

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

City of Villa Rica



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

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

MAYOR & COUNCIL MEETING AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
November 8, 2022 | 6:00 PM

Meeting Call to Order (Mayor Gil McDougal)

Invocation (Pastor Susan Jones, Macedonia Baptist Church)

Pledge of Allegiance Officer Cameron Roseberry

Ceremonial Presentations (Mayor & Council)

Adoption of the Agenda (Mayor Gil McDougal)

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

Council Updates (Subjects of General Interest and Concern)

Consent Agenda (Mayor Gil McDougal)

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. Contract between City and CVB for Distribution of Funds Pursuant to Hotel/Motel Tax (C. David Mecklin, City Attorney)
2. Purchase F150 for Code Enforcement (Nic Griffin, Building & Project Manager)
3. Addendum to the Paycom HRIS (Human Resources Information System)
4. 2022 Downtown Development Authority Appointment of Rob Smith (Alisa Doyal, Main Street Manager)
5. AV System Upgrade at V-Plex
6. Fill a Vacancy of the Villa Rica Recreation Advisory Commission with Amy Bradley
7. Purchase and Deploy Five (5) Additional Axon Taser 7 Electronic Control Weapons (ECW) for Use in the Police Department
8. Solid Waste Pickup Change from Weekly to Bi-Weekly or Two Pickups per Month
9. Water System Tank Maintenance Agreement

10. Lead and Copper Monitoring Rule Service Agreement
11. North Plant Solids Handling Chamber Design
12. Approve New City Clerk
13. Purchasing Authority for Staff
14. Contract with new Probation Agency
15. Parks and Recreation Master Plan
16. Approval of Addendum No. 23 with Carter & Sloope to Design North Bypass Water Line
17. Approval of Proposal to Design an Upgrade to North Avenue

A. Governing Body (Mayor Gil McDougal)

1. Approval of Council Meeting Minutes of October 4, 2022
2. Approval of Special Called Meeting Minutes of October 14, 2022
3. 2023 Proposed Council Meetings

B. Community Development (Tracy Jarvis, Director)

1. VA-13-22 - 395 West Bankhead Highway - Stream Buffer Variance and Public Hearing (Ron Johnson, Planning & Zoning Specialist)
2. Amendment to Section 7.02 - *Offstreet Parking and Loading* (Contained in the City of Villa Rica Zoning Code) and Public Hearing (Ron Johnson, Planning & Zoning Specialist)
3. Amendment to Section 7.08 - *Tree Conservation, Buffers, and Landscaping Compliance* (Contained in the City of Villa Rica Zoning Code) and Public Hearing (Ron Johnson, Planning & Zoning Specialist)

C. Deputy City Manager/CFO (Sarah Andrews)

1. Increase Police Night Shift Differential

D. City Manager (Tom Barber)

City Manager's Report (Tom Barber)

E. Executive Session (David Mecklin, City Attorney)

1. Meeting to discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee as provided in Georgia Code Section 50-14-3(b)(2).
2. Meeting to discuss or vote to enter into an option to purchase, dispose of, or lease real estate subject to approval in a subsequent public vote as provided in Georgia Code Section 50-14-3(b)(1)(E).

Adjournment (Mayor Gil McDougal)



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Villa Rica Convention and Visitors Bureau, Inc. ("CVB")

AGENDA DATE: November 8, 2022

DATE PREPARED: October 25, 2022

PREPARED BY: C. David Mecklin, Jr., City Attorney

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: The City of Villa Rica is authorized by statute and ordinance to collect an 8% hotel/motel tax pursuant to O.C.G.A. § 48-13-51, *et. seq.* Pursuant to the terms of that statute, the City is obligated to contract with a third party to provide services for promoting tourism, conventions and trade shows within the City of Villa Rica, Georgia. From 2016 until now, the City has contracted with the DDA to provide those services even though the CVB was providing those services and was actually receiving the money. The purpose of the revised contract is to indicate that the agreement is between the City and the CVB. Although the CVB has been receiving the funds for the past several years, there has been no contract governing the terms of the agreement between the City and the CVB. The purpose of this agreement is to formalize the relationship between the City and the CVB and to provide certain duties and obligations on behalf of both parties for the purposes of promoting tourism within the City.

STAFF RECOMMENDATION: Staff recommends that the Council approve the execution of the Contract for Tourism Development Services Between The City of Villa Rica and The Villa Rica Convention and Visitors Bureau which is attached hereto.

