost per unit
Flygt	3301.830-0029	\$ 133,908.50
Goforth Williamson	Vaughan SEN85 100 Hp: Existing Pump Repair	\$ 58,780.00
Vaughan	Model SE8N-160 100 Hp: New Pump	\$ 56,415.00

IMPACT: The pump purchase provides appropriate operation of the station and flow through the treatment process.

MOTION: I move we engage with Vaughan Company for the purchase of the WRF pump, at a cost of \$ 56,415.00.



WC Equipment Sales
Attn: Mike Dillard

Quote Number: 45686B

Dated: 10/25/21

Page 1 of 5

Project: City of Villa Rica / Duplicate Serial No. 138770
Replacement for Serial No. 99160

*DUE TO CONTINUED PRICING INSTABILITIES IN MOTORS, METALS AND CASTINGS
ALL PRICING BEYOND 60 DAYS MUST BE VERIFIED PRIOR TO PLACING AN ORDER.*

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
------	-----	------	-------------	------------	-------

**1 1 only Vaughan Model SE8N-160 Electric Driven Submersible Chopper
Pump consisting of:**

Casing and Backplate, cast ductile iron.

Impeller, Upper Cutter and External Cutter, cast steel, heat treated to minimum Rockwell C60.

Cutter Bar, alloy steel, heat treated to minimum Rockwell C60.

Elastomers, Buna-N

Drive, 100 HP, 1170 RPM, 460 volt, 3 phase, 60 Hz, 1.15 SF, Explosion Proof (Class 1, Group C & D) submersible motor with tandem mechanical seals, moisture sensors, internal thermostats, and 50 feet of power cable, 15 minute in air duty, manufactured by ABB/Baldor.

Pump Finish: Solvent wash and coat with Tnemec Perma-Shield PL Series 431 epoxy.
(Except Motor).

TOTAL PRICE:

\$54,915

Estimated Freight for Single Shipment, FOB Montesano, WA

\$1,500

*Freight quotes are for informational purposes only and is not a guarantee of the final shipping charge.
Shipping charges are not finalized until the equipment leaves Vaughan's warehouse.
Partial shipments are subject to additional freight charges*

**LEAD TIME IS 10-12 WEEKS WHILE MOTOR IS IN STOCK.
CURRENTLY THERE IS ONE MOTOR IN STOCK. IF NO MOTOR IS
AVAILABLE FROM STOCK THEN PRODUCTION LEAD TIME IS 18-
20 WEEKS.**

**NOTE: CUSTOMER TO REUSE EXISTING GUIDE RAIL SYSTEM,
ALL GUIDE RAIL BRACKETS, AND ACCESSORIES**

Submittals:	Submittal time is 4 - 6 weeks after receipt of order.
Production Time:	Estimated (see above) after receipt of approved submittals, released to production and executed purchase order. Estimated ship dates are subject to change dependent on motor availability. Vaughan Co. will arrange shipment upon the receipt of approved factory tests, if applicable.
FOB:	Montesano, Washington via best way
Terms:	Contingent on credit approval
Expiration:	Quotation valid for 60 days

jsf

"Solids Handling Specialists"



WC Equipment Sales
Attn: Mike Dillard

Quote Number: 45686B
Dated: 10/25/21

Page 2 of 5

Project: City of Villa Rica / Duplicate Serial No. 138770
Replacement for Serial No. 99160

*DUE TO CONTINUED PRICING INSTABILITIES IN MOTORS, METALS AND CASTINGS
ALL PRICING BEYOND 60 DAYS MUST BE VERIFIED PRIOR TO PLACING AN ORDER.*

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
------	-----	------	-------------	------------	-------

Pump Performance: 2245 GPM @ 58 FT. TDH WITH 980 RPM PUMP
SPEED.

Application: Influent Pump

Industry: Municipal

Vaughan Co., Inc.

Submittals: Submittal time is 4 - 6 weeks after receipt of order.
Production Time: Estimated (**see above**) after receipt of approved submittals, released to production and executed purchase order. Estimated ship dates are subject to change dependent on motor availability.
Vaughan Co. will arrange shipment upon the receipt of approved factory tests, if applicable.
FOB: Montesano, Washington via best way
Terms: Contingent on credit approval
Expiration: Quotation valid for 60 days

jsf

"Solids Handling Specialists"

Vaughan Co., Inc. | 364 Monte-Elma Road | Montesano, WA. USA 98563 | Phone 360-249-4042 | Fax 360-249-6155
info@chopperpumps.com | <http://www.chopperpumps.com/terms/>



**Xylem Water Solutions USA, Inc.
Flygt Products**

October 19, 2021

90 Horizon Drive
Suwanee, GA 30024
Tel (770) 932-4320
Fax (770) 932-4321

Mr. Erick Broz
City of Villa Rica

Quote # 2021-ATL-1033
Project Name: Villa Rica-Influent Pump Station Upgrade
Job Name: NP3301 105HP

A Flygt Preventive Maintenance DISCOUNT is available for this order. Please contact your Xylem Service Center for more information.

1. This is a budgetary quote and should be updated before a PO is issued.
2. The pump selection is 105HP for budgetary purposes and should be updated before a PO is issued.
3. Electrical and controls upgrades may be required if the rated current, and electrical requirements of the proposed pump differ from the existing pump. The cost of this expense is not determined at this time.
4. Anchor bolt calculations by others.
5. Customer shall field-verify the scope, quantities and cable lengths before approving submittals.
6. This quote includes all accessories and hardware for 1 pump replacement-complete, not including electrical upgrades.
7. Retrofit kits and adapters to accommodate competitor hardware may be available on a limited basis.
8. Customer shall inspect existing hardware before approving submittals. Some hardware and accessories can be replaced on an as-needed basis.

Xylem Water Solutions USA, Inc. is pleased to provide a BUDGETARY quote for the following Flygt equipment.

PUMPS

Qty	Part Number	Description
1	3301.830-0029	Flygt Model NP-3301.830 6" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 105 HP 1750 RPM motor, 462 impeller, 2 x 50 Ft. length of SUBCAB 4G25+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve

PUMPS Price USD \$ 80,453.70

CONTROLS

Qty	Part Number	Description
-----	-------------	-------------



Qty	Part Number	Description
1	electronic_OM	Electronic Copy of Operations & Maintenance Manual in PDF (Portable Document Format) with Bookmarks and Indexed Table Of Contents.

SERVICES Price USD \$ 7,846.00

Total Price \$ 127,753.50

Freight Charge \$ 6,155.00

Total Price \$ 133,908.50

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)

See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Delivery: PP/Add Order Position

Validity: This Quote is valid for thirty (30) days.

Terms of Payment: 90% N60 after invoice date; 10% Upon completion of start-up, not to exceed 120 days following invoice date (whichever occurs first).

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Schedule: Delivery lead times are XX weeks after receipt of submittal approval and order acceptance.

Submittals: 6-8 after receipt of order.

Pumps: 16-20 weeks after receipt of signed submittals and approved contract.

Controls: 12-16 weeks after receipt of signed submittals and approved contract.





**Xylem Water Solutions USA, Inc.
Flygt Products**

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2021-ATL-1033
Customer Name: Mr. Erick Broz
Job Name: NP3301 105HP
Total Amount: \$ 127,753.50
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____





Fax: 770-467-0301

ID: 217004

Date: 17-May-21

To

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

Quote To

City of Villa Rica
Barber WWTP
185 Barber Industrial Court
Villa Rica , GA 30180
United States of America

Ph: 770-459-7000

Ph: 678-840-1405

Page 1 of 2



Goforth Williamson, inc.

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: 217004	Date: 17-May-21

To

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

Quote To

City of Villa Rica Barber WWTP 185 Barber Industrial Court Villa Rica, GA 30180 United States of America
--

Ph: 770-459-7000

Ph: 678-840-1405

Terms		Ship Via	Salesperson	
Net 30 Days		GWI Truck	JGBOS	
Quantity	Description	Unit Price	Amount	
1	ea 15. Dynamically balance rotating assembly within ISO G1.0 Spec 16. Assemble pump complete 17. Paint and crate pump 18. Deliver pump to site 19. Install pump into service; Set pump to run 20. Verify operation Delivery 6-8 Weeks Note: GWI will provide a 1-year warranty on workmanship. Quote prepared by Jonathan Keirns / Project Engineer For the above scope of work, GWI Quotes	\$58,780.00	\$58,780.00	
	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 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.	Total:	\$58,780.00	



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Temporary Water Agreement with the Douglasville- Douglas County Water and Sewer Authority (DDCWSA) for Water System Testing.

