

CITY COUNCIL
JEFF REESE, MAYOR
LESLIE MCPHERSON, MAYOR
PRO-TEM
VERLAND BEST
DANNY CARTER
SHIRLEY MARCHMAN
GIL MCDUGAL

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 MONTHLY MEETING AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
January 9, 2018 | 6:00 PM

Meeting Call to Order (Mayor Jeff Reese)

Invocation (Councilman Verland Best)

Pledge of Allegiance (Mayor Jeff Reese)

Ceremonial Presentations (Mayor & Council)

- Recognition of Officer Drew Fowler - Chief Mansour & Captain Parker
- Council Oath of Office:
 - Leslie McPherson, Ward 3
 - Gil McDougal, Ward 4
 - Danny Carter, Ward 5

Comprehensive Planning Process Presentation - Ron Huffman, Wood Environment & Infrastructure Solutions

1. Villa Rica Comp Plan Kickoff

State of the City - Mayor Jeff Reese

Adoption of the Agenda (Mayor Jeff Reese)

Council Updates (Subjects of General Interest and Concern)

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)

Consent Agenda

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

1. ESE Networks, LLC Agreement
2. Emergency Purchase of Barracuda Backup Solution - Jim Chambers, IT Manager
3. Application for Lighting on Both I-20 Interchange Bridges
4. Applicant Tracking Provider Change
5. Resolution Requesting Authorization of Redevelopment Powers

6. Emergency Repairs to Edge Road Lift Station - Charlie Davis, Deputy Public Works Director & Dean Zeigler, Wastewater Plant Manager

7. Downtown Development Authority Board Appointment

A. Governing Body (Mayor Jeff Reese)

1. Mayor Pro Tem for 2018 Calendar Year
2. Mayoral Standing Committees for 2018 Calendar Year
3. Approval of Meeting Minutes:
 - a. Monthly Meeting of November 2, 2017.
 - b. Special Called Meeting of November 9, 2017.
 - c. Monthly Meeting of December 5, 2017.
4. Override Veto of Pay Parity Increase
5. Proposed Charter Change - David Mecklin, City Attorney
6. Comprehensive Plan Steering Committee
7. Inmate Work Detail Agreements
8. Planning & Zoning Commission Appointments:
 1. John Mount, Appointed by Leslie McPherson, Ward 3
 2. John Hannabach, Appointed by Gil McDougal, Ward 4
 3. Christina Tidaback, Appointed by Danny Carter, Ward 5

B. Finance (Sarah Hefty, CFO)

1. November 2017 Financial Update
2. Insurance Comparison

C. Human Resources (Stephanie Rooks, Manager)

1. Wellness Program Recommendation

D. Community Development (Janet Hyde, Manager)

1. Alcoholic Beverage Ordinance Revision

E. Economic Development/Main Street (Christopher Pike, Director)

1. 2018 MILL Amphitheater Entertainment/Band Contracts

F. Public Works (Pete Zorbanos, Director)

1. Roadway List for 2018 LMIG Improvements

City Manager's Report (Tom Barber)

Adjournment



City of Villa Rica

Comprehensive Plan Update
Public Kick-off Meeting
January 9, 2017

Agenda

- Welcome
- Introductions
- Planning 101: The Comprehensive Plan
- Planning Process
- How to Participate



Planning 101

• • •

The Comprehensive Plan



What is a Comprehensive Plan?

A policy document that:

- **Guides** decisions related to the future development of Villa Rica
- Establishes a **community vision** for growth over the next 20 years
- **Coordinates** local planning efforts
- Fulfills State of Georgia **requirements**



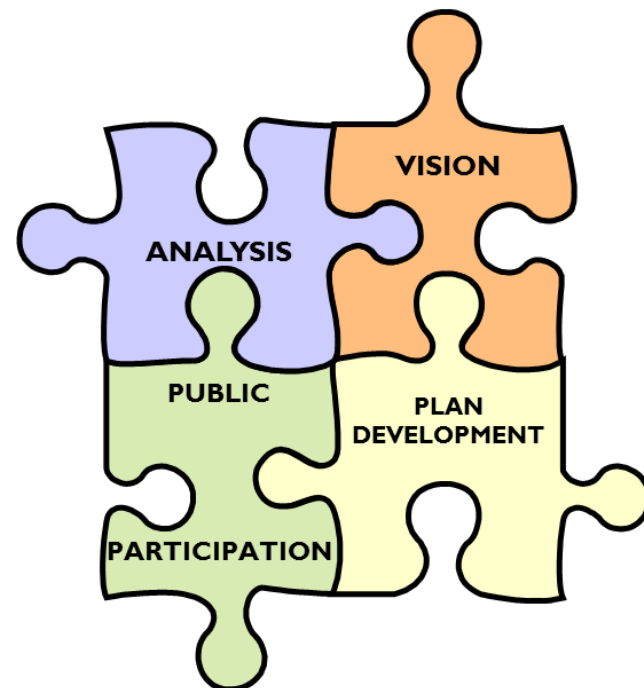
What is a Comprehensive Plan?

- **Main Components**

- Needs & Opportunities
- Supporting Goals & Strategies
- Future Development Guide
- 5-Year Action Plan for Implementation

- **Public Input**

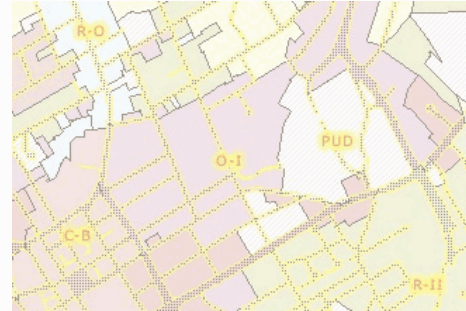
- Help prioritize needs & opportunities
- Help establish community vision for growth
- Help identify desired development patterns



What is a Comprehensive Plan?

- A comprehensive plan **is not**:

- A regulation
- An ordinance
- Zoning



- A comprehensive plan, upon adoption, **does not**:

- Create new regulations
- Change existing zoning
- Alter the development rights allowed by each property's existing zoning



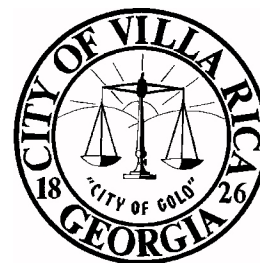
How Often is the Plan Updated?

- 5-year updates required by the State of Georgia
- Previous planning efforts:
 - Villa Rica Comprehensive Plan (2005)
- **This update: due to Georgia DCA in October, 2018**
- Other plans to consider during this update:
 - Villa Rica Downtown/Main Street Vision/Strategy
 - Carroll and Douglas County Comprehensive Plans
 - Carroll County Long Range Transportation Plan
 - Douglas County Long Range Transportation Plan
 - Atlanta Region plans (transportation and development)



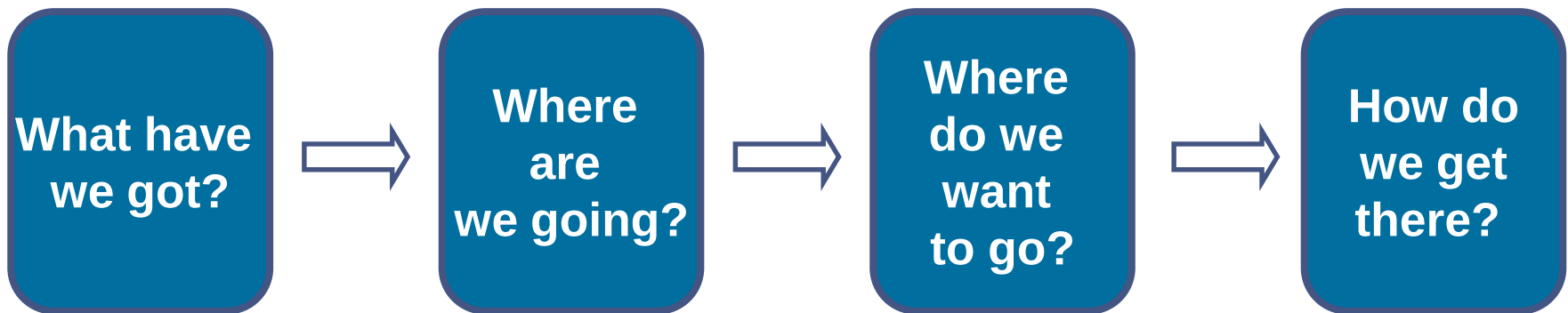
Planning Process

The Comprehensive Plan

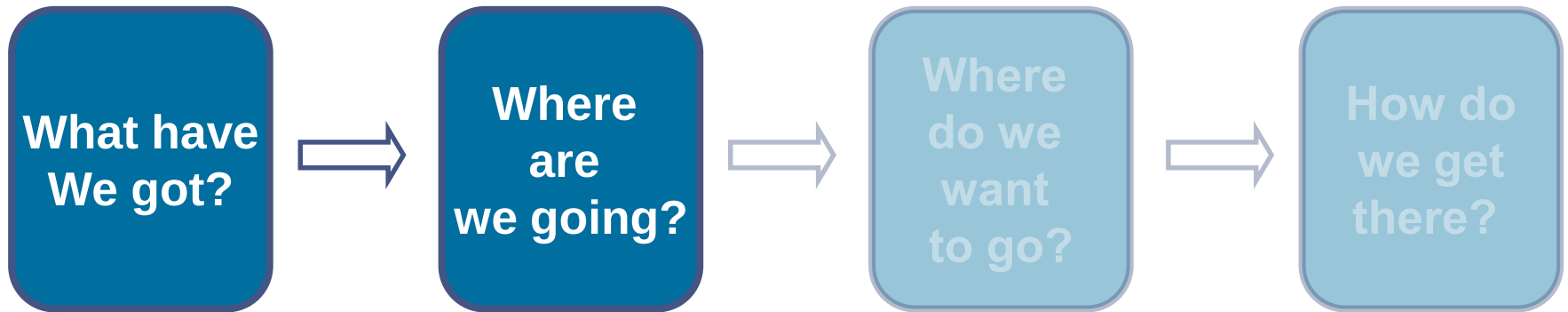


What is the Planning Process?

- Steps in the Planning Process:

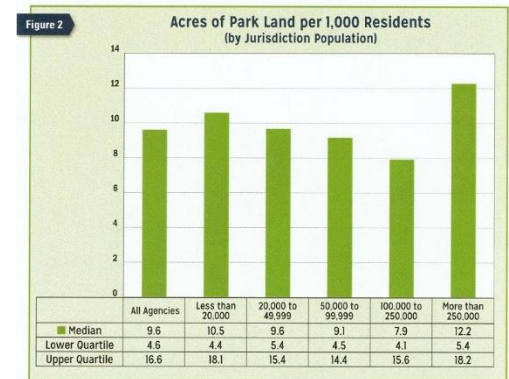


What is the Planning Process?

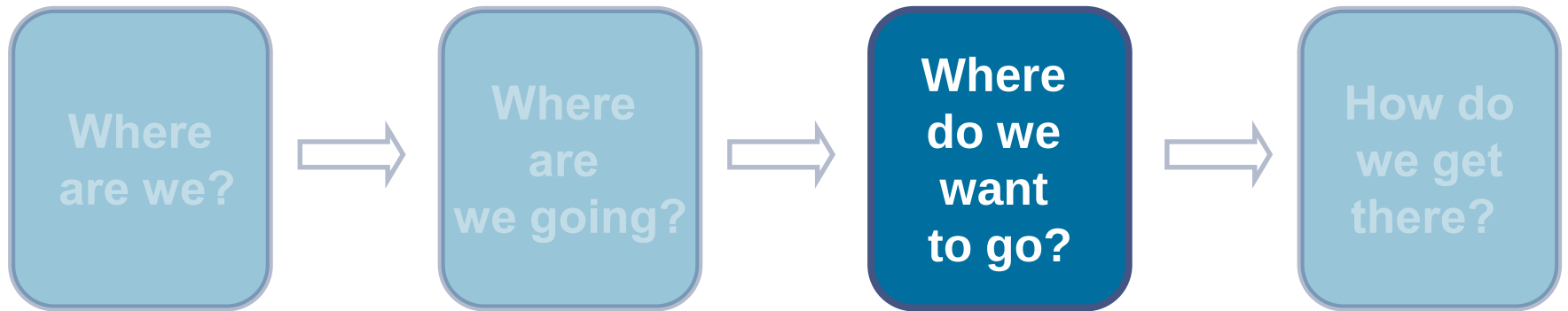


- Community Assessment

- Review local data, plans & development patterns
- Address land use, housing, economic development, natural & cultural resources
- Highlight areas requiring special attention



What is the Planning Process?



- **Public Participation**
 - Kick-off Meeting
 - Visioning Workshops
 - Land Use Charrette
 - Open House



Finally, at the end...

Where
are we?



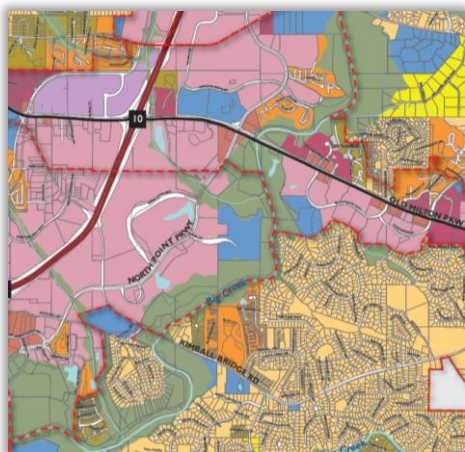
Where
are
we going?



Where
do we
want
to go?



How do
we get
there?



ACTIVITY CENTER

buildings and
y and a
ivities, shopping,
intent to
ation that creates
center.

UNIQUE ISSUES AND OPPORTUNITIES

- Must find/maintain balance between preservation of historic qualities and need for new investment and activity
- Traffic congestion
- Enhancement needed facilitate for walking, biking and transit
- Civic spaces and enhanced connections to Wills Park needed
- Residential development to support retail, restaurant, and entertainment
- Develop special design standards to accommodate unique signage, murals, street furniture and outdoor art

APPLICATION

- Downtown Activity Center is centrally located within Alpharetta with Main Street/GA-9 passing north to south through the center of the character area, as shown in the Future Development Map. It is primarily zoned for a mix of residential, office, commercial and mixed use and is envisioned to evolve as a compact, walkable mixed-use town center with a mix of office, commercial, residential and civic uses.



- Final Plan

- 20-Year Vision
- Goals & Strategies
- Future Development Guide
- Implementation Program



How to Participate

The Comprehensive Plan



How Can You Participate?

- **Provide contact info** tonight using Sign-In Sheet
- Take the **community survey** tonight or online
- Check City of Villa Rica **website**
- Tell your **friends!**

Also...

- Attend upcoming **public workshops**
- Visit us at upcoming **events**
- Stakeholder **Discussions and Steering Committee**





CITY OF VILLA RICA

City Council Packet

SUBJECT: Agreement with ESE Networks

CITY COUNCIL DATE: January 09, 2018

DATE: December 29, 2017

PREPARED BY: Tom Barber, City Manager

FISCAL IMPACT: \$4,800.00 for calendar year 2018

FUNDING SOURCE: General Fund, Mayor and City Council

PURPOSE: To renew the annual contract with ESE Networks

BACKGROUND: During 2017 the City used ESE Networks to provide a live-streaming service for City Council work sessions and regular meetings for \$500.00 per month.

STAFF RECOMMENDATION: Staff recommends that we renew the agreement with ESE Networks for \$400.00 per month.

MOTION: I move that we authorize the City Manager to execute an agreement with ESE Networks for the 2018 calendar at a cost not to exceed \$400.00 per month.

AGREEMENT

THIS AGREEMENT is entered into as the 1st day of January, 2018, by and between ESE Networks, LLC (hereinafter "ESE"), Georgia limited liability company, whose address is 1523 Old Valdosta Rd., Ray City, GA 31645, and The City of Villa Rica, with its principal office at 571 West Bankhead Highway Villa Rica, GA 30180.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties hereto agree as follows:

1. SCOPE OF PROFESSIONAL SERVICES

- a. ESE will provide a fully supported platform/website with an embedded protected internet network channel (video player) to The City of Villa Rica, including but not limited to, 24/7 tech support, unlimited virtual training, storage cost (bandwidth cost), and when deemed necessary by both parties, on-site trainings/tech support.

2. TERM OF PERFORMANCE AND TERMINATION

- a. The term of this agreement shall commence on the 1st of January, 2018, and shall continue until December 31, 2018.
- b. This agreement shall be automatically renewed as of the 1st of January each following year unless written notification to cease agreement is received 30 days in advance.
 - i. This agreement may be terminated by either of the parties; however, the party seeking to terminate must give written notice of its intention to do so to the other party at least thirty (30) Days prior to the effective date of termination.

3. FEE AND PAYMENT SCHEDULE

- a. ESE shall submit an invoice on a monthly basis. The invoices shall be sent to The City of Villa Rica at:

City of Villa Rica
Attn: Tom Barber
571 W. Bankhead Hwy
Villa Rica, GA 30180
- b. City of Villa Rica agrees to pay the sum of \$400.00 per month for the contract period of January 1, 2018 to December 31, 2018 for ESE services. Payment for subsequent years, if the contract is extended, will be in accordance with agreed upon renewal.
 - i. The City of Villa Rica shall pay ESE Payment for services monthly in the amount of \$400 per month.

c. Payments will be made to ESE Holdings, LLC at:

ESE Holdings

Attn: Todd Woodruff

1523 Old Valdosta Rd. Ray City,

GA 31645 229.686.7621

todd@esenetworks.com

4. GOVERNING LAW

- a. This agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia.

5. TERMINATION

- a. This agreement may be terminated by either of the parties; however, the party seeking to terminate must give written notice of its intention to do so to the other party at least thirty (30) Days prior to the effective date of termination.

6. ENTIRE AGREEMENT

- a. This agreement sets forth the entire understanding between the parties relating to the limited subject matter contained herein and supersedes all prior oral and written understandings, arrangements and agreements between the parties thereto.
- b. This agreement may not be modified or altered except in writing by an instrument duly executed by authorized officers of both parties.

7. NOTICES

- a. Except as provided in Section 1, any notice required to be giving by one to the other shall be in writing, deposited in the United States Mail, hand delivered, or emailed to proper address. Written notices shall be deemed to have been given when received by the party to whom it is mailed or delivered.

INWITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers the day and year set forth below.

SIGNATURES

The City of Villa Rica

By:_____

Name:_____

Title:_____

Phone:_____

Email:_____

ESE Holdings, LLC

By:_____

Name:_____Wayne Pearson_____

Title:_____President_____



CITY OF VILLA RICA

City Council Packet

SUBJECT Emergency Purchase Barracuda Backup Solution

CITY COUNCIL AGENDA DATE:

DATE: 12/21/2017

PREPARED BY: Jim Chambers

FISCAL IMPACT:

ANNUAL –

CAPITAL – \$37,563.56

OTHER –

FUNDING SOURCE: Carroll Co. SPLOST 2008

PURPOSE: Utilize Barracuda backup solution to back up our server infrastructure

BACKGROUND: Currently we have no backup solution in place for our server environment to include our emails and file system. I have tried manual backups for the exchange server only to lock the server up and fail. This solution is desperately needed above anything to protect ourselves.

STAFF RECOMMENDATION: I have requested a Barracuda 690 Backup Recovery Solution. To implement a software based backup solution the software starts at 5k and goes up depending which solution and options you go with. Then you still have to purchase a server (starts at 8k) as well as adequate storage (starts at 10k) to go along with it. This solution covers all of the above with licensing and support for 5 years as well as unlimited cloud storage to replicate our backups for a true disaster recovery solution.

I recommend the 5-year solution which includes the following:

Barracuda 690 Network Storage Server with 5 year energize updates, instant replacement, unlimited cloud storage.

Cost: \$37,563.56 - TIG, \$39,722.30 - CDW-G, \$39,361.05 – SCW, \$40,410.94 – PCM-G, \$48,296.00 – Barracuda Networks

IMPACT: With this solution we take a huge step in safeguarding our data. We can roll back and find deleted files 1 hour to 2 years ago going forward. Barracuda has a proven track record of excellent service and support. This solution will require minimal day to day management so I can focus on day to day tasks as well as working towards other enhancements for our IT infrastructure.

MOTION: I make a motion to ratify the emergency purchase of the Barracuda 690 Appliance with 5 year licensing and cloud storage not to exceed \$37,563.56.

Barracuda Backup

Quote Information:

Quote #: 010250

Version: 1

Quote Date: 12/22/2017

Expiration Date: 01/12/2018

Prepared by:

TIG Atlanta

Kimberly Henderson
(770) 300-0256 ext 2138
Fax (770) 300-0441
kimberly.henderson@tig.com

TIG Atlanta

1750 Corporate Drive Suite 730
Norcross, GA 30093

Bill To

CITY OF VILLA RICA

571 W BANKHEAD
VILLA RICA, GA 30180

Ship To

CITY OF VILLA RICA

571 W BANKHEAD
VILLA RICA, GA 30180

Payment Terms: CREDIT CARD

Backup - 5 Year		Price	Qty	Ext. Price
BBS690a	Barracuda 690 Network Storage Server	\$8,165.89	1	\$8,165.89
BBS690A-E5	Barracuda Energize Updates - 5 Year - Service	\$5,879.22	1	\$5,879.22
BBS690A-H5	Barracuda Instant Replacement - 5 Year - Service	\$7,185.89	1	\$7,185.89
BBS690a-b5	Barracuda Backup Server 690 5 Year Unlimited Cloud Storage	\$16,332.56	1	\$16,332.56
		Subtotal		\$37,563.56

Please [Click Here](#) to complete a short 2 minute survey.

Terms & Conditions

This Technology Integration Group ("TIG") offer to sell products and provide services is solely at the prices set forth in this Quote and solely in accordance with the terms and conditions (the "Terms") attached to this Quote. If Buyer has ordered products or services from TIG and such order is deemed to be an offer by Buyer, TIG's acceptance of such offer is expressly conditional on Buyer's assent to the Terms, to the exclusion of all other terms and conditions. Any additional, different, or conflicting terms or conditions proposed by Buyer in any offer, acceptance, or confirmation, including those set forth on any Buyer purchase order, specifications, or other documents issued by Buyer are considered by TIG to be requests for material alterations of the Terms, are hereby rejected, and will not be binding in any way on TIG. Buyer is hereby notified of TIG's objection to all such additional, different, or conflicting terms and conditions. No waiver or amendment of any of the Terms will be binding on TIG unless made in a writing expressly stating that it is such a waiver or amendment and signed by an authorized agent of TIG. Buyer will have accepted (and will be deemed to have accepted) these Terms if Buyer does any of the following: (a) accepts the Terms in writing; (b) pays (in part or whole) for the products or services; or (c) receives delivery of any products or services and fails to return the



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products or refuse the services within five days following receipt.

In the event of non-payment, Buyer agrees to pay all collection costs including attorney fees. A finance charge of 1.5% per month may be charged on delinquent invoices. All returns are subject to the following: must include original invoice & Return Material Authorization (RMA) number, 15% restocking fee, must be in original box in resalable condition. After 30 days, repair or exchange only. Quotes are valid for thirty (30) days. All orders are subject to credit approval and adjustments to ordered products and prices that may be due to product availability, typographical error, electronic processing errors or price changes, including rebate or promotion expiration which may occur without notice. TIG and Buyer must confirm acceptance of any adjustments prior to shipment. Prices do not include applicable taxes and/or shipping charges which may be added at the time of shipment. Taxes, shipping and handling charges are subject to change based on the terms and conditions of the final sale. Defective product may be returned within thirty (30) days of the shipping date for repair or replacement as determined by manufacturer warranty. TIG does not offer or accept terms requiring most favored customer pricing.

TIG resells products from numerous manufacturers. It is common industry practice for manufacturers to offer incentives and rebates for product sales. This quote may contain product or services subject to such incentives. No representation or warranty to the contrary is made. Technology Integration Group passes through to buyer the terms and conditions of the original equipment manufacturers product and software licenses and warranties. Any exception must be negotiated directly with the original equipment manufacturer. Unless ordered pursuant to a government prime contract that is identified on the customer's purchase order, all sales are intended to be to the end user, and resale of the products is prohibited.

Quote Summary		Amount
Backup - 5 Year		\$37,563.56
Total:		\$37,563.56

Taxes, shipping and handling charges and other fees are subject to change based on the terms and conditions of the final sale.

Acceptance

CITY OF VILLA RICA

Signature / Name

Initials

Date

PO Number



CITY OF VILLA RICA

City Council Packet

SUBJECT: Application for Lighting on Both I-20 Interchange Bridges

CITY COUNCIL DATE: January 09, 2018

DATE: December 29, 2017

PREPARED BY: Tom Barber, City Manager

FISCAL IMPACT: none

FUNDING SOURCE:

PURPOSE: To authorize the City Manager to apply to GDOT for the design and installation of lighting on both the Liberty Road and Highway 61 interstate overpasses.

BACKGROUND: Lighting on interstate bridge enhances both safe travel and economic development. GDOT will entertain an application from the City to design and install lighting on both overpasses. The City will be responsible for maintenance and utilities. We can expect this process to take several years. The alternative is for the City to design and install the lights with an estimated cost of \$1-1.2 million per bridge, subject to GDOT design review and permitting. We would be responsible for maintenance and utilities in this case, as well.

STAFF RECOMMENDATION: Staff recommends that we apply with GDOT to design and install lights on both of our I-20 bridges.

MOTION: I move that we authorize the City Manager to apply with GDOT for the design and installation of lighting on the Liberty Road bridge over I-20 and the Highway 61 bridge over I-20.



Agenda Item: _____

CITY OF VILLA RICA

City Council Packet

SUBJECT: Applicant Tracking Vendor Change
CITY COUNCIL AGENDA DATE: January 4, 2018

DATE: December 29, 2017
PREPARED BY: Stephanie Rooks,

FISCAL IMPACT:

ANNUAL – FY 2018 \$2,200.00 FY 2019 \$3,300.00 (\$275.00 per month)
CAPITAL –
OTHER –

FUNDING SOURCE: General Fund

PURPOSE: Streamlining the Recruiting Process

BACKGROUND: Currently the City is utilizing CIVICPLUS for our applicant tracking system. This is a stand-alone system that is not integrated with our payroll system in any way. Changing vendors will generate a cost savings in FY 18 of \$785.00 and will be fully integrated with the payroll system. We will be able to customize the application for employment form, push jobs to job boards including the Georgia Local Government Assn. (GLGA) without double data entry, and develop pre-screening questions and track the application process. Hiring managers will have a single sign on to iSolved; *iSolved Hire* will be a new link on their profile page. Once we have made a hiring decision, communications will be sent to successful applicant to complete the onboarding process in iSolved. All personal and job information will flow into the payroll system, and required forms will be completed through the onboarding process in iSolved.

STAFF RECOMMENDATION: Staff recommends changing vendors for the applicant tracking system effective February 1, 2018

IMPACT: The change in vendors will allow the City to track progress and streamline the hiring and onboarding processes.

MOTION:

Make a motion to authorize the City Manager or the Mayor to execute the Client Agreement for iSolved Hire effective 02/01/2017.



Client Agreement Forms: iSolved Hire ATS

Confidential

General awesomeness inside. Please do not redistribute; you or possibly this document may suddenly explode.

Streamline Recruiting and Hire Top Talent

Everyone, from your supervisors to human resources, will love the simplicity of iSolved Hire, a cloud-based, applicant-tracking solution for iSolved.

Hiring new employees often takes up a lot of time for HR and recruiting professionals. Between requisitions, approval processes, posting listings and tracking applicants, filling just one position may take hours. And when you have multiple jobs to fill, the process quickly becomes complicated.

iSolved Hire simplifies the process from start to finish. Using templates and the ability to post to multiple job boards at once saves valuable time. Rate the candidates and move them through the funnel quickly. Get to that top talent with ease.

Job Questions

Job Templates

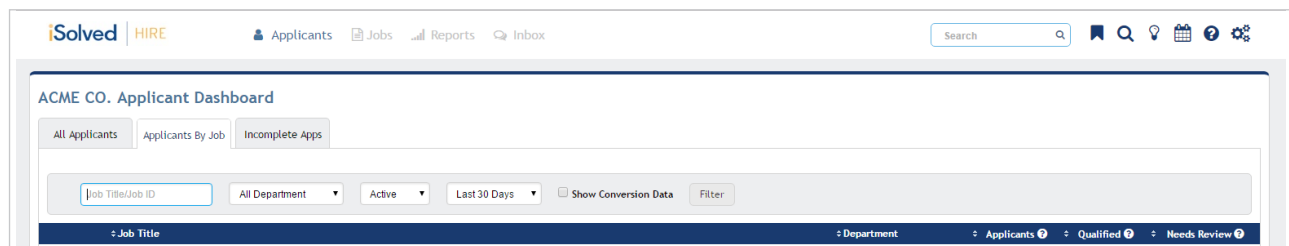
Job Listings

Job Board Favorites

Requisitions

Job Board Name		Price	Source
▼ Action	CareerBuilder - Bill Me	\$239.00 USD	CareerBuilder
▼ Action	Florida State Workforce	\$0.00 USD	Florida State Workforce
▼ Action	Glassdoor Sponsored	\$149.00 USD	Glassdoor
▼ Action	Hire Veterans First	\$0.00 USD	Hire Veterans First
▼ Action	Indeed Sponsored - \$95	\$95.00 USD	Indeed Sponsored
▼ Action	MONSTER - 30 Day	\$225.00 USD	Monster

Job Board Favorites speeds up the process of reposting.



The iSolved Hire Dashboard provides quick views of applicants.

Features & Benefits



Drastically reduce the time spent posting and filling new positions



Store job description templates



Add-on services available, including video interviewing, background checks, and drug screening



Better manage the entire hiring process



Rate candidates to move them through the funnel faster



Create and manage custom questions for applicants

iSolved Hire is the ideal solution for the small-to-midsized employer.

The screenshot shows the iSolved Hire dashboard for ACME CO. The top navigation bar includes links for Applicants, Jobs, Reports, and Inbox, along with a search bar and various utility icons. The main section is titled 'ACME CO. Jobs Dashboard' and features tabs for Job Questions, Job Templates, Job Listings, Job Board Favorites, and Requisitions. A 'New Job Question Group' button is visible. Below the tabs, there's a section for 'Benefits Specialist' with a 'New Question' button. A table displays three questions:

Question	Type	Required	Disqualifier
Are you able to type at least 50 WPM?	Drop Down Menu	X	X
Which of the following Microsoft Office programs are you proficient in?	Checklist	X	
Which areas of benefits do you have experience, such as: sales, implementation, human resources, etc....?	Large Text	X	

iSolved Hire makes it easy to leverage employee referrals, customize application and interview questions, filter through candidates, and conduct interviews, getting you to the right candidates to fill your positions.

To learn more about how iSolved Hire can transform the way you bring on new staff members, call us today at (678) 327-4143.



Active Employees	Add On Product	Projected Start Date

[illegible]

Date: _____

555 North Point Center East • Ste 150 • Alpharetta, GA 30022 • (678) 327-4143 • bholliday@threadhcm.com



Agenda Item:- _____

CITY OF VILLA RICA

City Council Packet

SUBJECT: Resolution Requesting Authorization of Redevelopment Powers
CITY COUNCIL AGENDA DATE: 01/04/2018

DATE: 12/28/2017

PREPARED BY: Christopher G. Pike

FISCAL IMPACT:

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: The purpose of the Redevelopment Powers Law is to improve economic and social conditions within substantially underutilized and economically and socially depressed urban areas that contribute to or cause unemployment, limit the tax resources of counties and municipalities while creating a greater demand for governmental services, have deleterious effect upon the public health, safety, morals and welfare, and impair or arrest the sound growth of the community.

BACKGROUND: The Redevelopment Powers Law provides for the exercise of redevelopment powers, the adoption of redevelopment plans and creation of tax allocation districts by counties and municipalities in the State of Georgia.

Specifically, Redevelopment Powers will help in the continued effort to implement key elements of the Downtown Master Plan while creating a more vibrant environment city wide.

STAFF RECOMMENDATION: Staff recommends approval of the Resolution requesting Redevelopment Powers. The resolution request and authorizes the local delegation to introduce legislation at the regular 2018 session of the General Assembly of the State of Georgia.

RECOMMENDED MOTION: I move that we approve the Resolution requesting and authorizing the local delegation to introduce legislation at the regular 2018 session of the general assembly of the State of Georgia to authorize a referendum election concerning the authorization of the City of Villa Rica to exercise all redevelopment and other powers under the redevelopment powers law; to provide an effect date; to repeal conflicting laws; and for other purposes.

IMPACT: Greater economic vitality in the Downtown area and throughout the City.

**A RESOLUTION OF THE CITY OF VILLA RICA,
REQUESTING AND AUTHORIZING THE LOCAL
DELEGATION TO INTRODUCE LEGISLATION AT THE
REGULAR 2018 SESSION OF THE GENERAL ASSEMBLY
OF THE STATE OF GEORGIA TO AUTHORIZE A
REFERENDUM ELECTION CONCERNING THE
AUTHORIZATION OF THE CITY OF VILLA RICA TO
EXERCISE ALL REDEVELOPMENT AND OTHER
POWERS UNDER THE REDEVELOPMENT POWERS
LAW; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL
CONFLICTING LAWS; AND FOR OTHER PURPOSES.**

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I thereof, that the governing authority of the City may adopt clearly reasonable ordinances, resolutions, and regulations; and

WHEREAS, Article IX, Section II, Paragraph VII(b) of the Constitution of the State of Georgia authorizes the General Assembly by local law, to grant to the City of Villa Rica all redevelopment and other powers under Chapter 44 of Title 36 of the O.C.G.A., the "Redevelopment Powers Law," as amended, to undertake and carry out community redevelopment, to create tax allocation districts, to issue tax allocation bonds, and to incur other obligations within the meaning of and as fully permitted under the provisions of Article IX, Section II, Paragraph VII(b) of the Constitution of the State of Georgia of 1983, as amended, and to authorize the City of Villa Rica to exercise redevelopment powers as fully as the "Redevelopment Powers Law" may now or hereafter permit and not to limit any redevelopment powers permitted under the "Redevelopment Powers Law."

WHEREAS, Article IX, Section II, Paragraph VII(b) of the Constitution of the State of Georgia further provides that no local law of the General Assembly granting the City of Villa Rica all redevelopment and other powers under the "Redevelopment Powers Law" shall become effective unless approved in a referendum by a majority of the qualified voters voting thereon in the City of Villa Rica; and

WHEREAS, the City of Villa Rica wishes to convey its desire to have local legislation granting the City of Villa Rica all redevelopment and other powers under the "Redevelopment Powers Law" and calling for a referendum election submitting this local legislation to the electors of the City of Villa Rica for approval or rejection;

NOW, THEREFORE, BE IT RESOLVED, that the City of Villa Rica respectfully requests that the local legislative delegation introduce legislation at the 2018 session of the Georgia General Assembly granting the City of Villa Rica all redevelopment and other powers under the "Redevelopment Powers Law" and authorizing an election in the City of Villa Rica concerning the approval or rejection of local legislation granting the City of Villa Rica all redevelopment and other powers under the "Redevelopment Powers Law", with said legislation to be substantially as presented to accomplish the purposes as set forth in the proposed legislation attached hereto as Exhibit "A", which is hereby adopted and approved by the City of Villa Rica, subject only to any modest revisions by legal counsel for the City of Villa Rica Council and counsel for the General Assembly.

BE IT FURTHER RESOLVED, that all laws, resolutions, or ordinances or parts thereof that conflict with the provisions of this Resolution are hereby repealed.

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon its adoption.

PASSED AND ADOPTED by the City of Villa Rica, Georgia, this ____ day of _____, 2018.

CITY OF VILLA RICA

By: _____
Jeff Reese, Mayor

ATTEST:

Alisa Doyal, City Clerk

A BILL TO BE ENTITLED
AN ACT

To authorize the City of Villa Rica to exercise all redevelopment and other powers under Article IX, Section II, Paragraph VII(b) of the Constitution and Chapter 44 of Title 36 of the O.C.G.A., the "Redevelopment Powers Law," as amended; to provide for a referendum; to provide effective dates; to provide for automatic repeal under certain circumstances, to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

The City of Villa Rica shall be and is authorized to exercise all redevelopment and other powers under Chapter 44 of Title 36 of the O.C.G.A., the "Redevelopment Powers Law," as amended. The intention of this Act is to authorize the City of Villa Rica to undertake and carry out community redevelopment, to create tax allocation districts, to issue tax allocation bonds, and to incur other obligations within the meaning of and as fully permitted under the provisions of Article IX, Section II, Paragraph VII(b) of the Constitution of the State of Georgia of 1983, as amended, and to authorize the City of Villa Rica to exercise redevelopment powers as fully as the "Redevelopment Powers Law" may now or hereafter permit and not to limit any redevelopment powers permitted under the "Redevelopment Powers Law."

SECTION 2.

The municipal election superintendent of the City of Villa Rica shall call and conduct an election as provided in this section for the purpose of submitting this Act to the electors of the City of Villa Rica for approval or rejection. The municipal election superintendent shall conduct that election on the date of the 2018 state-wide general primary and shall issue the call and conduct that election as provided by general law. The municipal election superintendent shall cause the date and purpose of the election to be published once a week for two weeks immediately preceding the date thereof in the official organ of Carrol and Douglas Counties. The ballot shall have written or printed thereon the words:

" () YES	Shall the Act be approved which authorizes the
() NO	City of Villa Rica to exercise redevelopment
	powers under the 'Redevelopment Powers Law',
	as it may be amended from time to time?"

All persons desiring to vote for approval of the Act shall vote "Yes", and all persons desiring to vote for rejection of the Act shall vote "No". If more than one-half of the votes cast on such question are for approval of the Act, then Section 1 of this Act shall become of full force and effect immediately. If Section 1 of this Act is not so approved or if the election is not conducted as provided in this section, Section 1 of this Act shall not become effective and this Act shall be

automatically repealed on the first day of January immediately following that election date. The expense of such election shall be borne by the City of Villa Rica. It shall be the municipal election superintendent's duty to certify the result thereof to the Secretary of State.

SECTION 3.

Except as otherwise provided in Section 2 of this Act, this Act shall become effective upon its approval by the Governor or upon its becoming law without such approval.

SECTION 4.

All laws and parts of laws in conflict with this Act are repealed.