MOTION: I move to approve the Contract for Tourism Development Services Between The City of Villa Rica and The Villa Rica Convention and Visitors Bureau, Inc., which is attached to this cover sheet.

CONTRACT FOR TOURISM DEVELOPMENT SERVICES

This contract, entered into by and between the City of Villa Rica, a political entity and body politic of the State of Georgia (the “City”) and the Villa Rica Convention and Visitors Bureau, Inc. (“CVB”), as follows:

Whereas, the City of Villa Rica has approved the collection of a “Hotel/Motel Tax” at the rate of eight percent (8%) as provided by O.C.G.A. §48-13-51; and

Whereas, the City intends that such funds as may be collected shall be expended for the purpose of promoting tourism, conventions, and trade shows; and

Whereas, the City desires to contract with an authorized entity for the implementation and management of said promotion; and

Whereas, the CVB has, with the concurrence of the City, developed a strategy for said promotion, and City and CVB wish to enter into a formal contract setting out the respective responsibilities of the parties;

Now Therefore, the parties agree as follows:

1.

The purpose of this contract is to provide for the promotion of tourism, conventions and trade shows in the City of Villa Rica.

2.

To fund this promotion, the City has imposed an eight percent (8%) tax on hotel/motel accommodations (as defined by law); the Georgia statute requires that the tax collected for this purpose, less any administrative costs incurred by the City, shall be used for certain purposes for the promotion of the tourism in the geographical area from which the tax was generated.

3.

Of the total 8% collected, the City will distribute the Hotel/Motel tax receipts quarterly as follows and as prescribed by Georgia Law:

- i. 3 ½ % shall be allocated for the purpose of promoting tourism, conventions and trade shows within the City of Villa Rica, Georgia;
- ii. 1 ½% shall be allocated towards tourism product development purposes, including renovations to a Welcome Center, The Mill, The V-Plex, the Pine Mountain Gold Museum and other City attractions, corridor and gateway improvements and signage and any/all other physical improvements associated with a community “branding” campaign and any other permissible use under O.C.G.A. § 48-13-50, et seq.; and

iii. 3% shall be allocated to the general fund of the City of Villa Rica, Georgia.

4.

The City shall designate a Tourism Manager who will work with the CVB to promote tourism, conventions, and trade shows within the City of Villa Rica.

5.

The CVB will provide a complete annual budget to the City not later than September 1 of each year for the following year. This will be in addition to the monthly reports and is in compliance with O.C.G.A. §48-13-51(9)(A).

6.

The CVB will provide an audit verification each year. The verification must show how the CVB used the funds under this Contract in conformity with O.C.G.A. §48-13-51(9). The CVB will further provide to City a copy of each report provided to State of Georgia showing the use of the Hotel/Motel tax collections, along with any support documentation. These documents will be provided to the City Finance Director, with a copy to the City Clerk, in the same form (paper or email, for example) as provided to the State.

7.

The CVB will make monthly financial reports to the City Finance Director, with a copy to the City Clerk, showing income and expenditures under this Contract, and will, in writing, provide the City with periodic updates on activities and services undertaken by the CVB pursuant to this tourism development services contract.

8.

The CVB will implement a tourism development program in accordance with this Contract and any subsequent amendment agreed to in writing by the parties.

9.

It is the intent of the parties that this Contract shall be implemented in order to assist the development of the tourism industry by increasing support for targeted advertising, for the development of destination quality festivals and attractions in the City, and for the creation of a Welcome Center with adequate staffing for tourism services. The primary goal of this joint tourism development program is to increase visitors spending and overnight stays, to encourage return visits and ultimately, to improve and increase jobs and incomes for the citizens of Villa Rica.

10.

This Contract shall be for the period beginning January 1, 2023, through December 31, 2023.

11.

This Contract may automatically be renewed annually on January 1, 2024 and every January 1 thereafter, on the same or amended terms, subject to the annual review and renewal by the City Council of Villa Rica which shall normally take place at the September meeting each year, or at the first meeting following the submission, review and approval of the proposed annual budget for the following year, whichever last occurs. Either party shall give notice in writing to the other party at least thirty (30) days prior to the expiration of the Contract of its intent not to renew the Contract. Further, either party shall have the right to cancel this Contract at any time by providing thirty (30) days written notice. If the next effective year begins without action by either party, this Contract, or its successor Contract, unless otherwise provided in writing, shall continue in full force and effect until formal action is taken by either party to terminate the Contract.

12.