AGENDA DATE: November 9, 2021

DATE PREPARED: November 1, 2021

PREPARED BY: Pete Zorbanos

AMOUNT: \$45,000.00

GL ACCOUNT #: 505-4220-531510

FUNDING SOURCE: Water Fund

BUDGETED ITEM? Yes

PURPOSE: To enter into a temporary water agreement to purchase water for 30 days with the Douglasville – Douglas County Water and Sewer Authority (DDCWSA) for water system testing.

BACKGROUND: The Conners Road booster pump station has been out of service for many years, and it was outdated. Currently, the Conners Road booster pump station has been upgraded with new pumps and equipment. There is a temporary need to purchase water from DDCWSA, in order to test the operation of the booster pump station, and determine the hydraulic effect of the new pumps on the distribution system.

STAFF RECOMMENDATION Staff recommends that the City enter into a temporary water agreement to purchase water for 30 days with the Douglasville – Douglas County Water and Sewer Authority (DDCWSA) for water system testing, in an amount not to exceed \$45,000.

IMPACT. The temporary water agreement will allow for the start up of the upgraded booster pump station, and provide the ability to fill the Mirror Lake elevated water tank. Also, it will allow for determining the hydraulic effect, and impact to the distribution system when water is drawn from the other Douglas County interconnects on Highway 61 and Highway 78.

MOTION: I move that the City enter into a temporary water agreement to purchase water for 30 days with the Douglasville – Douglas County Water and Sewer Authority (DDCWSA) for water system testing, in an amount not to exceed \$45,000.

STATE OF GEORGIA

COUNTY OF DOUGLAS

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of October, 2021, between the DOUGLASVILLE-DOUGLAS COUNTY WATER & SEWER AUTHORITY (the “Authority”) and the CITY OF VILLA RICA, GEORGIA (the “City”).

WHEREAS, the Authority is a public body corporation of the State of Georgia, and it owns and operates a water distribution system based in Douglas County, Georgia; and

WHEREAS, the City is a municipal corporation of the State of Georgia, and it owns and operates a water distribution system based in Carroll County, Georgia; and

WHEREAS, the Authority and the City are parties to an Intergovernmental Agreement Regarding Water Supply and Wastewater Treatment Services, dated April 10, 2008 (the “2008 Agreement”); and

WHEREAS, pursuant to the 2008 Agreement, the Authority has agreed to sell water to the City on a wholesale basis on rates and terms provided in the 2008 Agreement, except as modified herein; and

WHEREAS, the water purchased by the City from the Authority is supplied by the Authority to the City at one of three metered delivery points, as follows: (1) an 8-inch meter serving a gravity feed connection located on Veterans Memorial Highway, (2) an 8-inch meter serving a gravity feed connection located on U.S. Highway 61, and (3) an 8-inch meter serving a pumped connection at Connors Road (the “Meter Locations”); and

WHEREAS, the City proposes to perform internal testing of its water delivery system through the Meter Locations (the “System Testing”); and

WHEREAS, the City desires to enter into an agreement with the Authority which provides for the purchase of water from the Authority for the purpose of the System Testing.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. For a period of up to thirty (30) consecutive days from the date of the commencement of the provision of water services under this Agreement, the Authority agrees to make water available to the City at the Meter Locations at a volume of up to 500,000 gallons per day.

2. The rates to be charged for the water delivered pursuant to this Agreement shall be determined as follows:

a. A monthly base rate for each of the three Meter Locations for each month in which water is provided to the City, calculated as the Authority’s then-current standard monthly base rate for an 8-inch meter less a 15% credit. At the time of this Agreement the base rate for an 8-inch meter is \$801.61, and the effective base rate with the 15% reduction is \$681.37 per month per meter.

b. The price per thousand gallons shall be the Authority’s then-current Tier 1 rate (as established in the Rules and Regulations of the Authority) less a 15% credit. At the time of this Agreement the Tier 1 rate is \$4.89 per thousand gallons, and the effective rate with the 15% reduction is \$4.16 per 1,000 gallons. For purposes of illustration, under the Tier 1 rate in the current regulations, the consumption of 300,000 gallons per day equals the sum of \$1,248.00 per day, and the consumption of 500,000 gallons per day equals the

sum of \$2,080.00 per day. Depending on consumption, the rate for 21 days is a range from \$26,208.00 to \$43,680.00. The rate for 30 days is a range from \$37,440.00 to \$62,400.00.

3. The parties agree that the date of commencement shall be determined by written notice from the City to the Authority, but in no event later than sixty (60) days from the date of this Agreement. In the event the City should seek an extension of the temporary provision of water as provided herein, a supplemental written agreement shall be entered into by the City and the Authority.

4. Except as modified as provided herein, the terms and provisions of the 2008 Agreement shall govern the provision of water pursuant to this Agreement.

5. Each party to this Agreement shall bear his or her own attorney's fees and expenses incurred in this matter.

6. The parties agree to execute any documents and take any action necessary to effectuate the terms and intent of this Agreement.

7. This Agreement embodies the entire agreement between the parties hereto. No representations or agreements, whether written or oral, other than those contained herein, shall be binding upon the parties.

8. This Agreement is binding upon the parties hereto and their respective transferees, successors, and assigns.

9. This Agreement shall not be modified or amended except by a written instrument, setting forth such modification or amendment.

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

11. Any issues regarding the subject of this Agreement shall be resolved in legal proceedings to be conducted in the Superior Court of Douglas County, Georgia.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as of the day and year first above written.

DOUGLASVILLE-DOUGLAS COUNTY
WATER & SEWER AUTHORITY

By: _____
EDWARD J. CITIZEN, Chairman

[AFFIX AUTHORITY SEAL]

By: _____
GILBERT B. SHEAROUSE, Executive
Director

Attest:

HELEN McCOY, Secretary

Signed, sealed, and delivered in
the presence of:

Witness

Notary Public

[Signatures continue on following page]

CITY OF VILLA RICA, GEORGIA

[AFFIX CITY SEAL]

By: _____
GIL McDOUGAL, Mayor

Attest:

ALISHA DOYAL, City Clerk

Signed, sealed, and delivered in
the presence of:

Witness

Notary Public



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: To Approve a Proposal by Falcon Engineering to Evaluate Land for a Second Industrial Park

AGENDA DATE: November 09, 2021

DATE PREPARED: October 29, 2021

PREPARED BY: Tom Barber

AMOUNT: \$43,638

GL ACCOUNT #: not yet assigned

FUNDING SOURCE: 2021 Carroll SPLOST

BUDGETED ITEM? no

PURPOSE: To approve a proposal to evaluate land as a potential site for a second industrial park.

BACKGROUND: Villa Rica's industrial park contains only a few parcels of undeveloped land and they are challenging due to size, water, rock, etc. A second park could be developed in the southwest corner of the City but we need to further investigate the site prior to acquisition. If the resulting yield is adequate, we would return to City Council for authorization to obtain additional services on a more focused basis.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: Acquiring evaluation services is considered best practice prior to making a purchase decision on this kind of property. The resulting yield calculation will tell us how much usable land is available. Wetlands delineation is estimated to cost \$3,000, meetings and a concept plan will cost \$3,000, the survey will cost \$23,490, and the geotech analysis will cost \$17,148 for a total of \$46,638. Acquisition of the property would be made by the VR Development Authority.

MOTION: I move to authorize the Mayor to execute an agreement with Falcon Design for an amount not to exceed \$46,638.