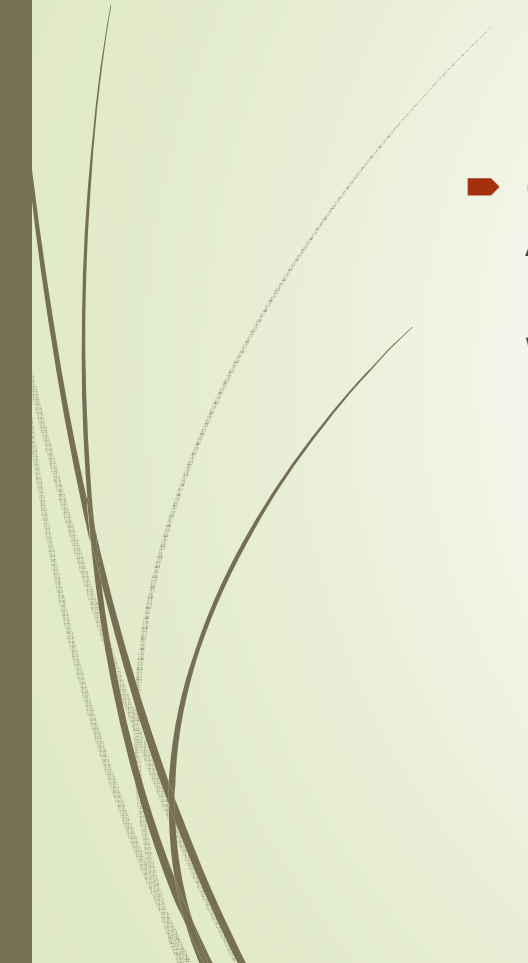


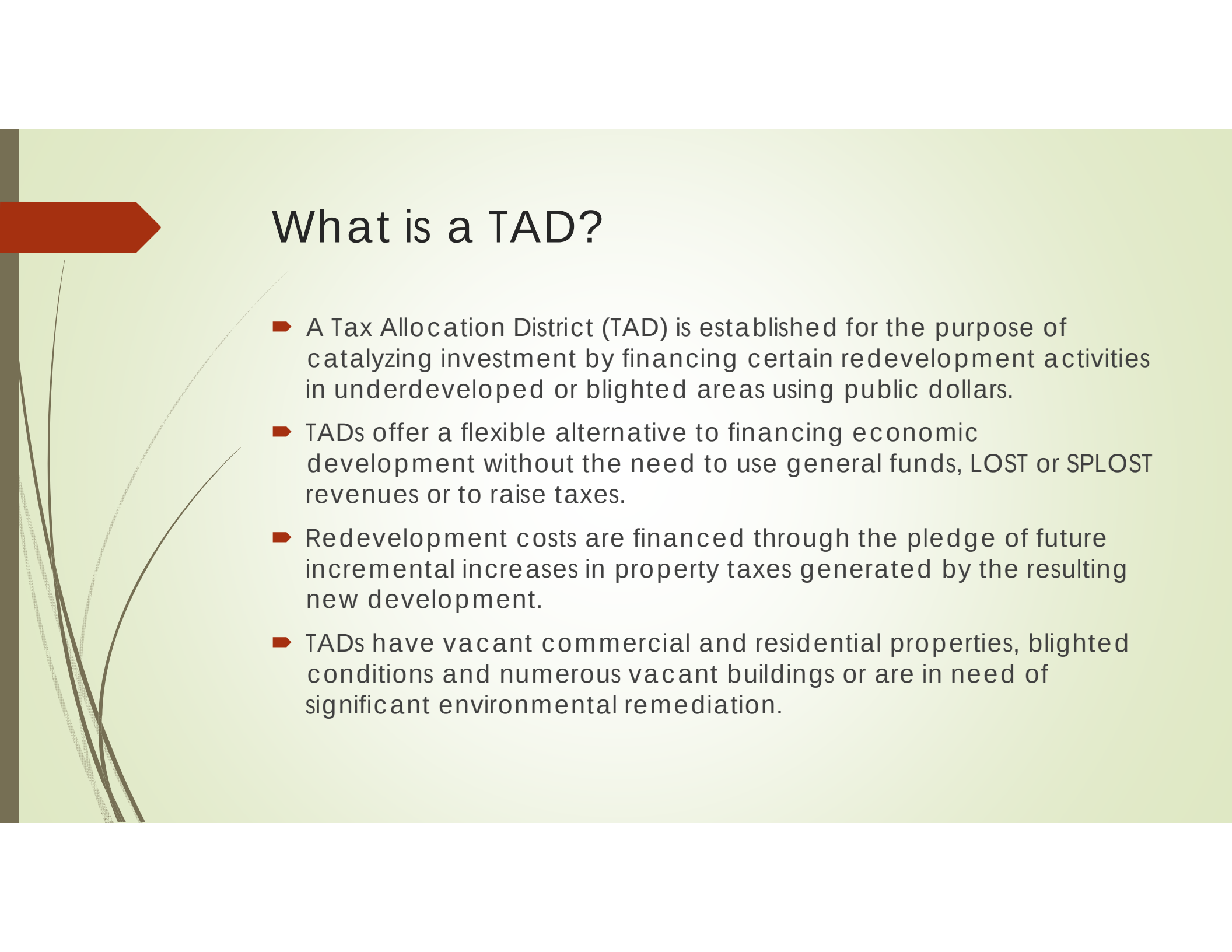
Tax Allocation District

Carroll County | Carroll County School System | City of Villa Rica



Georgia's Redevelopment Powers Law

- Georgia's Redevelopment Powers Law, adopted by the General Assembly in 1985, gave local governments the authority to sell bonds to finance infrastructure and other redevelopment costs within a specifically defined area (a TAD).
- 



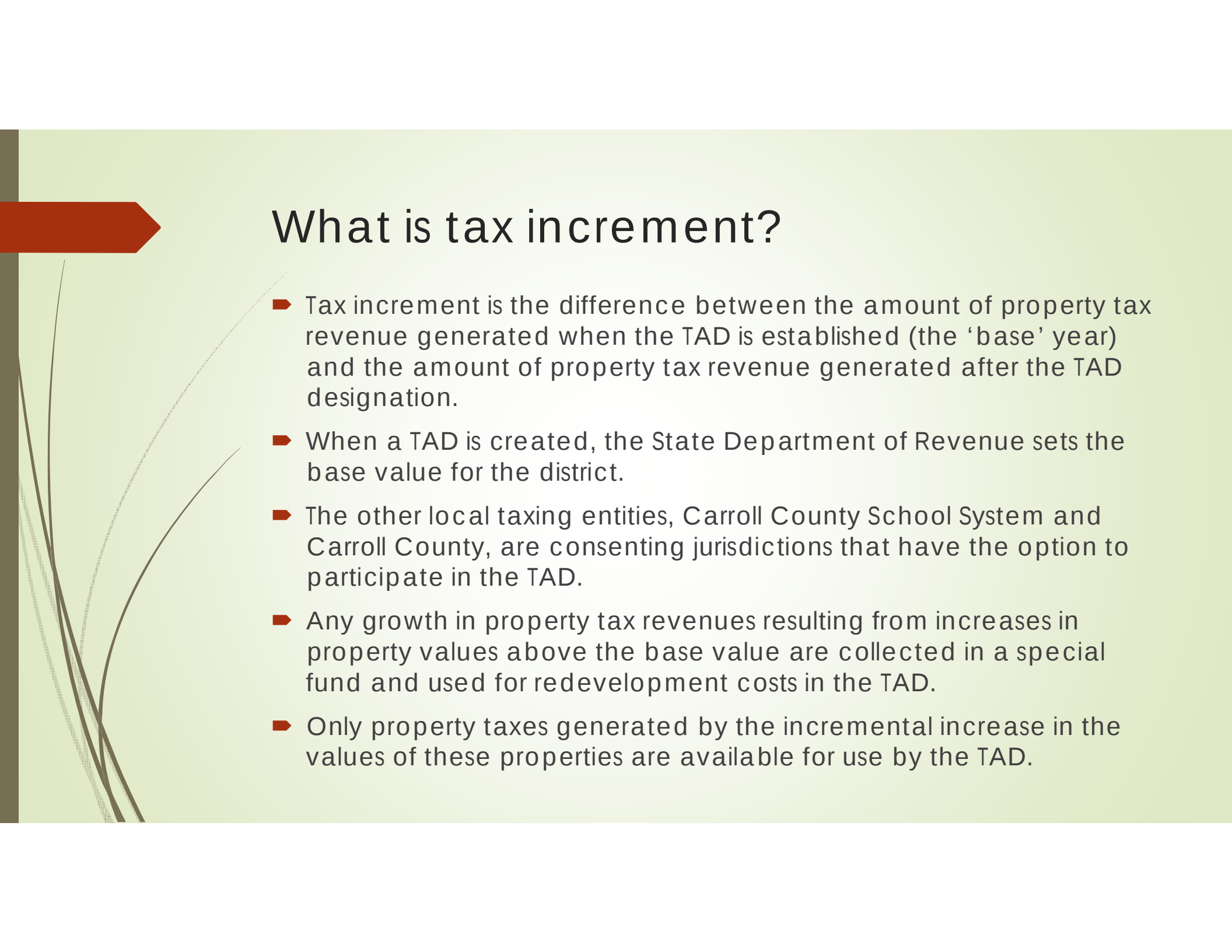
What is a TAD?

- A Tax Allocation District (TAD) is established for the purpose of catalyzing investment by financing certain redevelopment activities in underdeveloped or blighted areas using public dollars.
- TADs offer a flexible alternative to financing economic development without the need to use general funds, LOST or SPLOST revenues or to raise taxes.
- Redevelopment costs are financed through the pledge of future incremental increases in property taxes generated by the resulting new development.
- TADs have vacant commercial and residential properties, blighted conditions and numerous vacant buildings or are in need of significant environmental remediation.



Redevelopment Plan

- A Redevelopment Plan demonstrates why the area needs to be redeveloped and how the municipality plans to revitalize the area.
- A full and careful feasibility, fiscal impact, and cost benefit analysis of proposed TAD projects has to be conducted.
- Be conservative in estimating revenues from TADs that can be used for backing debt.
- The Plan provides the redevelopment agency with the powers to improve dilapidated facilities and to use tax increment financing to achieve the goals of the Redevelopment Plan.

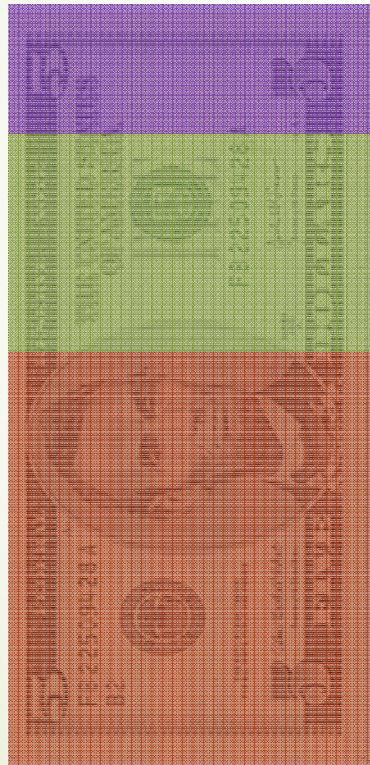


What is tax increment?

- Tax increment is the difference between the amount of property tax revenue generated when the TAD is established (the 'base' year) and the amount of property tax revenue generated after the TAD designation.
- When a TAD is created, the State Department of Revenue sets the base value for the district.
- The other local taxing entities, Carroll County School System and Carroll County, are consenting jurisdictions that have the option to participate in the TAD.
- Any growth in property tax revenues resulting from increases in property values above the base value are collected in a special fund and used for redevelopment costs in the TAD.
- Only property taxes generated by the incremental increase in the values of these properties are available for use by the TAD.

What is tax increment?

- The Base Year is the amount of property tax revenue generated when the TAD is first established.



City \$.95

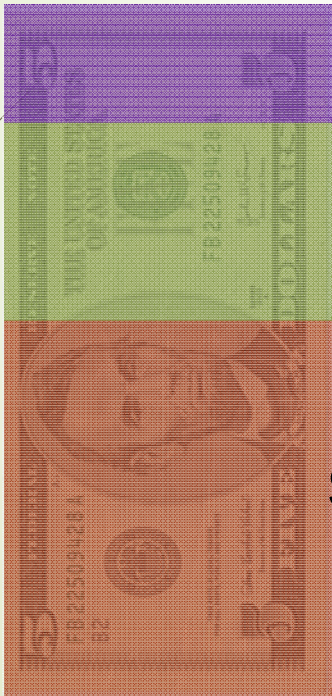
County \$1.30

School System \$2.75

Percentages varies depending on exemptions, etc.

What is tax increment?

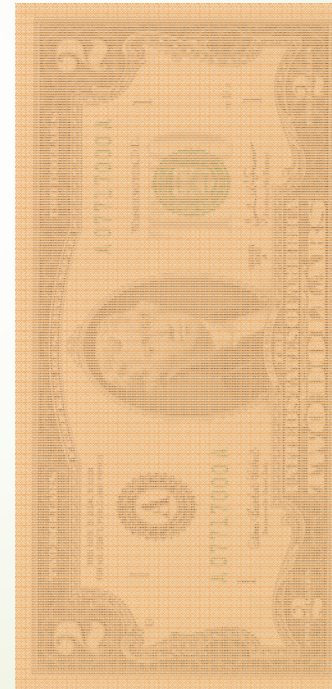
- Any growth in property tax revenues resulting from increases in property values above the base value are collected in a special fund and used for redevelopment costs in the TAD.



City \$.95

County \$1.30

School System \$2.75



TAD \$2.00



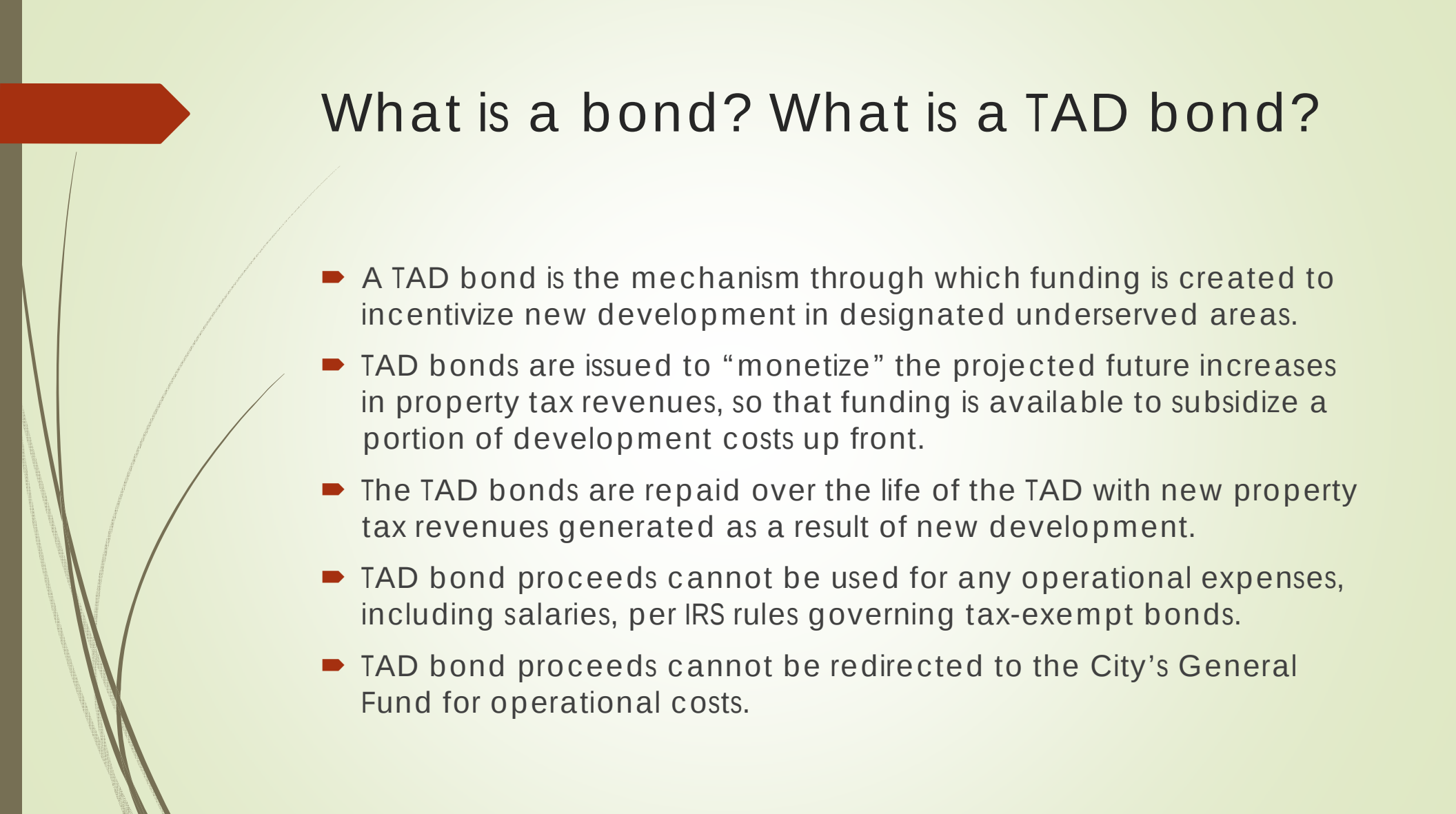
What it does NOT do....

- Create tax increases to the public
- “Freeze” the millage rates
- “Take” property from private citizens
- Obligate the City to use General Fund money for debt service



What can TAD funds be used for?

- In Georgia, TAD funds can be used for grants for capital costs, which include: construction of new buildings; public works improvements; renovation, rehabilitation, demolition, or expansion of existing buildings; acquisition of equipment; and clearing and grading of land.
- The Redevelopment Plan for each district specifies the permissible uses of the funds that support the goals outlined in the Plan.
- TAD funds must be spent on uses consistent with the Redevelopment Plan for the TAD as approved by City Council.
- Funds must be allocated to projects and spent within the boundaries of the district, as set forth in the Redevelopment Plan.



What is a bond? What is a TAD bond?

- A TAD bond is the mechanism through which funding is created to incentivize new development in designated underserved areas.
- TAD bonds are issued to “monetize” the projected future increases in property tax revenues, so that funding is available to subsidize a portion of development costs up front.
- The TAD bonds are repaid over the life of the TAD with new property tax revenues generated as a result of new development.
- TAD bond proceeds cannot be used for any operational expenses, including salaries, per IRS rules governing tax-exempt bonds.
- TAD bond proceeds cannot be redirected to the City’s General Fund for operational costs.

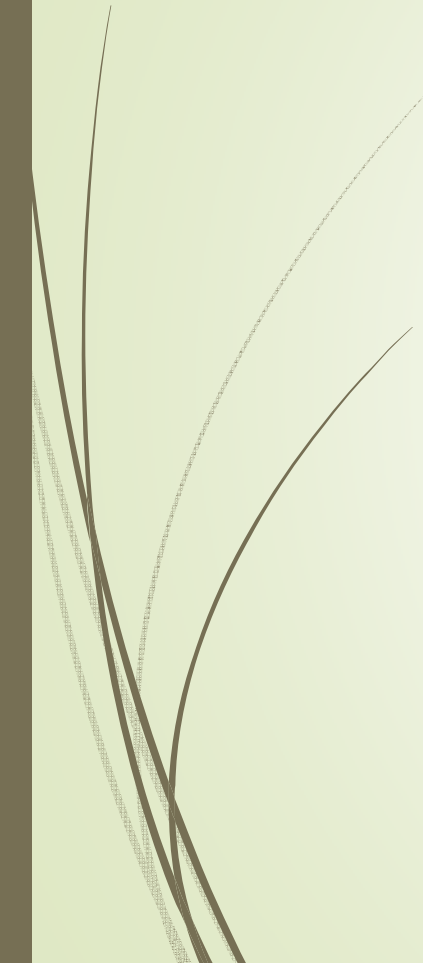


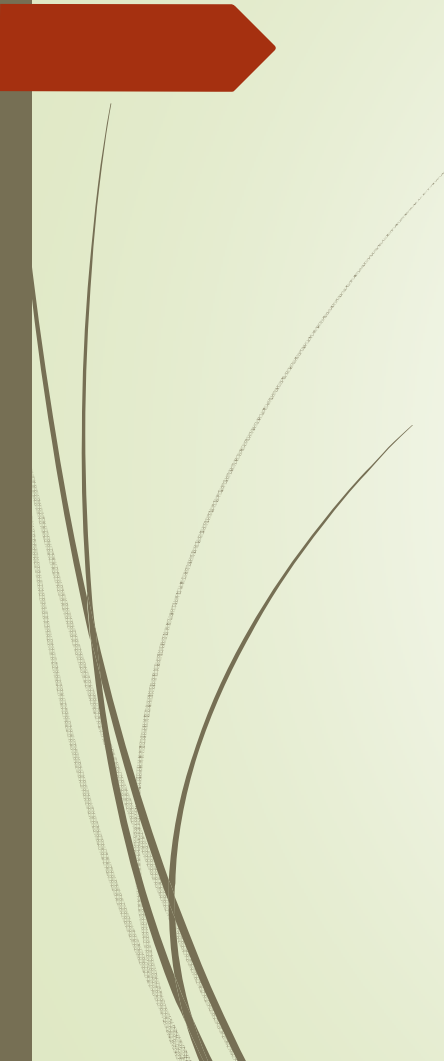
When does a TAD terminate?

- Typical TADs exist for 25-30 years, depending on the term of the bond and the life of the district as stipulated in the Redevelopment Plan.
 - Any TAD may be terminated earlier if all bonds are paid off and the City Council votes to terminate the district.
- 



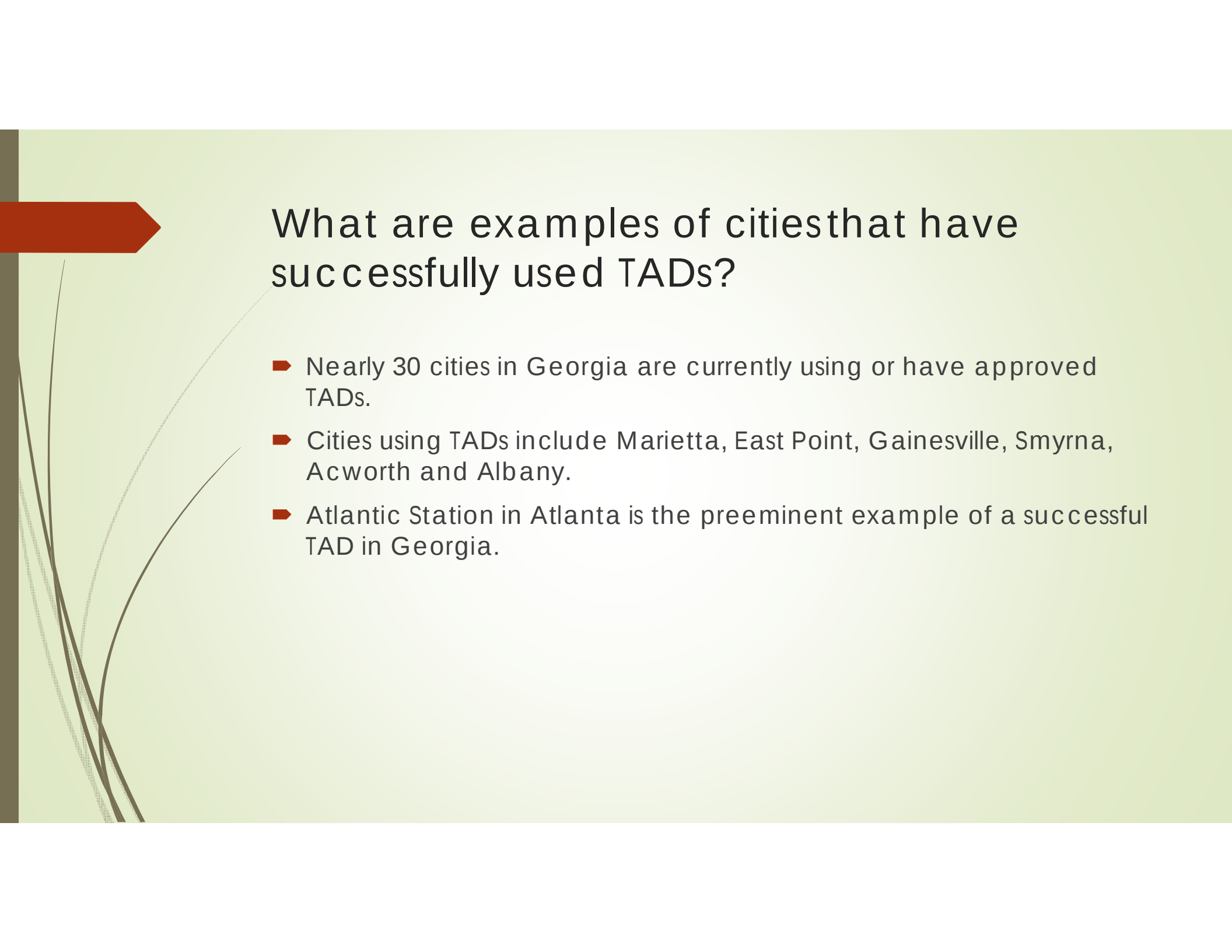
Why is there a need for TADs?

- 
- Tax increment financing is a widely used economic development tool that offers local governments a way to revitalize their communities by expanding the tax base.
 - TADs can act as a catalyst to attract further private investment into economically depressed areas.
 - TADs help local governments attract private development and new businesses which create jobs, attract customers, and in turn generate additional private investment.
 - The creation of a TAD generally leads to an increase in tax revenues above what already exists.



Why would local jurisdictions choose to forgo receiving increased property tax revenues in TADs?

- All taxing jurisdictions choose whether or not they want to participate and the terms of their participation in TADs.
- TADs are established in slow- or no-growth areas where a disproportionately low amount of property tax revenues is generated.
- TADs are essential for catalyzing development that would otherwise not occur.
- The creation of a TAD generally leads to increased revenues, including personal property taxes, sales taxes and impact fees.
- Once the district is dissolved, the incremental growth in real property taxes reverts back to the taxing jurisdictions, creating a windfall of new revenue and expanding their tax bases.



What are examples of cities that have successfully used TADs?

- Nearly 30 cities in Georgia are currently using or have approved TADs.
- Cities using TADs include Marietta, East Point, Gainesville, Smyrna, Acworth and Albany.
- Atlantic Station in Atlanta is the preeminent example of a successful TAD in Georgia.



What is required to create a TAD?

- Local government must receive authorization from the State General Assembly to exercise powers under the Redevelopment Powers Law.
- Voters within the municipality must approve use of the Redevelopment Powers Law by a majority vote in a referendum.

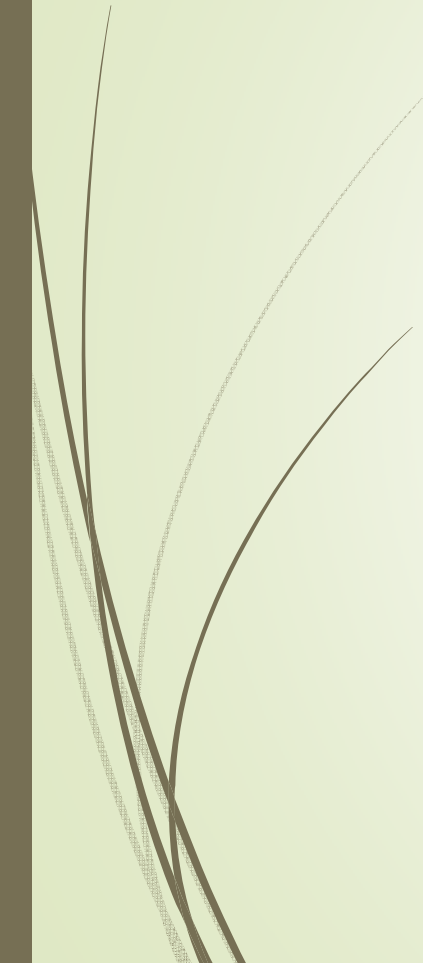
The ballot shall have written or printed thereon the words:

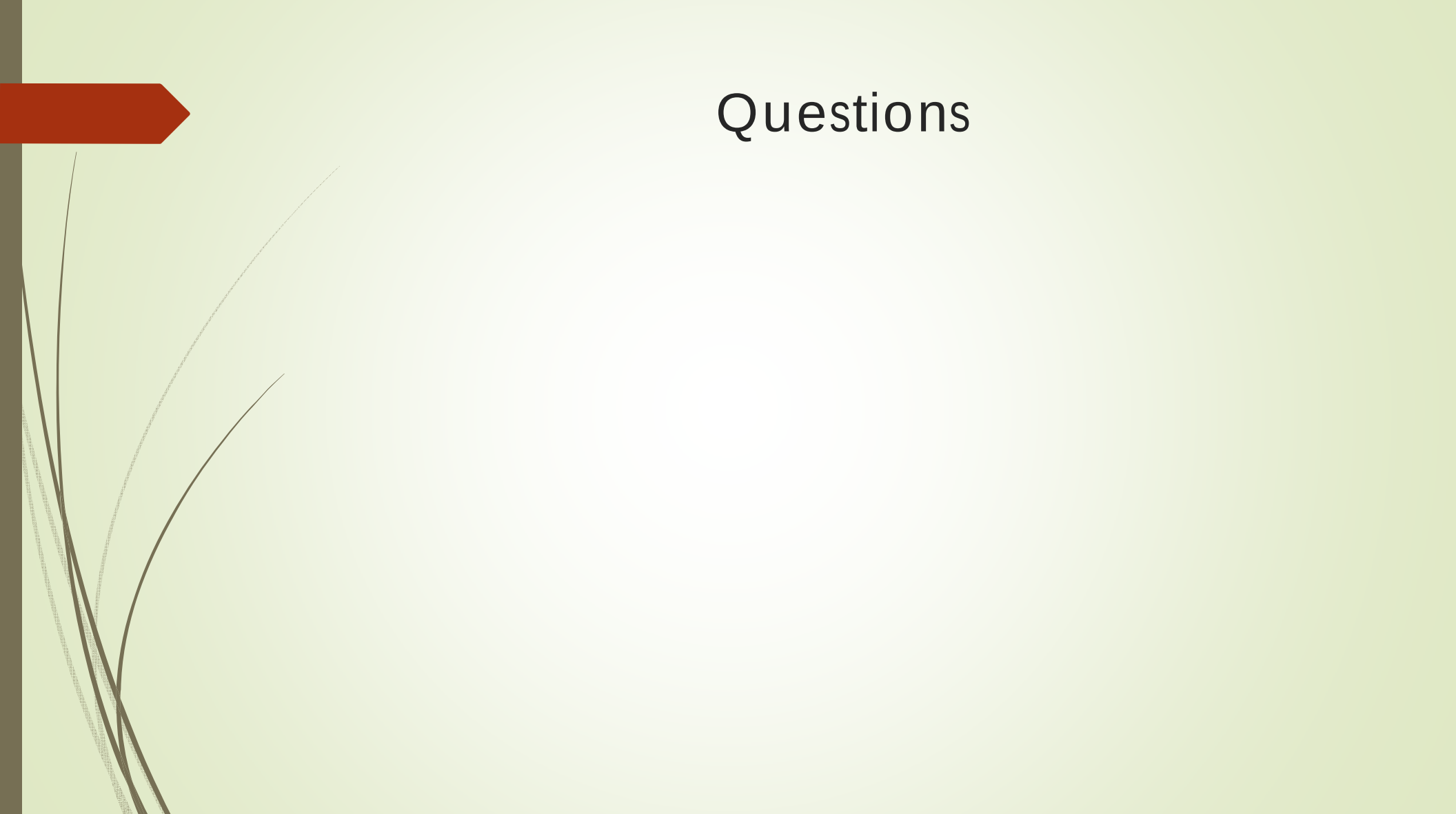
"Shall the Act be approved which authorizes the City of Villa Rica to exercise redevelopment powers under the 'Redevelopment Powers Law', as it may be amended from time to time?"

() YES () NO



What is required to create a TAD?

- 
- The city is required to form a Redevelopment Agency with the responsibility of carrying out the redevelopment powers (usually an existing local Authority is designated to serve as the Redevelopment Agency).
 - Conduct a full and careful feasibility, fiscal impact, and cost benefit analysis of proposed TAD projects.
 - The city must also complete and formally approve a Redevelopment Plan.
 - Each tax jurisdiction impacted by the TAD must approve of the plan and agree to commit their incremental revenues to the TAD.



Questions



CITY OF VILLA RICA

City Council Packet

SUBJECT: Emergency Repairs to Edge Road lift station

CITY COUNCIL AGENDA DATE: 1/4/18

DATE: 12/28/17

PREPARED BY: Charles Davis

FISCAL IMPACT:

ANNUAL –

CAPITAL – \$20,400.00

OTHER –

FUNDING SOURCE: 505-4330-541212

PURPOSE: To install 2 new pumps, wiring, controls and a manual bypass as needed to bring this high-volume lift station up to standards for reliability. This will maintain the integrity of the lift station function and designed operating capacity in a safe and reliable manner to eliminate any spills or loss of service.

This station is also about to receive the previously Council approved back-up generator and will be installed by this same company as approved following the mechanical and electrical repairs stated about. These actions put this station back to a safe and reliable condition.

BACKGROUND: The lift station is running on one pump right now; the pump running it now is failing and vibrating. A second pump has been purchased and received. To install the new pumps, the station needs to have new pump rails installed, electrical wiring and controls replaced, and a pump bypass system installed so that this station can be run on external portable backup pumps while this station is overhauled. Edge Road station is a heavily used facility, 2 other stations pump into it on the way back to the treatment plants. Monumental Equipment, Incorporated is handling the entire job, and it is ongoing now due to the risk of a pump failure and a possible backup or spill in the system.

STAFF RECOMMENDATION: To make a motion to approve the emergency repairs of the Edge Road Lift Station

IMPACT: Capital funds are available in the 2017 budget to handle this repair.

CITY COUNCIL
JEFF REESE, MAYOR
LESLIE MCPHERSON, MAYOR PRO-TEM
VERLAND BEST
DANNY CARTER
SHIRLEY MARCHMAN
GIL MCDUGAL

City of Villa Rica



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

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COUNCIL MONTHLY MEETING MINUTES

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
Tuesday, November 7, 2017 | 6:00 pm

Meeting Call to Order (Mayor Jeff Reese)

Mayor Jeff Reese called the meeting to order at 6:00 pm.

Present: Mayor Jeff Reese, Mayor Pro Tem Leslie McPherson, Verland Best, Danny Carter, Gil McDougal, City Manager Tom Barber, City Attorney David Mecklin, City Clerk Alisa Doyal, Parks & Recreation Director Vicki Coleman, Captain Keith Shaddix, CFO Sarah Hefty, Public Works Director Pete Zorbanos, and Human Resources Manager Stephanie Rooks

Invocation (Councilman Danny Carter)

Councilman Danny Carter led the Invocation.

Pledge of Allegiance (Mayor Jeff Reese)

Mayor Jeff Reese led the Pledge of Allegiance.

Ceremonial Presentations (Mayor & Council)

- Proclamation to honor Bill Bailey
- Proclamation for Day of Remembrance on December 5, 2017
- Proclamation for Honor Our Veterans Day

Adoption of the Agenda (Mayor Jeff Reese)

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Verland Best, Councilman, to approve the agenda as presented.
SECONDER:	Leslie McPherson, Councilwoman
AYES:	Best, McPherson, Marchman, Carter, McDougal

Council Updates (Subjects of General Interest and Concern)

No Council updates. Mayor Jeff Reese asked the Council to clearly state their motions and for the City Clerk to restate what their motion so there will be no confusion on what that motion was. Also, he asked the Council to hold their discussion until after the second has been made. This will allow the meetings to be conducted more orderly.

City Manager Report (Tom Barber)

City Manager Tom Barber presented his report of what projects he is currently working on.

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)

Six citizens came forward to make a public comment

Consent Agenda

The Consent Agenda is a single item that encompasses all things the City Council would normally approve with little comment. Each of these items were discussed at the Thursday, November 2, 2017 Council Work Session, and it was the unanimous consensus of the Governing Body to place the following items on the Consent Agenda.

1. PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL A. KNOTTS – To approve a professional agreement with Michael Knotts to provide GIS services.
2. EMERGENCY PURCHASES OVER \$10,00 For Waste Water Treatment Plants
 - a. PO #41624 for \$52,301.90 issued to PRB Electronics for replacement of main influent pump at West Plant. Pump had a failure that damaged the housing beyond repair. This is a custom built Vaughan 150 HP pump, and a sole source due to the plant design specifications for a custom built pump in this application.
 - b. PO #21893 for \$11,281.80 issued to Xylem Shared Services for a new Flygt lift station pump to replace a damaged one in the Brandywine Subdivision lift station. The old pump was not repairable, and this was the lowest bid of three obtained and was also readily available.
3. CONSIDERATION OF BIDS TO PURCHASE A 50KV BACK-UP GENERATOR FOR THE EDGE ROAD LIFT STATION: This is a budgeted Capital item for this year, and funds are available. This is one of a very few lift stations that are still not on a backup generator. The Edge Road lift station is a high volume lift station, 2 other lift stations feed into it on the route back to the treatment plant. Three competitive bids have been obtained, on the same make and model of generator. All bids include sound reducing cabinet panels for noise control. Low bid is \$42,254.00 from Triple B Electric. We have used this company many times and they maintain most of our current generators with a good customer service record. This price is for the turn key purchase and installation of this Generac Industrial series 50KW diesel generator, including auto transfer switch gear, all labor and materials.
4. WORK AUTHORIZATION FOR CURTIS ENVIRONMENTAL RESOURCE: Approval for the City to enter into a working relationship with Curtis Environmental Resources to help us prepare requests for proposals (RFP's) and task orders. Also to assist in the selection of qualified proposals of requested GEFA projects.
5. WORK AUTHORIZATION FOR INFRATEC CONSULTANTS INC., TURNIPSEED ENGINEERS, AND SMARTWATER ANALYTICS: Approval for the City to enter into a working relationship with Infratec Consultants Inc., Turnipseed Engineers, and SmartWater Analytics for engineering related to water, sewer and distribution infrastructure improvements.

RESULT:

MOVER:

SECONDER:

AYES:

ADOPTED (UNANIMOUS)

Danny Carter, Councilman, to approve the Consent Agenda as presented.