At the termination of this Contract by either party, the CVB shall return to the City all unspent funds within three months.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below:

Villa Rica Convention and Visitors Bureau, Inc.

City of Villa Rica

Approved: _____, 2022

Approved: _____, 2022

Gil McDougal, Mayor

Attest:

Attest:

Theresa Campbell, City Clerk



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Code Enforcement F-150
AGENDA DATE: November 8th, 2022
DATE PREPARED: October 27, 2022
PREPARED BY: Nic Griffin

AMOUNT: \$29,785.00
GL ACCOUNT #: 350-7450-742200
FUNDING SOURCE: Operating
BUDGETED ITEM? Yes

PURPOSE: To provide the Code Enforcement department with a reliable vehicle that would suit the demands of the department's duties.

BACKGROUND: Currently, the Code Enforcement Manager is driving a 2004 F-150 with over 200,000 miles. During the reorganizing of various departments last year, there was \$30,000 approved and allocated for the purchase of a new vehicle for this department. Staff was unable to find a vehicle for sale until this week. Due to the market and supply chain issues, vehicles are not as easily procured as they have been in the past.

Peach state Ford has taken delivery of a 2022 F-150 regular cab that would be an ideal vehicle for this department. Peach state has put their government incentive and discount on the vehicle, resulting in a savings of \$4,300 off the original price. They would sell the vehicle to the City of Villa Rica for the amount of \$29,365. They could also include the installation of strobes that would be on the four corners of the vehicle for \$420. Adding this package would total the cost at \$29,785.00.

STAFF RECOMMENDATION: Staff recommends purchasing this 2022 F-150 from Peach State Ford.

IMPACT:

Purchasing this vehicle would provide the Code Enforcement Manager the ability to reliably perform the mobile demands of the job. Purchasing this vehicle would allow the older 2004 truck to be transferred to the Building Maintenance department to be used by one of the technicians.

MOTION: I move to authorize the City Manager to purchase a 2022 F-150 from Peach State Ford for the amount of \$29,785.00.

DEALER 21V 575

VIN 1FTMF1CB0NKF20696

F158 482 REGULAR CAB - 127 31526.00 38101.00
 2022 MODEL YEAR
 M7 CARBONIZED GRAY METALLIC
 C8 DARK SLATE CLOTH 40/20/40
 INCLUDED ON THIS VEHICLE
 EQUIPMENT GROUP 100A
 XL SERIES
 OPTIONAL EQUIPMENT/OTHER
 17" SILVER STEEL WHEELS
 99B 3.3L V6 PFDI
 44G ELEC TEN-SPEED AUTO W/TOW MODE
 245/70R 17 BSW ALL-SEASON
 X19 3.55 RATIO REGULAR AXLE NC NC
 601G8 GVWR PACKAGE
 JOB #2 ORDER
 153 FRONT LICENSE PLATE BRACKET NC NC
 425 50 STATE EMISSIONS NC NC
 96P BEDLINER-PLASTIC DROP-IN *ACCY 350.00 319.00
 FLEX FUEL VEHICLE
 TOTAL OPTIONS/OTHER 350.00 319.00
 TOTAL VEHICLE & OPTIONS/OTHER 31870.00 30420.00
 DESTINATION & DELIVERY 1795.00 1795.00
 TOTAL FOR VEHICLE 33665.00
 FUEL CHARGE 102.12
 CV LOT MANAGEMENT 10.00
 SHIPPING WEIGHT 3898 LBS.
 TOTAL 33665.00 32327.12

City of Villa Rica

10-25-22

cat

→ 4,300 Government & Peach State
 Incentive/Discount
 \$29,365⁰⁰
 includes delivery

* options
 * 4-corner LED strokes = \$420
 * Drop-in bed liner = already included
 * Toolbox = \$490

This invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to Peach State Ford 2076 Rockmart Highway Cedartown		21V575 GA 30125		Order Type 2				Ramp Code CH7Z		Batch ID NJ132		Price Level 265	
Ship to (if other than above)				Date Inv. Prepared 09 13 22		Item Number 21-0808		Transit Days 15		Ship Through			
Invoice & Unit Identification NO. 1FTMF1CB0NKF20696				Final Assembly Point KANSAS CITY				Finance Company and/or Bank Ford Motor Credit 000001					
HB	Invoice Total	A & Z Plan	D Plan	X Plan	FPA	AA							
637	32327.12	31248.12	31348.12	32472.81		478.00							