*ENGINEERING * LAND PLANNING * SURVEYING *
*CONSTRUCTION MANAGEMENT * LANDSCAPE ARCHITECTURE*
WWW.FDC-LLC.COM

October 21, 2021

Mr. Tom Barber
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30181

RE: ALTA/NSPS Land Title Survey, Due Diligence Concept, Wetland/Stream Delineation and Geotechnical Proposal
2765 South Van Wert Rd., Carroll County, GA (+/- 163.31 Acres) (Parcel 150 0025)

Dear Mr. Barber:

Falcon Design Consultants is pleased to submit this proposal for your consideration for the referenced project. The scope of work for this project will contain the following:

Project Scope & Fees

- 1. ALTA/NSPS Land Title Survey: \$23,490.00**
 - An ALTA boundary survey for the parcel as identified above will be performed in accordance with the 2021 minimum standard detail requirements for ALTA/ACSM Land Title Surveys and the Table A items attached to this proposal (the "ALTA Standards").
- 2. Due Diligence Concept: \$3,000.00**
 - Includes up two (2) meetings with city officials.
 - Review Carroll County GIS.
 - Produce a concept plan for an industrial park based on GIS.
- 3. Wetland/Stream Delineation: \$3,000.00**
 - Locate all jurisdictional wetlands and state waters on subject property.
 - Report provided by Nelson Environmental, Inc.
- 4. Preliminary Geotechnical Analysis: \$17,148.00**
 - In order to evaluate the preliminary subsurface conditions, we recommend that the site be explored by drilling 20 soil test borings to depths of 25 feet to 40 feet below the surface. This results in a total drilling footage of 645 feet. A boring location plan has been provided to illustrate the proposed locations. The borings will be advanced by twisting continuous hollow stem auger flights into the ground. At selected intervals, Standard Penetration Resistance testing will be performed, and soil samples recovered for visual classification. The results of the penetration tests, when properly evaluated, provide an indication of the relative consistency of the soil being sampled, the potential for difficult excavation and the soils ability to support loads. For the purpose of this proposal and considering that structural loads are relatively light, we anticipate using the results of the Standard Penetration Tests (SPT) to provide preliminary recommendations for allowable bearing pressures and have not planned any laboratory testing, such as one-dimensional consolidation tests. The property is heavily wooded. Access to boring locations will be provided by clearing trails using a tracked front-end loader under the direction of one of our engineers. Vegetation knocked down for the purpose of clearing and gaining drill rig access will remain where it falls, and this scope and fee does not include any site restoration activities. Following completion of the field work, Atlas Technical Consultants, LLC will issue a report which will describe our understanding of the proposed construction, methods of exploration employed, site and subsurface conditions encountered, and conclusions and recommendations regarding the geotechnical aspects of the project. The preliminary conclusions and recommendations will include the following:

STOCKBRIDGE OFFICE: 235 Corporate Center Dr., Suite 200, Stockbridge, GA 30281 / Phone: 770.389.8666

CUMMING OFFICE: 500 Pirkle Ferry Road, Suite C, Cumming, GA 30040 / Phone: 678.807.7100

NEWNAN OFFICE: 40 Greenway Circle, Suite A, Newnan, GA 30265 / Phone: 770.755.7978

- Preliminary Site Preparation
- Potential for Difficult Excavation
- Compaction Requirements
- Temporary and Permanent Dewatering
- Suitability of On-Site Soils for Reuse as Fill
- Preliminary Foundation Recommendations
- Lateral Earth Pressures, for Wall Design
- Other Geotechnical Aspects of the Proposed Construction
- Preliminary Geotechnical Analysis to be provided by Atlas Technical Consultants, LLC

Reimbursable Expenses:

In addition to the Professional Fees described above, we will invoice for Reimbursable Expenses. This is usually referred to "Out-of-Pocket" expenses. The following items will be considered Reimbursable Expenses:

- Blue Printing – Reproduction of Drawings or Documents
- U.S. Mail Messenger, Messenger and Overnight Delivery Services

Additional Services

Only those services specifically described above, are included within the scope of this proposal. Additional Services are further explained in each consultant's contract and shall be made a part of the Standard Agreement between Owner and Design Firm. Examples of Additional Services, which may be required as the project develops, includes but is not limited to the following:

- Modifications to previously approved work "Change of Scope"
- Submittal Fees (Review/Recording)

All work will be performed in accordance with the Contract Conditions.

Contract Conditions

If, during the course of work, the Client finds it necessary to terminate the work, the work will stop by the Consultant upon written notification from the Client. The Client will pay for the services and expenses incurred to the point of termination based on the Consultant's estimate of the percentage of work complete.

Invoices for work completed will be submitted at the beginning of each month for work performed the previous month. All invoices are net due in 30 days. In the event that an invoice is not paid within 30 days the Consultant reserves the right to stop work after notifying the client in writing, until such outstanding invoices are paid in full.

The Consultant reserves the right to terminate or suspend all work for the Client with verbal or written notice if unpaid undisputed invoices are greater than 30 days past due.

Additional services, which are not included in this task order as defined by the scope of work, will be treated as extra work. The Owner will be given notice of any additional services requested by the Owner's Staff to complete the project. All additional services provided by the Consultant directly will be paid based upon the hourly rate schedule attached to this agreement without additional contract modifications. The Owner must approve additional Subcontractor/Subconsultant work in writing before the work is begun.

It is agreed that the Consultant's professional services do not extend to or include the review or site observation of the Construction Contractor's work or performance. To the extent allowed by law, it is further agreed that the Client will defend, indemnify, and hold harmless the Consultant from any claim or suit whatsoever, including but not limited to all payments and expenses, including all attorney fees and costs of defense or other costs involved arising from or alleged to have arisen from the Contractor's performance or the failure of the Contractor's work to conform to the design intent and the Contract Documents. The Consultant agrees to be responsible for the negligent acts, error or omissions of the Consultant's own employees. The Client agrees that the liability of Falcon Design Consultants, LLC resulting from any negligent acts, errors and/or omissions of Falcon Design Consultants, LLC is limited to the total fees actually paid by the Client to Falcon Design Consultants, LLC for services rendered.

While all work will be performed with professional care, the Consultant cannot guarantee the actions of government officials and agencies to grant the desired approvals.

This agreement shall be null and void if not executed within 60 days from the date of preparation unless otherwise indicated by the Consultant.

STOCKBRIDGE OFFICE: 235 Corporate Center Dr., Suite 200, Stockbridge, GA 30281 / Phone: 770.389.8666

CUMMING OFFICE: 500 Pirkle Ferry Road, Suite C, Cumming, GA 30040 / Phone: 678.807.7100

NEWNAN OFFICE: 40 Greenway Circle, Suite A, Newnan, GA 30265 / Phone: 770.755.7978

If you are in agreement with the terms of this proposal, please execute the agreement by signing below and returning one copy for our files.

Sincerely,
Falcon Design Consultants, LLC



Adam L. Price, P.E.
Managing Partner



John Palmer
President

Accepted and Agreed:

Signature

Title

Date

STOCKBRIDGE OFFICE: 235 Corporate Center Dr., Suite 200, Stockbridge, GA 30281 / Phone: 770.389.8666

CUMMING OFFICE: 500 Pirkle Ferry Road, Suite C, Cumming, GA 30040 / Phone: 678.807.7100

NEWNAN OFFICE: 40 Greenway Circle, Suite A, Newnan, GA 30265 / Phone: 770.755.7978

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

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, October 12, 2021 | 6:00 pm

Meeting Call to Order (Mayor Gil McDougal)

Mayor Gil McDougal called the meeting to order at 6:00 pm.

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

Invocation: Chris Tanton, Chaplain, Villa Rica Police Department

Pledge of Allegiance: Officer Charles Thompson, Villa Rica Police Department

Ceremonial Presentations (Mayor & Council)

- Recognition of Employee Anniversary:
Barry Evans, 20 Years of Service in Recreation Athletics

Adoption of Agenda (Mayor Gil McDougal)

Councilman Michael Young requested to table Item C1, Amendment to Section 9.03(2) – Multifamily and Single-Family Attached Design Standards and Public Hearing to November 9, 2021, Item C2, RA-08-21 – Parcel # V05 0180085 and V05 0180062; Mirror Lake Boulevard at Shoreline Parkway Rezoning and Public Hearing to October 26, 2021, Item C3, RA-09-21 – 284 Mirror Lake Boulevard Rezoning and Public Hearing to October 26, 2021, Item C5, Revision to Villa Rica Development Regulations Relative to Stream Buffers and Item D1, Resolution of Support for Changes to State Highway System and Acceptance of Two Roadways to November 9, 2021.

Councilman Danny Carter moved to adopt the agenda as amended, seconded by Councilwoman Shirley Marchman.

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

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.)

The following citizens came forward to make a public comment.