Shirley Marchman, Councilwoman

Carter, Marchman, Best, McDougal, McPherson

A. Governing Body (Mayor Jeff Reese)

1. MEETING MINUTES: Review of meeting minutes

- a. Monthly Meeting – October 3, 2017
- b. Special Called Meeting – October 19, 2017
- c. Special Called Meeting – October 25, 2017

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Leslie McPherson, Councilwoman, to approve the minutes of 10/3/17, 10/19/17, and 10/25/17.
SECONDER: Danny Carter, Councilman
AYES: McPherson, Carter, McDougal, Best, Marchman

2. COMPREHENSIVE LAND USE PLAN UPDATE: Approval request to award the Comprehensive Land Use Plan Update to Amec Foster Wheeler.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Gil McDougal, Councilman, to approve Amec Foster Wheeler as Presented by the City Manager.
SECONDER: Leslie McPherson, Councilwoman
AYES: McDougal, McPherson, Best, Carter, Marchman

3. VILLA RICA LIBRARY ADVISORY BOARD: Appointment of Ola McLendon to the Library Advisory Board (Councilwoman Shirley Marchman)

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Leslie McPherson, Councilwoman, to approve Ola McLendon to the Library Advisory Board.
SECONDER: Danny Carter, Councilman
AYES: McPherson, Carter, McDougal, Best, Marchman

4. VILLA RICA LIBRARY ADVISORY BOARD: Appointment of Clint Chance to the Library Advisory board (Councilman Danny Carter)

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Leslie McPherson, Councilwoman, to approve Clint Chance to the Library Advisory Board.
SECONDER: Danny Carter, Councilman
AYES: McPherson, Carter, McDougal, Best, Marchman

5. MEMORANDUM OF UNDERSTANDING: Villa Rica Development Authority

The City Council voted to enter into a Memorandum of Understanding (“MOU”) with the Villa Rica Development Authority, the Board of Commissioners of Carroll County, the Carroll County Board of Assessors, and Sugar Foods Corporation for the purpose of facilitating the acquisition and construction of a 226,800 square foot addition to the existing Sugar Foods plant currently located in Villa Rica. The construction project along with the equipment needed to run the facility will generate an investment of approximately \$53,000,000 and will create an estimated 53 new jobs in the local economy. The MOU outlined the tax incentives that would be available to Sugar Foods conditioned upon the company’s compliance with the goals required for the incentives.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman, to approve the MOU for the Villa Rica Development Authority and Sugar Foods.
SECONDER:	Shirley Marchman, Councilwoman
AYES:	Carter, Marchman, Best, McDougal, McPherson

B. Finance (Sarah Hefty, CFO)

1. PROPOSED 2018 BUDGET : Sarah Hefty gave a presentation of the 2018 Budget.
2. 2017 BUDGET AMENDMENTS: Sarah Hefty presented the 2017 Budget Amendments.
Councilwoman Leslie McPherson made the motion to approve the budget amendments that have to do with building permits, professional building inspections, use of fund balance, attorney fees, and increase the prior year property tax. The motion failed for lack of second.
Councilwoman Leslie McPherson amended her motion to approve the amendments as presented by staff and as listed on the document.

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

3. SEPTEMBER FINANCIAL UPDATE: Sarah Hefty gave a presentation of the September 2017 Financial Report
4. YEAR-END COMPENSATION:
Councilwoman Leslie McPherson made a motion to table until the December meeting and to look at other options.

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

5. Update of Cycle Billings: Sarah Hefty gave an update of the utility cycle billings.

ADJOURNMENT: There being no further business the meeting was adjourned.

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

Jeff Reese, Mayor

Alisa Doyal, City Clerk

CITY COUNCIL
JEFF REESE, MAYOR
LESLIE MCPHERSON, MAYOR PRO-TEM
VERLAND BEST
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City of Villa Rica



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SPECIAL CALLED COUNCIL MEETING MINUTES & PUBLIC HEARING - 2018 BUDGET

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
Thursday, November 9, 2017

Meeting Call to Order (Mayor Jeff Reese)

The meeting was called to order by Mayor Jeff Reese at 1:30 pm. Present were Mayor Jeff Reese, Mayor Pro Tem Leslie McPherson, Shirley Marchman, Verland Best, Danny Carter, Gil McDougal, City Manager Tom Barber, City Clerk Alisa Doyal, and Chief Financial Officer Sarah Hefty.

Adoption of the Agenda (Mayor Jeff Reese)

Mayor Jeff Reese requested the amendment of the agenda to add Budget Presentation by Sarah Hefty as Item A.

RESULT:	ADOPTED
MOVER:	Gil McDougal, Councilman
SECONDER:	Danny Carter, Councilman
AYES:	McDougal, Carter, Marchman, McPherson
NAYS:	Best

A. 2018 Budget Presentation – Sarah Hefty, CFO

Sarah Hefty gave a 2018 Budget Presentation.

B. Public Hearing – Comments may be addressed to the Mayor and Council on the 2018 Budget.

Two citizens came forward to make public comments.

Adjournment

No further business the Council adjourned.

RESULT:	ADOPTED
MOVER:	Danny Carter, Councilman
SECONDER:	Shirley Marchman, Councilman
AYES:	Carter, Marchman, Best, McDougal, McPherson

Jeff Reese, Mayor

Alisa Doyal, City Clerk

CITY COUNCIL
JEFF REESE, MAYOR
LESLIE MCPHERSON, MAYOR PRO-TEM
VERLAND BEST
DANNY CARTER
SHIRLEY MARCHMAN
GIL MCDUGAL

City of Villa Rica



CITY MANAGER: TOM BARBER
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COUNCIL MONTHLY MEETING MINUTES

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
Tuesday, December 5, 2017 | 6:00 pm

Meeting Call to Order (Mayor Jeff Reese)

Mayor Jeff Reese called the meeting to order at 6:00 pm.

Present: Mayor Jeff Reese, Mayor Pro Tem Leslie McPherson, Councilman Verland Best, Councilman Danny Carter, Councilman Gil McDougal, and Councilwoman Shirley Marchman.

Invocation (Councilwoman Shirley Marchman)

Councilwoman Shirley Marchman led the Invocation.

Pledge of Allegiance (Mayor Jeff Reese)

Mayor Jeff Reese led the Pledge of Allegiance.

Ceremonial Presentations (Mayor & Council)

Clint Chance was sworn in as a member of the Villa Rica Library Advisory Board.

Adoption of the Agenda (Mayor Jeff Reese)

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman, to adopt the agenda.
SECONDER:	Leslie McPherson, Councilwoman
AYES:	Carter, McPherson, Marchman, Best, McDougal

Council Updates (Subjects of General Interest and Concern)

Councilwoman Leslie McPherson stressed the need to shop local in Villa Rica.

City Manager Report (Tom Barber)

City Manager Tom Barber presented his report.

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)

One citizen came forward to make a public comment.

Consent Agenda

The Consent Agenda is a single item that encompasses all things the City Council would normally approve with little comment. Each of these items were discussed at the Thursday, November 2, 2017 Council

Work Session, and it was the unanimous consensus of the Governing Body to place the following items on the Consent Agenda.

1. Proposed 2018 Council Meetings
2. Hotel-Motel Revenue Management Services
3. 2018 GDOT LMIG Program
4. Construction Agreement – Roadway Improvements on Various City Roads
5. Proposed 2018 Holiday Schedule
6. Approval of Boiler Purchase for Gold Dust Park’s Administration Building
7. Purchase Replacement Parts from Chance Rides for Pine Mountain Train
8. Intertech Probation Contract Renewal

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Gil McDougal, Councilman, to approve the Consent Agenda Items.
SECONDER:	Shirley Marchman, Councilwoman
AYES:	McDougal, Marchman, Best, McPherson, Carter

A. Governing Body (Mayor Jeff Reese)

1. Approval of the Minutes
 - a. Monthly Meeting of November 7, 2017
 - b. Special Called Meeting of November 9, 2017

*Councilwoman Leslie McPherson stated that she did not think that she was the mover to approve both Ola McLendon and Clint Chance as a member of the Villa Rica Public Library.

RESULT:	TABLED (UNANIMOUS)
MOVER TO TABLE:	Gil McDougal, Councilman, to table the minutes until the January meeting.
SECONDER TO TABLE:	Danny Carter, Councilman
AYES TO TABLE:	McDougal, Carter, McPherson, Best, Marchman

2. Year-End Compensation

Councilman Gil McDougal made the motion to approve the Year-End Compensation of \$250.00 to all permanent full time employees who have passed their initial 6-month evaluation, and \$125.00 to all permanent part time employees who have passed their initial 6-month evaluation.

RESULT:	ADOPTED (4-1)
MOVER:	Gil McDougal, Councilman,
SECONDER:	Leslie McPherson, Councilwoman
AYES:	McDougal, McPherson, Carter, Marchman
NAYS:	Best

B. Finance (Sarah Hefty, CFO)

1. Financial Update: November 2017

CFO Sarah Hefty presented the November 2017 Financial Update.

2. Proposed Water and Sewer Rates

Councilman Gil McDougal made the motion to approve the Proposed Water and Sewer Rates as presented by CFO effective 02/01/2018.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Gil McDougal, Councilman
SECONDER:	Danny Carter, Councilman
AYES:	McDougal, Carter, Best, McDougal, Marchman

3. Proposed Sanitation and Solid Waste Rates

Councilman Danny Carter made the motion to accept the CFO's recommendation of the Proposed Sanitation and Solid Waste Rates effective 02/01/2018.

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

4. Proposed 2018 Operating and Capital Budget

Councilwoman Leslie McPherson moved to amend the Proposed 2018 Budget for the General Fund and Water & Sewer Fund and Sanitation Fund for a combined amount not to exceed \$45,000 to enable additional party adjustments to our lower-paid employees at the City Manager's discretion. The City Manager shall report back with the results of the adjustment at the regular Council meeting. Councilman Gil McDougal seconded.

After Council discussion, Councilwoman Leslie McPherson added an amendment to her motion to include there will be corresponding revenue adjustments made to building permits up to \$45,000 and the corresponding transfers to the Enterprise Fund. Councilman Gil McDougal seconded.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Leslie McPherson, Councilwoman
SECONDER:	Gil McDougal, Councilman
AYES:	McPherson, McDougal, Best, Marchman, Carter

Councilman Verland Best made the motion to approve the Proposed 2018 Budget as presented with no more amendments. Councilman Gil McDougal seconded.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Verland Best, Councilman
SECONDER:	Gil McDougal, Councilman
AYES:	Best, McDougal, Carter, Marchman, McPherson

C. Community Development (Bobby Elliott, Director)

1. Lindbergh Traders, LLC – Reapplication of Alcohol License; Missed renewal deadline of October 31st.

RESULT: **ADOPTED (4-1)**
MOVER: Danny Carter, Councilman, to approve the alcohol license for Lindbergh Traders, LLC.
SECONDER: Verland Best, Councilman
AYES: Carter, Best, McDougal, McPherson
NAYS: Marchman

2. Sonya's Blue's Bar and Grill – Alcohol License Application – New 1st time applicant

RESULT: **ADOPTED (4-1)**
MOVER: Gil McDougal, Councilman, approve the alcohol license for Sonya's Blue's Bar and Grill.
SECONDER: Verland Best, Councilman
AYES: McDougal, Best, Carter, McPherson
NAYS: Marchman

3. Villa Rica Food Mart – Reapplication for alcohol license; Missed 10/31 renewal deadline

RESULT: **ADOPTED (4-1)**
MOVER: Gil McDougal, Councilman, to approve the alcohol license for Villa Rica Food Mart.
SECONDER: Leslie McPherson, Councilwoman
AYES: McDougal, McPherson, Best, Carter
NAYS: Marchman

D. Parks, Recreation & Leisure Services (Vicki Coleman, Director)

1. GDOT Memorandum of Understanding – Pedestrian Underpass at the North Loop Bypass

RESULT: **ADOPTED (4-1)**
MOVER: Gil McDougal, Councilman, to approve the Memorandum Of Understanding with GDOT for the Pedestrian Underpass.
SECONDER: Danny Carter, Councilman
AYES: McDougal, Carter, Marchman, McPherson
NAYS: Best

E. Public Works (Pete Zorbanos, Director)

1. New Vehicle for City Engineer

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman, to accept the bid from Don-Rich Ford on this vehicle.
SECONDER: Verland Best, Councilman
AYES: Carter, Best, McDougal, McPherson, Marchman

2. New Vehicle for Building Inspector

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Shirley Marchman, Councilwoman, to approve.
SECONDER:	Verland Best, Councilman
AYES:	Carter, Best, McDougal, McPherson, Marchman

3. New Vehicle for IT Manager

RESULT:	ADOPTED (4-1)
MOVER:	Gil McDougal, Councilman, to approve.
SECONDER:	Danny Carter, Councilman
AYES:	McDougal, Carter, Best, McPherson, Marchman

Adjournment: There being no further business, the meeting was adjourned. Motion by Councilman Danny Carter to adjourn, seconded by Councilman Verland Best. Vote: 5/0. The vote was unanimous.

Jeff Reese, Mayor

Alisa Doyal, City Clerk



CITY OF VILLA RICA

City Council Packet

SUBJECT: Override Veto of Pay Parity Increase

CITY COUNCIL DATE: January 09, 2018

DATE: December 29, 2017

PREPARED BY: Tom Barber, City Manager

FISCAL IMPACT: \$45,000 item in 2018 operating budget

FUNDING SOURCE: The majority of the funds will come from the General Fund, with smaller amounts coming from the Water & Sewer Fund and the Sanitation Fund.

PURPOSE: To give the City Council the opportunity to override the Mayor's veto of the Pay Parity Increase in the 2018 budget.

BACKGROUND: On December 13, 2017 the Mayor issued a veto of the \$45,000 pay parity increase that was added to the 2018 budget as a last-minute amendment. City Council can override the veto with four or more members voting to support the override.

STAFF RECOMMENDATION:

MOTION: I move to override the veto of the \$45,000 Pay Parity Increase that was added as part of the 2018 operating budget.

PART I – CHARTER AND RELATED LAWS

Subpart A – CHARTER

ARTICLE I. - CREATION, INCORPORATION, POWERS

Sec. 1.11. - Incorporation.

The City of Villa Rica, Georgia, in the Counties of Carroll and Douglas, and the inhabitants thereof shall continue to be a body politic and corporate under the same name and style of the City of Villa Rica, Georgia. Under that name, said city shall continue to be invested with all the property which now belongs to the corporation; shall have perpetual succession; may sue and be sued; may contract and be contracted with; may acquire and hold such property, real and personal, as may be devised, bequeathed, sold or in any manner conveyed or dedicated to or otherwise acquired by it, and from time to time may hold or invest, sell or dispose of the same; may have a common seal and alter and renew the same at will; and may exercise in conformity with this charter all municipal powers, functions, rights, privileges and immunities of every name and nature whatsoever.

Sec. 1.12. - Corporate boundaries.

- (a) The boundaries of the City of Villa Rica shall be those existing on the effective date of the adoption of this charter with such alterations as may be made from time to time in the manner provided by law. The current boundaries of the City of Villa Rica, at all times, shall be shown on a map, a written description or any combination thereof, to be retained permanently in the office of the city manager and to be designated, as the case may be: "Map (or Description) of the Corporate Limits of the City of Villa Rica, Georgia." Alterations in these boundaries shall be indicated by appropriate entries upon or additions to such map or description. Such entries or additions shall be made by and under the direction of the mayor. Photographic, typed, or other copies of such map or description certified by the city manager shall be admitted in evidence in all courts and shall have the same force and effect as with the original map or description.
- (b) The city council may provide for the redrawing of any such map. A redrawn map shall supersede for all purposes the earlier map or maps which it is designated to replace.

Sec. 1.125. - Corporate boundaries; limits.

The corporate limits of the City of Villa Rica shall be those existing ~~immediately prior to the effective date of the amendment of this charter by an Act approved March 10, 1988 (1988 Ga. Laws, page 3851) and shall also include any territory in Douglas County annexed into the City of Villa Rica prior to or after the effective date of said 1988 amendatory Act.~~ as of December 31, 2016 as shown on the maps of the City.

~~(1988 Ga. Laws (Act No. 881), p. 3851, § 1; 1993 Ga. Laws (Act No. 201), p. 4592, § 1)~~

Sec. 1.126. - Corporate boundaries; change.

The corporate limits of the City of Villa Rica shall also include the following described area:

All that tract or parcel of land lying and being in Land Lot 195 and Land Lot 196 of the 6th District of Carroll County, Georgia, and being more particularly described as follows: BEGINNING at the intersection of the southwesterly right-of-way of Georgia State Highway 101, a/k/a Rockmart Road, and the northwesterly right-of-way of Georgia Highway 61 Connector, a/k/a Industrial Boulevard, and from said POINT OF BEGINNING, running in a southwesterly direction along the northwesterly right-of-way of said Georgia Highway 61 Connector a distance of 1100 feet, more or less, but specifically to the property of the City of Villa Rica known as Gold Dust Park; thence running in a northerly direction along the easterly line of property of the City of Villa Rica a distance of 270 feet, more or less, but specifically to the northeast corner of said City of Villa Rica property; thence running in a westerly direction along the northerly line of said City of Villa Rica property 1,470 feet, more or less, but specifically to the northwest corner of said City of Villa Rica property; thence running in a southerly direction along the westerly line of said City of Villa Rica property 1,150 feet, more or less, but specifically to the south land lot line of Land Lot 195; thence running in a westerly direction along the south land lot line of Land Lot 195 and Land Lot 916, 2,280 feet, more or less, but specifically to the southeast corner of Iron Creek Mobile Home Park; thence running in a northerly direction along the easterly line of said Mobile Home Park 1,430 feet, more or less, but specifically to the south line of property now or formerly owned by Daniel Bearden and Marilee Bearden; thence running in an easterly direction 4,650 feet, more or less, but specifically to the southwesterly right-of-way of Georgia State Highway 101; thence running in a southeasterly direction along said southwesterly right-of-way 40 feet, more or less, but specifically to the point of beginning.

~~(1996 Ga. Laws (Act No. 902), p. 4425, § 1)~~

Sec. 1.13. - Specific powers.

The corporate powers of the government of the City of Villa Rica, to be exercised by the governing authority, may include the following:

- (1) To levy and provide for the assessment, valuation, revaluation, and collection of taxes on all property subject to taxation;
- (2) To levy and provide for the collection of license fees and taxes on privileges, occupations, trades, and professions, and to license and regulate such privileges, occupations, trades, and professions and to provide for the manner and method of payment of such licenses and taxes;
- (3) To make appropriations for the support of the government of the city, to authorize the expenditure of money for any purposes authorized by this charter and for any purpose for which a municipality is authorized by the laws of the State of Georgia and to provide for the payment of expenses of the city;
- (4) To appropriate and borrow money for the payment of debts of the city, and to issue bonds for the purpose of raising revenue to carry out any project, program, or venture authorized by this charter or the laws of the State of Georgia;
- (5) To acquire, dispose of, and hold in trust or otherwise any real, personal, or mixed property, in fee simple, or lesser interest, inside or outside the property limits of the city;
- (6) To accept or refuse gifts, donations, bequests or grants from any source for any purpose related to the powers and duties of the city and the general welfare of its citizens, on such terms and conditions as the donor or grantor may impose;
- (7) To condemn property, inside or outside the corporate limits of the city for present or future use, and for any corporate purpose deemed necessary by the governing authority, under [O.C.G.A. title 22] or under oath applicable Public Acts as are or may be enacted;
- (8) To acquire, lease, construct, operated [operate], maintain, sell and dispose of public utilities, including but not limited to a system of waterworks, sewers and drains, sewage disposal, gas

works, electric light plants, transportation facilities, public airports and any other public utility; to fix the taxes, charges, rates, fares, fees, assessments, regulations and penalties and withdrawal of service for refusal or failure to pay same and the manner in which such remedies shall be enforced;

- (9) To grant franchises or make contracts for public services; to prescribe the rates, fares, regulations and standards and conditions of service applicable to the service to be provided by the franchise grantee or contractor, insofar as not in conflict with such regulations by the public service commission;
- (10) To lay out, open, extend, widen, narrow, establish or change the grade of, abandon or close, construct, pave, curb, gutter, adorn with shade trees, otherwise improve, maintain, repair, clean, prevent erosion of, and light roads, alleys and walkways within the corporate limits of the city;
- (11) To grant franchise and rights-of-way throughout the streets and roads, and over the bridges and viaducts, for the use of public utilities;
- (12) To provide for the acquisition, construction, building, operation and maintenance of public ways, parks and playgrounds, recreational facilities, cemeteries, markets and market houses, public buildings, libraries, sewers, drains, sewerage treatment, airports, hospitals and charitable, cultural, educational, penal and medical institutions, agencies and facilities; and any other public improvements, inside or outside the corporate limits of the city; and to regulate the use thereof, and for such purposes, property may be acquired by condemnation under [O.C.G.A. title 22], or other applicable Public Acts, as are or may be enacted;
- (13) To require real estate owners to repair and maintain in a safe condition the sidewalks adjoining their lots or lands; and to enact ordinances establishing the terms and conditions under which such repairs and maintenance shall be effected, including the penalties to be imposed for failure to do so;
- (14) To regulate the erection and construction of buildings and all other structures; to adopt building, housing, plumbing, electrical, gas and heating and air conditioning codes and to regulate all housing, building and building trades; to license all building trades and to license the construction and erection of buildings and all other structures;
- (15) To provide for the prevention and punishment of drunkenness, ~~riots~~ and public disturbances;
- (16) To regulate or prohibit junk dealers; pawnshops; the manufacture, sale, or transportation of intoxicating liquors, ~~the use and sale of firearms~~; and to regulate the transportation, storage and use of combustible, explosive and inflammable materials, the use of lighting and heating equipment, and any other business or situation which may be dangerous to persons or property;
- (17) To regulate and control the conduct of peddlers and itinerant trades, theatrical performances, exhibitions, shows of any kind whatever, by taxation or otherwise;
- (18) To prohibit or regulate and control the erection, removal and maintenance of signs, billboards, trees, shrubs, fences, buildings and any and all other structures or obstructions upon or adjacent to the rights-of-way of streets and roads or within view thereof, within or abutting the corporate limits of the city, and to prescribe penalties and punishment for violation of such ordinances;
- (19) To prescribe standards of health and sanitation and to provide for the enforcement of such standards;
- (20) To regulate the emission of smoke or other exhaust which pollutes the air and to prevent the pollution of natural streams which flow within the corporate limits of the city;
- (21) To fix and establish fire limits and from time to time to extend, enlarge or restrict same; to prescribe fire safety regulations not inconsistent with general law, relating to both fire prevention and detection and to firefighting, and to prescribe penalties and punishment for violation thereof;
- (22) To provide for the destruction and removal of any building or other structure which may become dangerous or detrimental to the public;

- (23) To provide for the collection, method of collection and disposal of garbage, rubbish and refuse and to regulate the collection and disposal of garbage, rubbish, and refuse by others; and to provide for the separate collection of glass, tin, aluminum, cardboard, paper and other recyclable materials and to provide for the sale of such items;
- (24) To levy, fix, assess and collect a garbage, refuse and trash collection and disposal and other sanitary service charge, tax or fee, for such services as may be necessary in the operation of the city from all individuals, firms, and corporations residing in or doing business therein benefiting from such services; to enforce the payment of such charges, taxes, fees and to provide for the manner and method of collecting such service charges;
- (25) To levy a fee, charge or sewer assessment as necessary to assure the acquiring, constructing, equipping, operating, maintaining and extending of a sewerage disposal plant and sewerage system and to levy on the users of sewers and the sewerage system a sewer service assessment or sewer fee for the use of the sewers; and to provide for the manner and method of collecting such service charges and for enforcing payment of same;
- (26) To charge, impose and collect a sewer connection fee or fees and to charge the same from time to time; such fees to be levied on the users connecting with the sewerage system;
- (27) To define, regulate and prohibit any act, practice, conduct or use of property which is detrimental, or likely to be detrimental, to the health, sanitation, cleanliness, welfare and safety of the inhabitants of the city and to provide for the enforcement of such standards;
- (28) To define a nuisance and provide for its abatement whether on public or private property;
- (29) To provide for the preservation and protection of property and equipment of the city and administration and use of same by the public and to prescribe penalties and punishment for violations thereof;
- (30) To establish minimum standards for and to regulate building construction and repair, electrical wiring and equipment, gas installation and equipment, plumbing and housing, for the health, sanitation, cleanliness, welfare and safety of inhabitants of the city and to provide for the enforcement of such standards;
- (31) To provide that persons given jail sentences in the municipal court shall work out such sentence in any public works or on the streets, roads, drains and squares in the city; or to provide for the commitment of such persons to any county work camp or jail by agreement with the appropriate county officials;
- (32) To adopt ordinances and regulations for the prevention of disorderly conduct and disturbing the peace in the corporate limits of the city and to prohibit the playing of lotteries therein, and to prohibit or regulate by ordinance such other conduct and activities within said city, which while not constituting an offense against the laws of this state, are deemed by the governing authority to be detrimental and offensive to the peace and good order of the city or to the welfare of the citizens thereto;
- (33) To regulate and license, or prohibit the keeping or running at large of animals and fowl and to provide for the impoundment of same, if in violation of any ordinance or lawful order; also to provide for their disposition by sale, gift, or humane destruction, when not redeemed as provided by ordinance enacted hereunder;
- (34) To regulate the operation of motor vehicles and exercise control over all traffic, including parking, upon or across the streets, roads, alleys and walkways of the city;
- (35) To regulate and license vehicles operated for hire in the city; to limit the number of such vehicles; to require the operators thereof to be licensed; to require public liability insurance of such vehicles in the amounts to be prescribed by ordinance; and to regulate and rent parking spaces in public ways for the use of such vehicles;
- (36) To provide and maintain a system of pensions and retirement for officers and employees of the city;

- (37) To levy and provide for the collection of special assessments to cover the costs for any public improvements;
- (38) To enter into contracts and agreements with other governmental entities and with private persons, firms and corporations providing for services to be furnished and payments to be made therefor;
- (39) To create, alter, or abolish departments, boards, offices, commissions and agencies of the city, and to confer upon such agencies the necessary and appropriate authority for carrying out all the powers conferred or delegated to same;
- (40) To make, ordain and establish such bylaws, ordinances, rules and regulations as shall appear necessary for the security, welfare, convenience and interest of the city and the inhabitants thereof and for preserving the health, peace, order and good government of the city;
- (41) To provide penalties for violations of any ordinance adopted pursuant to the authority of this charter and the laws of the State of Georgia;
- (42) To exercise the power of arrest through duly appointed policemen;
- (43) To establish procedures for determining and proclaiming that an emergency situation exists within or without the city and to make and carry out all reasonable provisions deemed necessary to deal with or meet such an emergency for the protection, safety, health or well-being of the citizens of the city;
- (44) To exercise and enjoy all other powers, functions, rights, privileges and immunities necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience or general welfare of the city and its inhabitants; and to exercise all implied powers necessary to carry into execution all powers granted in this charter as fully and completely as if such powers were fully enumerated herein; and to exercise all powers now or in the future authorized to be exercised by other municipal governments under other laws of the State of Georgia. No enumeration of particular powers in this charter shall be held to be exclusive of others, nor restrictive of general words and phrases granting powers; but shall be held to be in addition to such powers unless expressly prohibited to municipalities under the constitution or applicable laws of the State of Georgia.

Sec. 1.14. - General powers.

In addition to all other powers herein granted, the city shall be vested with any and all powers which municipal corporations are or may hereafter be authorized or required to exercise under the constitution and laws of the State of Georgia, as fully and completely as though such powers were specifically enumerated herein; and any and all powers which the city was heretofore authorized to exercise upon the effective date of this charter.

Sec. 1.15. - Construction.

The powers of the city shall be construed liberally and in favor of the city. The specific mention or failure to mention particular powers in this charter shall not be construed as limiting in any way the general power of the city as stated in this charter. It is the intention hereof to grant the city full power and right to exercise all governmental authority necessary for the effective operation and conduct of the city and all of its affairs.

Sec. 1.16. - Exercise of powers.

All powers, functions, rights, privileges and immunities of the city, its officers, agencies or employees shall be carried into execution as provided by this charter. If this charter makes no provision such powers, functions, rights, privileges, and immunities shall be carried into execution as provided by ordinance of the governing authority and as provided by pertinent laws of the State of Georgia.

Sec. 1.17. - Ordinances.

All ordinances, bylaws, rules and regulations now in force in the city not inconsistent with this charter, are hereby declared valid and of full effect and force until amended or repealed by the governing authority.

ARTICLE II. - GOVERNING BODY

Sec. 2.10. - Creation; composition; number; election.

The legislative authority of the government of the City of Villa Rica, Georgia, except as otherwise specifically provided in this charter, shall be vested in a city council to be composed of a mayor and five (5) councilmen. The mayor and councilmen shall be elected in a manner provided by article V of this charter.

Sec. 2.11. - Qualifications for office.

- (a) No person shall be eligible to serve as mayor or councilman unless he shall have been a resident of the city for a period of not less than one year immediately prior to the date of the election of mayor or members of the council and shall continue to reside therein during his period of service and shall be registered and qualified to vote in municipal elections of the City of Villa Rica, Georgia, and unless he shall meet the qualification standards required for members of the Georgia House of Representatives, as are now or may in the future be prescribed by the Georgia Constitution.
- (b) No person shall be eligible as a candidate for the office of councilman or to remain in office as a councilman, unless he shall reside in the ward for which he is elected.

~~(1989 Ga. Laws (Act No. 227), p. 4425, § 1)~~

Sec. 2.12. ~~-Vacancy; forfeiture of office; filling of vacancies-~~

- ~~(a) Vacancies. The office of mayor or councilman shall become vacant upon the incumbent's death, resignation, forfeiture of office or removal from office in any manner authorized by this charter or the law of the State of Georgia.~~
- ~~(b) Forfeiture of office. The mayor or any councilman shall forfeit his office if he:-~~
 - ~~(1) Lacks at any time during his term of office any qualifications of the office as prescribed by this charter or the laws of the State of Georgia.~~
 - ~~(2) Willfully and knowingly violates any express prohibition of this charter.~~
 - ~~(3) Is convicted of a crime involving moral turpitude.~~
- ~~(c) Filling of vacancies. A vacancy in the office of mayor or councilman shall be filled for the remainder of the unexpired term, if any, as provided for in article V. Sec. 2.13.~~ Compensation and expenses.

The mayor and councilmen shall receive as compensation for their services an amount prescribed by ordinance passed by the council in conformity with the laws of the State of Georgia. The mayor and councilmen shall be entitled to receive their actual and necessary expenses incurred in the performance of their duties of office as prescribed by ordinance.

Sec. ~~2.14~~2.13. - Prohibitions.

- (a) *Holding other office.* Except as authorized by law, no member of the council shall hold any other elective city office or city employment during the term for which he was elected.

- (b) *Voting when personally interested.* Neither the mayor nor any other member of the council shall vote upon any question in which he is personally interested. The mayor and councilmen shall abide by the "Code of Ethics and Prohibited Practices" incorporated in this charter as "appendix A."

Sec. ~~2.15~~2.14. - Inquiries and investigations.

The council may make inquiries and investigations into the affairs of the city and the conduct of any department, office or agency thereof and for this purpose may subpoena witnesses, administer oaths, take testimony and require the production of evidence. Any person who fails or refuses to obey a lawful order issued in the exercise of these powers by the council shall be punished as provided by ordinance.

Sec. ~~2.16~~2.15. - General power and authority of the council.

- (a) Except as otherwise provided by law or by this charter, the council shall be vested with all the powers of government of the City of Villa Rica, Georgia, as provided by article I ~~of this charter~~ and state law.
- (b) In addition to all other powers conferred upon it by law, the council shall have the authority to adopt and provide for the execution of such ordinances, resolutions, rules and regulations, not inconsistent with this charter, the constitution and the laws of the State of Georgia, which it shall deem necessary, expedient or helpful for the peace, good order, protection of life and property, health, welfare, aesthetics, sanitation, comfort, convenience, prosperity or well-being of the inhabitants of the City of Villa Rica, Georgia, and may enforce such ordinance by imposing penalties for violation thereof.
- (c) The council may by ordinance create, change, alter, abolish or consolidate offices, agencies and departments of the city and may assign additional functions to any of the offices, agencies and departments expressly provided for by this charter.

Sec. ~~2.17~~2.16. - Powers and duties of mayor.

The mayor shall be the chief executive official of the city and chief advocate of policy. He shall preside at meetings of the council, shall sign ordinances and resolutions except as otherwise provided by this charter, shall sign deeds, bonds, contracts, and other instruments or documents when authorized by the council to do so. The mayor shall vote only in case of a tie. The mayor shall perform such other duties as may be imposed by this charter or by ordinance of the council not inconsistent therewith.

Secs. ~~2.18~~2.17 - 2.19. - Reserved.

Sec. 2.20. - Organization of council, mayor pro tem.

- (a) The new councilmembers shall be sworn in by ~~the city clerk~~ any officer authorized by law to administer an oath and the oath of office shall be administered ~~to the newly elected members as follows: as required by state law.~~

~~"I do solemnly swear (or affirm) that I will well and truly perform the duties of (mayor or councilman as the case may be) of the City of Villa Rica, Georgia, and that I will support and defend the charter thereof as well as the constitution and laws of the State of Georgia and of the United States of America."~~

- (b) Following the induction of members, the council by majority vote of all the members thereof shall elect one (1) of their members to be mayor pro tem, who shall serve for a term of one (1) year and until his successor is elected and qualified. The mayor pro tem shall preside at meetings of the Council in the temporary absence of the mayor.
- (c) In the event the Mayor is unable to carry out his/her designated duties due to vacation of office, or some other unforeseen circumstance, the mayor pro tem shall immediately assume the position of interim mayor pending a special election to fill the vacancy. The interim mayor shall have all of the powers of the mayor, with the exception of the power of veto. The interim mayor shall retain his/her right to vote as a member of the council. Once the vacancy in the office of the mayor is resolved by law then the interim mayor shall revert back to his/her prior status on the council.

- (d) If the mayor pro tem shall become the interim mayor pursuant to the preceding paragraph then the council shall elect a new mayor pro tem to complete the term of the previous mayor pro tem. If the interim mayor should leave office as set forth in the preceding paragraph then the new mayor pro tem will become the interim mayor.
- (e) The mayor pro tem shall preside at meetings of the city council upon the mayor's absence or in case of the mayor's temporary physical or mental disability, suspension from office, or other unforeseen circumstance preventing the mayor from temporarily carrying out the duties of the office. The mayor pro tem shall have no veto power and shall not assume any other powers of the mayor except that the mayor pro tem shall be authorized to sign contracts, ordinances, and resolutions where the council has authorized him to do so and the mayor has not exercised a veto of the action. When presiding at meetings of the city council, the mayor pro tem may vote on all matters and in all instances in which he would be authorized to vote if he were not presiding.

Sec. 2.21. - Regular and special meetings.

- (a) The council shall hold regular meetings at such places and times as prescribed by ordinance. The council may recess any regular meeting and continue such meetings on any weekday or hour it may fix and may transact any business at such continued meeting as may be transacted at any regular meeting.
- (b) Special meetings of the council may be held on call of the mayor with the consent of at least two (2) members of the council and upon the call of three (3) councilmembers. Notice of such special meetings shall be served on all other members by e-mail personally, ~~or~~ by telephone personally, or shall be left at their residences at least ~~six~~twenty-four (624) hours in advance of the meeting. Such notice shall not be required if the mayor and all councilmen are present when the special meeting is called.
- (c) All meetings of the council shall be public.

Sec. 2.22. - Rules of procedure.

The council shall adopt its rules of procedure and order of business consistent with the provisions of this charter and shall provide for keeping a journal of its proceedings, which shall be of a public record.

Sec. 2.23. - Quorum; voting.

The mayor (or mayor pro tem when presiding) and three (3) councilmen shall constitute a quorum and shall be authorized to transact business of the council. Voting on the adoption of ordinances shall be taken by hand vote and the votes shall be recorded in the journal. When a quorum is present, the affirmative vote of a majority of those councilmen present shall be required for the adoption of any ordinance, resolution or motion except as otherwise provided in this charter.

Sec. 2.24. - Action requiring an ordinance.

- (a) Except as herein provided, every official action of the council which is to become law, shall be by ordinance. Each proposed ordinance ~~or resolution~~ shall be introduced in writing and in the form required for final adoption. No ordinance shall contain a subject which is not expressed in its title. The enacting clause shall be "The Council of the City of Villa Rica, Georgia, hereby ordains"
- (b) An ordinance may be introduced by any member of the council and read at a regular or special meeting of the council. Ordinances shall be considered and adopted or rejected by the council in accordance with the rules which it shall establish. Upon introduction of any ordinance, the clerk shall distribute a copy to the mayor and to each councilman and shall file a reasonable number of copies in the office of the clerk and at such other places as the council may ~~designated~~ designate.
- (c) Formal action by the council on matters of a special or temporary character generally limited to one subject – e.g. approval of contracts or appointments – may be made by resolution. Resolutions may

be introduced by any member of the council or their designees. Resolutions shall be considered or adopted or rejected by the council in accordance with the rules which it shall establish.

Sec. 2.25. - Emergency ordinances.

To meet a public emergency affecting life, health, property or public peace, the council may adopt one (1) or more emergency ordinances, but such ordinances may not levy taxes; grant, renew or extend a franchise; regulate the rate changes by any public utility for its services; or authorize the borrowing of money except as provided by law. An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it shall plainly be designated as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms. An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but the affirmative vote of at least three (3) councilmen shall be required for adoption. It shall become effective upon adoption or at such later time as it may specify. An emergency ordinance may be repealed by adoption of a repealing ordinance in the same manner specified in this section for adoption of emergency ordinances.

Sec. 2.26. - Codes of technical regulations.

- (a) The council may adopt any standard code of technical regulations by reference thereto in any adopting ordinance. The procedure and requirements governing such adopting ordinance shall be as prescribed for ordinances generally except that:
 - (1) The requirements of section 2.24(b) for distribution and filing of copies of the ordinance shall be construed to include copies of any code of technical regulations, as well as the adopting ordinance; and
 - (2) A copy of each adopted code of technical regulations, as well as the adopting ordinance, shall be authenticated and recorded by the clerk pursuant to section 2.27.
- (b) Copies of any adopted code of technical regulations shall be made available by the clerk for distribution or for purchase at a reasonable price.

Sec. 2.27. - Signing; authenticating; recording; codification; printing.