This invoice to be used for the billing of vehicles only

Dealer's copy



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Addendum to the Paycom HRIS (Human Resource Information System)

AGENDA DATE: October 26, 2022

DATE PREPARED: October 26, 2022

PREPARED BY: Lena Taylor

AMOUNT: \$11,440

GL ACCOUNT #: 100-1540-521230

FUNDING SOURCE: Payroll

BUDGETED ITEM? Yes

PURPOSE: To approve automating the Benefits to Carrier Feed via Paycom

BACKGROUND:

Currently, HR manually keys in all benefit related transactions. This service will automatically update the employee's benefit information with the carriers which will eliminate the chance of human error. The cost is \$440 per pay period and was budget approved in the payroll processing services line and can fluctuate up or down depending on the number of employees that we have.

STAFF RECOMMENDATION: Approval.

MOTION: I move to approve adding our current HRIS system's Benefits to Carrier Feed Service.

Proposal Prepared for Valued Partner - CITY OF VILLA RICA OKC: 0CQ87
Proposal #174-26.08-2.38-440.20-0CQ87-437616
Frequency: BI-WEEKLY / Number of Checks/Vouchers: 174



Created on 10/24/2022. Valid For 30 Days.

Client Signature
Lena Taylor
Printed Name

HR Director
Title
Date

Human Capital Management Solution

Solution	Base	Per Check	Per Payroll Fee
Beti			Included
- Approve My Check			Included
- Payroll Automation			Included
- Payroll Dashboard			Included
Benefits-to-Carrier			Included
Total	174	\$ 26.08	\$ 440.20

Grand Total Per Payroll	\$ 440.20
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One-Time Conversion, Set-Up and Training				
Solution	Option	Quantity	Per Unit Charge	Fee
Client Conversion	Included			\$ 454.05
Training	Included			Included
Total Initial Investment				\$ 454.05

Carrier Feeds		
Solution	Option	Per Unit Charge
Carrier Feeds	Included	\$650.00 per Plan Type to be billed upon completion

All Pricing is subject to change with written or electronic notice. Client acknowledges and agrees that delivery fees and check stuffing fees do not always involve delivery of a physical check, paystub, and/or report to Client. Additional processing fees may apply.

..

All applicable taxes, including but not limited to sales or service taxes, are not included in the above proposal(unless specified otherwise). Client is responsible for applicable taxes in addition to the fees outlined in the proposal. Applicable taxes may vary by jurisdiction.



General Terms and Conditions

Capitalized words in these general terms and conditions (the “General Terms and Conditions”) that are not otherwise defined herein shall have the same meaning given in the PHCMSA. Paycom and the Client agree as follows with respect to the Services. Paycom and Client are referred to herein collectively as the “Parties” and each individually as a “Party.”

1. Paycom’s Obligations. Paycom shall perform the Services in accordance with the Agreement.

2. Paycom Representations and Warranties. Paycom represents and warrants to Client that:

2.1. Paycom shall, upon written request, provide Client with a copy of its most recent Service Organization Control 1 Report for Description of Paycom Software, Inc.’s Payroll Processing System and Service Organization Control 2 Report for Description of Paycom Software, Inc.’s Payroll Processing System (the “SOC Reports”). Paycom shall maintain controls on its payroll processing systems at a similar level to continue to achieve the control objectives described in the SOC Reports and it shall make any such future reports or similar industry audit reports available to Client upon Client’s request.

2.2. Paycom currently maintains certification for ISO 27001:2013 which governs its physical and technical security controls. Paycom shall maintain controls on its physical and technical security systems at a similar level to continue to achieve the control objectives of ISO 27001:2013.

2.3. Except as otherwise expressly stated herein, Paycom makes no other representations and warranties.

3. As Is, Disclaimers. THE SERVICES PROVIDED BY PAYCOM PURSUANT TO THE AGREEMENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. EXCEPT AS EXPRESSLY STATED HEREIN, TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, PAYCOM DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SYSTEM INTEGRATION, AND NONINFRINGEMENT.