1. Brenda Canupp, 8934 Conners Road, Villa Rica

2. Janet Heilman, 44 Maple Valley Drive, Villa Rica
3. Pam Ogletree, 1012 Buckeye Lane, Villa Rica

Council Updates (Subjects of General Interest and Concern)

- Councilman Michael Young reminded everyone that October is Breast Cancer Awareness Month and there are a lot of charities out there that could use your support.
- Councilwoman Leslie McPherson reported that the neighbors on North Avenue are elated about the North Avenue Waterline Extension Project. There has been low water pressure and decaying water pipes in the area for decades.
- Councilwoman Shirley Marchman stated there is a Vaccine Drive on Tuesday evening, October 19 from 6-8 pm at True Life Church, 87 Blackstock Road.

A. Consent Agenda (Mayor Gil McDougal)

Mayor Gil McDougal presented the Consent Agenda for approval.

1. Amendment to Ordinances for Traffic Calming
2. FY2021 Budget Amendments #178 - #192
3. Approve a Resolution to Execute a Modification to the Promissory Note and Loan Agreement with Georgia Environmental Finance Authority (GEFA) for \$2,500,000 for the North Avenue Waterline Extension Project
4. New Library Advisory Board Member – Robert K. Hardeman
5. Biometric Screenings through Health 180
6. Adoption of a Revised Resolution approving the Issuance of Tax-Exempt Revenue Bonds by the DDA
7. Resolution to Approve Agreement for Roundabout Lighting Assistance at Intersection of Highway 78 and Conners Road
8. Planning and Zoning Board Appointment – Shirley A Hillsman

Councilman Danny Carter moved to adopt the Consent Agenda.

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

B. Governing Body (Mayor Gil McDougal)

1. Approval of Minutes
 - a. Meeting Minutes of July 13, 2021
 - b. Meeting Minutes of September 21, 2021

Councilman Michael Young moved to approve the July 13, 2021 and the September 21, 2021 Meeting Minutes.

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

C. Community Development (Bobby Elliott, Director)

1. Amendment to Section 9.03(2) – Multifamily and Single-Family Attached Design Standards and Public Hearing (Ronald Johnson, Planning & Zoning Specialist)
***Tabled to the November 9 Meeting**
2. RA-08-21 – Rezoning Parcels V05 0180062 and V05 0180085 on Mirror Lake Boulevard and Public Hearing (Ronald Johnson, Planning & Zoning Specialist)
***Tabled to the October 26 Meeting**
3. RA-09-21 – 384 Mirror Lake Boulevard Rezoning and Public Hearing (Ronald Johnson, Planning & Zoning Specialist)
***Tabled to the October 26 Meeting**
4. Parcel #V02 0010002 Special Exception Application and Public Hearing (Ronald Johnson, Planning & Zoning Specialist)
Public Hearing: No one came forward to speak.

Councilwoman Leslie McPherson moved to approve the Special Exception for a 2-unit townhome at 226 Maple Street as outlined by staff and as submitted therein.

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

5. Revision to Villa Rica Development Regulations Relative to Stream Buffers (Bobby Elliott, Director)
***Tabled to November 9 Meeting**

D. Utilities (Pete Zorbanos, Director)

1. Resolution of Support for Changes to State Highway System and Acceptance of Two Roadways (John Bain, Deputy Utilities Director)
***Tabled to the November 9 Meeting**

E. Finance (Jennifer Hallman, Finance Director)

1. Financial Update – August 2021
The August 2021 Financial Update was presented to the Council.

F. City Manager's Report (Tom Barber)

City Manager Tom Barber presented a report of upcoming city projects.

G. Executive Session (David Mecklin, City Attorney)

City Attorney David Mecklin stated the City Council will need to go into Executive Session to discuss the following two items:

1. Meeting to discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee as provided in Georgia Code section 50-14-3(b).
2. Meeting to discuss or vote to authorize negotiations to purchase, dispose of, or lease property as provided in Georgia Code section 50-14-3(b)(1)(B).

Councilman Danny Carter moved to go into Executive Session, seconded by Councilwoman Shirley Marchman. The vote was unanimous. The Council went into Executive Session.

Regular Session

Councilwoman Shirley Marchman moved to go back into Regular Session, seconded by Councilman Michael Young. The vote was unanimous. The Council went back into Regular Session.

City Attorney David Mecklin reported there was no action in Executive Session that requires a vote.

Adjournment

Councilman Michael Young moved to adjourn, seconded by Councilwoman Shirley Marchman. The vote was unanimous. Mayor Gil McDougal adjourned the meeting.

Gil McDougal, Mayor

Alisa Doyal, City Clerk

CITY COUNCIL
GIL MCDOUGAL, MAYOR
DANNY CARTER, MAYOR PRO TEM
SHIRLEY MARCHMAN
LESLIE MCPHERSON
MATTHEW MONTAHAN
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 COUNCIL MEETING MINUTES

Holt-Bishop Justice Center, 101 Main Street
October 26, 2021 | 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 Michael Young, Councilwoman Shirley Marchman, Councilman Matthew Momtahan, Councilwoman Leslie McPherson, and Councilman Danny Carter.

Adoption of Agenda (Mayor Gil McDougal)

Councilman Matthew Momtahan made the motion to adopt the agenda.

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

Public Comment – (We ask that you sign in for Public Comment before the meeting begins. Please state your Name and Address for the record and limit your comments to three minutes.) The following citizens came forward to make a public comment:

1. Georg Kustermann, 65 Grady Knight Industrial Court, Villa Rica, GA 30180
2. Barbara Jean Brown, 511 Punkintown Road, Villa Rica, GA 30180

A. Community Development (Bobby Elliott, Director)

1. RA-08-21 - Rezoning of Parcels V05 0180062 and V05 0180085 on Mirror Lake Boulevard and Public Hearing(Ron Johnson, Planning & Zoning Specialist)

The following people came up to speak at the Public Hearing:

1. Dr. Steve Woodall, 686 Punkintown Road, Villa Rica, Ga 30180
2. Georg Kustermann. 65 Grady Knight Industrial Court, Villa Rica, GA 30180
3. Barbara Jean Brown, 511 Punkintown Road, Villa Rica, GA 30180
4. John Maddox, 116 Old Burnt Hickory Road, Villa Rica, GA 30180

Councilman Michael Young moved to approve the rezoning request from Fuqua Acquisitions II, LLC of Atlanta, GA for a rezoning from I2 to MF2, C2 and SFA, as outlined by the submitted Site Plan dated September 7, 2021 by Haines Gipson & Associates with conditions as outlined by staff.

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

2. RA-09-21 – 384 Mirror Lake Boulevard Rezoning and Public Hearing(Ron Johnson, Planning & Zoning Specialist)

No one came forward to speak at the Public Hearing.

Councilman, Michael Young moved to approve the rezoning request from Fuqua Acquisitions II, LLC of Atlanta, GA for a rezoning from AG to C2 and SFA, as outlined by the submitted Site Plan dated September 7, 2021 by Haines Gipson & Associates with conditions as outlined by staff.

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

3. Appeal of Decision by the Planning Commission for PLAT-04-21 - Parcel #s 01720250035, 01720250003 &01730250010 (Ron Johnson, Planning and Zoning Specialist)

The following people came up to speak at the Public Hearing:

1. Curtis Canupp – 8934 Conners Road, Villa Rica, GA 30180
2. Brenda Canupp – 8934 Conners Road, Villa Rica, GA 30180

Councilman, Matthew Momtahan moved to approve the appeal submitted by LGI Homes – Georgia, LLC and overturn the Planning Commission’s denial of the Preliminary Plat dated October 13, 2020 as presented and as attached herein.

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

B. Finance (Jennifer Hallman, Finance Director)

1. Authorize Agreement between Villa Rica and the Georgia Department of Human Services, Division of Family and Children Services for the Low Income Household Water Assistance Program Agreement

Councilman Danny Carter moved to authorize the agreement between Villa Rica and the Georgia Department of Human Services, Division of Family and Children Services for the Low Income Household Water Assistance Program.

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

2. Approve Terms & Conditions of the Public Safety Officials and First Responders Supplement from the State

Councilman Michael Young moved to approve terms & conditions of the Public Safety Officials and First Responders Supplement.