- (a) The clerk or city manager shall authenticate by his signature and record in full in a properly indexed book kept for the purpose of recording all ordinances adopted by the council. ~~Every ordinance adopted by the council shall be presented promptly by the clerk to the mayor.~~
- (b) The council shall provide for the preparation of a general codification of all of the ordinances of the city having the force and effect of law. The general codification shall be adopted by the council by ordinance and shall be published promptly, together with all amendments thereto, with this charter, any amendment thereto, and such codes of technical regulations and other rules and regulations as the city council may specify. This compilation shall be known and cited officially as "The Code of the City of Villa Rica, Georgia." Copies of the code shall be furnished to all officers, departments and agencies of the city and made available for purchase by the public at a reasonable price as fixed by the council.
- (c) The council shall cause each ordinance and each amendment to this charter to be printed promptly following its adoption and the printed ordinance and charter amendments shall be made available for purchase by the public at reasonable prices to be fixed by the council. Following publication of the first Code of the City of Villa Rica, Georgia, and at all times thereafter, the ordinances and charter amendments shall be printed in substantially the same style as the code currently in effect and shall be suitable in form for incorporation therein. The council shall make such further arrangements as deemed desirable with respect to reproduction and distribution of any current changes in or additions to codes of technical regulations and other rules and regulations included in the code.

Sec. 2.28. - Submission of ordinances, resolutions and council measures to the mayor; veto power.

- (a) Every ordinance, written resolution and written measure adopted by the city council shall be presented promptly by the city clerk to the mayor with a transmittal sheet showing the date the document is presented to the mayor.
- (b) The mayor, within ~~10~~ten calendar days of receipt of an approved ordinance, resolution or other council measure, shall return it to the city clerk with or without ~~his~~the mayor's approval, or with ~~his~~the mayor's disapproval. If the ordinance, resolution or other council measure, has been approved by the mayor, it shall become law upon its return to the city clerk; if the ordinance, resolution or other council measure is neither approved nor disapproved, it shall become law at 12:00 noon on the ~~10th~~tenth calendar day after its adoption; if the ordinance, resolution or other council measure is disapproved, the mayor shall submit to the city council through the clerk a written statement of ~~his~~the reasons for ~~his vote~~the veto. The clerk shall record upon the ordinance, resolution or other council measure, the date of its delivery to and receipt from the mayor.
- (c) Ordinances, resolutions or other council measures, vetoed by the mayor shall be presented by the clerk to the city council at its next ~~regular~~ meeting ~~and should~~. If the city council then or at its next regular meeting adopts the ordinance, resolution or other council measure by an affirmative vote of four (4) members, it shall become law. Ordinances, resolutions, or other council measures vetoed by the mayor may also be presented to the council for further action at a special meeting of the council called prior to the second regular meeting of the council following a veto.
- (d) The mayor may disapprove or reduce any item or items of appropriation in any ordinance- within ten calendar days from its adoption. The approved part or parts of any ordinance making appropriations shall become law, and the part or parts disapproved shall not become law unless subsequently passed by the ~~city council~~councilmembers over the mayor's ~~vote as provided herein~~veto as provided in this section. The reduced part or parts shall be presented to the city council as though disapproved and shall not become law unless overridden by the council as provided in subsection (c) of this section.

ARTICLE III. - EXECUTIVE BRANCH

Sec. 3.10. - Administrative and service departments.

- (a) The council, by ordinance, may establish, abolish, merge or consolidate offices, positions of employment, departments and agencies of the city, as they may deem necessary for the proper administration of the affairs and government of the city. The council shall prescribe the functions and duties of existing departments, offices and agencies or of any departments, offices and agencies hereinafter created or established; may provide that the same person shall fill any number of offices and positions of employment; and may transfer or change the function or duties of offices, positions of employment, departments and agencies of the city.
- (b) *****SUBSECTION (b) – ONE OF THE FOLLOWING 3 ALTERNATIVES*****
 - 1. The operations and responsibilities of each department now or hereafter established in the city shall be distributed among such divisions or bureaus as may be provided by ordinance of the council. Each department shall consist of such officers, employees and positions as may be provided by this charter or by ordinance and shall be subject to the direct supervision and guidance of the city manager and to the general supervision and guidance of the mayor and council.
 - 2. The operations and responsibilities of each department now or hereafter established in the city shall be distributed among such divisions or bureaus as may be provided by ordinance of the council. Each department shall consist of such officers, employees and positions as may be provided by this

charter or by ordinance and shall be subject to the direct supervision and guidance of the city manager ~~and~~.

3. The operations and responsibilities of each department now or hereafter established in the city shall be distributed among such divisions or bureaus as may be provided by ordinance of the council. Each department shall consist of such officers, employees and positions as may be provided by this charter or by ordinance and shall be subject to the general supervision and guidance of the mayor and council.
- (c) Except as otherwise provided by this charter, the directors of departments and other appointed officers of the city shall serve at the pleasure of the appointing authority. Vacancies occurring in an appointive office shall be filled in the same manner as prescribed by this charter for an original appointment.
 - (d) Except as otherwise provided by law, the directors of departments and other appointed officers of the city shall be appointed solely on the basis of their respective administrative and professional qualifications.
 - (e) All appointive officers and directors of departments shall receive such compensation as prescribed by ordinance of the city council.

*****POLICY DECISION*****

Sec. ~~3.11. - Boards, commissions and authorities.~~ 3.11 – Council's interference with administration.

The city council or its members shall deal with city officers and employees who are subject to the direction and supervision of the city manager solely through the city manager, and neither the city council nor its members shall give orders to any such officer or employee, either publicly or privately.

Sec. 3.12. - Boards, commissions and authorities.

- (a) All members of boards, commissions and authorities of the city shall be appointed by the council for such terms of office and such manner of appointment as provided by ordinance, except where other appointing authority, term of office or manner of appointment is prescribed by this charter or by applicable state law.
- (b) No voting member of any board, commission or authority shall hold any elective office in the city, except ~~for the gas board and the hospital board (government related boards, commissions or authorities)~~ as may be specifically allowed by city ordinance or state law.
- (c) Any vacancy in office of any member of a board, commission or authority of the city shall be filled for the unexpired term in the manner prescribed herein for the original appointment, except as otherwise provided by this charter or any applicable state law.
- (d) No member of any board, commission or authority shall assume office until he shall have executed and filed with the clerk of the city an oath obligating himself to faithfully and impartially perform the duties of his offices, such oath to be prescribed by ordinance of the council and administered by the mayor.
- (e) Any member of a board, commission or authority may be removed from office for cause by a vote of a majority of the members of the city council.
- (f) Members of boards, commissions, and authorities may receive such compensation and expenses in the performance of their official duties as prescribed by ordinance.
- (g) The qualifications required of members of boards, commissions, and authorities shall be prescribed by ordinance.

- (h) Except as otherwise provided by this charter or by applicable state law, each board, commission or authority of the city government shall elect one (1) of its members as chairman and one (1) member as vice chairman for terms of one (1) year ~~and. The board, commission, or authority~~ may elect ~~as its secretary~~ a city employee ~~of to serve as a non-voting clerk to the city body.~~ Each board, commission or authority of the city government may establish (after approval by the mayor and city councilmen) such bylaws, rules and regulations, not inconsistent with this charter, ordinances of the city or applicable state law, as it deems appropriate and necessary for the conduct of its affairs, copies of which shall be filed with the clerk of the city.

Secs. ~~3.12~~3.13—3.19. - Reserved.

Sec. 3.20. - City manager; appointment, qualification and compensation.

The council may appoint for an indefinite term, an officer whose title shall be city manager. The manager may be appointed solely on the basis of his executive and administrative qualifications with special reference to his educational background and his actual experience in and knowledge of, the duties of office as hereinafter prescribed. The manager shall serve at the pleasure of the council. At the time of his appointment, the city manager need not be a resident of the city and neither shall he be required to reside therein during his tenure of office. ~~The city manager shall be required to live within a close proximity to the city during his tenure of office.~~

~~(1977 Ga. Laws, (Act No. 594), p. 4092, § 1)~~

Sec. 3.21. - Chief administrative officer.

The manager shall be chief administrative officer of the government of the City of Villa Rica, Georgia. He shall be responsible to the council for the proper and efficient administration of the affairs of the city.

Sec. 3.22. - Powers and duties.

As chief administrative officer, the manager shall have the power to appoint all city officers and department directors with the approval of the council. He shall also have such other powers and duties as are vested in him by this charter and by ordinance.

**** SECTION 3.23 - ONE OF THE 2 FOLLOWING ALTERNATIVES****

ALT. 1

Sec. 3.23. ~~Grounds for removal.~~ Removal of city manager.

~~The manager shall be subject to removal from office for any one (1) or more of the following causes:~~
city manager is employed at will and may be summarily removed from office at any time by the city council subject to the terms of any employment agreement.

~~(a) Incompetence, misfeasance or malfeasance in office;~~

~~(b) Conviction of a crime involving moral turpitude;~~

~~(c) Failure at any time to possess any of the qualifications of office as provided by this charter or by law;~~

~~(d) Wilful violation of any express prohibition of this charter;~~

~~(e) — Abandonment of office or neglect to perform the duties thereof; or~~

~~(f) — Failure for any other cause to perform the duties of office as required by this charter or by law~~

ALT. 2

Sec. ~~3.24.~~ — Procedure for removal. 3.23. — Removal of city manager.

~~The removal of the city manager from office shall be accomplished by action of three (3) affirmative votes of the entire membership of the council. In the event the manager is sought to be removed by the action of the council, he shall be entitled to a written notice specifying the ground or grounds for removal and to a public hearing with assistance of legal counsel if he so desires. The public hearing shall be held not less than 15 days after the service of such written notice. The city manager shall be suspended upon receipt of the written notice but he shall be entitled to receive compensation for a period of 30 days from the receipt of the written notice. The manager shall have the right of appeal from the decision of the council to the Superior Court of Carroll County. Such appeal shall be governed by the same rules as govern appeals to the superior court from the municipal court.~~

(1977 Ga. Laws (Act No. 594), p. 4092, § 2)

(a) The city council may remove the manager from office in accordance with the following procedures:

(1) The city council shall adopt by affirmative vote of a majority of all its members a preliminary resolution which must state the reasons for removal and may suspend the manager from duty for a period not to exceed 45 days. A copy of the resolution shall be delivered promptly to the manager.

(2) Within five (5) days after a copy of the resolution is delivered to the manager, the manager may file with the city council a written request for a public hearing. This hearing shall be held within thirty (30) days after the request is filed. The manager may file with the council a written reply not later than five (5) days before the hearing.

(3) If the manager has not requested a public hearing within the time specified in paragraph (2) above, the city council may adopt a final resolution for removal, which may be made effective immediately, by an affirmative vote of a majority of all its members. If the manager has requested a public hearing, the city council may adopt a final resolution for removal, which may be made effective immediately, by an affirmative vote of a majority of all its members at any time after the public hearing.

(b) The manager may continue to receive a salary until the effective date of a final resolution of removal.

Secs. ~~3.25~~3.24—3.29. - Reserved.

Sec. 3.30. - City clerk.

The city manager shall appoint a city clerk to keep a journal of the proceedings of the city council and to maintain in a safe place all records and documents pertaining to the affairs of the city and to perform such other duties as may be required by law or as the city manager may direct.

Sec. 3.31. - Tax collector.

The city manager may appoint, subject to the approval of the city council, a tax collector to collect all taxes, licenses, fees and other monies belonging to the city, subject to the provisions of this charter and

the ordinances of the city, and the tax collector shall diligently comply with and enforce all general laws of Georgia relating to the collection, sale or foreclosure of taxes by municipalities.

Sec. 3.32. - City attorney.

The city manager ~~may appoint~~, subject to the approval of the city council, shall appoint and may terminate a city attorney, together with such assistant city attorneys, as may be authorized ~~by ordinance.~~ The council, and shall provide for the payment of such attorney or attorneys for services rendered to the city ~~as directed by ordinance.~~ The city attorney shall be responsible for ~~representing and defending~~ providing for the representation and defense of the city in all litigation in which the city is a party; may be the prosecuting officer in the municipal court; shall attend the meetings of the council as directed; shall advise the city council, mayor, ~~council~~, and other officers and employees of the city concerning legal aspects of the city's affairs; and shall perform such other duties as may be required ~~of him~~ by virtue of ~~his~~ the person's position as city attorney.

~~(1977 Ga. Laws (Act No. 594), p. 4092, § 3)~~ The city attorney is not a public official of the city and does not take an oath of office. The city attorney shall at all times be an independent contractor. A law firm, rather than an individual, may be designated as the city attorney.

Sec. 3.33. - City accountant.

The city manager may appoint or terminate, subject to the approval of the city council, a city accountant to perform the duties of an accountant.

Sec. 3.34. - Consolidation of functions.

The city manager, with the approval of the council, may consolidate any two (2) or more of the positions of city clerk, city tax collector, and city accountant, or any other positions or may assign the functions of any or more of such positions to the holder or holders of any other positions. The city manager may also, with the approval of the city council, perform all or any part of the functions of any of the positions or offices in lieu of appointing other persons to perform the same.

Secs. 3.35—3.39. - Reserved.

Sec. 3.40. - Position classification and pay plans.

The city ~~council~~ manager shall be responsible for the preparation of a position classification and pay plan which shall be submitted to the council for approval. Said plans may apply to all employees of the City of Villa Rica, Georgia, and of any of its agencies and offices. When a pay plan has been adopted the council shall not increase or decrease the grade or step categories of individual employees except by amendment of said plan.

Sec. 3.41. - Personnel policies.

The council shall adopt rules and regulations consistent with this charter concerning:

- (1) The method of employee selection and probationary periods of employment;
- (2) The administration of position classification and pay plan, methods of promotion and application of service ratings thereto and transfer of employees within the classification plan;
- (3) Hours of work, vacation, sick leave and other leaves of absence, overtime pay and the order and manner in which layoffs shall be effected; and
- (4) Such other personnel policies as may be necessary to provide for adequate and systematic handling of the personnel affairs of the City of Villa Rica, Georgia.

ARTICLE IV. - JUDICIAL BRANCH

Sec. 4.10. - Municipal court; creation.

There is hereby established a court to be known as the Municipal Court of the City of Villa Rica, Georgia, which shall have jurisdiction and authority to try offenses against the laws and ordinances of said city and state as allowed by state law and to punish for a violation of the same. Such court shall have the power and authority to enforce its judgments by the imposition of such penalties as may be provided by law; to punish witnesses for nonattendance, and to punish also any person who may counsel or advise, aid, encourage or persuade another whose testimony is desired or material in any proceeding before said court, to go or move beyond the reach of the process of the court; to try all offenses within the territorial limits of the city constituting traffic cases which under the laws of Georgia are placed within the jurisdiction of municipal or police courts to the extent of, and in accordance with the provisions of such laws and all laws subsequently enacted amendatory thereof. Said court shall be presided over by the judge of said court. In the absence or disqualification of the judge, the judge pro tem shall preside and shall exercise the same powers and duties as the judge when so acting. ~~Should both the judge and the judge pro tem become disqualified, then any member of the council may be designated to preside with the same powers and duties as the judge when so acting.~~ **Editor's note**—The designation of a council member to sit as the municipal court judge upon the disqualification of an existing municipal court judge or judge pro tem is no longer valid and has been preempted by state law.

Sec. 4.11. - Judge.

- (a) No person shall be qualified or eligible to serve as judge unless he shall have attained the age of 21 years and shall be a member of the State Bar of Georgia. The judge shall be appointed by the council and shall serve at the discretion of the council. The compensation of the judge shall be fixed by the council.
- (b) The judge pro tem shall serve in the absence of the judge, shall have the same qualifications as the judge, shall be appointed by the council, and shall take the same oath as the judge.
- (c) Before entering on duties of his office, the judge shall take an oath before an officer duly authorized to administer oaths in this state, that he will truly, honestly, and faithfully discharge the duties of his office to the best of his ability, without fear, favor or partiality. The oath shall be entered upon the minutes of the council.
- (d) The city attorney shall not serve as the judge or judge pro tem of the municipal court.

~~**Editor's note**—The qualifications for municipal court judges as described under subsection (b) of § 4.11 of this Charter were changed by state law in 2011. According to O.C.G.A. § 36-32-1.1, "[m]unicipal court judges shall be licensed to practice law in the State of Georgia and an active member in good standing of the State Bar of Georgia." However, any current municipal court judge who does not meet the qualifications required by O.C.G.A. § 36-32-1.1 but was serving on the bench as of June 30, 2011, may continue to serve as municipal court judge as long as he or she is in compliance with O.C.G.A. § 36-32-27.~~

Sec. 4.12. - Convening.

Said court shall be convened at such times as designated by ordinance or at such times as deemed necessary to keep current the dockets thereof.

Sec. 4.13. - Jurisdiction; powers.

- (a) The municipal court shall try and punish for crimes against the City of Villa Rica and for violation of its ordinances and laws of the state for which jurisdiction has been granted to municipal courts. The

municipal court shall have authority to punish those in its presence for contempt, provided that such punishment shall not exceed ~~\$5,000.00~~ 1,000.00 or 12 months in jail. The municipal court may fix punishment for offenses within its jurisdiction not exceeding a fine of ~~\$5,000.00~~ 1,000.00 or as otherwise may be provided by state law or imprisonment for 12 months or both and, in addition, may sentence any offender upon conviction to community service for a period not exceeding 30 days.

- (b) The municipal court shall have authority to establish a schedule of fees to defray the costs of operation and shall be entitled to reimbursement of the cost of meals, transportation and caretaking of prisoners bound over to state or superior courts for violation of state laws.
- (c) The municipal court shall have authority to establish bail and recognizances to insure the presence of those charged with violations before said court, and shall have discretionary authority to accept cash or personal or real property as surety for appearance of persons charged with violations. Whenever any person shall give bail for his appearance and shall fail to appear at the time fixed for trial, his bond shall be forfeited by the judge presiding at such time and an execution issued thereon by serving the defendant and his sureties with a rule nisi, at least two (2) days before a hearing on the rule nisi. In the event that cash or property is accepted in lieu of bond for security for the appearance of a defendant at trial and if such defendant fails to appear at the time and place fixed for trial, the cash so deposited shall be on order of the judge declared forfeited to the City of Villa Rica, or the property so deposited shall have a lien against it for the value forfeited, which lien shall be enforceable in the same manner and to the same extent as a lien for city property taxes.
- (d) The municipal court shall have the authority to bind prisoners over to the appropriate court when it appears by probable cause that a state law has been violated.
- (e) The municipal court shall have the authority to administer oaths and to perform all other acts necessary or proper to the conduct of said court.
- (f) The municipal court may compel the presence of all parties necessary to a proper disposal of each case by the issuance of summons, subpoena and warrants which may be served and executed by any officer as authorized by this charter or by state law.
- (g) The municipal court is specifically vested with all of the jurisdiction and powers throughout the entire area of the City of Villa Rica granted by state laws generally to mayor's, recorder's, and police courts, and particularly by such laws as authorize the abatement of nuisance.

~~(1999 Ga. Laws (Act No. 98), p. 3979, § 1)~~

Sec. 4.14. - ~~Appeal~~Certiorari.

The right of ~~appeal and any bond as may be required to secure the costs of appeal to the Superior Court of Carroll County, Georgia, from the mayor's court shall lie in the same manner and under the same procedure as generally prescribed for appeals and appeal bonds from the probate court. Provided that any person who fails to file his appeal within 10 days of the date of his conviction shall be deemed to have waived any such right. An appeal to the superior court shall be a de novo proceeding.~~ certiorari from the decision and judgment of the municipal court shall exist in all criminal cases and ordinance violation cases, and such certiorari shall be obtained under the sanction of a judge of the Superior Court of Carroll County under the laws of the State of Georgia regulating the granting and issuance of writs of certiorari.

Sec. 4.15. - Rules for court.

With the approval of the council, the judge shall have full power and authority to make reasonable rules and regulations necessary and proper to secure the efficient and successful administration of the municipal court; provided, however, that the ~~council may adopt in part or in toto the rules and regulations relative to the procedure of the operation of the superior court under~~ Court shall comply with the general laws of the State of Georgia. The rules and regulations made or adopted for said court shall be filed with the city clerk, shall be available for public inspection and, upon request, a copy ~~shall~~ may be furnished to all defendants in municipal court proceedings at least 48 hours prior to said proceedings.

ARTICLE V. - ELECTIONS

Sec. 5.10. - Elections; terms of office.

- (a) The mayor and councilmembers who are serving as such on ~~July~~January 1, ~~2002~~2017, and any person selected to fill a vacancy in any such office shall continue to serve as such officers until the regular expiration of their respective terms of office and upon the election and qualification of their respective successors. Wards 1, 2, 3, 4, and 5, as they exist on ~~July~~January 1, ~~2002~~2017, shall continue to be designated as Wards 1, 2, 3, 4, and 5, respectively, ~~but as newly described under this Act, and on and after July 1, 2002, such members of the board serving from those former wards shall be deemed to be serving from and representing their respective wards as newly described under this Act.~~
- (b) At the general municipal election on ~~2003~~2019, there shall be elected a mayor and councilmembers to represent wards 1 and 2. Such officers shall have terms of office expiring December 31, ~~2007~~2023; and their successors shall be elected at the general municipal election in ~~2007~~2023 and quadrennially thereafter for terms of four years.
- (c) At the general municipal election on ~~2005~~2017, there shall be elected councilmembers to represent wards 3, 4, and 5. Such officers shall have terms of office expiring December 31, ~~2009~~2021; and their successors shall be elected at the general municipal election in ~~2009~~2021 and quadrennially thereafter for terms of four years.
- (d) All elections for the office of mayor shall be by the voters of the entire city. Each election for the office of councilmember shall be by only the voters of the ward the councilmember is to represent. All elections shall be by a majority (50% plus one) of the votes cast.
- (e) All general municipal elections shall be held on the Tuesday after the first Monday in November.
- (f) Persons newly elected as mayor or councilmember at any general municipal election shall take office on January 1 following the election.
- (g) The mayor and all councilmembers shall serve for the terms specified in this section and until their successors are elected and qualified.
- (h) The boundaries of the five wards for elections for councilmembers shall ~~be~~ Mid-correspond to those five numbered districts described in aid attached to and made a part of this Act and further identified as Plan Name: ~~villaricapl~~ Plan Type: Local User: Tara Administrator: Villa rica.villaricapropl – Tiger 210. Such attachment may also be referred to as Appendix B of the city charter. Wards 1, 2, 3, 4, and 5 shall be the same territory identified in such attachment as districts 1, 2, 3, 4, and 5 respectively.
- (i) When used in such attachment, the terms Tract' and HG' (Block Group) shall mean and describe the same geographical boundaries as provided in the report of the Bureau of the Census for the "United States decennial census of ~~2000~~2010 for the State of Georgia. The separate numeric designations in a Tract description which are underneath a 'BG' heading shall mean and describe individual Blocks within a Block Group as provided in the report of the Bureau of the Census for the United States decennial census of ~~2000~~2010 for ~~fee~~ the State of Georgia. Any part of the City of Villa Rica which is not included in any such ward or district described in that attachment shall be included within that ward or district contiguous to such part which contains the least population according to the United States decennial census of ~~2000~~2010 for the State of Georgia. Any part of the City of Villa Rica which is described in that attachment as being in a particular ward or district shall nevertheless not be included within such ward or district if such part is not contiguous to such ward or district. Such noncontiguous part shall instead be included within that ward or district contiguous to such part which contains the least population according to title United States decennial census of ~~2000~~2010 for the State of Georgia. Except as otherwise provided in the description of any council ward or district,

whenever the description of such ward or district refers to a named city, it shall mean the geographical boundaries of that city as shown on the census map for the United States decennial census of ~~2000~~2010 for the State of Georgia.

~~(1989 Ga. Laws (Act No. 227), p. 4425, § 2; 2002 Ga. Laws (Act No. 517), p. 4225, § 1)~~

~~**Editor's note**—The descriptions of the wards contained in the attachment to this Act (2002 Ga. Laws (Act No. 517), p. 4225), was not included in this reprinting of the charter at the discretion of the editor.~~

Sec. 5.11. - Qualifying; nomination of candidates; absentee ballots.

The council may by ordinance, when permitted by state law, prescribe rules and regulations governing qualifying fees, nomination of candidates, absentee ballots, write-in votes, challenge of votes, and such other rules and regulations as may be necessary for the conduct of elections in the City of Villa Rica.

Secs. 5.12—5.19. - Reserved.

Sec. 5.20. - Applicability of general laws.

The procedures and requirements for election of all elected officials of the City of Villa Rica as to primary, special or general elections shall be in conformity with the provisions of ~~{state law}~~ as now or hereafter amended.

Sec. 5.21. - Special elections; vacancies.

In the event that the office of the mayor or councilman shall become vacant for any cause whatsoever, the council or those remaining shall order a special election to fill the balance of the unexpired term of such office; provided, however, if such vacancy occurs within ~~90 days~~12 months of the expiration of the term of office of the mayor or councilman, said vacancy in office ~~shall~~may be filled by appointment by the remaining members of the council. Said appointee shall be a qualified person and, if for council, a resident of the unrepresented ward. Both special elections and qualifications of candidates therefor shall conform to the applicable provisions of this charter and the [Georgia Election Code, O.C.G.A. § 21-2-1 et seq.] as now or hereafter amended.

Sec. 5.22. – Other provisions.

Except as otherwise provided by this charter, the city council shall, by ordinance, prescribe such rules and regulations it deems appropriate to fulfill any options and duties under the Georgia Election Code.

Secs. ~~5.22~~5.23—5.29. - Reserved.

***** POLICY DECISION*****

Sec. 5.30. - Removal of ~~elective~~ officers; ~~grounds for removal.~~

(a) The mayor ~~or any councilman shall be subject to removal~~, councilmembers, or other appointed officers provided for in this charter shall be removed from office for any one ~~(1)~~ or more of the following causes: causes provided in Title 45 of the Official Code of Georgia Annotated, or such other applicable laws as are or may hereafter be enacted.

~~(1) Incompetence, misfeasance or malfeasance in office;~~

~~(2) Conviction of a crime involving moral turpitude;~~

- ~~(3) Failure at any time to possess any of the qualifications of office as provided by this charter or by state law;~~
- ~~(4) Willful violation of any express prohibition of this charter;~~
- ~~(5) Abandonment of office or neglect to perform the duties thereof; or~~
- ~~(6) Failure for any other cause to perform the duties of office as required by this charter or by law.~~

~~Sec. 5.31. -- Procedures for removal.~~

(b) Removal of an elected officer from office may pursuant to subsection (a) of this section shall be accomplished by one (1) of the following methods:

- ~~(1) By action of three fourths (¾) vote of the remaining membership of the council with the councilmen under consideration not being allowed to vote. In the event an elected officer is sought to be removed by the action of the council, such officer shall be entitled to a written notice prepared by the council specifying the ground for removal and to a public hearing before the council which shall be held not less than 20 days after the service of such written notice. Such elected officer shall have the right of assistance from legal counsel at such public hearing. Any elected officer sought to be removed from office as herein provided shall have the right of appeal from the decision of the council to the Superior Court of Carroll County. Such appeal shall be governed by the same rules as govern appeals to the superior court from the municipal court. an order of the Superior Court of Carroll County following a hearing on a complaint seeking such removal brought by any resident of the City of Villa Rica.~~
- ~~(2) By information filed in the Superior Court of Carroll County~~recall election as provided by state law.
- ~~(3) By a recall election. A recall of an incumbent of an elective office shall be initiated upon a written request to that effect signed by at least 25 percent of the registered voters eligible to vote for such office in the last preceding general municipal election. The council shall prescribe rules and regulations governing the initiation and preparation of such written request and the procedures for holding the recall election. If at such election a majority of the registered voters voting in such recall election approve the recall of an incumbent, upon certification of the results of the election, the office shall be vacant. If a majority of the registered voters voting in a recall election shall disapprove the recall of an incumbent, he shall remain in office. any other method permitted by state law.~~

ARTICLE VI. - FINANCE AND FISCAL

Sec. 6.10. - Property taxes.

All property subject to the taxation for state and county purposes, assessed as of January 1 in each year, shall be subject to the property tax levied by the City of Villa Rica. The city will use the county assessment for the year in which the city taxes are to be levied and the county is to furnish appropriate information for such purpose unless otherwise directed by state law. The maximum general operation millage rate will be ~~13 mills~~that permitted by state law.

Sec. 6.11. - Tax levy.

The council shall be authorized to levy an ad valorem tax on all real and personal property within the corporate limits of the city as permitted by state law for the purpose of raising revenues to defray the costs of operating the city government, providing governmental services and for any other public purposes as

determined by the council in its discretion. The council is also authorized to provide for sufficient levy to pay principal and interest on general obligations. ~~The City of Villa Rica is hereby exempted from the provisions of Georgia Code sections 92-4101 through 92-4104 [O.C.G.A. §§ 92-4101 through 92-4104] inclusive.~~

Sec. 6.12. - Tax due dates and tax bills.

The council shall provide by ordinance when the taxes of the city shall fall due and in what length of time said taxes may be paid and shall provide by ordinance for the payment of taxes due to the city in installments, or in one (1) lump sum and when and how and upon what terms such taxes shall be due and payable, as well as to authorize the voluntary payment of taxes prior to the time when due.

Sec. 6.13. - Collection of delinquent taxes.

The council may provide by ordinance for the collection of delinquent taxes by fi. fa. issued by the city clerk and executed by any police officer of the city under the same procedure provided by the laws governing execution of such process from the superior court, or by the use of any other available legal processes and remedies. The council shall be authorized to impose ~~an~~ interest and penalty upon delinquent tax payments ~~to the city in an amount not to exceed 10 percent~~ as may be authorized by state law. A lien shall exist against all property upon which city property taxes are levied, as of the assessment date of each year, which lien shall be superior to all other liens, except that it shall have equal dignity with those of federal, state or county taxes. In cases of hardship, the council shall have discretionary authority to waive any and all penalties imposed by this charter on delinquent taxes, assessments, or on other amounts due to the city.

Sec. 6.14. - Licenses, occupational taxes, excise taxes.

The council by ordinance shall have full power to levy such license and specific or occupational taxes upon the residents of the City of Villa Rica, both individual and corporate, and on all those who transact or offer to transact business therein, as the council may deem expedient for the public health, safety, benefit, convenience or advantage of the city; to classify businesses, occupations, professions or callings for the purpose of such taxation in any way which may be lawful; to require such persons to procure licenses; to compel the payment of such licenses by execution or any other lawful manner; and to make laws and regulations necessary or proper to carry out the powers herein conferred and to prescribe penalties for the violation thereof. The council shall have full power and authority to levy an excise tax not prohibited by general law.

Sec. 6.15. - Sewer service charges.

The council by ordinance shall have the right, power and authority to assess and collect fees, charges and tolls for sewer services rendered both within and without the corporate limits of the City of Villa Rica, to provide for the cost and expense of providing for the collection and disposal of sewage through the sewage facilities of the city. If unpaid, said sewer service charge shall constitute a lien against any property of persons served, which lien shall be second in priority only to liens for county and city property taxes and shall be enforceable in the same manner and under the same remedies as a lien for city property taxes.

Sec. 6.16. - Sanitary and health service charge.

The council shall have authority by ordinance to provide for, to enforce, to levy and collect the cost of sanitary and health services necessary in the operation of the city from all individuals, firms and corporations, residing in or doing business in said city benefitting from such services. Such authority shall include the power to assess, levy, and collect annual or monthly sanitary taxes or fees in such amount or amounts and based upon and in accordance with such classification of property and sanitary service or services provided, as may be fixed by ordinance. Said sanitary taxes and the assessment thereof shall be a charge and lien against the real estate in respect to which said taxes are so assessed and the owner or

owners thereof, superior to all other liens except liens for county and city property taxes and shall be enforceable in the same manner and under the same remedies as a lien for city property taxes.

Sec. 6.17. - Special assessments.

The council shall have power and authority to assess all or part of the cost of constructing, reconstructing, or improving any public way, street, sidewalk, curbing, gutters, sewers, water systems, gas systems or other utility mains and appurtenances, against the abutting property owners, under such terms and conditions as may be prescribed by ordinance. Such special assessments shall become delinquent 30 days after their due dates, shall thereupon be subject, in addition to fi. fa. charges, to a penalty of 10 percent and shall thereafter be subject to interest at the rate of seven percent (7%) per annum from date due until paid. A lien shall exist against the abutting property superior to all other liens, except that it shall be of equal dignity with liens for county and city property taxes; and said lien shall be enforceable by the same procedure and under the same remedies as provided for in this article for city property taxes.

Sec. 6.18. - Transfer of executions.

The city clerk shall be authorized to assign or transfer any fi. fa. or execution issued for any tax, or for any street, sewer, or other assessment in the same manner and to the same extent as provided by Georgia law, regarding sales and transfers of tax fi. fas. Provided that, upon levy of execution and sale of property pursuant to such tax fi. fa., whether assigned, transferred or executed by the city, the owner of such property, in fee simple or lesser interest, shall not lose his right to redeem the property in accord with the requirements of redemption of property sold under state or county ad valorem tax fi. fas., as said requirements now exist or may be hereinafter provided by law.

Sec. 6.19. - General obligation bonds.

The council shall have the power to issue bonds for the purpose of raising revenue to carry out any project, program, or venture authorized under this charter or the general laws of the state. Such bonding authority shall be exercised in accordance with the laws governing bond issuance by municipalities in effect at the time said issue is undertaken.

Sec. 6.20. - Revenue bonds.

Revenue bonds may be issued by the city council as ~~provided by an act of the General Assembly of Georgia, approved March 31, 1937, known as the Revenue Bond Law (1937 Ga. Laws, page 761)~~permitted by state law, as now or hereafter amended, or by any other Georgia law as now or hereafter provided.

Sec. 6.21. - Short-term notes.

Pursuant to applicable state law, the city may obtain temporary loans between January 1 and December 31 of each year.

Secs. 6.22—6.29. - Reserved.

Sec. 6.30. - Fiscal year.

The council shall set the fiscal year by ordinance. Said fiscal year shall constitute the budget year and the year for financial accounting and reporting of each and every office, department, institution, agency and activity of the city government, unless otherwise provided by state or federal law.

Sec. 6.31. - Preparation of the budget.

The council shall provide by ordinance the procedures and requirements for the preparation and execution of an annual budget including requirements as to the scope, content, and form of such budget.

Sec. 6.32. - Submission of the budget to the city council.

On, or before a date fixed by the council, the city manager shall submit to the council a proposed budget for the ensuing fiscal year. The budget shall be accompanied by a message from the mayor containing a statement of the general fiscal policies of the city, the important features of the budget, explanation of major changes recommended for the next fiscal year, a general summary of the budget and such other comments and information as he may deem pertinent. The budget, the budget message and all supporting documents shall be filed in the office of the city clerk and shall be open to public inspection.

Sec. 6.33. - Action by council on budget.

- (a) The council may amend the budget proposed by the city manager; except that the budget as finally amended and adopted must provide for all expenditure required by law or by other provisions of this charter and for all debt service requirements for the ensuing fiscal year and the total appropriations from any fund shall not exceed the estimated fund balance, reserves and revenues, constituting the fund availability of such fund.
- (b) The council shall adopt the final budget for the ensuing fiscal year not later than the last day of the old fiscal year. If the council fails to adopt the budget by this date, the amounts appropriated for operation for the current year shall be deemed adopted for the ensuing fiscal year on a month to month basis, with all items prorated accordingly until such time as the council adopts a budget for the ensuing fiscal year. Such adoption shall take the form of an appropriation ordinance setting out the estimated revenues in detail by sources and making appropriations according to fund and by organization unit, purpose or activity as set out in the budget document.
- (c) The amount set out in the adopted budget for each organizational unit shall constitute the annual appropriation for such item, and no expenditure shall be made or encumbrance created in excess of the otherwise unencumbered balance of the appropriations, or allotment thereof, to which it is chargeable unless authorized by the council.
- (d) The council shall be authorized to establish a tax millage rate each year after the submission of the budget to the council to ensure that the necessary revenue will be available to meet the appropriations provided for in the budget. The tax millage rate levied by the council shall not exceed 13 mills to cover general operating expenses. An additional millage rate may be levied for the retirement of bonded indebtedness.

Sec. 6.34. - Property tax levies.

~~As the next order of business following~~ Following adoption of the budget, the council shall levy by ordinance an annual tax on all real and personal property within the City of Villa Rica. The tax rate set by such ordinance shall be such that reasonable estimates of revenues from such levy shall at least be sufficient, together with other anticipated revenues, fund balances and applicable reserves, to equal the total amount appropriated for each of the several funds set forth in the annual budget for defraying the expenses of the general government of the City of Villa Rica.

Sec. 6.35. - Additional appropriations.

The council may make appropriations in addition to those contained in the current budget, at any regular or special meeting called for such purpose, but any such additional appropriations may be made only from an existing unappropriated surplus in the fund to which it applies.

Secs. 6.36—6.39. - Reserved.

Sec. 6.40. - Procurement and property management; contracting procedures.

All contracts shall be made or authorized by the council and no contracts shall bind the city unless reduced to writing and approved by the council. All contracts and all ordinances or resolutions making contracts or authorizing the same, shall be drawn by the city attorney or shall be submitted to him before authorization by the council.

Sec. 6.41. - Centralized purchasing.

- (a) The council shall, by ordinance prescribe procedures for a system of centralized purchasing for the City of Villa Rica.
- (b) The council may sell and convey any real or personal property owned or held by the City of Villa Rica for governmental or other purposes, ~~at a public or private sale, with or without advertisement, for such consideration as it shall deem equitable and just for~~ in accordance with state law and the ordinances of the city.
- (c) The council may quitclaim any rights it may have in property not needed for public purposes upon report by the city manager and adoption of a resolution, both finding that the property is not needed for public or other purposes and that the interest of the city has no readily ascertainable monetary value.
- (d) Whenever in opening, extending or widening any street, avenue, alley or public place of the city, a small parcel or tract of land is cut off or separated by such work from a larger tract or boundary of land owned by the city, the council may authorize the city manager to execute and deliver in the name of the city a deed conveying said cut off or separated parcel or tract of land to and abutting or adjoining property owner or owners in exchange for rights-of-way of said street, avenue, alley or public place or in settlement of any alleged damages sustained by said abutting adjoining property owner. All deeds and conveyances heretofore and hereafter so executed and delivered shall convey all title and interest the city has in such property, notwithstanding the fact that no public sale after advertisement was or is hereafter made.

ARTICLE VII. - MUNICIPAL SERVICES AND REGULATORY FUNCTIONS

Sec. 7.10. - Municipal services; streets.