4. Paycom’s Intellectual Property; Use of Trademarks and Trade Names. Paycom grants Client a non-exclusive, non-transferable license, exercisable solely during the term of the Agreement, to use applicable Paycom technology, including the computer software programs made accessible to Client by Paycom in connection with the Services, manuals, training materials and any other technology provided by Paycom to Client in connection with the provision of the Services (collectively, the “Paycom Technology”) solely for the purpose of accessing and using the Services. Client shall have no right to use the Paycom Technology for any purpose other than accessing and using the

Services. Except for the rights expressly granted above, the Agreement does not transfer from Paycom to Client any rights to the Paycom Technology (or Paycom’s licensor’s technology), and all right, title and ownership interest in and to any Paycom Technology shall remain solely with Paycom. Client shall not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or any other intellectual property and/or proprietary information from any of the Paycom Technology. Client acknowledges and agrees that Paycom’s trademarks, tradenames, service marks, logos, other names and marks, and related product and service names, design marks, and slogans are the sole and exclusive property of Paycom. Client is not authorized to and shall not use, nor shall Client in any manner cause others to use, any of Paycom’s trademarks, tradenames, service marks, logos, other names and/or marks, and/or related product and service names, design marks, and/or slogans in any advertising, any publicity, any forum, any social media, or in any other manner, without the prior written consent of Paycom.

Unless otherwise required by law or regulation, Client agrees that neither Client nor its then-current representatives (including its then-current members, managers, officers, and/or personnel) shall make any public statements or cause or encourage others to make, or allow to remain available for viewing, any public statement regarding Paycom, its business practices, its officers, its directors, its products, its Services, and/or its employees. Client acknowledges and agrees that this prohibition extends to statements made to the public generally and/or any grouping of individuals, including but not limited to, the news media, the internet, social media platforms, investors, potential investors, industry associations, industry conferences, industry publications, and/or seminars. Client understands and agrees that this Section is a material provision of this Agreement and that any breach of this Section shall be a material breach of this Agreement, and that Paycom would be irreparably harmed by violation of this Section. The prohibition on non-private statements contained herein does not apply to internal communications entirely among Client’s own personnel relating to Paycom, Paycom’s products, Paycom’s Services or Client’s experiences with Paycom’s personnel, products or Services.

5. Paycom’s Indemnity Obligation. Subject to the terms and conditions of the Agreement, including the limitations of liability, monetary caps, and exclusion of certain types of damages provided for herein, Paycom shall indemnify and hold Client and its affiliates, and their respective employees and agents harmless from any and all liabilities, demands, actions, claims, judgments, losses, damages, and costs (including reasonable attorneys’ fees) brought by any third party and arising out of or related to Paycom’s or Paycom’s employees’ gross negligence or willful misconduct.

6. Reliance on Client's Information; Responsibility for Amended Returns; Exclusions; Instructions; Concurrent Actions. Paycom's Services are based upon information and instructions provided by Client. Client is solely responsible for the accuracy and completeness of all information and instructions provided to Paycom. Notwithstanding anything to the contrary in the Agreement, Paycom shall not be liable or responsible for errors or omissions arising from Paycom's reliance upon Client's instructions or incorrect or incomplete information provided by Client or if applicable, a third party providing information regarding Client.

Paycom may, in its sole discretion, assist Client with any notices it receives from any Federal, State or Local governmental and/or quasi-governmental authorities (collectively "Taxing Authorities"). Client agrees Paycom may, on Client's behalf, submit a request to the Taxing Authorities for abatement of any such notice, which may include a request to use Client's first time penalty abatement. In the event there is an erroneous payroll tax return filing that was erroneous due to the sole fault of Paycom, then, during the term of this Agreement, Paycom shall assist Client, at no further cost or expense to Client, with amending or refiling the erroneous tax filing with Taxing Authorities. For amendments and refilings made by Paycom on Client's behalf, Paycom shall pay any penalties and/or interest to any Taxing Authorities as a result of untimely or incorrect payroll tax filings but only to the extent the penalties and interest were solely caused by Paycom. Notwithstanding anything to the contrary herein, Paycom shall not be required to amend or refile any payroll tax return or payroll tax filing on behalf of Client in the event Client ceases its use of Paycom's payroll processing Services or appoints another service provider as its taxing-authority power of attorney. In such an instance, any amendment or refiled payroll tax returns or adjustments shall be handled by Client or Client's new provider at Client's expense. Paycom is not responsible for settling any disputes between Client and Client's employees, or Client and any Taxing Authorities, or Client and any other regulatory bodies. Notwithstanding anything to the contrary herein, unless such liability was caused entirely by the fault of Paycom, Paycom is not responsible to Client for any claims asserted by Client's employees against Client that relate to any duty or obligation an employer may owe to an employee.