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

C. Governing Body (Mayor Gil McDougal)

1. Employee Vaccination Incentive

Councilman Michael Young moved to adopt the resolution to approve an amendment to various funds of the budget for fiscal year 2022 for the City pursuant to Section 2-71 of the City Charter.

RESULT:	ADOPTED
MOVER:	Matthew Momtahan, Councilman
SECONDER:	Michael Young, Councilman
AYES:	Marchman, Momtahan, Young and Carter
NAYS:	McPherson

D. Executive Session (C. David Mecklin)

Councilman Danny Carter moved to enter into Executive Session for the purpose of meeting to discuss or deliberate upon the appointment, employment, compensation hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee as provided in Georgia Code section 50-14+3(b)(2) .

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

Councilwoman Leslie McPherson moved to return to Regular Session.

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

Council Danny Carter moved to create a separate department for Community Development Director and to place and approve Tracy Jarvis in that position.

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

Adjournment

The motion to adjourn was made by Councilwoman Michael Young, seconded by Councilman Danny Carter. The vote was unanimous. Mayor Gil McDougal adjourned the meeting.

Gil McDougal, Mayor

Alisa Doyal, City Clerk



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Revision to Villa Rica Development Regulations Relative to Stream Buffers

AGENDA DATE: September 21, 2021

DATE PREPARED: August 19, 2021

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

AMOUNT:

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: The purpose of this agenda item is to reduce the stream buffers back to the State Mandatory 25-feet inside the Carroll County portion of Villa Rica City Limits.

BACKGROUND: Back around 2008, the City increased its buffers to a total of 75-feet to encompass the mandatory State 25-feet, an additional City Regulated 25-feet plus an additional 25-foot impervious setback portion. As developable parcels are reduced in the City, it is very difficult to develop with a total of 150-foot buffer (75-feet both sides of stream) running through the parcel. We are recommending this total buffer be reduced back to the State minimum of 25-feet. This would be in the Carroll County portion of the City.

We would like to maintain the 75-foot buffer setup in the Dog River basin of Douglas County only.

This regulation is covered in Section 700 of the Development Regulations which is the Erosion and Sediment Control section of our Regulations. Particularly Section 704, "C", Number 18 as depicted in the ordinance document attached.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: N/A

MOTION: I move to approve the revision of Section 700 of the Development Regulations to reduce the stream buffer widths back to the State minimum 25-feet inside the Carroll County portion of the City limits and to leave the 75-foot regulation in place for the Dog River Basin portion inside Douglas County.

**AN ORDINANCE FOR THE REVISION
OF STREAM BUFFERS IN THE
CITY OF VILLA RICA, GEORGIA**

WHEREAS, the City Council for the City of Villa Rica is responsible for establishing the rules and regulations to promote the 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 Stream Buffers within the City;

NOW, THEREFORE, it is hereby ordained by the Mayor and Council as follows:

1. In the City of Villa Rica Development Regulations, Section 704, Minimum Requirements for Erosion and Sedimentation Control Using Best Management Practices, Section “C”, Number 18 is hereby revised and readopted and decodified as set forth below:

2. The City does hereby adopt Section 704 of the Development Regulations, Minimum Requirements for Erosion and Sedimentation Control Using Best Management Practices, Section “C” Number 18 as revised hereto with the revisions set forth below in its entirety effective immediately upon signature by the Mayor or Mayor Pro Tem.

Section 704, Minimum Requirements for Erosion and Sedimentation Control Using Best Management Practices, Section “C”, Number 18 to be re-written as follows:

18. In non-trout streams like those in Villa Rica, the State requires a minimum 25-foot vegetative buffer extending from the stream bank or the point of wrested vegetation. However, in the city limits of Villa Rica, only in the Dog River Basin in Douglas County, these State standards have been extended to require a minimum 50-foot buffer with a 75-foot setback for any impervious surface.

Dog River Drainage Basin as defined by the Rules and Regulations of Douglas County Water and Sewer Authority is all that tract or parcel of land lying and being in Douglas County, Georgia, and being more particularly described as follows:

BEGINNING at the point of intersection of the centerline of State Highway 78 with the Douglas/Carroll County line; proceeding thence in an easterly direction along the centerline of U.S. Highway 78 to its intersection with Bright Star Road; proceeding thence in a southerly direction along the centerline of Bright Star Road to its intersection with Central Church Road; proceeding thence in a southeasterly direction along the centerline of Central Church Road to its intersection with State Highway 5; proceeding thence in a southwesterly direction along the centerline of State Highway 5 to its intersection with Big A Road; proceeding thence in a southeasterly direction along the centerline of Big A Road to its intersection with State Highway 166; proceeding thence in an easterly direction along the centerline of State Highway 166 to its intersection with S. River Road; proceeding thence in

a southerly direction along the centerline of S. River Road to its intersection with the northern land lot line of Land Lot 7, 3rd District, 5th Section; proceeding thence in a westerly direction along the northern land lot line of Land Lot 7, 3rd District, 5th Section to its intersection with the easterly land lot line of Land Lot 14, 3rd District, 5th Section; proceeding thence in a southerly direction along the easterly land lot line of Land Lot 14, 3rd District, 5th Section and Land Lot 15, 3rd District, 5th Section to its intersection with the Chattahoochee River; proceeding thence along the centerline of the Chattahoochee River to its intersection with the easterly land lot line of Land Lot 30, 3rd District, 5th Section; proceeding thence in a northerly direction along the easterly land lot line of Land Lot 30, 3rd District, 5th Section and Land Lot 29, 3rd District, 5th Section to its intersection with Five Notch Road; proceeding thence in a northwesterly direction along the centerline of Five Notch Road to its intersection with State Highway 166; proceeding thence in a westerly direction along the centerline of State Highway 166 to its intersection with the Douglas/Carroll County line.

IT IS SO ORDAINED on this the_____day of September, 2021.

Gil McDougal, Mayor

Attest:

Alisa Doyal, City Clerk



CITY OF VILLA RICA

City Council Packet

SUBJECT: Amendment to Section 9.03(2) – Multifamily and Single-Family Attached Design Standards (Contained in the City of Villa Rica Zoning Code)

CITY COUNCIL AGENDA DATE: September 21, 2021

DATE: September 9th, 2021

PREPARED BY: Ronald Johnson, Planning & Zoning Specialist

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Section 9.03(2) of the Villa Rica Zoning Code is a part of the City's Zoning Ordinance. The purpose of this proposed amendment is to clarify the design standards within this subsection in order to clean up language as it relates to single-family attached developments.

BACKGROUND: The Villa Rica Zoning Ordinance has a single design standard section for both townhome and apartment developments. Certain regulations within the section either do not apply to townhome developments or would apply standards oftentimes seen for multi-family apartment developments, such as orientation and scaling requirements. This has caused multiple townhome developments to apply for relief through variance applications. With the request of the City Council, staff found it appropriate to clarify the section and add or remove language for specific to townhomes in order to provide regulations that would be more sensible for such developments.

STAFF RECOMMENDATION: Staff recommends approval of the proposed amendment.

PLANNING COMMISSION: DENIAL (2-2)

MOTION:

- (1) I move to approve the proposed amendment to Section 9.03(2)(c) of the City of Villa Rica Zoning Ordinance as attached hereto.
- (2) I move to approve the proposed amendment to Section 9.03(2)(d) of the City of Villa Rica Zoning Ordinance as attached hereto.
- (3) I move to approve the proposed amendment to Section 9.03(2)(e) of the City of Villa Rica Zoning Ordinance as attached hereto.