The council is hereby vested with the power to lay out, open, widen, change, straighten, alter, improve, vacate, abandon and otherwise to exercise complete control over the streets, alleys, squares and sidewalks of the City of Villa Rica. The council shall provide for the removal of any and all obstacles and nuisances in regard to the streets, alleys, or sidewalks or other public places within the city and shall adopt appropriate ordinances to accomplish this purpose.

Sec. 7.11. - Municipal utilities.

The council shall have the power and authority to acquire, own, hold, build, maintain and operate a system of waterworks, electric lights, sewerage and gas distribution; to establish rates and charge fees for services rendered in any of said systems; to finance any of said systems through appropriate bond issues in accordance with the laws of Georgia; to exercise the power of eminent domain in regard to any of said systems, both within and without the corporate limits; and to contract to furnish the services of said systems to consumers outside the corporate limits of the City of Villa Rica.

Sec. 7.12. - Sewers and drains.

The council shall have the power and authority to provide for the establishment, extension and maintenance of a system of sewers and drains, together with a sewerage disposal system. This power includes the authority to extend said system beyond the corporate limits. For these purposes the city is granted the power of eminent domain both within and without the corporate limits. The council may provide by ordinances for reasonable connection fees for tapping on to the water and sewer lines of said city and may compel citizens to tap into the same when such services are made available. They may cause said connection to be made when the owners refuse and issue executions to be made for the

amount so expended, which execution shall create a lien on the property connected with said water and sewerage system from the date of the order or connection.

Sec. 7.13. - Rights-of-way.

The City of Villa Rica shall have the right, easement and franchise of laying the necessary mains, pipes, conduits and drains, for waterworks and sewerage system purposes along the highways in the Counties of Carroll and Douglas ~~without cost~~; it shall have full power and authority to enact and enforce such rules, regulations, and ordinances as may be necessary to protect the water basin and watershed, from which the water supplies taken, from contamination and to protect said waterworks and sewerage system, including the mains, pipes and conduits whether the same be situated within or without the corporate limits of said city.

Sec. 7.14. - Eminent domain.

The council is hereby empowered to acquire, construct, build, operate and maintain public ways, parks, public grounds, cemeteries, markets, market houses, public buildings, libraries, sewers, drains, sewage treatment, waterworks, electrical systems, gas systems, airports, hospitals and charitable, educational, recreational, sport, curative, corrective, detentional, penal and medical institutions, agencies and facilities and any other public improvements inside or outside the city, and to regulate the use thereof, and for such purposes, property may be taken under [O.C.G.A. title 22], subject to such amendments as shall be enacted, or any other applicable Georgia law.

Secs. 7.15—7.19. - Reserved.

Sec. 7.20. - Power to regulate and license.

The council shall have the power and authority to provide by ordinance for the registration and licensing of any trade, business, occupation, vocation, profession, or any and every other undertaking pursued for the purpose of personal gain or profit of whatever nature, engaged in or carried on within the limits of the City of Villa Rica, regardless [of] whether or not the subject has an office or establishment within said city. The council shall be authorized to fix the amount, terms, and manner of issuing and revoking licenses, provided that this authority is subject to the constitutions and laws of the United States and State of Georgia. This power is conferred for the purpose of regulations under the police powers of the city and for the purpose of raising revenue for the operation of the city government through the imposition of a tax or fee on the privilege of operating within the city. This authority extends over individuals, partnerships, associations, corporations and their agents and any other legal entity capable of transacting business.

Sec. 7.21. - Franchises.

The council shall have the authority to exercise control over the streets of the City of Villa Rica. The power is hereby conferred upon the council to grant franchises for the use of said city's streets and alleys, for the purposes of railroads, street railways, telephone companies, electric companies, gas companies and transportation. This franchise right extends to, but is not limited to, the erection of poles, stringing of wires, laying of pipes, lines or conduits both above and below the ground surface. The council shall determine the duration, provisions, terms, whether the same shall be exclusive or nonexclusive and the consideration of such franchises. The council shall provide for the registration of all franchises with the city clerk in the registration book to be kept by him. The council may provide by ordinance for the registration within a reasonable time of all franchises previously granted.

Sec. 7.22. - Building, housing, electrical and plumbing regulations.

The council shall have the power and authority to enact such reasonable rules and regulations as it may deem necessary or expedient regarding the construction and maintenance of buildings, remodeling of buildings, plumbing and electrical wiring and equipping of buildings, in order to promote the safety and welfare of its citizens and to guard against fire or other property damage. This power may, in the discretion

of the council, be exercised by adoption of any such standard building, housing, gas, heating and air conditioning, electrical, and plumbing codes as may be deemed appropriate. The council shall be empowered to engage the necessary personnel to enforce such rules and regulations as adopted and to charge reasonable fees of inspections and permits; and may require the obtaining of a permit as a condition precedent to any construction, building, electrical or plumbing work. The council may enact all ordinances necessary to enforce such rules and regulations.

~~ARTICLE VIII. — MUNICIPAL GAS BOARD~~

~~Sec. 8.10. — Creation.~~

~~The city council shall have the authority to create and establish a municipal gas board to be known as the "Villa Rica Municipal Gas Board."~~

~~Sec. 8.11. — Powers; duties; organization.~~

~~The municipal gas board shall have such powers and duties as authorized in the original charter amendment (H.B. 486, April 6, 1967).~~

ARTICLE IX. - ZONING

Sec. 9.10. - Zoning board.

The mayor and council ~~of Villa Rica shall appoint a zoning and planning board and adopt ordinances and regulations for the administration thereof. The zoning board shall have the authority to establish~~ shall have the power to adopt a zoning ordinance which shall set forth the zoning rules and regulations and ~~at the~~ zoning map within the city in accordance with state law.

~~Sec. 9.11. — Zoning board of appeals.~~

~~The mayor and council of Villa Rica shall appoint a zoning board of appeals to hear cases involving variances from the zoning rules and regulations.~~

ARTICLE X. - GENERAL PROVISIONS

Sec. 10.10. - Official bonds.

The officers and employees of the City of Villa Rica, both elective and appointive, shall execute such official bonds in such amounts and upon such terms and conditions as the city council may from time to time require.

Sec. 10.11. - Existing ordinances and regulations.

Existing ordinances and regulations of the City of Villa Rica not inconsistent with the provisions of this charter shall continue in effect until they have been repealed, modified or amended by council. Existing rules and regulations of departments or agencies of the City of Villa Rica not inconsistent with the provisions of this charter shall continue in effect until they have been repealed, modified or amended.

Sec. 10.12. - Section captions.

The captions to the several sections of this charter are informative only and are not to be considered as a part thereof.

Sec. 10.13. - ~~Gender~~ Construction.

~~The use of masculine nouns in this charter is for uniformity only and in no way is to be interpreted as discriminating against the feminine sex.~~

(a) The word "shall" is mandatory and the word "may" is permissive.

(b) The singular shall include the plural, the masculine shall include the feminine, and vice versa.

Sec. 10.14. - Penalties.

The violation of any provisions of this charter, for which a penalty is not specifically provided for in this charter, is hereby declared to be a misdemeanor and shall be punishable by a fine of not more than ~~\$5,000.00~~ 1,000.00 or by imprisonment not to exceed 12 months or community service not to exceed 30 days, or any combination of such fine, imprisonment, and community service.

~~(1999 Ga. Laws (Act No. 98), p. 3979, § 2)~~

Sec. 10.15. - Specific repealer.

An Act incorporating the City of Villa Rica in the counties of Carroll and Douglas, approved ~~March 24, 1944~~ _____ (Ga. Laws ~~1941, 1975~~, page ~~1776~~ 4575 et seq.) is hereby repealed in its entirety and all amendatory acts thereto are likewise repealed in their entirety. It is the specific intent of this act to replace and supersede all acts of incorporation and amendments to the charter for the City.

Sec. 10.16. - Severability.

If any article, section, subsection, paragraph, sentence or part thereof of this charter shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair other parts of this charter, unless it clearly appears that such parts of this charter are wholly and necessarily dependent upon the part or parts held to be invalid or unconstitutional, it being the legislative intent in enacting this charter, that each article, section, subsection, paragraph, sentence or part thereof be enacted separately and independent of each other.

Sec. 10.17. - Effective date.

This charter shall become effective upon approval by the governor or upon its becoming law without his approval.

Sec. 10.18. - Repealer.

All laws and parts of laws in conflict with this charter are hereby repealed.

APPENDIX A. - CODE OF ETHICS AND PROHIBITED PRACTICES

~~{Sec.}~~ 1. - Conflict of interest.

No elected official, appointed officer, or employee of the city or any agency or political entity to which this code of ethics applies shall knowingly:

- (a) Engage in any business or transaction or have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his official duties or which would tend to impair his independence of judgment or action in the performance of his official duties;
- (b) Engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of his official duties, or would tend to impair his independence of his judgment or action in the performance of his official duties;
- (c) Disclose confidential information concerning the property, government or affairs of the governmental body by which he is employed without proper authorization, or use such information to advance the financial or other private interest of himself or others;
- (d) Accept any valuable gift, whether in the form of service, loan, thing, promise, from any person, firm or corporation which to his knowledge is interested, directly or indirectly, in any manner whatsoever in business dealings with the governmental body by which he is employed; provided, however, that an elected official who is a candidate for public office may accept campaign contributions and services in connection with any such campaign;
- (e) Represent private interest in any action or proceeding against the council by which he is employed;
- (f) Vote or otherwise participate in the negotiation or the making of any contract with any business or entity in which he has a financial interest.

{Sec.} 2. - Disclosure.

Any elected official, appointed officer, or employee of the city government who shall have any private financial interest, directly or indirectly, in any contract or matter pending before or within any department of the city shall disclose such private interest to the council. The mayor or any councilman who has a private interest in any matter pending before the council shall disclose such private interest and such disclosure shall be entered on the records of the council and he shall disqualify himself from participating in any decision or vote thereto. Any elected official, appointed officer or employee of any agency or political entity to which this code of ethics applies who shall have any private financial interest, directly or indirectly, in any contract or matter pending before or within such agency or entity shall disclose such private interest to the governing body of such agency or entity.

{Sec.} 3. - Use of public property.

No elected official, appointed officer, or employee of the city or any agency or any agencies or entity to which this code of ethics applies shall use property owned by such governmental body for personal benefit, convenience or profit except in accordance with policies promulgated by the council or the governing body of such agency or entity.

{Sec.} 4. - Contracts voidable and rescindable.

Any violation of this code of ethics which occurs with the knowledge, express or implied, of another party to a contract or sale shall render said contracts or sale voidable as to that party, at the option of the council.

{Sec.} 5. - Ineligibility of elected officials.

Except where authorized by law, neither the mayor nor any councilman shall hold any other elective or appointive office in the city or otherwise be employed by said government or any agency thereof during the term for which he was elected. No former mayor and no former councilman shall hold any compensated appointed office in the city until one (1) year after the expiration of the term for which he was elected.

{Sec.} 6. - Political activities of certain officers and employees.

No appointive officer and no employee of the city shall continue in such employment upon qualifying as a candidate for nomination or election to any public office. This provision shall not apply to members of appointed boards, commissions, or authorities.

[Sec.] 7. - Penalties for violation.

- (a) Any city officer or employee who wilfully conceals such financial interest or willfully violates any of the requirements of this section shall upon conviction be guilty of malfeasance in office or position and shall be deemed to have forfeited his office or position.
- (b) Any officer or employee of the city who shall forfeit his office or position as described in subsection (a), shall be ineligible for appointment or election to or employment in a position in the city government for a period of three (3) years thereafter.

~~Subpart B—CONSTITUTIONAL AMENDMENTS OF LOCAL APPLICATION~~

~~ARTICLE I.—HOMESTEAD EXEMPTION⁽¹⁾~~

~~Section 1.~~ Article VII, section I, Paragraph IV of the Constitution is hereby amended by adding at the end thereof the following:-

~~"Any other provisions of this Constitution to the contrary notwithstanding, the governing authority of the City of Villa Rica is hereby authorized to grant an exemption from all city ad valorem taxes in an amount to be fixed by the governing authority at not more than \$2,000.00 on a homestead owned and occupied by a resident of the city as a residence and homestead, and only so long as actually occupied by the owner primarily as such. The value of the residence in excess of the amount so exempted shall remain subject to taxation. Any such resident shall not receive the benefits of such homestead exemption unless he or his agent provides the governing authority of the city, or a person designated by the governing authority, with an affidavit stating that he is a resident and that such property is his homestead and residence and containing such additional information as will enable the governing authority to make a determination as to whether such person is entitled to such exemption. The governing authority shall provide the necessary forms for such purpose. After any such person has filed the proper affidavit and has been allowed the exemption provided herein, it shall not be necessary that he make application and file said affidavit thereafter for any subsequent year, and the said exemption shall continue to be allowed to such person. It shall be the duty of such person to notify the governing authority in the event he becomes ineligible for any reason for the exemption provided in this paragraph. The homestead exemption provided for herein shall not be granted nor the amount fixed within the limits prescribed herein for any year until the governing authority of the city provides by ordinance for the granting of such exemption and the amount thereof. The governing authority of the city may provide by ordinance for the proper administration of this exemption."~~

~~Editor's note~~—This amendment was carried forward into the 1983 Constitution by Ga. Const. (1983) art. XI, § 1, ¶ IV and 1987 Ga. Laws (Act. No. 71), page 3639.

~~Section 2.~~ The above proposed amendment to the Constitution shall be published and submitted as provided in Article XII, section I, Paragraph I of the Constitution of Georgia of 1976.

Footnotes:-

—(1)—

~~Editor's note~~—Printed in this subpart is 1977 Ga. Laws (Res. No. 71), page 1600, amending Ga. Const. (1877) art. VII, § 1, ¶ IV. This amendment was carried forward into the 1983 Constitution. Amendments are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original. Obvious misspellings and punctuation errors have been corrected without notation. For stylistic purposes, headings have been made uniform.

and the same system of capitalization and expression of numbers in text as appears in the Code of Ordinances has been used. Additions made for clarity are indicated by brackets.

CHARTER COMPARATIVE TABLE – GEORGIA LAWS

This table shows the location of the sections of the basic Charter and any amendments thereto.

Ga. Laws Year	Act No.	Page	Section	Section this Charter
1977	594	4092	1	3.20-
			2	3.24-
			3	3.32-
1988	881	3851	1	1.125-
1989	227	4425	1	2.11-
			2	5.10-
1993	201	4592	1	1.125-
1996	902	4425	1	1.126-
1999	98	3979	1	4.13-
			2	10.14-
2002	517	4225	1	5.10-

APPENDIX B. – DESCRIPTION OF WARDS OF THE CITY.

Document comparison by Workshare Professional on Wednesday, September 28, 2016 8:30:56 AM

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Document 1 ID	interwovenSite://192.168.0.24/TTVGIMAN/773997/1
Description	#773997v1<TTVGIMAN> - Villa Rica Charter (download from Municode 9-23-16)
Document 2 ID	interwovenSite://192.168.0.24/TTVGIMAN/774195/1
Description	#774195v1<TTVGIMAN> - Villa Rica - Proposed Charter 2017 (CDM Edits)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	152
Deletions	231
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	385

Proposed Schedule – Charter Change

January 9 – Release copy of initial draft of Charter revision at City Council Meeting to get it back in the public eye (draft was made public more than a year ago but no action was taken due to vacancies in City offices).

January 10-26 – accept written comments from public.

January 24 – Public hearing on proposed charter

January 30 – Called Council work session, if necessary, to reach final version.

February 1 – Called Council Meeting to approve resolution forwarding Proposed Draft to Local Delegation for introduction



CITY OF VILLA RICA

City Council Packet

SUBJECT: Appointment of Members to the Comp Plan Steering Committee

CITY COUNCIL DATE: January 09, 2018

DATE: December 29, 2017

PREPARED BY: Tom Barber, City Manager

FISCAL IMPACT: none

FUNDING SOURCE:

PURPOSE: To appoint twelve members to the steering committee for the Comprehensive Land Use Plan.

BACKGROUND: The City is required to complete an updated comp plan by October of 2018. The City Council selected AMEC to assist the City with this task. AMEC has requested that the City appoint a ten-member steering committee to provide community input.

STAFF RECOMMENDATION: Staff recommends that we appoint the proposed eleven-member steering committee for the 2018 comp plan update.

MOTION: I move that we appoint the proposed eleven-member steering committee for the 2018 comp plan update.

Proposed Steering Committee:

1. Real Estate
Debbie Hohenstein 770-456-2600
2. Church/Non-Profit
James Potts 770-459-5918
3. DDA/Main Street
Carl Peabody 770-317-2825
4. Development Authority
Mathew Momtahan 770-656-2013
5. Mirror Lake HOA
Michael Young 678-787-0398
6. Carroll/Douglas Schools
Ola McLendon 678-361-0431
7. Kelly H. Meigs, MBA
Director of Marketing Strategy and Planning
TANNER HEALTH SYSTEM
301 Ambulance Drive | Carrollton, GA 30117
T: 770.838.8895
F: 770.838.8196
C: 770.328.8400
8. Historic Society/Historic Markers
Nancy Mims 678-941-3243
9. Library
Bart Smith 770-301-3073
10. Councilmember
Leslie McPherson 770-668-4942
11. P&Z
John Hannaback 404-401-5903
12. Councilmember/Dev Authority
Danny Carter 678-687-9548



CITY OF VILLA RICA

City Council Packet

SUBJECT: Inmate Work Detail Agreements

CITY COUNCIL DATE: January 09, 2018

DATE: December 26, 2017

PREPARED BY: Tom Barber, City Manager

FISCAL IMPACT: \$100,000 during calendar year 2018

FUNDING SOURCE: General Fund, \$50,000 in Parks & Rec, \$50,000 in Public Works

PURPOSE: To approve two inmate work detail agreements for calendar year 2018.

BACKGROUND: The Carroll County Sheriff provided the City with two six-man inmate work crews during calendar 2017. The City provided a vehicle for one crew and the Sheriff provided a vehicle for the other. The Sheriff is offering to again provide two six-man crews during calendar year 2018, but requests that we provide both vehicles and that we pay a fee of \$12,500 per crew per quarter, and increase over the 2017 rate of \$11,625.00 per crew per quarter.

STAFF RECOMMENDATION: Staff recommends that we engage the Carroll County Sheriff to provide two six-man work crews during calendar year 2018 for a fee of \$12,500.00 per crew per quarter.

MOTION: I move that the City Council authorize the City Manager to execute the two attached Inmate Work Detail Agreements for \$12,500 per crew per quarter.

INMATE WORK DETAIL AGREEMENT

THIS AGREEMENT by and between the Carroll County Sheriff's Office, State of Georgia (the "County") and the City of Villa Rica, Georgia (hereinafter referred to as the "city") is entered into as of the 14th day of December, 2017.

WITNESSETH

WHEREAS, the County desires to obtain appropriate work for inmates incarcerated at its facility (The Jack Bell Detention Center).

WHEREAS, the City desires to obtain the services of inmate work crews on public work projects in accordance with O.C.G.A. 42-5-60(e).

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Scope of Services. The County agrees to provide the City with one inmate work detail. The County will make every effort to provide with the availability of qualified inmate (6) inmates as well as one full-time jail detention officer. The work detail provided by the County will perform labor on public works and recreation projects described in an attachment hereto or as communicated to the County from time to time in the manner provided herein the ("work"). The City shall have the exclusive right and responsibility to control the time and manner of executing the Work to be performed by the work detail through the detention officer that is assigned to supervise each inmate work detail on behalf of the City. For purposes of this paragraph, the detention officer assigned to supervise the inmate work detail shall be acting as an agent of the City. The City shall also have the right and responsibility to direct the detention officer concerning the Work to be performed by inmates. The City acknowledges and agrees that the Work shall not include inmate labor benefiting private persons or corporations.
2. Prohibited Contact And Dealing With Inmates.
 - A. The City will take all reasonable steps to insure that its officials, employees, students, and agents refrain from any personal dealings with the inmates working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with an inmate.

- B. The City will take all reasonable steps to insure that no gun or other weapon nor any intoxicating liquor or any drug of any type is made available by its officials, employees, students, and agents to any inmate working under this Agreement on any property under the City's control.
3. Workplace Safety. The City agrees to provide a safe workplace for inmate work details in accordance with State law. The City shall be responsible for the coordination between inmate work details and other workers in the workplace. The County shall be responsible for custody of inmates at all times, including security, meals, and medical care. Each party agrees to comply with applicable laws, rules, regulations and orders of federal, State and local governments in the performance of the Work.
4. Vehicles, Equipment and Supplies. The City agrees to supply vehicles suitable for transporting inmate work details to and from the location or locations of the Work. The detention officer assigned to supervise the work detail shall be responsible for transporting the work detail to and from the location or locations of the Work in the vehicles provided by the City. In performing such transportation services, the detention officer shall be acting as an agent for the City. The City shall also supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. Each vehicle shall be equipped with a mobile radio for the exclusive use of detention officers, capable of communicating with law enforcement agencies and emergency medical personnel. It shall be the responsibility of the City to procure and maintain a policy or policies of insurance protecting its interests in its vehicles and equipment provided for use by inmate work details. The City further agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.
5. Compensation. The City agrees to pay the County the sum of Eleven thousand, six hundred twenty five dollars (\$12,500.00) per quarter for this term of agreement. The City acknowledges that the foregoing sum is commensurate with labor supplies, salary, and benefits for the detention officer assigned to the inmate work detail. The inmate work detail will be provided at 40 hours per week with up to 45 minutes per day allowed for travel time, during the term of this Agreement with the exception of all county holidays. The City agrees to permit up to fifteen (15) additional days, exclusive of county holidays, on which the inmate work detail will not be provided as scheduled due to annual leave, sick leave and mandatory training days for the detention officer, periods of

inclement weather or facility emergencies, such as inmate disturbances and medical quarantine, without reduction in the compensation agreed to herein. If the inmate work detail is not provided in excess of fifteen (15) scheduled days, exclusive of all county holidays, during the term of this Agreement, the City shall not be required to pay for those days and the County shall credit the City with a pro rate share of the compensation agreed upon herein. The County will provide the City with an explanation of any days in which inmate work details are not available on the County's quarterly invoice, which invoice is due and payable 30 days from receipt by the City. Any credits due the City based on the aforementioned pro rata formula shall be credited to the City by the County at the end of the fiscal year.

6. Term of Agreement. This Agreement shall be effective from the date hereof and shall continue in force and effect until December 31, 2018. The parties may by mutual agreement in writing, extend the effectiveness of this Agreement for additional time periods.
7. Termination for Convenience. This Agreement may be terminated by either party upon thirty (30) calendar days written notice. The thirty (30) days will commence with the receipt of the notice by the non-canceling party.
8. Notices. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail – return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to the City: City of Villa Rica
571 West Bankhead Highway
Villa Rica, Georgia 30179

If to the County: Carroll County Sheriff's Office
1000 Newnan Road
Carrollton, GA 30116

9. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes an prior agreements and understandings relating to the subject matter hereof, and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

10. Amendment. The Parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.

11. Drug-Free Workplace Act. The City hereby certifies that:

A. A drug-free workplace will be provided for the City's employees during the performance of this Agreement as required by "Drug-Free Workplace Act," O.C.G.A. 50-24-1, et seq.; and,

B. The City will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (City's Name), (Subcontractor's Name) certifies to the City that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Agreement pursuant to paragraph 7 of subsection B of Code Section 50-24-3."

C. The City may be suspended, terminated, or debarred if it is determined that:

(1) The City has made false certification hereinabove; or

(2) The City has violated such certification by failure to carry out the requirements of the "Drug-Free Workplace Act."

12. Governing Law. This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia.

13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

Carroll County Sheriff's Office

City of Villa Rica, Georgia

Terry E. Langley, Sheriff

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Carroll County Sheriff's Office

City of Villa Rica, Georgia

Terry E. Langley, Sheriff

CITY OF VILLA RICA

Monthly Financial Analysis - November 2017 (92%)

GENERAL FUND

SELECTED STATISTICS

Total Cash - Operating	\$	5,800,752
Total Unassigned Fund Balance (Equity)	\$	5,220,018

REVENUE STATUS

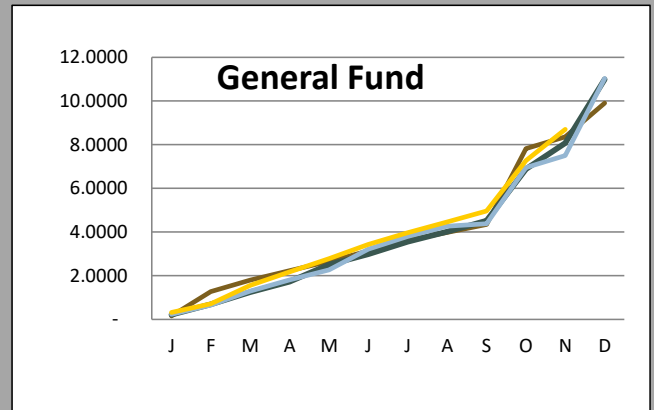
	Budget	YTD	% of Budget	Compared to Prior YTD
Sales Tax	\$ 2,437,000	\$ 1,952,814	80%	2% ↑
Property Tax	3,164,000	1,717,659	54%	27% ↑
Occupational Tax	400,000	439,428	110%	22% ↑
Permits & Inspect.	277,800	370,339	133%	266% ↑

FUND STATUS

	Budget	YTD	% of Budget	Compared to Prior YTD
<i>General Fund</i>				
Revenue	\$ 12,015,299	\$ 8,702,292	72%	16% ↑
Expense	12,015,299	10,125,556	84%	5% ↑

REVENUE TREND COMPARISON (in millions)

2014 2015 2016 Current Fiscal Year



ENTERPRISE FUND: WATER/SEWER

SELECTED STATISTICS

Total Cash - Operating	\$	1,377,847
Total Investments	\$	2,059,118
Total Outstanding Bond Principal	\$	33,130,000
Total Unrestricted Net Position (Equity)	\$	2,292,915

REVENUE STATUS

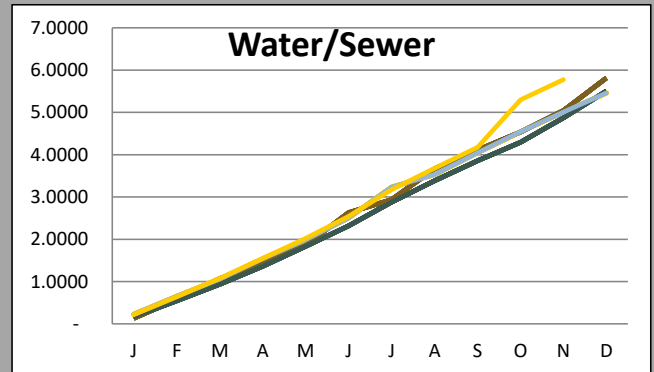
	Budget	YTD	% of Budget	Compared to Prior YTD
Water Sales	\$ 2,940,000	\$ 2,336,183	79%	-5% ↓
Sewer Sales	2,383,500	1,936,310	81%	-2% ↓
Tap Fees	280,000	603,215	215%	143% ↑

FUND STATUS

	Budget	YTD	% of Budget	Compared to Prior YTD
<i>Water/Sewer Fund</i>				
Revenue	\$ 7,109,000	\$ 5,774,683	81%	15% ↑
Expense	7,100,818	6,080,264	86%	16% ↑

REVENUE TREND COMPARISON (in millions)

2014 2015 2016 Current Fiscal Year



ENTERPRISE FUND: SOLID WASTE

SELECTED STATISTICS

Total Cash - Operating	\$	(385,851)
Total Unrestricted Net Position (Equity)	\$	(195,394)

REVENUE STATUS

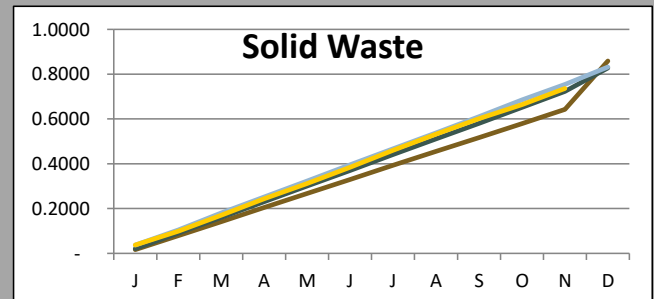
	Budget	YTD	% of Budget	Compared to Prior YTD
Solid Waste	\$ 863,100	\$ 706,357	82%	-1% ↓

FUND STATUS

	Budget	YTD	% of Budget	Compared to Prior YTD
<i>Solid Waste Fund</i>				
Revenue	\$ 915,100	\$ 738,167	81%	-2% ↓
Expense	914,605	892,862	98%	12% ↑

REVENUE TREND COMPARISON (in millions)

2014 2015 2016 Current Fiscal Year

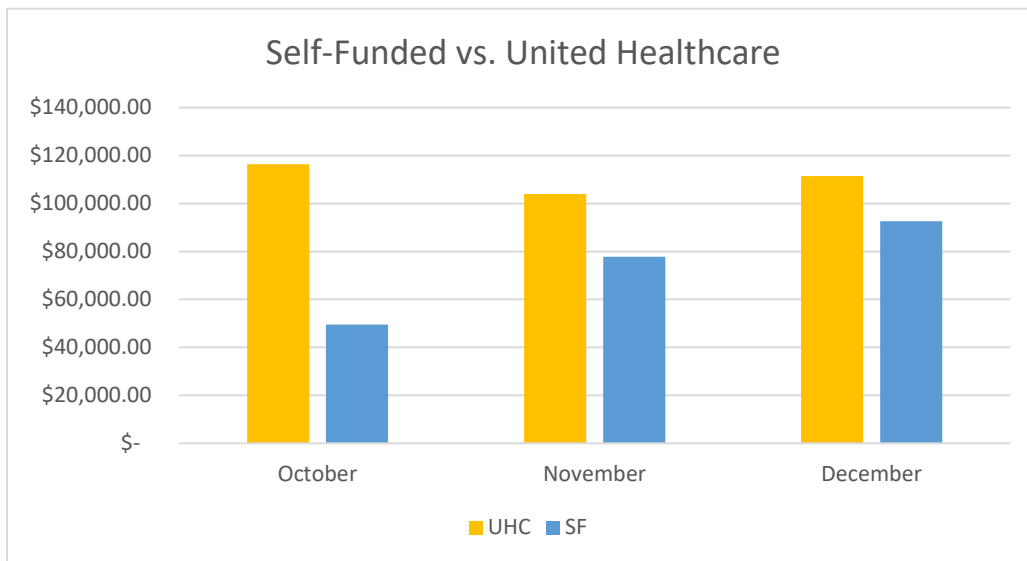


City of Villa Rica
Health Insurance Comparison

United Healthcare	
<i>Premiums Paid</i>	
Oct 2016	116,417.02
Nov 2016	103,977.64
Dec 2016	111,396.68
TOTALS	\$ 331,791.34

Self-Funded	
<i>Administration + Claims Paid</i>	
Oct 2017	49,485.04
Nov 2017	77,846.39
Dec 2017	92,662.11
TOTALS	\$ 219,993.54

SAVINGS
66,931.98
26,131.25
18,734.57
\$ 111,797.80





CITY OF VILLA RICA

City Council Packet

SUBJECT: Wellness Program

CITY COUNCIL AGENDA DATE: January 4, 2018

DATE: December 28, 2017

PREPARED BY: Stephanie Rooks, Wendell Strickland

FISCAL IMPACT:

ANNUAL – \$31,582.50 (8.45+6.50 per employee per month plus biometric screening costs of \$18,745)

CAPITAL –

OTHER –

FUNDING SOURCE: General Fund

PURPOSE: This program is designed to replace and enhance the City's Wellness Program.

BACKGROUND: For several years the City had a wellness program in place that was not cost effective, nor was it effective making our employee base healthier. During the implementation of the new Health coverage platform, the City suspended the Wellness program with PEAK Health to determine how to improve the program. We believe that the attached AIMM proposal is a good fit for the City. This proposal contains not only Health Risk Assessments (HRA) and Biometric Screenings (Health 180), but also incorporates Medical Management, Referenced Based Pricing, and Medical Bill Review (ClaimDOC), providing a comprehensive Wellness and Cost containment solution. Currently we are using HST for referenced based pricing and CancerCare for Cancer Management. We will be notifying these vendors that we will be canceling coverage effective 05/01/2018.

STAFF RECOMMENDATION: Approve the Contracts and Implement the AIMM and contract effective 02/01/2018 and Claim Doc services effective 05/01/2018. Implement the Health 180 Biometric and HRA services effective February 1, 2018. Implement the Rate Structure for Health Insurance Premiums based on participation in the Wellness program, March 1, 2018.

IMPACT: We believe by making these changes we will receive similar or improved services, lower medical claims costs and stability in the medical plan. These changes will allow the City of Villa Rica the ability to keep these coverage's in place longer with minimal impact to our employees.

MOTION:

Make a motion to authorize the City Manager to sign the AIMM and Health180 contracts effective February 1, 2018 and approve the payroll rate structure as presented, effective March 1, 2018. Authorize the City Manager to send 90-day cancellation notices to HST and Cancer Care and authorize the City Manager to sign the contracts for ClaimDOC effective May 01, 2018.



P3CM® - Patient Centric Comprehensive Care Management

Medical Management Services Proposal

Proposal Valid For 90 Days From Presentation





CONTENTS

About AIMM	3
Our Solution & Value Proposition	4
Financial Exhibit	7
Summary	8

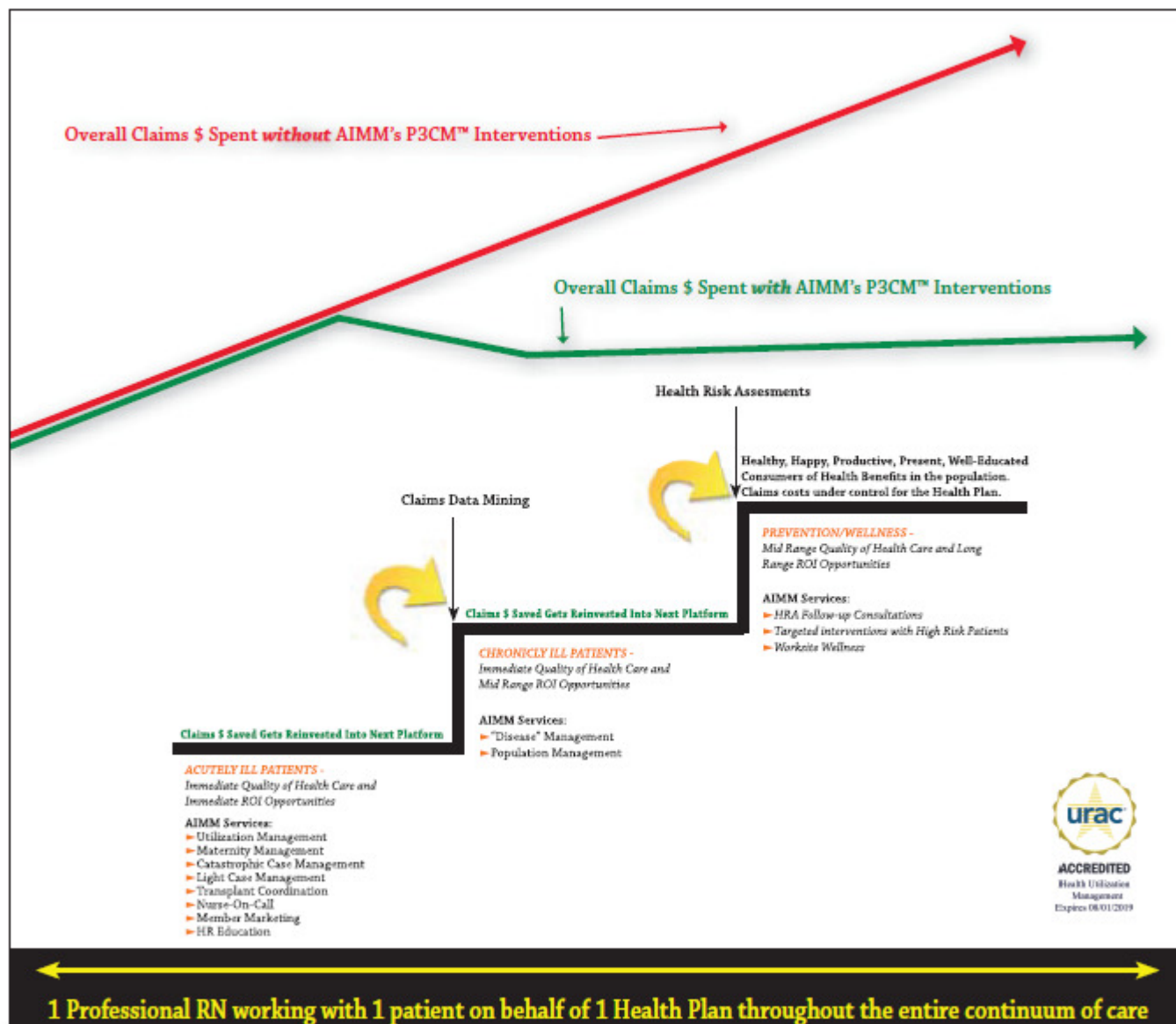


ABOUT US

AIMM is an independent carve out concierge medical management firm specializing in self-funded major medical health plans and those who are moving toward self-funding. P3CM®, AIMM's proprietary medical management model, utilizes evidence-based, best-in-class, clinical criteria and standards to create wise consumers of health benefits within the plan's population by a unique blending of Utilization Management, Catastrophic Case Management, Light Case Management, Maternity Management, Transplant Coordination, 24/7 Nurse-On-Call, Disease Management, Renal Repricing, Wellness Management, Claims Data Mining/Predictive Risk Modeling, Biometrics, Health Risk Assessment, Work-Site Wellness, Health Promotion Events, Smoking Cessation, Obesity Management, Advanced Drug Cost Management, Health Plan Consulting, and more.

We understand that the most effective, most well received, medical management programs are "Patient Centric". Therefore, our programs focus on identification of patients who could benefit from the individualized attention and assistance of a professional Nurse in controlling their health condition(s). Any patient with any health condition who is not currently utilizing "best practices medicine" would be a candidate for our program. Once identified as a potential candidate the patient receives outreach from the professional Nurse who works to determine how AIMM services can improve the quality of health care the patient is receiving and/or decrease the cost of the health care the patient is receiving without compromising the quality of health care being provided.

Our program is tailored to the uniqueness of not only each patient, but also each client. We will be as aggressive or as passive in our interventions as you chose. We will bring our expertise, information, and suggestions to you, but ultimately it is you who will decide how much of an investment you are able/willing to make and where you wish to deploy that investment. We pride ourselves on partnering with you to ensure optimal success of your employee health benefit offering.