In the event Client instructs and directs Paycom to not prepare or file on its behalf Client's IRS 1095-B, 1095-C, 1094-B, and 1094-C forms; or those IRS forms' subsequent substitutes or functional equivalents, as indicated in the Agreement, Client agrees that Paycom shall not be responsible for any liabilities arising as a result of Paycom's acts or omissions in furtherance of those instructions, including but not limited to any IRS penalties associated with, to the extent Client is required to do so, Client's failure to file IRS 1095-B, 1095-C, 1094-B, and 1094-C. In the event Client instructs and directs Paycom to not

prepare or file on its behalf Client's IRS 1095-B, 1095-C, 1094-B, and 1094-C forms; or those IRS forms' subsequent substitutes or functional equivalents, as indicated in the Agreement, Client hereby releases Paycom from any and all claims, causes of action or demands, whether sounding in contract or tort, arising out of Paycom's or Client's failure to file IRS 1095-B, 1095-C, 1094-B, and 1094-C forms, including without limitation, any penalties or interest resulting therefrom.

In instances when Client provides instructions to Paycom, Client shall provide specific and particular instructions with regards to each applicable Service component. Generalized statements by Client to Paycom without explicit particularized instructions or particularized direction shall not constitute valid 'instructions' pursuant to this Agreement. To the extent the Paycom Technology does not have the functionality to accommodate or address Client's instruction or issue, Paycom's exclusive obligation to the Client shall be to inform the Client that such functionality is not currently available with the Paycom Technology.

Notwithstanding anything to the contrary in this Agreement, the following shall not constitute Paycom's negligence, breach, or wrongdoing, whether independently or alleged as a contributing or concurrent cause: (a) Paycom's failure to detect or failure to prevent any fraud of Client's employees or agents; (b) Paycom's reliance on data provided by Client to Paycom that contains inaccuracies or errors; and/or (c) Paycom's acts or omissions in furtherance of Client's instructions.

7. Client's Registration Obligations. Client is solely responsible for being properly registered with all applicable Taxing Authorities and for obtaining and maintaining valid tax identification numbers and/or account numbers with applicable Taxing Authorities. Client shall timely provide Paycom with all account numbers issued by Taxing Authorities to Client, whether active or inactive. Client may elect to utilize Paycom's tax registration services for an additional fee.

8. Term and Termination. The Agreement shall continue in full force and effect until terminated by either Party. Unless otherwise specifically agreed upon in writing, Paycom and Client each shall have the right for any reason or no reason at all to terminate the Agreement upon providing the other Party with thirty (30) calendar days' prior written or electronic notice of termination. In addition to the preceding termination rights, Paycom shall have the right to immediately terminate the Agreement in the event: (i) Client materially breaches its obligations to Paycom; (ii) Client fails to pay or remit any sums or fees related to the Services within two (2) business days after the due date of any sums or fees; (iii) Client discontinues its use of Paycom's payroll processing services for three or more consecutive pay periods; (iv) Client asserts, files or threatens any bankruptcy or Client asserts, files or threatens adverse action against Paycom; (v) Client fails to timely remit to Paycom the

funds required to perform the Services more than one time in any twelve-month period; (vi) any one of Client's affiliated client code entities is in default of its obligations to Paycom; (vii) a secured creditor of Client, governmental authority, or judgment creditor of Client asserts a claim of right to Client's funds; (viii) Client's failure to comply with NACHA rules, as set forth in Section 9 herein; or (ix) Paycom's depository or financial institutions notify Paycom that Paycom may no longer service the Client due to Client's creditworthiness, Client's business reputation or the nature of Client's business activities.

Notwithstanding anything to the contrary in this Agreement, upon termination of the Agreement in whole or in part (and after expiration of any applicable notice periods), Paycom shall have no further obligation whatsoever to perform any of the obligations set forth in the Agreement, or, to the extent such termination was partial, Paycom shall have no further obligation to perform the obligations of the applicable service component that has been terminated, including but not limited to any obligation to perform any act on Client's behalf with respect to governmental authorities or payroll tax filings, whether relating to future time periods, current time periods, or prior time periods. Further, upon termination of Services relating to payroll processing, Client will immediately become responsible for all payroll tax deposits and payroll tax filings (including amendments and refilings) then and thereafter due and for all related penalties and interest, and whereupon Paycom shall promptly return to Client any excess monies in Paycom's possession (if any) that are not reasonably subject to potential reversal, return, setoff or recoupment. In the event any monies credited or debited by Paycom and/or in Paycom's possession are subject to potential reversal, return, setoff or recoupment, then Paycom shall have the right to hold said funds during the time period of potential reversal, return, setoff or recoupment and thereafter shall promptly return all remaining funds to Client after the applicable time period has expired.