Sec. 9.03 – MULTIFAMILY AND SINGLE-FAMILY ATTACHED DESIGN STANDARDS

- 1) APPLICABILITY. All new multi-family developments (apartments, townhomes) of three (3) units or more are subject to the following standards.
- 2) LAYOUT AND SITE PLANNING.
 - a) Topography. Buildings shall be sited in relation to topography of the site, which minimizes cut and fill and limits maximum on-site slope to ten (10%) percent.
 - b) Attempts shall be made to preserve existing vegetation and natural features.
 - c) Building Orientation. Multi-family building(s) shall be oriented to the street or city road, a common open space, or clustered to form neighborhoods. Multifamily buildings shall not be oriented to parking lots. Accessory buildings, including residential garages, storage buildings, etc., shall be located behind the primary building. No primary or accessory building shall have service doors, garage doors, loading doors, or similar service entrances opening toward or oriented to the street or city road. **Townhouse developments shall be considered an exception from orientation requirements of garage doors, and townhomes with garages may be permitted to orient openings towards the street or city road.**
 - d) Buildings shall be located so that the window to window distance between buildings or facing exterior walls shall not be less than forty (40) feet, as measured by a line perpendicular to the plane of the surface of said window. This distance may be reduced to not less than thirty (30) feet for an exposure where a room is a bathroom or laundry/utility room, or is used as a community or group meeting room or for a similar purpose. **This distance may further be reduced to not less than twenty (20) feet should no window openings exist. The Community Development Director shall have discretion to determine which offset between buildings shall apply and may grant exception to this subsection shall topographic, orientation or other site condition make the distance required impractical.**
 - e) Individual buildings shall be located to avoid more than two (2) buildings with parallel orientations to a public street, unless offset by more than ~~twenty (20) feet~~ **five (5) feet**. **The orientation of the buildings should be varied in order to lessen the massing.** The maximum length of a multi-family building shall not exceed one-hundred ninety-two (192) feet. No more than eight (8) townhome units shall be attached in a single row.
 - f) Off-street parking, driveway, drive aisles, carport, garage or service facilities may encroach into the side or rear yard as specified in but shall be no closer than ten (10) feet to any lot line. In no event shall parking be located in required landscaping areas.
 - g) All sides of a building shall display a similar level of architectural features and materials.
- 3) OPEN SPACE. Open space shall be required in conformance with *Section 7.13 – Open Space Requirements* and the requirements of the Zoning Ordinance.
- 4) VEHICULAR AND PEDESTRIAN CIRCULATION. Create a hierarchy of internal drives.
 - a) Drives shall be a minimum of twenty (20) feet wide. The City may request wider drives if on-street parking is permitted.
 - b) Multi-family developments with one-hundred fifty (150) units or more shall have at least two (2) points of ingress/egress.

- c) The internal “street” system shall connect to surrounding neighborhood and local streets.
- d) All internal sidewalks shall be a minimum of five (5) feet wide.
- e) All internal sidewalks shall connect to adjacent residential areas, commercial areas, schools, parks, places of worship, and similar publicly accessible uses.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Resolution of Support for Changes to State Highway System and Acceptance of Two Roadways

AGENDA DATE: March 09, 2021

DATE PREPARED: February 25, 2021

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To approve a resolution authorizing the Mayor and City Clerk to execute two GDOT resolutions.

BACKGROUND: The Georgia Department of Transportation is planning to modify the State Highway System following the construction of the north bypass. The new roadway will be labeled Highway 61, and the temporary designation of roadway through our downtown as Highway 61 will be removed. In addition, GDOT is requiring us to accept title, maintenance, utility accommodation, and ownership of the property for both the roadway to be removed from the State Highway System and the roadway to be constructed as the north bypass.

STAFF RECOMMENDATION: Staff recommends that City Council authorize the Mayor and City Clerk to executed the two attached GDOT resolutions.

IMPACT: Highway 61 will no longer be routed through our downtown. At the same time, the City will assume maintenance not only for the roadway in front of our Municipal Courtroom out to Punkintown Road in front of the hospital, but will also be responsible for maintenance of the north bypass.

MOTION: I move to approve the resolution of support for the changes to the State Highway System, detailed in attached document 3131C, and further move to accept title, maintenance, utility accommodation, and ownership of both roadways upon completion of construction.

RESOLUTION
CITY OF VILLA RICA

WHEREAS, the Georgia Department of Transportation is considering the construction of a road with its western terminus at the intersection of Highway 101 and Rockmart Road and with its eastern terminus at the intersection with Highway 61 just north of Punkintown Road; and

WHEREAS, the Georgia Department of Transportation has requested the approval and support of the City of Villa Rica to subsequently make changes to the State Highway System as specified in the attached Order of the Commissioner 3131C; and

WHEREAS, the Georgia Department of Transportation has requested that the City accept title, maintenance, utility accommodation, and ownership of the property for both the roadway to be removed from the State Highway System and the public roadway to be constructed and added to the State Highway System; and

WHEREAS, the City of Villa Rica does desire to indicate to the Georgia Department of Transportation that it does support the system changes and agrees to accept responsibility for both sections of roadway.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City does desire to indicate its support for the changes to State Highway System and its willingness to accept title, maintenance, utility accommodation, and ownership of the properties; and

IT IS FURTHER RESOLVED that the Mayor and Clerk are authorized to execute both the attached resolution for intersection improvements and the attached resolution for removal or abandonment.

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

Gil McDougal, Mayor

ATTEST:

Alisa Doyal, City Clerk



State Highway System Revision

Order of the Commissioner

Document Reference Number: 3131C

Project Identification: 631490

County: Carroll

City: Villa Rica

Project Description: State Route 61 Relocation

System Revision Date: 11/2/2020

WHEREAS, the Commissioner of the Georgia Department of Transportation (hereinafter called the "Department"), under the authority vested in him by the State of Georgia, notifies the City of Villa Rica and the Carroll County Board of Commissioners (hereinafter called the "Local Government") that the State Highway will be revised as described herein; and

NOW THEREFORE, in the interest of the traveling public, the Commissioner of the Georgia Department of Transportation does hereby order and direct that the State Highway System be revised as detailed in the Description.

Revisions



1. Removing a State Route in Common

The Department intends to remove a State Route designation from an existing State Route roadway as detailed in the Description. This will result in an administrative data change and a change in route signage. It will not result in any physical construction to the roadway.



2. Re-designation of a State Route

The Department intends to change the designation of an existing State Route roadway as detailed in the Description. This will result in an administrative data change and a change in route signage.



3. State Route Addition

The Department intends to construct a new section or multiple sections of a State Route as detailed in the Description. Projected State Route designations will be assigned to proposed major realignments or new construction. The Projected State Route designation, usually beginning and ending at an intersection will remain in effect until construction is completed and the roadway is 'open to traffic'. 'Open to traffic' is defined as unimpeded traffic flow in all lanes; all construction barriers and barrels have been removed from the entire roadway project.

☐

4. State Route Obliteration

The Department intends to permanently obliterate a section or multiple sections of a State Route as detailed in the Description. The physical pavement or other surface material will be removed from the roadway and the roadway will not be open to the traveling public.

☒

5. Adding a State Route in Common

The Department intends to add a State Route designation to an existing State Route roadway as detailed in the Description. This will result in an administrative data change and a change in route signage. It will not result in any physical construction to the roadway.

☐

6. Intersection Improvements

- a. The Department intends to make improvements or has already made improvements to short sections of roadways (approximately 1/4 of a mile or less) at intersections that are necessary for seamless traffic transitions.
- b. With the completion of the project, the Local Government will accept for title, maintenance, utility accommodation, and ownership of the property of public roadways that were constructed, re-aligned, or widened as a part of this State Highway Project. The Local Government does hereby resolve that with the completion of the project the Local Government shall formally accept these roads into its official system of roads.
- c. **This condition requires a Local Government signature and an Authorizing Resolution: Intersection Improvements.**

☐

7. State Route Removal or Abandonment

- a. The Department intends to permanently remove a section or multiple sections of a State Route from the State Highway System as detailed in the Description.
- b. The Local Government will accept title, maintenance, utility accommodation, and ownership of the property for the roadway removed from the State Highway System. The Local Government does hereby resolve to formally accept the roadway(s) into its official system of roads.
- c. **This condition requires a Local Government signature and an Authorizing Resolution: State Route Removal or Abandonment.**

☐

8. Local Roadway(s) Transfer to the State Highway System (SHS)

- a. The Department intends to permanently accept a local roadway(s) as detailed in the Description as part of the State Highway System.
- b. The Department will accept title, maintenance, utility accommodation, and ownership of the property for the roadway(s) added to the State Highway System.

☒

9. Temporary State Route Removal

- a. The Department intends to permanently remove the Temporary State Route designation(s) as detailed in the Description. This will result in an administrative data change only and will not result in any physical changes to the roadway.
- b. Title, maintenance, utility accommodation, and ownership of the property for the roadway(s) will remain with the Local Government.