AIMM provides information, education, resources and support to members of the Health Plan and the medical professionals who provide care to them. AIMM is part of our health plan management to ensure that the medical care that is covered by the health plan meets the requirements of "medically necessary and appropriate" and that patients are getting the highest quality health care available based on nationally recognized evidence-based clinical care optimum recovery guidelines.

A SIMPLE 3 PLATFORM APPROACH TO TOTAL HEALTH MANAGEMENT

Let the immediate ROI generated by medical management interventions with the acutely ill members of your health plan super accelerate funding more advanced medical management strategies with members who have chronic health conditions, and those who are not currently ill but not doing full preventative health services!

Healthcare Cost Containment Done the *Right* Way!

5 *RIGHTS* of P3CM®



Our Proven Process

Right Patient — ANY patient with a health care or insurance related question or concern

Right Care — evidence-based, best-in-class, gold standard of care clinical criteria drive every interaction

Right Time — from appropriate transitions between levels of care to ensuring patients have timely test results

Right Place — steerage incorporated into precertification

Right Price — identification and intervention against hyper-inflated charge masters and/or inadequate discounting arrangements



WHERE TECHNOLOGY & COMPASSION GO HAND IN HAND

Leveraging the only actuarially certified claims data mining and predictive risk modeling tool in the industry, AIMM moves your Care Management away from the industry norm of reactive approaches, beyond real-time approaches, to PREDICTIVE approaches.

Utilizing the most advanced quality & cost-transparency technology available, AIMM can ensure your members are armed with all the information, resources, and support that they need to make the best possible choices about their treatment and cost options.

AIMM is uniquely poised in the industry to give plans options and information that has a meaningful clinical and financial impact both today and tomorrow.

All without losing the personal touch of a caring medical professional.

Your Unique Strategy – City of Villa Rica

January – hire AIMM for chronic care platform, enable AIMM access to claims data, and determine biometrics vendor (Health180 proposed); notify MedWatch & CancerCare of termination (90d notice required); determine if Bundled Surgical Program is needed (and if so select vendor)

February – conduct biometrics (see attached pricing) and have members complete online HRA (\$6.50 PEPM)

March – Review aggregate reports from HRA, BioMetric, ClaimsData Mining Analysis; intensive promotional campaign to membership, new ID cards to be distributed (\$6.50 PEPM)

April – AIMM begins providing all medical management for the group by addition of acute care platform, begins outreach and coaching to individual members with chronic conditions or high risks per screenings; ongoing group-wide promotion (\$6.50 PEPM + \$8.45 PEPM)

May – continued outreach and coaching to individual members; ongoing group-wide promotion (\$6.50 PEPM + \$8.45 PEPM)

June – continued outreach and coaching to individual members; ongoing group-wide promotion; *evaluate success of program thus far*; notify HST of termination if desired (\$6.50 PEPM + \$8.45 PEPM)

July – continued outreach and coaching to individual members; ongoing group-wide promotion (\$6.50 PEPM + \$8.45 PEPM)

August – continued outreach and coaching to individual members; ongoing group-wide promotion (\$6.50 PEPM + \$8.45 PEPM)

September – continued outreach and coaching to individual members; ongoing group-wide promotion; *evaluate success of program thus far* (\$6.50 PEPM + \$8.45 PEPM)

October – continue outreach and coaching to individual members; ongoing group-wide promotion (\$6.50 PEPM + \$8.45 PEPM)

November – continue outreach and coaching to individual members; ongoing group-wide promotion (\$6.50 PEPM + \$8.45 PEPM)

December – continue outreach and coaching to individual members; ongoing group-wide promotion; *evaluate success of program thus far* (\$6.50 PEPM + \$8.45 PEPM)



AT A PRICE THAT WON'T BREAK THE BANK!

P3CM® Chronic Care Platform -**

\$6.50 PEPM

P3CM® Acute Care Platform* -

\$8.95 PEPM

* Includes: Patient Centric Comprehensive Acute Care Management through a unique blending and non-siloed approach to: Utilization Management (including steerage), Catastrophic Case Management, Light Case Management, Maternity Management, Transplant Coordination, 24/7 Nurse On Call, Renal Repricing, Claims Data Mining & Predictive Risk Modeling, On-line Health Risk Assessment Survey, Advanced Drug Cost Management, Reporting, Plan Consultation, Vendor Integration with others servicing your health plan. Additional hourly claim fee for IEMRO/specialist physician services.

** Includes: Patient Centric Comprehensive Chronic Care Management for individuals with any of the five mutually agreed upon chronic health conditions, and incentive support. *We strongly encourage the client to wait on implementation of Chronic Care Platform until data analysis has been completed.*



BIOMETRIC SCREENING PRICE SHEET

STANDARD

49-Point Biometric Screening

\$100

HbA1c Reflex: \$10 for any glucose results over 110

Biometric Screenings NOT had below the minimums will be charged at a reduced fee of \$75.00 per screening.

ADD-ON OPTIONS

(PRICE PER SCREENING)

PSA	\$25
Thyroid Panel plus TSH	\$30
TSH	\$15
Nicotine/Cotinine	\$25
Vitamin D	\$40
HbA1c	\$15
Body Fat %	\$6
Waist to Hip Ratio	\$6
Influenza Vaccine	\$25

ADDITIONAL FEES

Mileage Fee: A .50 per mile travel fee will apply if location is more than 40 miles roundtrip from affiliated locations or technicians.

Hotel Fee: If extensive travel or scheduling needs warrant hotel stays, hotels will be booked with 2 technicians to a room (when gender permits) with \$130 maximum per night.

Small Site Fee: \$325 fee for locations with fewer than 25 participants

Premium Hours: \$25 per hour per technician charge for events on weekends, holidays, and between the hours of 7pm and 7am.

Additional Technician: \$250 fee to add an additional technician to shorten the length of an event

Registration Person: \$200 fee per event to have a registration person

Mailing of Results: \$7 per packet (entire population will be mailed)

CANCELLATION POLICY

If client cancels a booked screening more than two weeks prior to screening date, client will be responsible for all non-refundable hard costs (i.e. hotel bookings, shipping, staffing, organization time, supplies, etc.) that were incurred up to the date of notification.

If client cancels a booked screening within two weeks of the screening date, client will be responsible for 100% of charges and expenses for booked screening.



Thank you for the opportunity to share this proposal with you. We look forward to the opportunity to bring P3CM® to your organization.

It would be our distinct privilege to partner with you to bring the most cutting-edge medical solutions to your health plan members, and to deliver the most cost-cutting financial solutions to your business.

If there is a cutting-edge idea or strategy that YOU have, you can count on us to be open and receptive to operationalizing that idea or strategy so long as it adheres to our core founding tenets: it cannot be harmful to the patient, illegal, unethical, immoral, or financially reckless.

If there is a strategic partner that YOU have, you can count on us to integrate with that partner, and to consistently collaborate with you to ensure smooth operational success.



Sincerely,

Deborah L. Ault, RN

Nurse Deb

Estimated Cost

Fixed Cost

FY18

January	\$ -
February	\$ 812.50
March	\$ 812.50
April	\$ 1,868.75
May	\$ 1,868.75
June	\$ 1,868.75
July	\$ 1,868.75
August	\$ 1,868.75
September	\$ 1,868.75
October	\$ -
November	\$ -
December	\$ -
Estimated Annual Cost	\$ 12,837.50

Biometric Screenings

One time Fee

50 Point Screening	\$ 12,500.00
HbA1c Reflex	\$125.00
Premium Hours	\$350.00
*Registration Person	\$400.00
Additional Tech	\$500.00
Mileage	\$350.00
*Mailing Results	\$875.00
Hotel	\$520.00
*Nicotine/Cotinine	\$3,125.00
Total	\$18,745.00
Estimated Cost	\$ 31,582.50

Notes

- \$100 per screening using 125 employees.
- Projected 10% of population will have HbA1c reflex.
- Projected using 7 techs starting at 5:00 am.
- 1 registration person for 2 separate events. Most of our clients do this themselves.
- Adding 1 tech to each event to shorten the events.
- Projecting \$50 per tech in mileage
- \$7.00 per packet mailed. Free if done electronic.
- As a precaution not knowing all the details adding 4 hotel rooms at our max cost.
- Not sure if they need this \$25 per screening

FY19

October	\$ 1,868.75
November	\$ 1,868.75
December	\$ 1,868.75
January	\$ 1,868.75
February	\$ 1,868.75
March	\$ 1,868.75
April	\$ 1,868.75
May	\$ 1,868.75
June	\$ 1,868.75
July	\$ 1,868.75
August	\$ 1,868.75
September	\$ 1,868.75

\$ 22,425.00

\$41,170.00

Proposed Employee Premiums

Monthly Employer Premium

Health with Wellness (Not a Tobacco user)	Health with Wellness (Not a Tobacco user)	Description	
\$700.91	\$350.46	Employee	5.0%
\$1,304.65	\$652.33	Empl + spouse	20.0%
\$1,167.18	\$583.59	Empl + Child(ren)	20.0%
\$1,904.98	\$952.49	Family	20.0%
Health no Wellness (Not a Tobacco user)	Health no Wellness (Not a Tobacco user)		
\$700.91	\$350.46	EE	14.5%
\$1,304.65	\$652.33	ES	29.0%
\$1,167.18	\$583.59	EC	29.0%
\$1,904.98	\$952.49	Family	29.0%
Health with Wellness (Tobacco user)	Health with Wellness (Tobacco user)		
\$700.91	\$350.46	EE	19.0%
\$1,304.65	\$652.33	ES	38.0%
\$1,167.18	\$583.59	EC	38.0%
\$1,904.98	\$952.49	Family	38.0%
Health no Wellness (Tobacco user)	Health no Wellness (Tobacco user)		
\$700.91	\$350.46	EE	23.5%
\$1,304.65	\$652.33	ES	47.0%
\$1,167.18	\$583.59	EC	47.0%
\$1,904.98	\$952.49	Family	47.0%

Semi-Monthly Deduction Amount	Semi-Monthly Employer Portion	Monthly Amount Employee	Monthly Amount Employer
\$17.52	\$332.94	\$35.04	\$665.87
\$130.47	\$521.86	\$260.94	\$1,043.71
\$116.72	\$466.87	\$233.44	\$933.74
\$190.50	\$761.99	\$381.00	\$1,523.98
\$50.82	\$299.64	\$101.64	\$599.27
\$189.18	\$463.15	\$378.36	\$926.29
\$169.24	\$414.35	\$338.48	\$828.70
\$276.22	\$676.27	\$552.44	\$1,352.54
\$66.59	\$283.87	\$133.18	\$567.73
\$247.89	\$404.44	\$495.78	\$808.87
\$221.76	\$361.83	\$443.52	\$723.66
\$361.95	\$590.54	\$723.90	\$1,181.08
\$82.36	\$268.10	\$164.72	\$536.19
\$306.60	\$345.73	\$613.20	\$691.45
\$274.29	\$309.30	\$548.58	\$618.60
\$447.67	\$504.82	\$895.34	\$1,009.64

**AN ORDINANCE FOR THE REVISION OF
PROXIMITY RESTRICTIONS OF THE SALE
OF ALCOHOLIC BEVERAGES 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 the sale of alcoholic beverages within the City;

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

1. The current alcoholic beverages code of the City of Villa Rica embodied in Chapter 3 of the Code of Ordinances, Article III Location and Zoning, Section 3-47 Proximity Restrictions is hereby revised and readopted and decodified as set forth below:

2. The City does hereby adopt Chapter 3 – Alcoholic Beverages as revised hereto with the revisions set forth below in its entirety effective immediately upon signature by the Mayor or Mayor Pro Tem.

Section 3-47, Proximity Restrictions item (c) to be re-written as follows:

(c) For the purpose of this section, distances shall be measured by the most direct route of travel on the ground and shall be measured in the following manner:

- 1) From the front door of the structure from which alcoholic beverages are sold or proposed to be sold;
- 2) In a straight line to the nearest public sidewalk, street, road, or highway;
- 3) Along such public sidewalk, walkway, street, road, or highway by the nearest route; and
- 4) To the front door of the school, church, or alcoholic treatment building or to the nearest portion of the school grounds, college campus, or housing authority property, whichever is applicable under this chapter.

IT IS SO ORDAINED on this the ____ day of January 9, 2018.

Jeff Reese, Mayor

Attest:

Alisa Doyal, City Clerk



Agenda Item:- _____

CITY OF VILLA RICA

City Council Packet

SUBJECT: 2018 MILL Amphitheater Entertainment/Band Contracts
CITY COUNCIL AGENDA DATE: 01/04/2018

DATE: 12/28/2017
PREPARED BY: Christopher G. Pike

FISCAL IMPACT:
ANNUAL – \$37,000
CAPITAL –
OTHER –

FUNDING SOURCE: General Fund – This is a budgeted item

PURPOSE: To approve the 2018 MILL Amphitheater Headliner Entertainment/Band Contracts

BACKGROUND: In 2018, the management and operation of the MILL Amphitheatre was transferred to the Main Street Office. During several Downtown Meetings and at many City Council Meetings the consistent theme has been the desire to secure headline bands with more name recognition.

April 28, 2018 – The Stooges Brass Band - \$6,500
May 19, 2018 – Atlanta Rhythm Section - \$12,000
August 18, 2018 – Mother's Finest - \$10,000
September 8, 2018 – Velcro Pygmies - \$4,000
December 31, 2018 – Strutter (Kiss Tribute Band) - \$4,500
TOTAL: \$37,000

STAFF RECOMMENDATION: In an effort to bring more entertainment with name recognition to the MILL Amphitheatre staff is recommending the following line up for 2018.

RECOMMENDED MOTION: I move that we authorize the City Manager to approve all contracts and agreements necessary to engage Strutter, Velcro Pygmies, Mother's Finest, Atlanta Rhythm Section, and the Stooges Brass Band for the 2018 concert series.

IMPACT: The goal of bringing entertainment with more name recognition will be accomplished creating a better quality of life and addressing citizen's feedback.

2018 MILL Amphitheatre Headline Band Line-Up

Stooges Brass Band – April 28, 2018

<http://www.stoogesbrassband.com>

The Stooges Brass Band has earned their rank as one of the elite brass bands in New Orleans. The band consistently provides a welcome blast of true New Orleans spirit engaging audiences with their innovative blend of traditional New Orleans brass sounds, contemporary jazz and hip-hop beats.

Emerging onto the scene in 1996, the Stooges Brass Band has gained notoriety as a full-blown musical party immersing the crowd in a cut-loose vibe that is contemporary yet deeply rooted in the culturally rich musical legacy of New Orleans. The band has shared the stage with: Ozomatli, Black Star (Mos Def & Talib Kweli), Black Joe Lewis & the Honeybears, Grace Potter & the Nocturnals, Shemekia Copeland, Pedrito Martinez Group, Galactic, Trombone Shorty & Orleans Ave, Big Sam's Funky Nation, The Funky Meters, and Jessica Simpson, among others.

Atlanta Rhythm Section – May 19, 2018

<http://www.atlantarhythmsection.com>

The Atlanta Rhythm Section... ARS... In the annals of rock and roll, where do they fit? They put out 15 albums of excellent original material, and consistently put on entertaining live shows-both of which helped establish a broad if not huge fan base. They had some big hits and have been a major player in the Southern Rock scene. But is that the whole story? In some circles, maybe. But for those who've really gotten to know their music over the years, there's a lot more to the story.

ARS was paired with contemporaries Lynyrd Skynyrd as the successors to the Allman Brothers - carrying the mantle of "Southern Rock" in the late 70s. Based in Atlanta, Georgia, it may have made sense at the time. But performing songs that were more musically diverse and having hits that had a softer, pop sound, the "Southern Rock" label was a mixed blessing and many of their unique musical accomplishments became lost in a genre that has lived on to this day-but never really fit ARS.

Mother's Finest – August 18, 2018

<http://www.mothersfinest.com/>

Mother's Finest is an American funk rock band founded in Atlanta, Georgia, by the vocal duo of Joyce "Baby Jean" Kennedy and Glenn "Doc" Murdock in 1970 when the pair met up with guitarist Gary "Moses Mo" Moore and bassist Jerry "Wyzard" Seay. Their music is a blend of funky rhythms, heavy rock guitars and expressive soul/R&B-style vocals.

The group charted with the singles "Fire" (No. 93 Pop Singles), "Baby Love" (No. 79 Black Singles, No. 58 Pop Singles), "Don't Wanna Come Back" (No. 54 Black Singles), "Love Changes" (No. 26 Black Singles), and "Piece of the Rock" in the mid- to late 1970s.

Velcro Pygmies – September 8, 2018

<https://www.velcropygmyies.com/>

The Velcro Pygmies are everything that's right about rock n roll. Loud, fast, larger than life, and in your face. Big lights, foul language, tight pants and the occasional boob. They've been compared to the likes of Van Halen, Poison, Bon Jovi, and Air Supply (They've got a sensitive side too). If you like "Big Rock" this is the band for you. If you are more into the "Hippie" thing don't waste your time; you'll hate them.

The band released it's 6th record in 07, American Muscle, which is a collection of 10 original arena rock anthems designed to blow the 6x9s right out of your Trans Am, and an inspired cover of Sweet Home Alabama. Their relentless tour schedule carries them all across the eastern part of the US with the occasional trip to Texas where they are wanted for numerous traffic violations. The band's fan base encompasses all ages races and genders plus animals really like them too.

Strutter - KISS Tribute Band – December 31, 2018

<http://strutteronline.webs.com/>

STRUTTER, the longest running KISS tribute band, rocks audiences with an unforgettable mix of classic KISS tunes, fire breathing, blood spitting, smoking guitars, explosive pyrotechnics, authentic costuming, full makeup, staging and special effects.

One of America's top tributes to KISS! Formed by Bill Sabetta (The Demon) and based out of Akron, OH - Strutter has been playing tribute to KISS for close to 20 years all over the world!

Strutter will Rock 'n Roll YOU All Nite!

[DRAFT]

**Stooges Brass Band
Performance Agreement**

This Performance Agreement ("Agreement") is made by Stooges Brass Band ("Artist"), and City of Villa Rica, Georgia hereinafter referred to as "PURCHASER" as of December 6, 2017.

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages Artist as more particularly hereinafter described, upon all the terms and conditions herein set forth.

1. PLACE OF ENGAGEMENT: West Georgia/ Villa Rica Jazz Festival 2018, Villa Rica, Georgia

2. DATE OF ENGAGEMENT: Saturday April 28, 2018

- a. Load-in/Soundcheck: TBD
- b. Set Time: TBD
- c. Length of Set: TBD

3. COMPENSATION DETAILS:

\$6500 USD Guarantee to Artist

4. PAYMENT SCHEDULE:

All payments shall be paid by wire transfer, check, certified check, money order or cash as follows:

1. **Deposit** \$3250 shall be paid by PURCHASER to and in the name of Hypersoul, LLC and mailed to 1734 Oriole Street, New Orleans, LA 70122 due immediately.

2. **Balance of Payment** \$3250 shall be paid by PURCHASER to and in the name of Stooges Brass Band immediately after performance.

Should the engagement be cancelled by Purchaser for any reason, the deposit shall not be refundable and shall be deemed fully earned at that time. If the Artist(s) cannot perform due to detention by sickness, accident, civil turmoil, strikes, epidemics, and other acts of god or conditions beyond their control, the deposit will be immediately refunded to the Purchaser without further liability. However, in any instance in which Artist is present and ready to perform at the place of the engagement, the FULL PRICE AGREED UPON should be due from Purchaser.

5. HOSPITALITY/OTHER ARRANGEMENTS:

Purchaser agrees to provide the following to Artist at no cost to Artist: a.) 4 hotel rooms for 1 night each room having 2 queen or king size beds; b.) a private green room/ dressing area; and c:) hospitality/catering (please refer to Rider).

HyperSoul, LLC
1734 Oriole Street
New Orleans, LA 70122

T: 504.301.4600

6. PRODUCTION shall be as follows:

- a.) Sound Technician: Provided by Purchaser
- b.) House sound/ stage/ lights: Provided by Purchaser
- c.) Backline: Provided by Artist

7. Artist shall not present any obscene material or take any action that is illegal, hazardous, or dangerous.

8. It is agreed that Purchaser signs this Agreement with Artist as an independent contractor and not as an employee. This Agreement shall not, in any way be construed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto, nor make Purchaser liable in whole or in part for any obligation that may be incurred by Artist's carrying out any of the provisions hereof or otherwise.

9. Nothing in the Agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished hereunder. If there is any conflict between any provision of this agreement and any law, rule, or regulation, such law, rule or regulation shall prevail and this agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

10. This Agreement (a) cannot be assigned or transferred without the written consent of both parties and (b) may not be amended, supplemented, varied, or discharged, except by an instrument in writing signed by both parties. The validity, construction and effect of this contract shall be governed by the laws of the State of Louisiana, regardless of the place of performance. THE PERSON EXECUTING THIS AGREEMENT ON PURCHASER'S BEHALF WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT OF SAID PRICE IN FULL. The terms "ARTIST," and "PURCHASER" as used herein shall include and apply to the singular, the plural, and to all and year first above written.

Purchaser
Janet Chumley
Main Street Manager, City of Villa Rica
106 Temple Street Villa Rica, GA 30180
678-785-1092 office

Artist
Stooges Brass Band

By: _____

By: _____
Tony Ciaccio, Manager

**Stooges Brass Band
Hospitality Rider**

Load In:

Please have stage completely clear of all obstacles to make it easy for band to load in upon arrival.

Soundcheck:

The band requires a full sound check prior to the opening of doors for no less than 30 minutes and unless otherwise specified will use the house engineers for monitors and front of house.

Guests:

The band requires no less than ten (10) guest spots for each show.

Green Room:

Purchaser agrees to provide a comfortable, private, and secure dressing room, from the beginning of load-in until final load-out, to accommodate at least ten (8) people. Dressing room(s) to be equipped as follows:

- Comfortable Seating
- 8 clean hand towels (preferably black)
- Bathroom access in the proximity

Purchaser agrees to supply, at no cost to Artist, the following food and beverages in the dressing rooms or backstage area. Food and drinks should be available at load-in time.

Drinks:

- (1) Case (24 units) of bottled water (half cold/half room temperature) – please have at least 8 bottles available on stage
- ~~(18) Beers – Heineken or similar quality~~
- (24) assorted cold drinks (Coke/Diet Coke/Sprite, etc.)
- 8 Red Bulls

Food: a hot, healthy meal for each band member and working crew plus assorted snacks and fruit including:

- Assorted Chips
- Fruit tray including bananas and grapes
- Assorted Sandwich tray
- Cookies

Accommodations:

When hotel rooms are being provided the band requires a minimum of 7 single rooms OR 4 rooms with each of the rooms having 2 queen or king size beds. Only hotels having a 3 star rating, or greater, on prevailing travel sites are acceptable.

Please direct any questions to:

Tony Ciaccio
Hypersoul, LLC
tony@h-soul.com
(504)301-4600



Page Number: 1 of 2
Printed On: Jan 2, 2018 10:27 AM
Phone: 866.531.2172
Fax: 866.214.8562
Agent: Bruce Houghton
CONTRACT #: 37190

Daughtry Inc. dba Atlanta Rhythm Section

By mutual agreement made this date, **Tue, Jan 2, 2018** by and between **Daughtry Inc** (hereinafter referred to as "ARTIST") and **City of Villa Rica** (hereinafter referred to as "PURCHASER"). The undersigned ARTIST and PURCHASER agree to the following terms and conditions for the entertainment presentation described below.

DATE(S): Sat May 19th, 2018
ARTIST: Atlanta Rhythm Section
VENUE: The Mill Amphitheater
ADDRESS: 106 Temple Street
Villa Rica, GA 30180
PHONE:

BILLING: 100% Headline
AGES: All Ages
CAPACITY: --

ANNOUNCE DATE:
PROMO ADVANCE:
DAY OF SHOW: Janet Chumley
Email: jchumley@villarica.org

ON SALE DATE: --
TECH ADVANCE:

DEAL: Guarantee: \$12,000.00 Flat
Purchaser to provide lights and sound.

ADDITIONAL PROVISIONS:
Purchaser to provide 7 nationally franchised, quality hotel rooms and hospitality

CONTRACT DUE: Tue, Jan 30, 2018

DEPOSIT(S): A certified check deposit or bank wire of \$6,000.00 payable to Skyline Music Deposit Account is due 3/19/2018.
Balance to be paid by Certified Check and made payable to Artist per Artist's W9 prior to performance.

TICKET PRICE:

TICKET FEES: None

GROSS POTENTIAL: \$0.00
ADJUSTED GROSS PTNTL: \$0.00
GROSS PTNTL AFTER TAXES AND FEES: \$0.00

TICKET TAX: None to be Deducted
MERCH %: All Merch types: 100% Artist Sells

Signatures on Next Page. Initials Here. PURCHASER: ARTIST REPRESENTATIVE:

Deposits
Wires: ACCT# 2000042656562 ROUTING #121000248 Swift code WFBUIUS6S
Skyline Music, LLC Artist's Deposit Account, c/o Wells Fargo, NA,
420 Montgomery Street, San Francisco, CA 94104

Checks: Skyline Music Artists Deposit Account 48 Prospect Street, Whitefield, NH 03598

- 1) If the ability of Artist to perform is rendered impossible, unfeasible or unsafe due to sickness, strikes, adverse weather condition, acts of God, or any other legitimate condition beyond its control, Artist will not be held responsible for any loss incurred by the Purchaser, as a result thereof.
- 2) No performance by Artist pursuant to the contract shall be recorded, reproduced or transmitted from the place of performance in any manner or by any means whatsoever in the absence of a prior written agreement with Artist relating to and permitting such recording, reproduction, or transmission.
- 3) It is mutually understood and agreed that this contract shall be governed by the laws of the State of Virginia, both as to interpretation and performance. Any legal action or other judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted only in the state or federal courts located in the City of Roanoke, Virginia.
- 4) The person signing this contract for Purchaser warrants that they are of legal age, have the right to enter into this contract, and by executing this contract, acknowledge their authority to do so, and hereby assume liability for the amounts stated herein.
- 5) This contract was negotiated with the specific ticket prices, capacity, and gross potential listed above. Any additional moneys generated in any of these negotiated points will be 100% due Artist Entity on demand.
- 6) Venue shall also provide and pay for all items contained in Artist rider attached hereto.
- 7) It is agreed that Artist signs this contract as an independent contractor and not as an employee. This contract shall not, in any way be construed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto, nor make Artist liable in whole or in part for any obligation that may be incurred by Purchaser in Purchaser's carrying out any of the provisions hereof or otherwise.
- 8) Nothing in the contract shall require the commission of any act contrary to law or to any rules or regulations governing the services and personnel to be furnished by Artist to Purchaser hereunder. If there is any conflict between any provision of this contract and any law, rule, or regulation, such law, rule or regulation shall prevail and this contract shall be modified or limited only to the extent necessary to eliminate such conflict.
- 9) In the event of any inconsistency between the provisions of this contract and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to Artist shall control.
- 10) Purchaser hereby indemnifies and holds Artist, as well as its respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against Artist or any of the foregoing in connection with or as a result of (a) any breach by Purchaser of the provisions of this contract and (b) any claim of any kind brought by or on behalf of any third party as a result of or in connection with the Engagement, which claim does not result from the active negligence of Artist.
- 11) Skyline Music, LLC dba Skyline Artists Agency ("Agent") acts herein only as agent for Artist and is not responsible for any act of commission or omission on the part of either Artist or Purchaser. In furtherance thereof and for the benefit of Agent, it is agreed that neither Purchaser nor Artist will name or join Agent as a part in any civil action or suit arising out of, in connection with, or related to any act(s) of commission or omission of Purchaser or Artist.
- 12) This contract (a) cannot be assigned or transferred without the written consent of Artist, (b) contains the sole and complete understanding of the parties hereto, and (c) may not be amended, supplemented, varied, or discharged, except by an instrument in writing signed by both parties.

BY: X _____
SIGNATURE OF PURCHASER
PURCHASER:
EMAIL:

City of Villa Rica

PHONE: FAX:
WEB:

BY: X _____
SIGNATURE OF ARTIST REPRESENTATIVE
Daughtry Inc (TAX ID: 58-2649451)

48 Prospect Street
Whitefield, NH 03598
PHONE: 866.531.2172 FAX: 866.214.8562



ATTENTION: _____

DATE: _____

RODNEY JUSTO: (813) 892-5158

ATLANTA RHYTHM SECTION RIDER

VALIDITY OF CONTRACT

This contract shall not be binding upon ARS until both this rider and attached contract are executed by ARS. No other party is authorized to vary this agreement with particular reference (but without limitation) to fee percentage calculation, supporting acts, etc. Where any conflict of interpretation may exist between this rider and the attached contract in all cases this rider has precedence.

FACILITIES TO BE PROVIDED BY PURCHASER. PURCHASER AGREES TO FURNISH THE FOLLOWING NECESSARY PROVISIONS AT HIS SOLE COST AND EXPENSE.

HOTEL

7 rooms, 4 Smoking & 3 NON Smoking. Room list will be provided.

TRANSPORTATION

Purchaser agrees to furnish someone whose sole and only responsibility is to act as a runner from stage-call until completion of load out. This person should be very familiar with the area surrounding the venue and know the location of nearby hardware stores, pharmacies, hospitals, convenience stores, electronic stores, etc. The runner should have a four door passenger car and check in with the production manager for the ARS at stage call.

PARKING FACILITIES

1 commercial van and 2 rental cars

STAGING REQUIREMENTS

The Purchaser agrees to provide 2 persons to be used for security while ARS is on stage. They will receive instructions from the tour manager prior to the show.

STAGE DESCRIPTION-There shall be a stage solidly built with minimum dimensions of thirty (30) feet wide and twenty (20) feet deep, twenty-five (25) feet from stage to ceiling and a minimum of five (5) feet above the audience level. (2) 8'x8' riser shall be provided for drums/Keys with stairs. There must be adequate lighting along the walkways and/or stairways between dressing room and stage.

STAGE PERSONNEL AND EQUIPMENT- Purchaser shall, at his/her own expense, provide four (4) stage hands or truck loaders at load-in and at completion of show.

It is agreed and understood by purchaser that the personnel and equipment listed above are the minimum needed. The tour manager for the ARS reserves the right to increase the above personnel and equipment in the event of unusually difficult load in, multiple act shows, and other unforeseen problems which may arise.

STAGE LIGHTING SYSTEM

Purchaser shall, at his own expense (with no expense to ARS) provide any stage lighting system ARS may require. Spot may be used for band i.e. solos.



ATLANTA RHYTHM SECTION RIDER

BILLING

ARS shall receive one hundred (100) percent sole star billing in all advertising and publicity, including but not limited to air time, newspaper and trade advertising, flyers, poster, billboards, marquee, lights, display and programs, etc.

GUEST LIST

25 complementary tickets shall be provided to the band.

DRESSING ROOMS

Purchaser agrees to supply 1 room for the sole purpose of ARS rehearsal and dressing. Room must be air-conditioned and heated properly. Room must contain adequate seating and running water. Sanitary toilet facilities and mirrors.

At least one security guard must be stationed outside the dressing room at all times after the band's arrival.

FOOD

MEAL- A SMÖRGÅSBORD STYLE hot dinner including meat, vegetable, salad, bread & dessert. If no dinner is provided, purchaser concurs to supply a budget of \$25 per person, including the band and its crew.

DRESSING ROOM -1 Loaf white bread

- Small Deli trays- meats, fruits, cheese sliced tomatoes and lettuce
- Small jar mayonnaise and mustard
- Planters assorted nuts and cashews
- 1 large bag of name brand potato chips

MISCELLANEOUS PROVISIONS

- 25 hand towels
- 1 Bag of Halls Cough Drops (blue bag)
- Coffee w/ Sugar & Creamer (1 hr. before show time)
- 25 plastic beverage cups & napkins
- Salt & Pepper
- Paper plates & Plastic wrap
- Can & Bottle opener
- Sharp Knife, spoons & forks
- Trash container
- Adequate supply of ice

BEVERAGES

- 1 (12) pack Coke
- 1 (12) pack Diet Coke
- 1 Cooler with ice & beverages on stage during the show
- 1 Case bottle water
- 6 Room Temp. bottle water
- ~~(24) Fat Tire Beer (micro brew)~~

These provisions are for the BAND members of ARS and should be placed in the dressing room prior to their arrival.

This section of the rider is very important to the band's comfort both before and after their performance and your cooperation in fulfilling it is very much appreciated.

Thank You.



ATLANTA RHYTHM SECTION AUDIO RIDER

PUBLIC ADDRESS SYSTEM

Purchaser shall provide, at his/her own cost, with no expense to "ARS"

1 "state-of-the-art" sound system

At one hour prior to sound check, the aforementioned rig must be able to reproduce 110 dB of full range un-distorted audio at F.O.H.

System coverage must be suitable to venue with the appropriate amount of subs and free of any Phase issues

F.O.H. desk shall be no less than 32 channels with full parametric EQ phase reverse

Variable high pass filter, 48v phantom power and insert points on each

Desk must have no less than 8 subgroups and 8 VCAs

Desk must also have no less than 8 discrete aux sends

F.O.H. OUTBOARD PROCESSING SHALL CONSIST OF THE FOLLOWING:

1 1/3 octave graphic EQ for mains i.e. KT, BSS, Ashly

Additional graphics required for delays, front fills and aux driven subs if applicable

2 ch of comp/gate i.e. dbx 166

8 ch noise gates i.e. KT, BSS, Drawmer

8 ch compression i.e. dbx, BSS

2 stereo reverb units i.e. Yamaha, Lexicon, TC electronics

1 digital delay unit i.e. Lexicon, TC electronics, Roland

1 CD player

MONITOR SYSTEM

Monitor desk shall have no less than 32 channels and 10 discrete mixes

Each input channel must have a variable high pass filter, phase reverse,

Fully parametric EQ pad and 48v phantom power.