During any time period in which Client is in default of its obligations to Paycom, Paycom shall have the right to suspend the provision of its Services to Client, in whole or in part, pending Client's compliance with the Agreement or pending termination of the Agreement.

In the event Paycom or Client provides a notice of termination pursuant to this Section 8, then, for ten (10) calendar days after Client's last payroll with Paycom, Client shall have access to all prior payroll information in Client's Website Account with Paycom. Regardless of the effective date of termination, if any Website Account access is granted after ten (10) days from Client's final payroll check date, Client shall be required to pay an additional fee for such extended additional access.

During any time period in which a demand is made upon Paycom by Client's lender(s), Client's judgment creditor(s), a secured party of Client, or Client's financial institution(s) seeking

turnover of any of Client's funds, Paycom shall have the right to suspend the provision of its Services to Client, in whole or in part, and may additionally require any or all of the following actions: (i) a written waiver and/or release from such persons relating to its/their demands (and, if applicable, confirmation that such release has been submitted to the appropriate persons or recording systems), (ii) the termination of this Agreement, or (iii) the interpleader of disputed funds into escrow.

In the event Client terminates its payroll processing Services with Paycom, then all other Services performed by Paycom shall be terminable at Paycom's option.

9. NACHA Compliance; Fedwire Requests. The Services provided by Paycom may be subject to the operating rules of the National Automated Clearinghouse Association ("NACHA"). Paycom and Client each agree to comply with the NACHA rules applicable to it with respect to the Services. Information pertaining to NACHA rules and guidelines can be found at www.nacha.org. Pursuant to the NACHA Rules, Client agrees and authorizes the following (terms not otherwise defined in this paragraph shall have the meaning given in the NACHA operating rules): (1) for Paycom to originate entries on behalf of the Client to Receivers' accounts; (2) to be bound by NACHA rules; (3) to not originate any entries or transactions that violate the laws of the United States; (4) to allow Paycom to originate entries or transactions related to payroll amounts, tax liabilities, human capital management service fees, charges, and other fees and charges related to the Services (collectively "Services' Amounts"); (5) the right of Paycom to terminate or suspend this Agreement for breach of these rules; and (6) to allow Paycom to audit Client's compliance with this Agreement and these rules. Client hereby authorizes Client's banks and Paycom's banks (collectively, "Bank Representatives") to transfer funds from Client's account at Client's bank to the accounts of Paycom for Services' Amounts. Client represents and warrants that this authorization has been duly approved by its Board of Directors, Members, Managers or other governing persons and continues in full force and effect. The Bank Representatives may issue payment orders in the name of the Client against the accounts of Client's bank, subject to Client's bank's acceptance. Payment orders issued on behalf of Client pursuant to this Agreement may be issued by Fedwire Request for Credit Transfer (1031) or electronic entries in accordance with the rules of NACHA, on the days and times and in the formats prescribed by Client's Bank. Client's bank shall debit Client's account for the amount of each payment order issued pursuant to this Agreement on the date such order is executed by Client's bank. Client's instructions to Paycom and Client's use of Paycom's Services shall not violate the NACHA rules or the laws of the United States. Neither Paycom nor any Originating Bank shall be liable to Client for any damages arising from any decision to refrain from or delay originating debit/credit entries with respect to Services' Amounts: (1) due to Client's creditworthiness or

Client's business activities; (2) after reasonable efforts to verify such entries have failed; or (3) because Paycom has not timely received funds from Client.

10. No Professional Advice. Notwithstanding anything to the contrary herein, the Services provided by Paycom expressly do not include the rendering of legal, tax, accounting, or investment advice to Client or Client's employees. The federal government, tribal governments, state governments or localities each may impose specific obligations pertaining to employee wage requirements, employee wage statements, overtime computation parameters, meal credit parameters, industry requirements, paystubs, employer-employee disclosures or other matters; and it remains Client's exclusive obligation to comply with applicable laws, rules, and regulations pertaining to Client and/or its employees. Additionally, Client shall adopt its own effective internal controls concerning its payroll. The Services should not, will not, and cannot be relied upon to detect or disclose errors, fraud or illegal acts of Client or Client's employees, subcontractors, or agents. Paycom is not and shall not act as an agent of Client for receipt of service of legal process. Paycom shall have no obligation to accept, receive or forward Client's legal process, including summons, subpoenas, complaints, injunctions, or other legal process. Upon Paycom's request, Client shall reimburse Paycom for any reasonable expenses resulting from Paycom responding to any subpoenas, including but not limited to responses to subpoenas that occur after the termination of this Agreement.