Description

County: Carroll

City: Villa Rica

Project Description: State Route 61 Relocation

Revision Type:	State Route Addition
Route Type:	State Route
Route Number:	61
U.S. Route:	N/A
Beginning Intersection or Junction:	Industrial Boulevard (State Route 101) and Rockmart Road (Villa Rica City Street 841)
Ending Intersection or Junction:	State Route 61 and Punkintown Road (Villa Rica City Street 802)
Total State Highway System Mileage Change:	Addition of approximately 1.92 miles
Comments:	Revision #1-To be designated as State Route 1213 until opened for State Route service

Revision Type:	Temporary State Route Removal
Route Type:	State Route
Route Number:	1213TA
U.S. Route:	N/A
Beginning Intersection or Junction:	the intersection of State Route 61 and Punkintown Road (Villa Rica City Street 802)
Ending Intersection or Junction:	State Route 8 Connector
Total State Highway System Mileage Change:	Removal of approximately 1.52 miles
Comments:	Revision #A-Removal of Temporary State Route Designation 1213TA (Project P.I. 662540 will no longer be actively pursued in this order)

Revision Type:	State Route Removal or Abandonment
Route Type:	State Route
Route Number:	61
U.S. Route:	N/A
Beginning Intersection or Junction:	South Carroll Road (Villa Rica City Street 841) and State Route 8/US Route 78
Ending Intersection or Junction:	State Route 61, the proposed Villa Rica Bypass, and Punkintown Road (Villa Rica City Street 802)
Total State Highway System Mileage Change:	Removal of approximately 1.56 miles
Comments:	Revision #3-To become effective when SR-1213 is opened for State Route service

Revision Type:	Removing a State Route in Common
Route Type:	State Route
Route Number:	61
U.S. Route:	N/A
Beginning Intersection or Junction:	State Route 8/ US Route 78 and State Routes 61/101
Ending Intersection or Junction:	South Carroll Road (Villa Rica City Street 841) and State Route 8/ US 78
Total State Highway System Mileage Change:	No mileage change
Comments:	Revision #4

Revision Type:	Adding a State Route in Common
Route Type:	State Route
Route Number:	61
U.S. Route:	N/A
Beginning Intersection or Junction:	State Route 8/ US Route 78 (West Bankhead Highway) and State Route 101
Ending Intersection or Junction:	Rockmart Road and proposed Villa Rica Bypass
Total State Highway System Mileage Change:	No mileage change
Comments:	Revision #5



Signatures

GEORGIA DEPARTMENT OF TRANSPORTATION:

Commissioner: _____

Date: _____

Treasurer: _____

Date: _____

LOCAL GOVERNMENT:

By: _____
Mayor, City of Villa Rica

Date: _____

Attest: _____
Clerk, City of Villa Rica

Date: _____

LOCAL GOVERNMENT:

By: _____
Chairman, Carroll County Board of Commissioners

Date: _____

Attest: _____
Clerk, Carroll County

Date: _____

Document Reference Number: 3131C



State Highway System Revision

Authorizing Resolution for Removal or Abandonment

Document Reference Number: 3131C
Project Identification: 631490
County: Carroll
City: Villa Rica
Project Description: State Route 61 Relocation
System Revision Date: 11/2/20

WHEREAS, the City of Villa Rica and Carroll County (hereinafter called the "Local Government") is being notified that the Georgia Department of Transportation (hereinafter called the "Department") intends to permanently remove a section or multiple sections of a State Route from the State Highway System as stated in the Project Description above; and

WHEREAS, the Local Government agrees that it is in the interest of all parties for the Local Government to accept title, maintenance, utility accommodation, and ownership of the property for the roadway removed from the State Highway System; and

NOW THEREFORE, BE IT RESOLVED by the Local Government that the City of Villa Rica is hereby authorized to formally accept the roadway(s) into its official system on behalf of the Local Government, and that a copy of this Resolution will be furnished to the Department.

Local Governments:

By: _____
Mayor, City of Villa Rica

Date: _____

Attest: _____
Clerk, City of Villa Rica

Date: _____

By: _____
Chairman, Carroll County Board of Commissioners

Date: _____

Attest: _____
Clerk, Carroll County

Date: _____



State Highway System Revision

Authorizing Resolution for Intersection Improvements

Document Reference Number: 3131C
Project Identification: 631490
County: Carroll
City: Villa Rica
Project Description: State Route 61 Relocation
System Revision Date: 11/2/20

WHEREAS, the City of Villa Rica and Carroll County (hereinafter called the "Local Government") is being notified that the Georgia Department of Transportation (hereinafter called the "Department") intends to make improvements or has already made improvements to short sections of roadways at intersections that are necessary for seamless traffic transitions; and

WHEREAS, with the completion of the project, the Local Government will accept for title, maintenance, utility accommodation, and ownership of the property of public roadways that were constructed, re-aligned, or widened as a part of this State Highway Project; and

NOW THEREFORE, BE IT RESOLVED by the Local Government that the City of Villa Rica is hereby authorized to formally accept the roadway(s) into its official system on behalf of the Local Government, and that a copy of this Resolution will be furnished to the Department.

Local Governments:

By: _____
Mayor, City of Villa Rica

Date: _____

Attest: _____
Clerk, City of Villa Rica

Date: _____

By: _____
Chairman, Carroll County Board of Commissioners

Date: _____

Attest: _____
Clerk, Carroll County

Date: _____

**NOTICE OF INTENT
OF
THE GEORGIA DEPARTMENT OF TRANSPORTATION**

TO THE MAYOR OF THE CITY OF VILLA RICA

WHEREAS, in order to support the movement of interregional and truck traffic around the Villa Rica downtown business district, the Georgia Department of Transportation (hereinafter called the Department), is planning to construct the Villa Rica Bypass; and

WHEREAS, to accommodate preconstruction activities for these projects, it will be necessary to add a section of the projected alignment, as shown on the attached sketch map, to the State Highway System as State Route 1213 until the Bypass is opened to traffic; and

WHEREAS, project P.I. 662540 will no longer be actively pursued in this order, it will be necessary to remove the Temporary State Route designation of SR-1213TA from the local road(s), as shown in the attached sketch map; and

WHEREAS, in accordance with the terms stipulated in the attached Local State Route Acceptance Resolution, the City of Villa Rica will accept for ownership, maintenance, utility accommodation, and as part of their respective road system, the old section of State Route 61 that will remain open as a public road, as described herein, when removed from the State Highway System; and

WHEREAS, the advancement of these projects to construction is contingent upon the execution of the attached Local State Route Acceptance Resolution by the local officials and the proceeding Order of the Commissioner.

NOW THEREFORE, in the public interest, the Commissioner of the Georgia Department of Transportation, under the authority vested in his pursuant to the laws of the State of Georgia, does hereby serve notice of his intention to approve an Order thirty days from receipt by you of this notice and by which Order that the State Highway System be revised as described in the following paragraphs.

- (1) Add to the State Highway System the projected Villa Rica Bypass as State Route 61, to be designated as State Route 1213 until opened for State Route service, beginning at its intersection with the existing alignments of Industrial Boulevard (State Route 101) and Rockmart Road (Villa Rica City Street 814) thus proceeding in a easterly direction to its intersection with State Route 61 and Punkintown Road (Villa Rica City Street 802).

Addition of approximately 1.92 miles (3.09 km) projected.

Continued...

PAGE TWO OF THREE

- (2) Remove from the State Highway a section of State Route 61, when State Route 1213 is opened for State Route service, beginning at its intersection with South Carroll Road (Villa Rica City Street 841) and State Route 8/US 78 and extending in a northwesterly and northeasterly direction to the intersection with State Route 61, projected State Route 1213 and Punkintown Road (Villa Rica City Street 802).

Removal and reversion as to the City approximately 1.56 miles (2.51 km) existing.

- (3) Remove State Route 61 in common with State Route 8/US 78, when State Route 1213 is opened for State Route service, beginning at its intersection with State Routes 8/US 78, 61 and 101 and extending in a easterly direction to the intersection first described in paragraph (3).

No mileage change.

- (4) Add State Route 61 common with State Route 101, when State Route 1213 is opened for State Route service, beginning at the intersection first described in paragraph (4) and extending in a northerly direction to the intersection first described in paragraph (1).

No mileage change.