10 15x2" or 212x2" bi-amped wedges

1 (3) way drum monitor or 2 wedges and sub

2 (3) way side fills w/high freq device @ artists head level

10 (31) band 1/3 octave graphic EQ's (1 inserted on each mix)

Stage AC for backline (see plot for placement)

Microphones and stands (see input list)

1 FOH systems tech

1 MON systems tech

Adequate power for audio and backline

Lighting must be on separate AC distribution

Signature

date

Ryan Livingston- Stage Manager
(678) 521-9149 • ben_living@comcast.net



ATLANTA RHYTHM SECTION AUDIO RIDER

ARS INPUT LIST

CH

1-	KICK DRUM	BETA 52	COMP/GATE
2-	SNARE TOP	SM 57	COMP/GATE
3-	SNARE BOT	SM 57	
4-	HI-HAT	AKG 451	
5-	RIDE	AKG 451	
6-	TOM I	BETA 98	GATE
7-	TOM2	BETA 98	GATE
8-	TOM3	BETA 98	GATE
9-	TOM4	BETA 98	GATE
10-	OH SR	AKG 414	
11-	OH SL	AKG 414	
12-	BASS DI	ACTIVE DI	COMP
13-	BASS MIC	SENN 421	COMP
14-	KEY L	ACTIVE DI	
15-	KEYR	ACTIVED I	
16-	MOD L	ACTIVE DI	
17-	MOD R	ACTIVE DI	
18-	GTR SR	SM 57	
19-	GTR SL	SM 57	
20-	ACC GTR SL	ACTIVE DI	COMP
21-	SRKEYVOX	SM 58	COMP
22-	SR GTR VOX	SM 58	COMP
23-	LEAD DSCVOX	SM 58	COMP
24-	SL GTR VOX	SM58	COMP
25-	DSCVOX	SPARESM 58	
26-	DRUMVOX	SM58	COMP
27/28-	REV RET		
29/30-	REV RET		
31-	DELAY RET		
32/33-	CD IN		

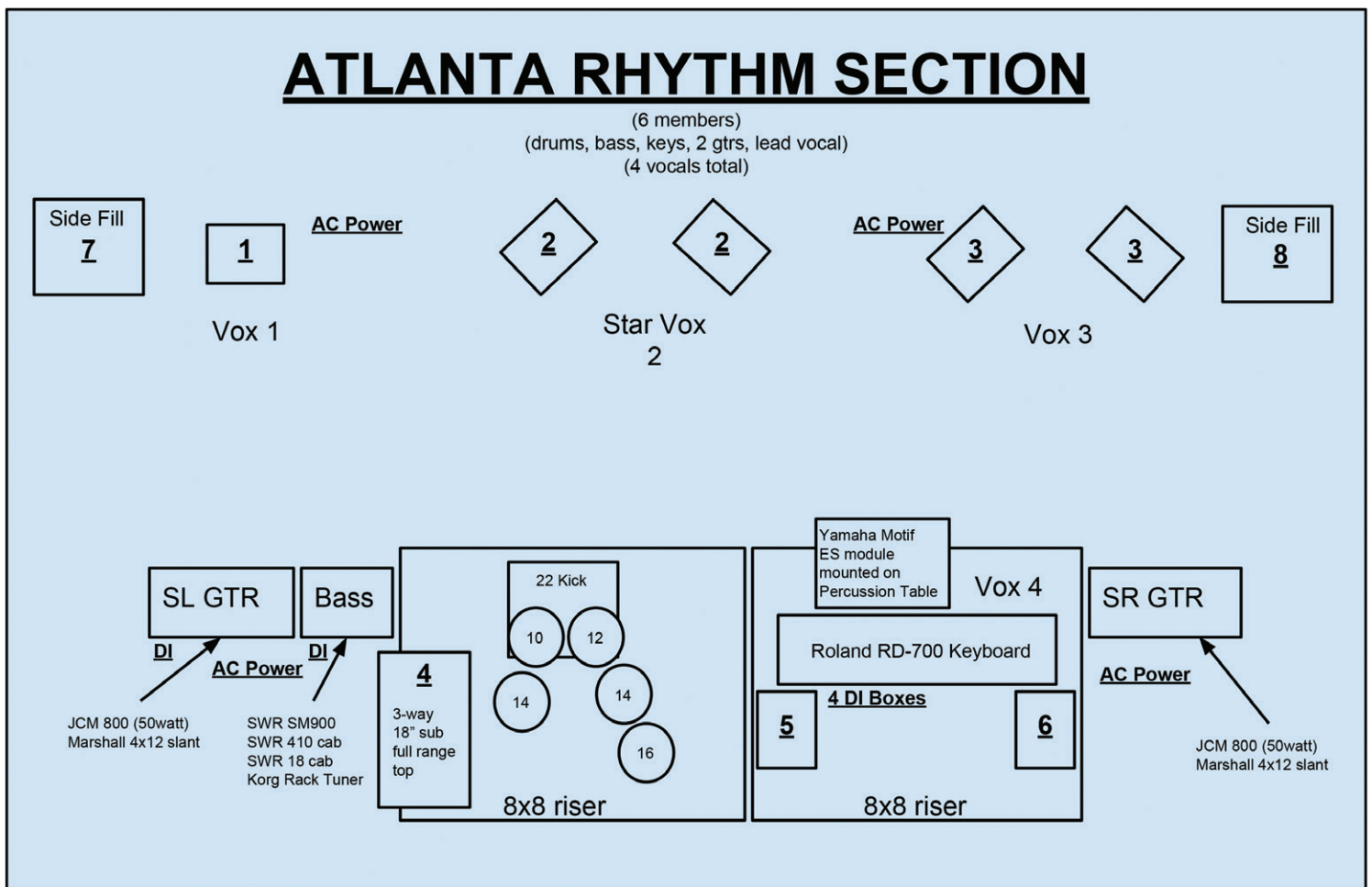
Ryan Livingston- Stage Manager

(678) 521-9149 • ben_living@comcast.net



ATLANTA RHYTHM SECTION AUDIO RIDER

STAGE PLOT





ATLANTA RHYTHM SECTION AUDIO RIDER

ARS BACKLINE REQUIREMENTS

DRUMS:

DRUMS: 1 YAMAHA RECORDING SERIES OR DRUM WORKSHOP
22" BASS DRUM, 14"x 6 1/2" METAL LUDWIG SUPER-SENSITIVE SNARE, 12"
RACK TOM, 16" & 18" FLOOR TOMS

DRUM HEADS: DRUMS MUST HAVE NEW TOP/ BATTER HEADS
TOMS - REMO CLEAR PINSTripES, SNARE- EVANS LEVEL 360 COATED
FRONT RESONANT HEAD OF BASS BRUM MUST HAVE OPENING
PLEASE SUPPLY DAMPENING MATERIAL FOR KICK DRUMS

CYMBALS: ALL ZILDJIAN "A" , 14" QUICK BEAT HI-HATS, 20" PING RIDE, 18"
MEDIUM CRASH, 16" MEDIUM CRASH

1 DRUM WORKSHOP 5000 SERIES DOUBLE KICK PEDAL
3 BOOM CYMBAL STANDS, 1 HIGH HAT STAND (2 LEGGED) W/CLUTCH
1 SADDLE THRONE
1 5X5 DRUM RUG

BASS:

1 SWR BIG BEN 18" CAB, 1 SWR GOLIATH 4 x 10, 1 GK 2001RB AMP,
1 KORG DTR RACK MOUNT TUNER (IN RACK W/ PRIMARY AMP)
1 FIVE STRING MUSIC MAN STINGRAY BASS

KEYS:

1 ROLAND RD 700 (300 or 300SX ACCEPTABLE)
1 YAMAHA MOTIF EFFECTS MODULE
1 X STAND, 1 ADJUSTABLE KBD BENCH, 1 LP PERCUSSION TABLE FOR MODULE
2 DAMPER PEDALS, 2 LED Lights

GUITARS:

2 MARSHALL JCM 800 50W HEADS (+BACK UP HEAD)
2 MARSHALL 4 x 12 SLANT CABS W/ CELESTION DRIVERS
1 GIBSON LES PAUL, 2 SMALL PLEXI SHIELDS FOR CABS
1 TAKAMAMIE LTD 92 or EQUIVALENT W/ ACTIVE PICKUP AND EQ
1 FRESH 9V BATT AND NEW 12 GAUGE ACC STRINGS
1 STRAP, 1 CAPO, 1 FEEDBACK BUSTER/ SOUND HOLE COVER TO FIT
ACOUSTIC
5 GUITAR STANDS (1 BEING SUITABLE FOR THE ACOUSTIC) or 1 SMALL GUITAR
BOAT TO FIT AT LEAST 5 GUITARS AND 2 GUITAR STANDS

MISC:

2 - MIDI CABLES
8 - 6' INSTRUMENT CABLES
8 - 25' INSTRUMENT CABLES
Boss TU-2 TUNER
NOTE: IF VENUE IS SMALL OR IF LEVELS ARE A CONCERN PLEASE PROVIDE 2
MARSHALL POWER BRACKES. PLEASE PROVIDE BACK UP GUITAR AMPS

CONTACT: **Ryan Livingston - Stage Manager**
(678) 521-9149 • ben_living@comcast.net

SPEER ENTERTAINMENT SERVICES, P O BOX 2620, McDonough GA 30253
770-957-0768
www.speerentertainment.com
ENGAGEMENT CONTRACT #508-17

AGREEMENT made this 6th day of December, 2017 between **MOTHERS FINEST**, hereinafter referred to as ARTIST) and **City of Villa Rica** (hereinafter referred to as PURCHASER). It is mutually agreed between the parties as follows:

The Purchaser hereby engages the Artist and the Artist hereby agrees to perform the engagement hereinafter provided upon all items and conditions herein set forth, including any RIDER items which may be attached hereto and made a part of this contract. **Rider attached** **X** Yes NO

1. PLACE OF ENGAGEMENT: **The Mill Ampitheater**
106 Temple Street Villa Rica GA 30180
2. DATE(S) OF ENGAGEMENT: **Saturday, August 18, 2018**
3. NUMBER OF SHOWS & TIMES: **1-90 minute show at 8:30 PM**
4. SETUP TIME: **TBA** SOUND CHECK: **Following set up**
5. FULL PRICE AGREED UPON: **\$10,000 Flat Guarantee**
6. Deposit shall be paid by check as follows:
 - A. **A \$5500.00 deposit, paid to Speer Entertainment Services, is due by January 2, 2018 with signed contract.**
 - B. The balance of **\$5000.00** in the form of a cashier's check payable to Speer Entertainment Services is to be presented to band's representative at sound check.
 - C. Please sign and return all copies of this contract with deposit. A fully executed copy will be returned to you after receipt of deposit.
 - D. Should contract, rider and deposit not be received by agency in full on or before due date, Artist MAY elect to terminate contract with no further liability to Artist.
7. **SPECIAL PROVISIONS:**

Purchaser to provide staging, sound & lights, crew lunch, dinner and snacks for green room, hotel rooms all per rider, Merch rate 100% band sells. Band provides backline and handles all transportation.

Vintage Vixens to perform one 45-minute set at 7:30 PM - \$500

THANK YOU

8. It is expressly understood and agreed that SPEER ENTERTAINMENT SERVICES is acting hereunder solely in the capacity of agent. SPEER ENTERTAINMENT SERVICES (including any individual acting on its behalf) is not a party to this contract and shall not be liable or responsible in any way for the acts or omissions of Artist nor for any failure by Artist to adequately perform or comply with any term or condition hereof. Further, Purchaser authorizes SPEER ENTERTAINMENT SERVICES to release directly to Artist any monies paid to SPEER ENTERTAINMENT SERVICES as contained herein and Purchaser and Artist agree that SPEER ENTERTAINMENT SERVICES shall have no responsibility whatsoever for said monies released by SPEER ENTERTAINMENT SERVICES.
9. Purchaser acknowledges that but for Agent's efforts, Purchaser would not have had the opportunity or ability to negotiate with Artist. Therefore, in the event Purchaser, his agents, successors or assigns, within two (2) years from the date of this agreement enters into a contract with the Artist contemplated herein, Purchaser agrees that Agent shall be entitled to a commission of fifteen (15%) of the contract price paid by Purchaser to Agent.
10. Purchaser agrees that there will be no advertising of this engagement until he is in receipt of a fully executed contract. If Purchaser does advertise, then contract will be immediately in force and binding at Artist's sole discretion.
11. Purchaser and Artist agree that this contract is not subject to cancellation unless both parties agree to such cancellation in writing and this written notice is delivered to SPEER ENTERTAINMENT SERVICES.
12. If this engagement is an outdoor show, Purchaser will provide a covered stage and Artist will be paid RAIN OR SHINE. This performance is not subject to cancellation by Purchaser for inclement weather.
13. It is agreed that if payment is not received in full prior to performance, Artist may retain any deposits paid herein as liquidated damages and this clause does not prevent Artist from entering into litigation to secure additional awards or judgements. The parties hereto agree that the Artist's duties have commenced prior to the engagement and, therefore, retention of deposits contemplated herein is reasonable.
14. Any claim or dispute related to this contract shall be submitted to the Court of Jurisdiction of the State of Georgia.
15. This contract contains the entire agreement between the parties and shall not be modified or altered except in writing and signed by both Artist and Purchaser.
16. Artist's obligation hereunder is subject to prevention by sickness, accident, Acts of God, strikes or any other cause beyond Artist's control.

ARTIST _____

PURCHASER _____

By _____

Janet Chumley

678-785-1092

MOTHERS FINEST
Contract Rider - 2017

1. Promoter or Promoter's representative capable of making decisions pertaining to this engagement must be present from the time of arrival of the production equipment, including any outside staging materials, through the time of departure. This person must have copies of this entire document. Promoter must ensure that all production personnel are familiar with the technical requirements 3 weeks prior to the show.
2. Artist's use of the stage shall have priority and backline required by Artist shall not be moved after set up.
3. No movement of **any** equipment may take place while Artist is on stage and no unauthorized announcements or DJ involvement is permitted until Artist's engineer relinquishes control of the performance.
4. Artist's Tour Manager will contact Purchaser or representative at least ten (10) days prior to engagement to coordinate all technical requirements. However, Purchaser or representative should feel free to contact Artist's Tour Manager prior to this time.

INITIALS_____

(1)

NO SMOKING IS PERMITTED ON STAGE DURING SETUP, SOUND CHECK OR PERFORMANCE. NO SMOKING IS PERMITTED IN THE DRESSING ROOMS OR THE DRESSING ROOM AREA FROM 1 HOUR BEFORE SOUND CHECK UNTIL THE BAND HAS LEFT THE VENUE FOLLOWING THE PERFORMANCE. COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY.

SOUND CHECK/DOORS OPEN

- A. Artist requires a minimum of one (1) hour for sound check. The time is to be advised by Artist's Tour Manager when advancing show.
- B. No one other than actual working personnel shall be allowed into the venue during sound check.
- C. **No photographs** shall be taken during sound check.
- D. Doors will not be opened until Artists' Tour Manager gives permission. The Artist's Tour Manager has the right to hold the opening of the doors to the public for a reasonable amount of time.

SECURITY

Purchaser agrees to provide adequate, clearly identifiable and responsible security staff from time of sound check until after show.

- A. Head of security must report to Tour/production Manager at least one (1) hour prior to doors.
- B. Minimum personnel necessary: 6 in front of stage, 3 at house consoles, (1 at each dressing room door), 2 at stage stairs, 1 at each backstage door, 1 at band bus(es)/trucks.
- C. Artist carries credentials/passes for their own personnel. All necessary passes for the Purchaser's staff and guests are to be supplied by Purchaser, however, a full list of all persons must be presented to the Artist's Tour Manager upon request.

INITIALS_____

(2)

GUEST LIST – Artist shall be allowed 2 guests per group member for indoor venues and up to 30 guests for outdoor engagements.

BACKSTAGE/DRESSING ROOMS

- A. Purchaser shall furnish Artist's Tour/Road Manager with the **exclusive** use of below mentioned rooms, under lock and key AND under security supervision, in close proximity to the stage, that are properly heated/cooled, ventilated, lighted, CLEAN and in good order. These rooms must be in the same building as the performance hall and must be accessible to the stage without passing through the audience area. No one is allowed in Artists' dressing rooms.
- B. Dressing rooms should be equipped with a table, chairs, couch, full-length mirrors, carpet or rug, trashcans and clothes racks and have easy access to a clean bathroom/shower-facilities.
 - a. Joyce's dressing room #1 – suitable for 2 persons
 - b. Band's dressing room #2 – suitable for 5 persons (Gentlemen)
 - c. Catering/Hospitality room (separate from dressing rooms)
 - d. Production Office – must have two direct dial unrestricted telephone/fax lines. The numbers of these lines must be confirmed to the producer's office no later than two weeks prior to the show date. Production office must have internet access and use of a printer. Location of the production office should be near load in area, but separate from Purchaser's office. Production office should be equipped with desk and chairs. 20 large clean white towels and 20 bottles of water at room temperature are required in the production office at Tour Manager's arrival.

INITIALS_____

(3)

PLEASE, NO SMOKING IS PERMITTED IN THE ARTIST'S DRESSING ROOM AT ANY TIME DURING THE DAY OF THE SHOW.

CATERING

Artist's meal is to be provided exclusively for the Artist and Artist's crew unless catering is intended to feed both Artist and local crew.

Note: Foods that should be cold or hot must be served cold or hot. Absolutely no plastic/paper plates or plastic utensils are to be used for hot meals. Table cloths/napkins are requested. **Absolutely no Contrex.**

Hospitality Table – this table is for **Artist's Crew** and should be available throughout production schedule. It should include spring water, an assortment of fruit, coffee, tea, sugar, honey, milk, assorted soft drinks and assorted chips & snacks.

BAND & CREW MEALS

Breakfast - is to be supplied to the artist's road crew at the completion of load in and remain available for one hour. Total crew and time TBA upon advancing of show.

Lunch – sandwiches/hot soup, assorted salads, milk, orange/apple juice, diet coke and regular coke. Total and time TBA.

Dinner – A dinner buyout of **\$275** (11 people @ \$25) shall be presented to Tour Manager in cash upon arrival at venue.

INITIALS_____

(4)

DRESSING ROOMS/HOSPITALITY ROOM

No Later Than Sound Check the following must be ready:

- a. Joyce's Dressing Room #1 – 5 large bottles of non-sparking water, **coffee**, hot water for tea, selection of tea, fresh lemons, honey and soy milk, and pineapple juice.
- b. Band's Dressing Room #2 – 5 large bottles of non-sparking water, 1 large bottle of sparkling water, **coffee**, hot water for tea, selection of tea, honey, milk, and soy milk.

- c. Catering/Hospitality Room (**2.5 hours before Performance**)

Cooler with adequate ice for cooling beverages

Ice for beverages should be in a clean separate container

Fresh fruit (must include bananas) & fresh squeezed juices with no additives

Raw vegetable tray with dip

Brie (French cheese)

Peanut butter/jam

Whole wheat/whole grain bread

Raw mixed nuts with raisins

Coffee, milk, soy milk, honey, hot water for tea

1 Six pack of bottled Gatorade (Green)

4 6-packs Coca-Cola

3 6-packs Diet Coke

~~4 6-packs Heineken Beer~~

Red Bull

2 Bottles of Merlot Wine (Red)

Assorted corn chips with salsa

20 large bottles drinking water – Room Temperature

50 large paper cups, plates, utensils and napkins

INITIALS_____

(5)

ON STAGE

To be ready **45 minutes** before show time and arranged with Artist's Tour/Stage Manager

(SEPARATE FROM HOSPITALITY)

20 large bottles of drinking water

6 Bottles of Green Gatorade

4 large bottles of sparkling water

HOTEL ACCOMMODATIONS

Purchaser shall supply at no cost to the Artist a 4- or 5-star hotel, **(prefer Hilton Garden Inn or Hilton property; Hyatt Place, Holiday Inn Express, Marriott, Four Seasons, Ritz Carlton)** In Europe – 5-star only-in The Netherlands only VanDerValk is acceptable; in Germany prefer Maritim Hotels -**8 or 9 rooms for the night of the engagement** as follows (see attached rooming list): ***VERY IMPORTANT – Hotel must have interior corridor room entrances. Hotels with outside-the-building room entry doors are unacceptable. Hotel MUST have complimentary breakfast.**

1 Non-Smoking Suite with King bed and Tub

2 Non-Smoking Singles with King bed and Tub

4 Non-Smoking rooms with Double beds and Tub

(one pair of doubles connecting please)

2 Smoking rooms with King bed and Tub

1 Smoking room with Double bed and Tub

Artist will also need 2 king rooms for the night before the engagement.

Artist will provide hotel with rooming list. **Hotel information is NOT to be disclosed to anyone at anytime for any reason.**

INITIAL____

(6)

TRANSPORTATION

When artist travels by public conveyance (plane, bus, train, etc) Purchaser shall supply at no cost to Artist **all** internal transportation, between Venue, Hotels and any port of Arrival/Departure. Transportation shall **include** access to restaurants, clubs, etc. after the performance and shall include driver(s) at the Purchaser's sole cost. The transportation is to consist of one (1) 15-passenger van with room for a **minimum** of 10 people with luggage. Whenever Artist travels by his own sleeper-coach, a 15-passenger van (or 2 cars) with driver(s) for transportation between hotel and venue will be required. Vehicle(s) should seat 8 people **comfortably** with luggage. Purchaser shall make available to Artist a designated sober runner at the hotel one (1) hour prior to sound check, to return Artist to hotel following sound check and to transport artist back to venue for show and return Artist to hotel following performance.

PARKING

Parking and shore power for 1 tour bus and 1 equipment truck is to be provided immediately outside venue (preferably by stage door), in a location that will allow artist to access the stage without walking through the audience or any public area.

MERCHANDISING

Artist has the right, but not the obligation, to sell Artist's merchandise and retain 100% of the sales. Purchaser to provide a table and two (2) chairs for Artist's use. If venue is outdoors, table and chairs must be under cover.

INITIAL____

(7)

**NO CHANGES MAY BE MADE TO THIS RIDER WITHOUT
PRIOR WRITTEN PERMISSION FROM THE TOUR/ROAD
MANAGER OR DETERMINED AT THE TIME OF THE
CONTRACT.**

PURCHASER

DATE

MOTHERS FINEST
Fictitious Management
LINDA WALKER
770-957-0768
LSpeer@aol.com

INITIAL____

(8)



107 Music City Circle, Suite 203, Nashville, TN 37214
615-254-7553 toll-free 1-855-554-7553 fax 615-244-4858

PERFORMANCE CONTRACT

This Contract made this date: **12/12/2017**

Between: **CITY OF VILLA RICA (Purchaser) and VELCRO PYGMIES (Artist)**

Purchaser so engages Crescent Moon Entertainment to contract said Artist for performance as stated by the terms and conditions set forth below:

Place of Performance: **THE MILL AMPITHEATER, 106 Temple Street Villa Rica, GA Phone:**

Date(s) of Performance: **Saturday September 8, 2018**

Hours of Performance: **PLEASE ADVISE**

Setup to be completed by:

Total Wages Agreed Upon: **\$4,000.00 (FOUR THOUSAND AND NO/100 DOLLARS)**

+ 4 HOTEL ROOMS

Purchaser to pay a deposit of: **deposit (a): \$2,000.00 is due by 1/8/2018**
to CRESCENT MOON ENTERTAINMENT (federal tax ID number 62-1449253)

With balance due to artist of: **Balance of \$2,000.00 payable in cash (preferred) or check made payable to Cameron Flener.**

Other Terms and Conditions:
FAMILY ORIENTED PERFORMANCE.

Artist Leader: **CAM FLENER**

Purchaser's Name: **CITY OF VILLA RICA**

Signature of Artist Leader or Manager

Signature for Purchaser

Agent: Bill Puryear
bill@cmoonent.com

Contact: Janet Chumbly
jchumley@villarica.org
678-215-7488

The above signatures on this contract confirm that the parties have read and approved each and all of the additional terms and conditions set forth on the reverse side (page 2) hereof.

Deposit:	Date received _____	this space for office use only
	Amount received _____	

www.cmoonent.com

Purchaser shall at all times have reasonable supervision, direction, and control over the services of Artist on this engagement. Purchaser shall be liable for any and all damage and/or injury to Artist and/or Artist's equipment caused by either Purchaser or any person(s) attending the engagement either as a guest, member, or employee of Purchaser or his/her organization, during the term of Purchaser's engagement. Crescent Moon Entertainment acts solely as an agent or consultant and assumes no liability or responsibility for the execution of the terms of this agreement.

Artist's obligations to perform are subject to detention or prevention by sickness, accident, riots, strikes, emergencies, epidemics, acts of God, any act of public authority or any other cause, similar or dissimilar, beyond Artist's control. In such case there shall be no claim for damages by either party to this contract if one of the above conditions exists. A comparable Artist may be substituted but no substitutions shall be made without the authorization of Purchaser, which authorization shall not be unreasonably withheld.

If before the date of any scheduled performance it is found that the Purchaser has not performed fully to its obligation under any other agreement with any party for another engagement or that the financial credit of Purchaser has been impaired, the Artist may cancel this agreement. In the event that the Purchaser does not perform fully all of its obligations herein, the Artist shall have the option to perform or refuse to perform there under, and in either event the Purchaser and the person signing for the Purchaser, jointly and severally shall be liable to the Artist and Agent for the compensation provided herein including reasonable attorney's fees, courts costs and legal interest related to the collection thereof.

Artist shall not be required to perform outdoors if temperature is below 50 degrees, if there is a 50% or greater chance of rain, or if high winds or standing water make performance unsafe for Artist. If any of these conditions exist and Purchaser has no suitable indoor location, Purchaser agrees to pay Artist in full. If Artist has been instructed to set up outdoors and inclement weather prevents or interrupts performance, Purchaser agrees to pay Artist in full.

Artist and Purchaser agree that Crescent Moon Entertainment has performed a valuable service to each of them and therefore agrees and guarantees to Crescent Moon Entertainment that if Artist, their leader, manager, or representative accepts employment from Purchaser for a period starting with the date this contract was made and ending thirteen (13) months from the performance date (play date) of this contract, Artist and Purchaser will negotiate any such employment through Crescent Moon Entertainment. If in the event said employment is not negotiated through Crescent Moon Entertainment as agent then it will be the responsibility of the Artist and the Purchaser, both jointly and individually, to pay Crescent Moon Entertainment the usual and normal commission from said job.

Purchaser and Artist agree that the deposit paid is non-refundable in the event of a cancellation by Purchaser, and is paid to Agent in partial consideration for its arranging the execution of this Agreement, regardless of whether the services contemplated herein are actually provided and/or completed. In the event of cancellation of performance by Purchaser, Purchaser agrees to be liable for the entire amount of this contract.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee and the signatory hereby irrevocably submit to the personal and subject matter jurisdiction of the courts of Tennessee sitting in and for the County of Davidson, for the purposes of the resolution of any dispute or claim arising out of this agreement. The parties further agree that any dispute or claim in connection with this Agreement shall be brought only in Davidson County, Tennessee.

Minimum Rider Requirements

The following constitutes the minimum acceptable requirements that Artist needs to perform.

This is not intended to replace any additional rider requirements that Artist may have provided with this contract.

- (1) Have a sturdy, level, dry stage OR a performance area (no bare ground) of at least 12' X 16' minimum dimensions for Artist's use. Larger stages or performance areas are preferred when possible.
- (2) Stage or performance area should be located as closely as possible to load-in area. If load-in requires an elevator, stairs or more than 100' distance from load-in area to stage or performance area, Purchaser will notify Artist's agent in advance so preparations can be made.
- (3) Electricity: Supply 3 to 4, separate 20 amp power circuits of 110 volts AC, within 25 feet of stage or performance area.
- (4) When possible, provide a private and secure dressing room for Artist's use.
- (5) Provide Artist access to building at least 3 to 4 hours prior to starting time.
- (6) Although not required (unless stipulated elsewhere), food and refreshments are always welcomed and appreciated by the Artist.

THANK YOU!



CONTRACT
ANY AND ALL RIDERS ATTACHED HERETO ARE MADE A PART HEREOF

This Employment Agreement is being entered into on **12/21/2017** by and between the purchaser and the artist. Whereas, the purchaser of music (herein called "Purchaser") is a business or organization desiring to hire entertainment, and whereas the artist (herein called "Artist") is desiring to furnish the Purchaser their services. Therefore in consideration of the promises of the parties and for other good and valuable consideration as set forth below, the Purchaser agrees to hire the Artist and the Artist agrees to perform for the Purchaser upon the terms and conditions as set forth in this agreement. The agent (herein called "Agency") is Evergreen Music Network Inc.

1. **Engagement:** Mill Amphitheater
106 Temple St. Villa Rica, GA 30180
2. **Purchaser:** Jeff Reese, Mayor / City of Villa Rica
3. **Artist:** Strutter
4. **Engagement Date(s):** Monday, December 31, 2018

Doors / Showtime: N/A / 10:00pm

Other Artists(s): N / A

Performance Time: 10:00pm - 12:00am

Set Length: 1 - 120 minute show + encore
immediately after Gold Nugget drop
and fireworks

Ticket Prices: Free show

5. **Type of Engagement:** Outdoor Concert - RAIN OR SHINE (Cap: 2500)

6. **Full Price Agreed Upon:** **\$4,500.00 (FOUR THOUSAND FIVE HUNDRED US DOLLARS) Flat Guarantee.**
NO TAXES WILL BE WITHHELD FROM FULL PRICE AGREED UPON

7. **Payment:** All payments shall be paid via MONEY ORDER, CASHIERS CHECK, or BANK WIRE in US FUNDS ONLY. Payments are to be made as follows: **Signed contract and 25% Deposit of \$1,125.00 made payable to Evergreen Music Network Inc due immediately. Balance of \$3,375.00 due Artist by City Check payable to Bill Sabetta upon request, prior to performance on day of engagement, paid in full RAIN OR SHINE.** 15% Commission due Evergreen Music Network Inc. by Artist via deposit or within 5 business days post performance if deposit is non-applicable.

Bank Wire Information:

Please include Your Name,
Show Date, & Artist

Wells Fargo Bank N.A - 420 Montgomery Street - San Francisco, CA 94104
Account Name: Evergreen Music Network Inc. Client Trust Account
ABA #: 121 0002 48 Account #: 3463797674

8. **Special Provisions:** PURCHASER agrees to provide, as per Artist's specifications, any and all rider requirements per enclosed rider at no cost to Artist >>i.e.: Sound, Lights, & Monitors w/ tech per Artist's specifications and approval (Production / Advance Contact: TBA), Hospitality to include hot meals with beverages (no alcohol) and Accommodations to include four (4) hotel rooms. ARTIST to provide Backline Equipment, and Ground Transportation. STRUTTER to receive "Headline" billing and to close show. SIGN ALL COPIES OF CONTRACTS AND RIDERS AND RETURN THEM TO OUR OFFICES FOR COUNTER-SIGNATURE VIA EMAIL; KEEP ONE COPY OF THE RIDER FOR YOUR FILE.

Merchandise Rate: 100 to Artist - Artist to Sell

Curfew: N / A

Age Restriction: All Ages

9. **PURCHASER AGREES THAT ATTACHED RIDER(S) AND ADDENDUM(S) BECOME LEGALLY BINDING PARTS OF CONTRACT**
PURCHASER shall pay all other necessary expenses in connection therewith, PURCHASER agrees to pay all sales and **AMUSEMENT, as well as all STATE and FEDERAL** taxes which may result from performance with no deductions whatsoever from artist guarantee according to paragraph 6. It is expressly understood by the purchaser(s) and the Artist who are party to this contract that neither Evergreen Music Network Inc. nor its officers nor its employees or independent contractors are parties to this contract in any capacity and that neither Evergreen Music Network Inc. nor its officers nor its employees or independent contractors are liable for the performance breach of any provisions contained herein. **If the Promoter / Signatory of this contract elect to advertise proposed engagement prior to Agency's receipt of signed contracts and deposit, Promoter / Signatory will be liable for payment of full contracted price.**

Both parties have read, understand, and agree to the conditions and terms of this contract and any riders attached to this agreement.

Jeff Reese, Mayor / City of Villa Rica

Bill Sabetta / Strutter

X _____
SIGNATURE OF PURCHASER
Address
same as above
Promoter Phone: 678.785.1092
Advance / Local Contact: 770.459.7009 Janet Chumley
Email: jchumley@villarica.com
Website: <https://www.villarica.org/>

X _____
ARTIST OR AUTHORIZED REPRESENTATIVE
Address
C/o Evergreen Music Network Inc., 38176 Lincoln Trail
North Branch, MN 55056 USA
Phone: 612.799.4979
www.evergreenmusicnetwork.com
Artist website: strutteronline.webs.com

** The above signatures confirm that the parties have read and approve each and all of the "Additional Terms and Conditions" set forth on the reverse side. **
This contract does not conclusively determine the person liable to report and pay employment taxes and similar employer levies under rulings of the U.S. Internal Revenue Service and of some state agencies.

ADDITIONAL TERMS AND CONDITIONS

1. ARTIST shall have the sole and exclusive control over the presentation and production and performance of the engagement hereunder, including, but not limited to, the details, means and methods of the performances of the performing artists hereunder, and ARTIST shall have the sole right as ARTIST may see fit, to designate and change at any time the performing personnel. ARTIST'S obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Acts of God, riots, strike, labor difficulties, epidemics, any act or order of any public authority or any other cause, similar or dissimilar, beyond ARTIST'S control.
2. PURCHASER shall not have the right to broadcast or televise, photograph or otherwise reproduce the performances hereunder, or any part thereof. PURCHASER shall not have the right to assign this agreement, or any provisions hereof. Nothing herein contained shall ever be constructed as to constitute the parties hereto as a partnership, or joint venue, or that ARTIST shall be liable in whole or in part for any obligation that may be incurred by PURCHASER in PURCHASER'S carrying out any of the provisions hereof, or otherwise. PURCHASER, in signing this agreement himself, or the person executing this agreement on PURCHASER'S behalf, warrants his authority to do so, and such person hereby personally assumes absolute liability for the payment of said price in full.
3. PURCHASER agrees that the ARTIST shall receive 100% sole star/headline type billing in all advertising and publicity issued by or under the control of the PURCHASER in regard to the engagement hereunder, unless otherwise stated on the face of contract.
4. If outdoor show, PURCHASER will provide covered stage, and ARTIST will be paid "RAIN OR SHINE." This performance is not subject to cancellation by PURCHASER for inclement weather.
5. PURCHASER agrees that the entertainment presentation will not be included in a subscription or any other type of series without the written consent of ARTIST. In the event that payment to ARTIST shall be based whole or in part on receipts of the performance(s) hereunder: (a) the scale of ticket prices must be submitted to and approved by ARTIST'S AGENT or ARTIST before tickets are ordered or placed on sale. (b) PURCHASER agrees to deliver to ARTIST a certified statement of the gross receipts of each such performance upon request, immediately upon arrival, prior to and immediately following such performances, and (c) ARTIST shall have the right to have a representative present in the box office at all times and such representative shall have the right to examine and make extracts from box office record of PURCHASER relating to gross receipts of this engagement only.
6. PURCHASER agrees that there will be no advertising of this engagement until Evergreen Music Network Inc. is in receipt of signed contracts, riders, and deposit moneys. If PURCHASER does advertise, then contract will be binding at ARTIST'S sole discretion. If PURCHASER elects to advertise the proposed engagement prior to Agency's receipt of signed contracts and deposit, PURCHASER will be liable for payment of full contracted price, as outlined in paragraph 6 on the reverse side.
7. If before the date of any scheduled performance it is found that PURCHASER has not performed fully its obligation under any other agreement with any party for another engagement or that the financial credit of the PURCHASER has been impaired, ARTIST may cancel this agreement. PURCHASER may prevent cancellation of this Agreement by Evergreen Music Network Inc. if, within twenty-four (24) hours of PURCHASER'S notice by Evergreen Music Network Inc. of Evergreen Music Network Inc.'s intention to terminate because of lack of financial credibility, PURCHASER tenders payment in full. In event that PURCHASER does not perform fully all of its obligations herein ARTIST shall have the option to perform or refuse to perform hereunder and in either event PURCHASER shall be liable to ARTIST for damages in addition to the full contracted price provided herein.
8. PURCHASER agrees that none of the musical equipment or personal property belonging to the ARTIST / Evergreen Music Network Inc. shall be seized or attached in lieu of any foreseeable or consequential damages. Violation of this clause by PURCHASER shall entitle Evergreen Music Network Inc. to recover actual, consequential, foreseeable, and punitive damages.
9. It is specifically agreed between the ARTIST and PURCHASER that if payment is not received in full prior to the performance of the engagement herein described, ARTIST may retain any deposits paid herein as liquidated damages. This clause shall not prevent the ARTIST from entering into litigation for the purpose of securing any additional awards or judgments, and this clause is also applicable in the instance where balance of the purchase price may be demanded immediately by ARTIST or ARTIST'S AGENT because of financial instability on the part of PURCHASER. The parties acknowledge and agree, for purposes of this section, that the majority of ARTISTS or ARTISTS' AGENT duties have commenced or have been performed prior to the night of engagement, and therefore retention of deposits contemplated herein is reasonable.
10. In the event that the contracted deposit provided herein is not received per specified date, ARTIST and ARTIST'S AGENCY reserve the right to cancel the contracted engagement. If deposit is due immediately upon signing of contract, ARTIST and ARTIST'S AGENCY may determine what is considered reasonable time for right to cancel.
11. PURCHASER agrees that this contract is not subject to cancellation unless ARTIST agrees to such in writing. If PURCHASER cancels this engagement, PURCHASER agrees to forfeit deposit and PURCHASER will upon ARTIST'S demand, pay the balance owed for the entire wage (less deposit), plus damages if any, as agreed upon above.
12. Evergreen Music Network Inc. will expend its best effort to insure completion of this contract by ARTIST. However, PURCHASER understands that Evergreen Music Network Inc. may be forced to cancel this engagement due to various circumstances beyond Evergreen Music Network Inc.'s control, including, but not limited to, the refusal of ARTIST to perform. Should Evergreen Music Network Inc. be required to cancel the engagement, it shall give notice as soon as possible to PURCHASER and shall, at PURCHASER'S option reschedule date, or return deposit to PURCHASER, and cancel agreement.
13. PURCHASER agrees that any breach by PURCHASER of this Agreement and any attachments hereto shall release ARTIST from performance under this Agreement and PURCHASER is subject to forfeiture of all moneys due.
14. Evergreen Music Network Inc. acts only as a broker between ARTIST and PURCHASER and assumes no liability whatsoever hereunder.
15. ARTIST executes this Agreement as an independent contractor, not as PURCHASER'S employee.
16. This agreement may not be changed, modified or altered unilaterally. Any and all changes and modifications must be submitted in writing and signed by both parties. This agreement shall be constructed in accordance with the laws of the State of Minnesota. Nothing in this agreement shall require the commissions of any act contrary to law or to any rule or regulation of any union, guild or similar body having jurisdiction over the performances hereunder or any element thereof and wherever or whenever this is in any conflict between any provision of this Agreement and any such law, rule or regulation shall prevail and this shall be curtailed, modified or limited only to the extent necessary to eliminate such conflict.
17. Any claim or dispute arising out of this agreement or the breach thereof shall be submitted to the Courts of General Jurisdiction in the State of Minnesota. Attorney's fees and costs shall be awarded to the prevailing party. Any judgment obtained in violation of terms of this Agreement (see clause #12) is completely unenforceable.
18. PURCHASER acknowledges that for Evergreen Music Network Inc.'s efforts, PURCHASER would not have had the opportunity or ability to negotiate directly with the ARTIST. Therefore, in the event PURCHASER (including its agents, successors, or assigns) within two (2) years of date of this agreement, enters into a contract with the ARTIST described herein, PURCHASER and ARTIST agree that Evergreen Music Network Inc. shall be entitled to a commission of 15% of the contract price.

STRUTTER RIDER

To ensure a smooth show without complications and an enjoyable time had by All, the following are the technical requirements for STRUTTER

FOH

Full range PA system capable of a clean 107 Db. From 150 feet out from stage. Prefer Line array system.

24-32 channel console (preferably digital) Berheinger X 32, Yamaha, Midas, Soundcraft,

At least Two onsite sober technicians with full knowledge of all equipment.

1 digital delay

1 digital reverb

1 31 band Eq for mains

4 noise gates

8 compressors

24 mics/cables/stands

Monitors:

Preferred 24 channel on stage mix: will accept 4 mixes from foh if digital console.

6 full range wedges with 15's

At least 3500-5000 watts for monitors alone.

1 full range drum mix

Lighting:

30-50 rear par cans (Prefer LED cans) with controller.

Lights MUST Have Black OUT capability

16 to 32 front wash cans.

8 to 12 ACLS.

1-2 Follow spots with operator.

STAGE: ideal stage 40x30x4 with covered roof. Minimum 24x16x4 with stair or ramp access from bothsides . If CRE is headlining a stage deep enough for openers to set up in front of Strutter equipment.

4 separate 20 amp circuits for Specials in addition to regular stage power.

1 upstage center for Laser

1 at each front corner of riser for foggers (2).

1 center stage in front of riser

Power drops for down stage and up stage.

low end cabinets not stacked on stage deck

Load out lights for night time tear down.

**** RISER:** very important 8 x 8 x 2 foot riser placed center stage at rear of stage for drums and keyboards.

1 Gallon of Fog Juice water based

Billing: On ALL marketing, advertising and web sites artist is to be billed as: *Strutter "The World's Premier Kiss Show"*

Lodging: 6 Business class HOTEL ROOMS as close to show site as possible. (Comfort Suites, Holiday Inn Express, Courtyard by Marriot or like hotel)

With Free Wi-Fi, parking and breakfast

1 runner to take band/driver to and from Hotel in a large van or suv

Parking: parking as close to stage as possible

LOAD IN/OUT: 2 to 4 sober able bodied STAGEHANDS for LOAD IN AND LOAD OUT

If more than 4 steps are in route to stage 6-8 loaders will be needed for lifting.

Loading: A solid pathway from loading zone to stage, if the surface is gravel, sand, grass or anything not solid a pathway of plywood will be needed to be laid out for equipment to be rolled across smoothly as to not risk injury.

Guests 15 guest passes at no charge to band.

Hospitality

We would greatly appreciate the following items

Private clean air conditioned dressing room ready by sound-check with the following:

1 bottle of baby oil

1 bottle of baby powder

1 pack of food coloring

1 bottle of Kayro corn syrup

10 chairs or couches to seat up to 10 people

Full length mirror

1 long table

Cooler with iced water ,cups, napkins, plates and plastic utensils

8 hand towels.

1 pot of hot coffee w/ reg/decaf/green tea

4 5 hr energy drinks or 6 pack of Monster Energy drinks

1 6 pack of Coke

1 six pack of Mt.Dew

2 cases of water - 1 for dressing room / 1 for stage.

Fruit and vegetable tray with ranch dip.

2 8 packs of Powerade or Gatorade/ G2 various flavors.

Assorted snacks ie. pretzels, crackers, peanuts.

8 Hot Meals for band and crew.

After show Deli tray w/lettuce, 2 loafs of whole wheat bread,

Various meats & cheeses, pickles, lettuce etc. and condiments.

Any Questions please contact:

Roger Anderson, Roger@EvergreenMusicNetwork.com

Ph: 612.799.4979



CITY OF VILLA RICA

City Council Packet

SUBJECT: Roadway List for 2018 LMIG Improvements

CITY COUNCIL AGENDA DATE: January 9, 2018

DATE: December 29, 2017

PREPARED BY: Peter Zorbanos, Director Public Works
Charlie Davis, Deputy Director Public Works

FISCAL IMPACT:
CAPITAL – \$ 1,167,849.22

FUNDING SOURCES:

335-4210-541405	2017-2018 LMIG	\$ 439,357.00
321-4210-4210-541410	Carroll SPLOST	\$ 480,000.00
322-4210-4210-541410	Douglas SPLOST	\$ 248,492.22

Note: This is a combination of 2017 and 2018 budgeted items, which will require budget amendments if all spent in fiscal year 2018.

PURPOSE: The purpose of this item is to discuss and approve the project list for improvements to various streets in the City of Villa Rica using a combination of LMIG, Carroll SPLOST, and Douglas SPLOST funds.

BACKGROUND: Staff selected roadway and resurfacing improvements necessary to meet operational and maintenance obligations in the City based on traffic, pavement conditions and pending utility improvements. The work will include crack filling, patching, milling, asphalt overlay, stripping, roadway base construction and asphalt paving per the attached estimated quantities for the Unit Cost Bid Items.

The work will be performed by C.W. Matthews Contracting. Attached is a Bid Analysis based on costs as submitted by the selected bidder based on estimated quantities for each roads' bid items. The work is tentatively scheduled for March 2018 to allow funding from both the 2017 and 2018 fiscal year budgets.

STAFF RECOMMENDATION: Approve the attached roadway list to be completed during the 2018 fiscal year.

MOTION: I move that we accept the proposed list of roads for use by C. W. Matthews while making improvements during calendar year 2018.

ROAD NO.	(All)
NAME	(All)

ITEM NO.	ITEM	Unit	Unit Price	Sum of QTY	Sum of TOTAL
150-0008	Remove & Reset Existing Special Guide/Warning Signs , Ground Mountr, complete in Place	Each	99.95	10.00	\$999.50
150-1000	Traffic Control	LS	146000.56	1.00	\$146,000.56
210-0200	Shoulder Reconstruction, including material	Shldr Mile	20502	0.50	\$10,251.00
210-0250	Undercut Excavation	C.Y	40.07	418.89	\$16,784.88
	Undercut Excavation-Community Square Blvd. Concrete Section Only	C.Y	84.58	159.48	\$13,488.44
310-1101	G.A.B., incl mat'l	TON	39.37	233.16	\$9,179.51
310-5060	G.A.B. 6" incl mat'l	SY	17.63	860.74	\$15,174.86
402-1802	12.5mm Recycled Asph. Mill - Patching - Incl. Bit/Lime/Tack	TN	116.86	2,231.64	\$260,789.57
402-3108	9.5mm Recycled Asph. Conc. - Incl. Bit/Lime/Tack	TN	85.75	4,692.84	\$402,410.76
402-3130	12.5mm Recycled Asph.Conc. - Incl. Bit/Lime/Tack	TN	107.1	244.44	\$26,180.00
407-0050	Asphalt Rubber Crack Fill	LM	8000	2.97	\$23,745.15
432--0208	Edge Mill	SY	3.1	43,430.82	\$134,635.55
			4	0.00	\$0.00
441-6222	Conc. Curb & Gutter, 6 IN. X 24 IN.,TP2	LF	43.44	74.00	\$3,214.56
611-8050	Adjust Manhole to Grade	EA	1665	18.00	\$29,970.00
611-8055	Adjust Water Valve to Grade	EA	814	15.00	\$12,210.00
653-0220	Striping, Ther. PVMt marking,word, TP 2 (STOP)	Each	150	1.00	\$150.00
653-0230	Striping, Ther. PVMt marking,word, TP 3A (SCHOOL)	Each	150	2.00	\$300.00
653-0240	Striping, Ther. PVMt marking,word, TP 4 (AHEAD)	Each	150	1.00	\$150.00
653-0250	Striping, Ther. PVMt marking,word, TP 5 (SLOW)	Each	150	2.00	\$300.00
653-1501	Striping, Ther. 5-inch white	LF	0.5	42,479.00	\$21,239.50
653-1502	Striping, Ther. 5-inch yellow	LF	0.5	40,676.00	\$20,338.00
653-1704	Striping, Ther. 24-inch white	LF	8.75	502.00	\$4,392.50
653-2804	Striping, Ther. 8-inch white	LF	2.95	817.00	\$2,410.15
653-6004	Stripping,Therm.,White	SY	3.75	1,043.77	\$3,914.15
653-6006	Stripping,Therm.,Yellow	SY	3.75	953.89	\$3,577.08
654-1001	Raised Pavement Markers, TP 1	EA	7.5	225.00	\$1,687.50
700-6910	Permanent Grassing	AC	4356	1.00	\$4,356.00
Grand Total				139,097.14	\$1,167,849.22

CITY OF VILLA RICA
ROADWAY IMPROVEMENTS ON VARIOUS ROADS

COUNTY	(Multiple Items)						
ROAD NO.	NAME	ITEM	Unit	QTY	Unit Price	Sum of TOTAL	
2	EAST MONTGOMERY	12.5mm Recycled Asph. Mill - Patching - Incl. Bit/Lime/Tack	TN	158.71	116.86	\$18,547.05	
2	EAST MONTGOMERY	9.5mm Recycled Asph. Conc. - Incl. Bit/Lime/Tack	TN	313.94	85.75	\$26,919.96	
2	EAST MONTGOMERY	Adjust Manhole to Grade	EA	2.00	1665	\$3,330.00	
2	EAST MONTGOMERY	Adjust Water Valve to Grade				\$2,442.00	
2	EAST MONTGOMERY	Asphalt Rubber Crack Fill	LM	0.37	8000	\$2,960.00	
2	EAST MONTGOMERY	Edge Mill	SY	2174.444444	3.1	\$6,740.78	
2	EAST MONTGOMERY	Raised Pavement Markers, TP 1	EA	0.00	7.5	\$0.00	
2	EAST MONTGOMERY	Striping, Ther. 24-inch white	LF	20.00	8.75	\$175.00	
2	EAST MONTGOMERY	Striping, Ther. 5-inch white	LF	3914.00	0.5	\$1,957.00	
2	EAST MONTGOMERY	Striping, Ther. 5-inch yellow	LF	3914.00	0.5	\$1,957.00	
2	EAST MONTGOMERY	Striping, Ther. 8-inch white	LF	0.00	2.95	\$0.00	
2 Total						\$65,028.79	
24	ALTERNATE PAY ITEMS	Shoulder Reconstruction, including material	Shldr R	0.5	20502	\$10,251.00	
24 Total						\$10,251.00	
25	ALTERNATE PAY ITEMS	Remove & Reset Existing Special Guide/Warning Signs , Grc	Each	10	99.95	\$999.50	
25 Total						\$999.50	
26	ALTERNATE PAY ITEMS	Traffic Control	LS	1	146000.56	\$146,000.56	
26 Total						\$146,000.56	
27	ALTERNATE PAY ITEMS	12.5mm Recycled Asph. Mill - Patching - Incl. Bit/Lime/Tack	TN	30.25	116.86	\$3,535.02	
27 Total						\$3,535.02	
28	ALTERNATE PAY ITEMS	Permanent Grassing	AC	1	4356	\$4,356.00	
28 Total						\$4,356.00	

CITY OF VILLA RICA
ROADWAY IMPROVEMENTS ON VARIOS ROADS

COUNTY	CARROLL					
ROAD NO.	NAME	ITEM	Unit	QTY	Sum of TOTAL	
4	CONNERS ROAD #2	12.5mm Recycled Asph. Mill - Patching - Incl. Bit/Lime/Tack	TN	55	\$6,480.86	
4	CONNERS ROAD #2	9.5mm Recycled Asph. Conc. - Incl. Bit/Lime/Tack	TN	336	\$28,821.53	
4	CONNERS ROAD #2	Adjust Manhole to Grade	EA	0	\$0.00	
4	CONNERS ROAD #2	Adjust Water Valve to Grade	EA	1	\$814.00	
4	CONNERS ROAD #2	Asphalt Rubber Crack Fill	LM	0	\$0.00	
4	CONNERS ROAD #2	Edge Mill	SY	599	\$1,856.56	
4	CONNERS ROAD #2	Raised Pavement Markers, TP 1	EA	0	\$0.00	
4	CONNERS ROAD #2	Striping, Ther. 24-inch white	LF	20	\$175.00	
4	CONNERS ROAD #2	Striping, Ther. 5-inch white	LF	4400	\$2,200.00	
4	CONNERS ROAD #2	Striping, Ther. 5-inch yellow	LF	4400	\$2,200.00	
4	CONNERS ROAD #2	Striping, Ther. 8-inch white	LF	0	\$0.00	
4	CONNERS ROAD #2	Striping, Therm., White	SY	489	\$1,833.33	
4	CONNERS ROAD #2	Striping, Therm., Yellow	SY	489	\$1,833.33	
4 Total					\$46,214.61	
5	WEST WILSON STREET	12.5mm Recycled Asph. Mill - Patching - Incl. Bit/Lime/Tack	TN	360.017778	\$42,071.68	
5	WEST WILSON STREET	9.5mm Recycled Asph. Conc. - Incl. Bit/Lime/Tack	TN	225	\$19,294.70	
5	WEST WILSON STREET	Adjust Manhole to Grade	EA	1	\$1,665.00	
5	WEST WILSON STREET	Adjust Water Valve to Grade	EA	0	\$0.00	
5	WEST WILSON STREET	Asphalt Rubber Crack Fill	LM	0	\$1,600.00	
5	WEST WILSON STREET	Edge Mill	SY	0	\$0.00	
5	WEST WILSON STREET	Raised Pavement Markers, TP 1	EA	50	\$375.00	
5	WEST WILSON STREET	Striping, Ther. 24-inch white	LF	40	\$350.00	
5	WEST WILSON STREET	Striping, Ther. 5-inch white	LF	2104	\$1,052.00	
5	WEST WILSON STREET	Striping, Ther. 5-inch yellow	LF	2104	\$1,052.00	
5	WEST WILSON STREET	Striping, Ther. 8-inch white	LF	189	\$557.55	
5 Total					\$68,017.93	
6	ANDERSON ROAD	12.5mm Recycled Asph. Mill - Patching - Incl. Bit/Lime/Tack	TN	94	\$10,992.83	
6	ANDERSON ROAD	9.5mm Recycled Asph. Conc. - Incl. Bit/Lime/Tack	TN	101	\$8,642.53	
6	ANDERSON ROAD	Adjust Manhole to Grade	EA	2	\$3,330.00	
6	ANDERSON ROAD	Adjust Water Valve to Grade	EA	0	\$0.00	
6	ANDERSON ROAD	Asphalt Rubber Crack Fill	LM	0	\$0.00	
6	ANDERSON ROAD	Edge Mill	SY	1466	\$4,544.60	
6	ANDERSON ROAD	Raised Pavement Markers, TP 1	EA	0	\$0.00	
6	ANDERSON ROAD	Striping, Ther. 24-inch white	LF	0	\$0.00	
6	ANDERSON ROAD	Striping, Ther. 5-inch white	LF	1466	\$733.00	
6	ANDERSON ROAD	Striping, Ther. 5-inch yellow	LF	1466	\$733.00	
6	ANDERSON ROAD	Striping, Ther. 8-inch white	LF	0	\$0.00	
6 Total					\$28,975.95	

CITY OF VILLA RICA
ROADWAY IMPROVEMENTS ON VARIOS ROADS

ROAD NO.	NAME	ITEM	Unit	QTY	Sum of TOTAL
7	OLD LIBERTY ROAD	12.5mm Recycled Asph. Mill - Patching - Incl. Bit/Lime/Tack	TN	20	\$2,309.54
7	OLD LIBERTY ROAD	9.5mm Recycled Asph. Conc. - Incl. Bit/Lime/Tack	TN	98	\$8,384.44
7	OLD LIBERTY ROAD	Adjust Manhole to Grade	EA	0	\$0.00
7	OLD LIBERTY ROAD	Adjust Water Valve to Grade	EA	0	\$0.00
7	OLD LIBERTY ROAD	Asphalt Rubber Crack Fill	LM	0	\$0.00
7	OLD LIBERTY ROAD	Edge Mill	SY	1422	\$4,408.89
7	OLD LIBERTY ROAD	Raised Pavement Markers, TP 1	EA	0	\$0.00
7	OLD LIBERTY ROAD	Striping, Ther. 24-inch white	LF	10	\$87.50
7	OLD LIBERTY ROAD	Striping, Ther. 5-inch white	LF	1280	\$640.00
7	OLD LIBERTY ROAD	Striping, Ther. 5-inch yellow	LF	1280	\$640.00
7	OLD LIBERTY ROAD	Striping, Ther. 8-inch white	LF	0	\$0.00
7 Total					\$16,470.38
8	WHITE STREET	12.5mm Recycled Asph.Conc. - Incl. Bit/Lime/Tack	TN	71	\$7,592.20
8	WHITE STREET	9.5mm Recycled Asph. Conc. - Incl. Bit/Lime/Tack	TN	44	\$3,799.20
8	WHITE STREET	G.A.B. 6" incl mat'l	SY	709	\$12,497.71
8	WHITE STREET	Striping, Ther. 24-inch white	LF	0	\$0.00
8	WHITE STREET	Striping, Ther. 5-inch white	LF	1160	\$580.00
8	WHITE STREET	Undercut Excavation	C.Y	107	\$4,303.81
8 Total					\$28,772.93
10	OLD STONE ROAD	12.5mm Recycled Asph. Mill - Patching - Incl. Bit/Lime/Tack	TN	138	\$16,129.67
10	OLD STONE ROAD	9.5mm Recycled Asph. Conc. - Incl. Bit/Lime/Tack	TN	527	\$45,228.84
10	OLD STONE ROAD	Adjust Manhole to Grade	EA	0	\$0.00
10	OLD STONE ROAD	Adjust Water Valve to Grade	EA	0	\$0.00
10	OLD STONE ROAD	Asphalt Rubber Crack Fill	LM	0	\$3,322.73
10	OLD STONE ROAD	Edge Mill	SY	3653	\$11,324.30
10	OLD STONE ROAD	Raised Pavement Markers, TP 1	EA	0	\$0.00
10	OLD STONE ROAD	Striping, Ther. 24-inch white	LF	21	\$183.75
10	OLD STONE ROAD	Striping, Ther. 5-inch white	LF	4386	\$2,193.00
10	OLD STONE ROAD	Striping, Ther. 5-inch yellow	LF	4386	\$2,193.00
10	OLD STONE ROAD	Striping, Ther. 8-inch white	LF	56	\$165.20
10 Total					\$80,740.48
14	GRAVEL ROAD APPROCHES	12.5mm Recycled Asph.Conc. - Incl. Bit/Lime/Tack	TN	100	\$10,733.80
14	GRAVEL ROAD APPROCHES	9.5mm Recycled Asph. Conc. - Incl. Bit/Lime/Tack	TN	63	\$5,371.28
14	GRAVEL ROAD APPROCHES	G.A.B. 6" incl mat'l	SY	152	\$2,677.15
14	GRAVEL ROAD APPROCHES	Striping, Ther. 24-inch white	LF	60	\$525.00
14	GRAVEL ROAD APPROCHES	Striping, Ther. 5-inch white	LF	0	\$0.00
14	GRAVEL ROAD APPROCHES	Undercut Excavation	C.Y	304	\$12,169.41
14 Total					\$31,476.64

CITY OF VILLA RICA
ROADWAY IMPROVEMENTS ON VARIOS ROADS

ROAD NO.	NAME	ITEM	Unit	QTY	Sum of TOTAL
16	COMMUNITY SQUARE BLVD	12.5mm Recycled Asph. Mill - Patching - Incl. Bit/Lime/Tack	TN	168	\$19,616.12
16	COMMUNITY SQUARE BLVD	12.5mm Recycled Asph. Conc. - Incl. Bit/Lime/Tack	TN	73	\$7,854.00
16	COMMUNITY SQUARE BLVD	9.5mm Recycled Asph. Conc. - Incl. Bit/Lime/Tack	TN	280	\$23,989.99
16	COMMUNITY SQUARE BLVD	Adjust Manhole to Grade	EA	1	\$1,665.00
16	COMMUNITY SQUARE BLVD	Adjust Water Valve to Grade	EA	0	\$0.00
16	COMMUNITY SQUARE BLVD	Asphalt Rubber Crack Fill	LM	0	\$0.00
16	COMMUNITY SQUARE BLVD	Edge Mill	SY	2889	\$8,955.56
16	COMMUNITY SQUARE BLVD	Raised Pavement Markers, TP 1	EA	0	\$0.00
16	COMMUNITY SQUARE BLVD	Striping, Ther. 24-inch white	LF	24	\$210.00
16	COMMUNITY SQUARE BLVD	Striping, Ther. 5-inch white	LF	3000	\$1,500.00
16	COMMUNITY SQUARE BLVD	Striping, Ther. 5-inch yellow	LF	3000	\$1,500.00
16	COMMUNITY SQUARE BLVD	Striping, Ther. 8-inch white	LF	0	\$0.00
16	COMMUNITY SQUARE BLVD	Undercut Excavation	C.Y	8	\$311.66
16	COMMUNITY SQUARE BLVD	G.A.B., incl mat'l	TON	233	\$9,179.51
16	COMMUNITY SQUARE BLVD	Conc. Curb & Gutter, 6 IN. X 24 IN., TP2	LF	74	\$3,214.56
16	COMMUNITY SQUARE BLVD	Undercut Excavation-Community Square Blvd. Concrete Sect	C.Y	159	\$13,488.44
16 Total					\$91,484.83
18	MCNEILUS CT	12.5mm Recycled Asph. Mill - Patching - Incl. Bit/Lime/Tack	TN	231	\$27,016.08
18	MCNEILUS CT	9.5mm Recycled Asph. Conc. - Incl. Bit/Lime/Tack	TN	0	\$0.00
18	MCNEILUS CT	Adjust Manhole to Grade	EA	0	\$0.00
18	MCNEILUS CT	Adjust Water Valve to Grade	EA	0	\$0.00
18	MCNEILUS CT	Asphalt Rubber Crack Fill	LM	0	\$0.00
18	MCNEILUS CT	Edge Mill	SY	0	\$0.00
18	MCNEILUS CT	Raised Pavement Markers, TP 1	EA	0	\$0.00
18	MCNEILUS CT	Striping, Ther. 24-inch white	LF	22	\$192.50
18	MCNEILUS CT	Striping, Ther. 5-inch white	LF	1040	\$520.00
18	MCNEILUS CT	Striping, Ther. 5-inch yellow	LF	1040	\$520.00
18	MCNEILUS CT	Striping, Ther. 8-inch white	LF	0	\$0.00
18 Total					\$28,248.58
19	RUSSEL ST	12.5mm Recycled Asph. Mill - Patching - Incl. Bit/Lime/Tack	TN	24	\$2,828.01
19	RUSSEL ST	9.5mm Recycled Asph. Conc. - Incl. Bit/Lime/Tack	TN	185	\$15,880.14
19	RUSSEL ST	Adjust Manhole to Grade	EA	4	\$6,660.00
19	RUSSEL ST	Adjust Water Valve to Grade	EA	3	\$2,442.00
19	RUSSEL ST	Asphalt Rubber Crack Fill	LM	0	\$0.00
19	RUSSEL ST	Edge Mill	SY	2694	\$8,350.44
19	RUSSEL ST	Raised Pavement Markers, TP 1	EA	0	\$0.00
19	RUSSEL ST	Striping, Ther. 24-inch white	LF	10	\$87.50
19	RUSSEL ST	Striping, Ther. 5-inch white	LF	1040	\$520.00
19	RUSSEL ST	Striping, Ther. 5-inch yellow	LF	1040	\$520.00
19	RUSSEL ST	Striping, Ther. 8-inch white	LF	0	\$0.00
19 Total					\$37,288.09
20	MYRTLE ST.	12.5mm Recycled Asph. Mill - Patching - Incl. Bit/Lime/Tack	TN	0	\$0.00
20	MYRTLE ST.	9.5mm Recycled Asph. Conc. - Incl. Bit/Lime/Tack	TN	170	\$14,570.07
20	MYRTLE ST.	Adjust Manhole to Grade	EA	2	\$3,330.00
20	MYRTLE ST.	Adjust Water Valve to Grade	EA	1	\$814.00
20	MYRTLE ST.	Asphalt Rubber Crack Fill	LM	0	\$0.00
20	MYRTLE ST.	Edge Mill	SY	2471	\$7,661.55
20	MYRTLE ST.	Raised Pavement Markers, TP 1	EA	0	\$0.00
20	MYRTLE ST.	Striping, Ther. 24-inch white	LF	10	\$87.50
20	MYRTLE ST.	Striping, Ther. 5-inch white	LF	1280	\$640.00
20	MYRTLE ST.	Striping, Ther. 5-inch yellow	LF	1280	\$640.00
20	MYRTLE ST.	Striping, Ther. 8-inch white	LF	0	\$0.00
20 Total					\$27,743.12

CITY OF VILLA RICA
ROADWAY IMPROVEMENTS ON VARIOS ROADS

ROAD NO.	NAME	ITEM	Unit	QTY	Sum of TOTAL
21	JONES ST	12.5mm Recycled Asph. Mill - Patching - Incl. Bit/Lime/Tack	TN	0	\$0.00
21	JONES ST	9.5mm Recycled Asph. Conc. - Incl. Bit/Lime/Tack	TN	61	\$5,240.28
21	JONES ST	Adjust Manhole to Grade	EA	0	\$0.00
21	JONES ST	Adjust Water Valve to Grade	EA	0	\$0.00
21	JONES ST	Asphalt Rubber Crack Fill	LM	0	\$0.00
21	JONES ST	Edge Mill	SY	889	\$2,755.56
21	JONES ST	Raised Pavement Markers, TP 1	EA	0	\$0.00
21	JONES ST	Striping, Ther. 24-inch white	LF	12	\$105.00
21	JONES ST	Striping, Ther. 5-inch white	LF	400	\$200.00
21	JONES ST	Striping, Ther. 5-inch yellow	LF	400	\$200.00
21	JONES ST	Striping, Ther. 8-inch white	LF	0	\$0.00
21	JONES ST	Striping, Ther. PVMT marking,word, TP 5 (AHEAD)	Each	0	\$0.00
21	JONES ST	Striping, Ther. PVMT marking,word, TP 3A (SCHOOL)	Each	0	\$0.00
21 Total					\$8,500.83
22	PEACHTREE ST	12.5mm Recycled Asph. Mill - Patching - Incl. Bit/Lime/Tack	TN	0	\$0.00
22	PEACHTREE ST	9.5mm Recycled Asph. Conc. - Incl. Bit/Lime/Tack	TN	94	\$8,024.18
22	PEACHTREE ST	Adjust Manhole to Grade	EA	2	\$3,330.00
22	PEACHTREE ST	Adjust Water Valve to Grade	EA	3	\$2,442.00
22	PEACHTREE ST	Asphalt Rubber Crack Fill	LM	0	\$742.42
22	PEACHTREE ST	Edge Mill	SY	1089	\$3,375.56
22	PEACHTREE ST	Raised Pavement Markers, TP 1	EA	40	\$300.00
22	PEACHTREE ST	Striping, Ther. 24-inch white	LF	26	\$227.50
22	PEACHTREE ST	Striping, Ther. 5-inch white	LF	960	\$480.00
22	PEACHTREE ST	Striping, Ther. 5-inch yellow	LF	960	\$480.00
22	PEACHTREE ST	Striping, Ther. 8-inch white	LF	224	\$660.80
22	PEACHTREE ST	Striping, Ther. PVMT marking,word, TP 3A (SCHOOL)2	Each	1	\$150.00
22	PEACHTREE ST	Striping, Ther. PVMT marking,word, TP 5 (SLOW)	Each	1	\$150.00
22 Total					\$20,362.46
23	S. DOGWOOD	12.5mm Recycled Asph. Mill - Patching - Incl. Bit/Lime/Tack	TN	0	\$0.00
23	S. DOGWOOD	9.5mm Recycled Asph. Conc. - Incl. Bit/Lime/Tack	TN	166	\$14,232.59
23	S. DOGWOOD	Adjust Manhole to Grade	EA	2	\$3,330.00
23	S. DOGWOOD	Adjust Water Valve to Grade	EA	1	\$814.00
23	S. DOGWOOD	Asphalt Rubber Crack Fill	LM	0	\$0.00
23	S. DOGWOOD	Edge Mill	SY	1333	\$4,133.33
23	S. DOGWOOD	Raised Pavement Markers, TP 1	EA	0	\$0.00
23	S. DOGWOOD	Striping, Ther. 24-inch white	LF	24	\$210.00
23	S. DOGWOOD	Striping, Ther. 5-inch white	LF	1600	\$800.00
23	S. DOGWOOD	Striping, Ther. 5-inch yellow	LF	1600	\$800.00
23	S. DOGWOOD	Striping, Ther. 8-inch white	LF	112	\$330.40
23	S. DOGWOOD	Stripping,Therm.,White	SY	0	\$0.00
23	S. DOGWOOD	Stripping,Therm.,Yellow	SY	465	\$1,743.75
23	S. DOGWOOD	Striping, Ther. PVMT marking,word, TP 3A (SCHOOL)2	Each	1	\$150.00
23	S. DOGWOOD	Striping, Ther. PVMT marking,word, TP 5 (SLOW)	Each	1	\$150.00
23 Total					\$26,694.08
17A	INTERSECTION ANDREW WAY@W. INDUSTRIAL PARK	12.5mm Recycled Asph. Mill - Patching - Incl. Bit/Lime/Tack	TN	468	\$54,745.87
17A	INTERSECTION ANDREW WAY@W. INDUSTRIAL PARK	12.5mm Recycled Asph.Conc. - Incl. Bit/Lime/Tack	TN	0	\$0.00
17A	INTERSECTION ANDREW WAY@W. INDUSTRIAL PARK	9.5mm Recycled Asph. Conc. - Incl. Bit/Lime/Tack	TN	0	\$0.00
17A	INTERSECTION ANDREW WAY@W. INDUSTRIAL PARK	Edge Mill	SY	0	\$0.00
17A	INTERSECTION ANDREW WAY@W. INDUSTRIAL PARK	Striping, Ther. 24-inch white	LF	60	\$525.00
17A	INTERSECTION ANDREW WAY@W. INDUSTRIAL PARK	Striping, Ther. 5-inch white	LF	510	\$255.00
17A	INTERSECTION ANDREW WAY@W. INDUSTRIAL PARK	Striping, Ther. 5-inch yellow	LF	510	\$255.00
17A Total					\$55,780.87

CITY OF VILLA RICA
ROADWAY IMPROVEMENTS ON VARIOS ROADS

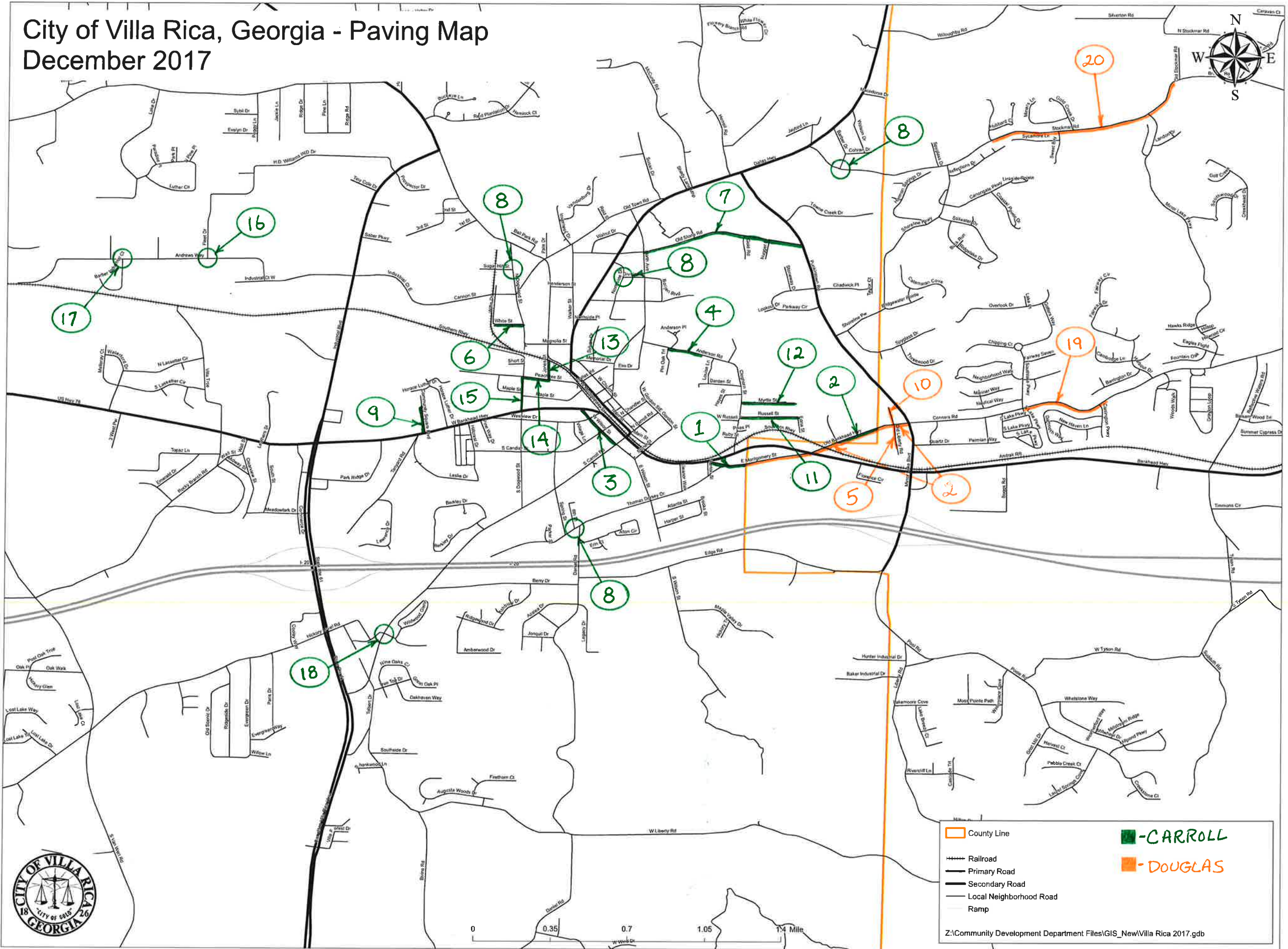
ROAD NO.	NAME	ITEM	Unit	QTY	Sum of TOTAL
17B	INTERSECTION BARBER INDUSTRIAL CT@ ANDREW WAY	12.5mm Recycled Asph. Mill - Patching - Incl. Bit/Lime/Tack	TN	191	\$22,316.12
17B	INTERSECTION BARBER INDUSTRIAL CT@ ANDREW WAY	12.5mm Recycled Asph.Conc. - Incl. Bit/Lime/Tack	TN	0	\$0.00
17B	INTERSECTION BARBER INDUSTRIAL CT@ ANDREW WAY	9.5mm Recycled Asph. Conc. - Incl. Bit/Lime/Tack	TN	0	\$0.00
17B	INTERSECTION BARBER INDUSTRIAL CT@ ANDREW WAY	Edge Mill	SY	0	\$0.00
17B	INTERSECTION BARBER INDUSTRIAL CT@ ANDREW WAY	Raised Pavement Markers, TP 1	EA	40	\$300.00
17B	INTERSECTION BARBER INDUSTRIAL CT@ ANDREW WAY	Striping, Ther. 24-inch white	LF	60	\$525.00
17B	INTERSECTION BARBER INDUSTRIAL CT@ ANDREW WAY	Striping, Ther. 5-inch white	LF	120	\$60.00
17B	INTERSECTION BARBER INDUSTRIAL CT@ ANDREW WAY	Striping, Ther. 5-inch yellow	LF	120	\$60.00
17B Total					\$23,261.12
17C	INTERSECTION S CARROLL@ COMMONS WAY	12.5mm Recycled Asph. Mill - Patching - Incl. Bit/Lime/Tack	TN	212	\$24,774.03
17C	INTERSECTION S CARROLL@ COMMONS WAY	12.5mm Recycled Asph.Conc. - Incl. Bit/Lime/Tack	TN	0	\$0.00
17C	INTERSECTION S CARROLL@ COMMONS WAY	9.5mm Recycled Asph. Conc. - Incl. Bit/Lime/Tack	TN	0	\$0.00
17C	INTERSECTION S CARROLL@ COMMONS WAY	Edge Mill	SY	0	\$0.00
17C	INTERSECTION S CARROLL@ COMMONS WAY	Striping, Ther. 24-inch white	LF	15	\$131.25
17C	INTERSECTION S CARROLL@ COMMONS WAY	Striping, Ther. 5-inch white	LF	643	\$321.50
17C	INTERSECTION S CARROLL@ COMMONS WAY	Striping, Ther. 5-inch yellow	LF	0	\$0.00
17C	INTERSECTION S CARROLL@ COMMONS WAY	Stripping,Therm.,White	SY	149	\$557.08
17C	INTERSECTION S CARROLL@ COMMONS WAY	Stripping,Therm.,Yellow	SY	0	\$0.00
17C Total					\$25,783.86

CITY OF VILLA RICA
ROADWAY IMPROVEMENTS ON VARIOS ROADS

COUNTY	DOUGLAS
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ROAD NO.	NAME	ITEM	Unit	QTY	Sum of TOTAL
3	CONNERS ROAD	9.5mm Recycled Asph. Conc. - Incl. Bit/Lime/Tack	TN	1213	\$104,042.83
3	CONNERS ROAD	Adjust Manhole to Grade	EA	2	\$3,330.00
3	CONNERS ROAD	Adjust Water Valve to Grade	EA	3	\$2,442.00
3	CONNERS ROAD	Asphalt Rubber Crack Fill	LM	1	\$8,000.00
3	CONNERS ROAD	Edge Mill	SY	12333	\$38,233.33
3	CONNERS ROAD	Raised Pavement Markers, TP 1	EA	95	\$712.50
3	CONNERS ROAD	Striping, Ther. 24-inch white	LF	48	\$420.00
3	CONNERS ROAD	Striping, Ther. 5-inch white	LF	3800	\$1,900.00
3	CONNERS ROAD	Striping, Ther. 5-inch yellow	LF	3800	\$1,900.00
3	CONNERS ROAD	Striping, Ther. 8-inch white	LF	180	\$531.00
3	CONNERS ROAD	Stripping, Therm., White	SY	0	\$1.24
3	CONNERS ROAD	Stripping, Therm., White	SY	406	\$1,522.50
3	CONNERS ROAD	Striping, Ther. PVMT marking, word, TP 5 (AHEAD)	Each	1	\$150.00
3	CONNERS ROAD	Striping, Ther. PVMT marking, word, TP 3A (SCHOOL)	Each	1	\$150.00
3 Total					\$163,335.40
1	STOCKMAR ROAD	12.5mm Recycled Asph. Mill - Patching - Incl. Bit/Lime/Tack	TN	81	\$9,426.71
1	STOCKMAR ROAD	9.5mm Recycled Asph. Conc. - Incl. Bit/Lime/Tack	TN	816	\$69,968.19
1	STOCKMAR ROAD	Adjust Manhole to Grade	EA	0	\$0.00
1	STOCKMAR ROAD	Adjust Water Valve to Grade	EA	0	\$0.00
1	STOCKMAR ROAD	Asphalt Rubber Crack Fill	LM	1	\$7,120.00
1	STOCKMAR ROAD	Edge Mill	SY	10418	\$32,295.11
1	STOCKMAR ROAD	Raised Pavement Markers, TP 1	EA	0	\$0.00
1	STOCKMAR ROAD	Striping, Ther. 24-inch white	LF	20	\$175.00
1	STOCKMAR ROAD	Striping, Ther. 5-inch white	LF	9376	\$4,688.00
1	STOCKMAR ROAD	Striping, Ther. 5-inch yellow	LF	9376	\$4,688.00
1	STOCKMAR ROAD	Striping, Ther. 8-inch white	LF	56	\$165.20
1 Total					\$128,526.21

City of Villa Rica, Georgia - Paving Map
December 2017



2018 - 2019 Paving Projects			
Road Name:		County	Cost
1	East Montgomery	Carroll/Douglas	\$65,028.79
2	Conners Road # 1	Carroll/Douglas	\$46,214.61
3	West Wilson	Carroll	\$68,017.93
4	Anderson Road	Carroll	\$28,975.95
5	Old Liberty Road	Douglas	\$16,470.38
6	White Street	Carroll	\$28,772.93
7	Old Stone Road	Carroll	\$80,740.48
8	Gravel Road Approaches	Carroll	\$31,476.64
9	Community Square	Carroll	\$91,484.83
10	Mcneilus Court	Douglas	\$28,248.58
11	Russell Street	Carroll	\$37,288.09
12	Myrtle Street	Carroll	\$27,743.12
13	Jones Street	Carroll	\$8,500.83
14	Peachtree Street	Carroll	\$20,362.46
15	South Dogwood	Carroll	\$26,694.08
16	Intersection Andrew way @ W. Industrial Park	Carroll	\$55,780.87
17	Intersection Barber Industrial Ct @ Andrew Way	Carroll	\$23,261.12
18	Intersection of S. Carroll @ Commons Way	Carroll	\$25,783.86
19	Conners Road # 2	Douglas	\$163,335.40
20	Stockmar Road	Douglas	\$128,526.21
Total :		\$1,002,707.16	
Alternate Pay Items:			
Item:		Quantity:	Price:
	Shoulder Reconstruction, Including Material	0.5	\$10,251.00
	Remove and reset existing special guide/warning signs	10	\$999.50
	Traffic Control	1	\$146,000.56
	12.5mm recycled asphalt mill-patching-incl. Bit/lime/tack	30.25	\$3,535.00
	Permanent Gassing	1	\$4,356.00
Total for Alternate Pay Items:		\$165,142.06	
	2018 - 2019 Paving Project Grand Total:		\$1,167,849.22