The foregoing descriptions are in conformity with sketch map 3131C and plans for Projects STP-18-1(67) and GWW-5053(2) appearing in the files of the Department of which a copy of the sketch map is attached for reference.

PAGE THREE OF THREE

This _____ day of _____, 2020.

Russell McMurry, P.E., Commissioner
GEORGIA DEPARTMENT OF TRANSPORTATION

Attest: _____
Angela M. Whitworth, Treasurer
GEORGIA DEPARTMENT OF TRANSPORTATION

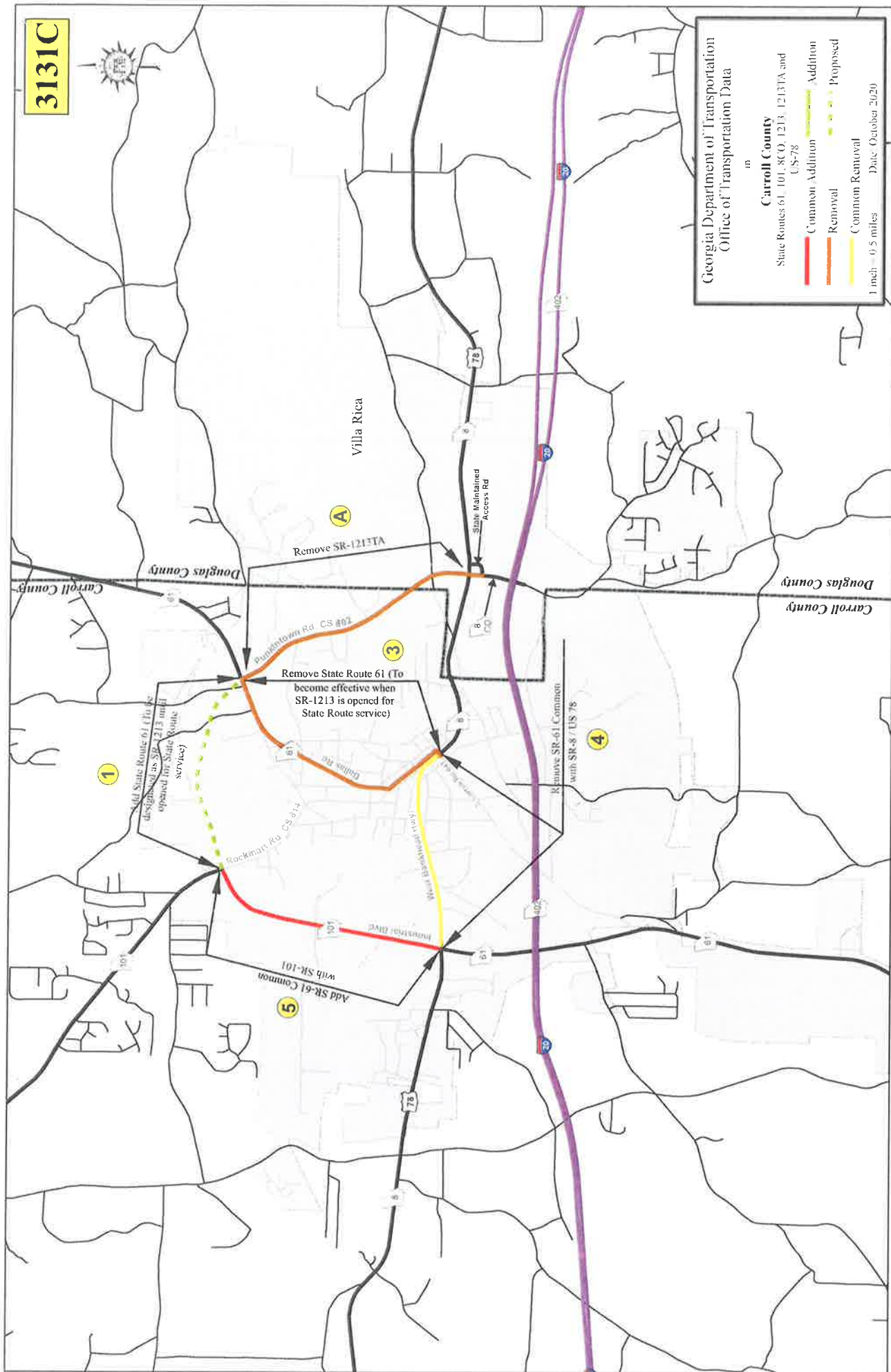
The above and foregoing Notice of Intent has been received and service of said notice acknowledged.

This _____ day of _____, 2020.

Mayor, City of Villa Rica

Attest: _____
Clerk, City of Villa Rica

3131C





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2022 Budget Amendments # 3-13

AGENDA DATE: 11-09-2021

DATE PREPARED: 10-27-2021

PREPARED BY: Jennifer Hallman, Finance Director

AMOUNT: See Exhibit A

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PURPOSE: To adopt a resolution amending the 2022 budget

MOTION: I move to adopt the resolution amending the 2022 fiscal year budget pursuant to Section 2-71 of the City Charter.

Police Donation		Funds will be used for police supplies totaling \$1,000.	
Source of Funds: Donation			

Item	Account Name	Account Type		Amount
3 100-371150	Police Contributions/Donations	Revenue	Increase	1,000
4 100-3210-531710	Police Supplies	Expense	Increase	1,000

Police - CID Replacement Vehicle & Equipment		To replace a 2008 Ford Taurus used by Criminal Investigations Division.	
Source of Funds: Insurance Proceeds			

Item	Account Name	Account Type		Amount
5 100-381000	Use of Fund Balance	Revenue	Increase	23,053
6 100-9000-611021	Transfer to GF Capital Projects	Expense	Increase	23,053
7 350-391100	Capital Project Transfers	Revenue	Increase	23,053
8 350-3210-542200	Vehicles - Police	Expense	Increase	23,053

Public Safety Officials & First Responders Supplement Grant		Governor Kemp approved additional ARPA funds for \$1,000 pay supplements to Law Enforcement Officers (FT & Certified). The State will reimburse the City \$48,443.	
Source of Funds: American Rescue Plan Act Funding			

Item	Account Name	Account Type		Amount
9 100-3210-511100	Salaries	Expense	Increase	45,000
10 100-3210-512200	FICA	Expense	Increase	3,443
11 100-391230	Transfer In From ARPA	Revenue	Increase	48,443
12 230-9000-611110	Transfer Out to General Fund	Expense	Increase	48,443
13 230-332100	ARPA Funds	Revenue	Increase	48,443

STATE OF GEORGIA
CITY OF VILLA RICA

AN RESOLUTION TO APPROVE AN AMENDMENT TO THE BUDGET
FOR THE FISCAL YEAR 2022 FOR THE CITY
PURSUANT TO SECTION 2-71 OF THE CITY CHARTER

WHEREAS, the Mayor and City Council adopted the 2022 Budget on September 21, 2021, which incorporated all of the various funds of the City; and

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

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

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

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

Section 1. That the City of Villa Rica, Georgia, hereby amends the Budget for Fiscal Year 2022, said budget amendment being described as Amendment No. 3-13, attached hereto and incorporated as Exhibit A.

Section 2. That any increase or decrease in appropriations or revenue of any fund or for any department; the establishment of new capital projects; or the establishment of new grant projects other than those expectations provided for herein, shall require approval of the City Council.

Section 3. That the City Manager and his/her designee may promulgate all necessary internal rules, regulations and policies to ensure that this Budget Amendment Resolution is followed.

Section 4. This Resolution shall be effective immediately upon its adoption.

1. It is hereby declared to be the intention of the Mayor and City Council that all sections, paragraphs, sentences, clauses and phrases of this Resolution are and were, upon their enactment, believed by the Mayor and City Council to be fully valid, enforceable and constitutional.

2. It is hereby declared to be the intention of the Mayor and City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of same. It is hereby further declared to be the intention of the Mayor

and City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of same.

3. In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and City Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the same and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Resolution shall remain valid, constitutional, enforceable, and of full force and effect.

4. All ordinances or resolutions and parts of ordinances or resolutions in conflict herewith are expressly repealed.

5. The within resolution shall become effective upon its adoption.

SO RESOLVED AND EFFECTIVE this the _____ day of _____, 2021.

Approved:

Gil McDougal, Mayor

Attest:

Alisa Doyal, City Clerk