11. Required Manner of Notices From Client. Paycom maintains a secure website ("Website Account") through which Client may access information and through which Client shall request transactions electronically. Client's use of the Website Account is required. Except as may otherwise be expressly permitted in a Schedule, all notices required to be provided to Paycom shall be made in specific accordance with these General Terms and Conditions and/or through data entry on the Website Account, including but not limited to Client's data entry of payrolls, new employees, contact information for employees, employee classification, overtime computation parameters, and all other information permitted to be entered through the Website Account. Paycom shall not be required to rely upon or use any information provided by the Client to Paycom unless the information has been provided to Paycom in the manner expressly provided for herein.

12. Client's Indemnity Obligation. Notwithstanding anything to the contrary herein, Client understands that all Services rendered by Paycom are based upon the information furnished by the Client. Client shall indemnify, defend, and hold Paycom and its affiliates, and their respective employees and agents harmless from any and all liabilities, demands, actions, claims, judgments, losses, damages, and costs (including reasonable attorneys' fees) arising out of or related to the following or any combination of the following: (i) Client's breach of any obligation,

representation, or warranty under the Agreement; (ii) Client's actual or alleged violation of any applicable local, state, or federal law, rule, or regulation; (iii) any failure on the Client's part to fund any payment obligation of Client; (iv) any debit or reversal of funds transfers to or from Client's employees or others that results in a Paycom funds shortfall with respect to Client's account with Paycom; (v) any breach of Client's Security Information (as defined in Section 16); (vi) Client's negligence or willful misconduct; (vii) Paycom's acts or omissions in furtherance of Client's instructions; (viii) the use of inaccurate information provided by the Client; and (ix) any issue concerning Paycom's provision of the Data Services (as defined in Section 19), including, without limitation: 1) that any person or Client (including its officers, employees, personnel, any entity related to or performing services on behalf of Client, or any Client contractor) was permitted unauthorized access to Client's data; 2) that any confidential information transmitted was lost, disclosed, or breached; 3) that any confidential information of others was disclosed to unauthorized persons; or 4) that Client's or third parties' protocols failed to comply with applicable local, state, or federal law, rule, or regulation.

13. Client Representations and Warranties.

13.1. Client represents and warrants that:

- (i) Client shall not use the Services for any illegal purpose, such as but not limited to, terrorism or money laundering, or otherwise cause a transaction that will require the filing of a Suspicious Activity Report pursuant to the rules and regulations issued by the Financial Crimes Enforcement Network.
- (ii) Client, including any of its beneficial owners or any applicable affiliated entities, does not and shall not appear on any terrorism watch list, OFAC list, or similar list maintained by the U.S. Government.
- (iii) Client, including any of its beneficial owners or any applicable affiliated entities, is not involved in a business or industry that violates federal law, including, but not limited to the Controlled Substances Act, the Bank Secrecy Act, and The Anti-Money Laundering Act of 2020.
- (iv) Client shall comply with all applicable laws, rules, and regulations, and shall not violate the laws of the United States.
- (v) Client is solely responsible, with regard to any transfer of personal information to Paycom, for the legality and the means by which Paycom accessed or acquired such personal information, including when required by applicable law, rule, or regulation, obtaining consent for the collection, transfer and/or use of such information.
- (vi) Client shall not upload any documents, information, or materials that are not related to any Paycom computer system, to the Paycom Technology through the Website Account, to or through the Data Services (as defined in Section 19), or in any other manner.

(vii) Client's use of the Services is for a commercial purpose and specifically not for any personal, family, or household purpose.

(viii) Client shall not transmit individual health information to Paycom. Notwithstanding anything to the contrary herein, the Agreement does not anticipate transmittal of or otherwise apply to individual health information that is protected under any privacy and/or security regulations implemented by the Department of Health and Human Services pursuant to its authority under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), or the like.

(ix) Client shall implement reasonable technical and organizational measures to protect Client's data and Paycom's system against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, or access.

(x) Client shall immediately notify Paycom if it or its affiliates have filed bankruptcy or if a bankruptcy filing is imminent.

13.2. Client further represents and warrants Client shall not store or publish through the Services any material, or otherwise engage in any conduct, that:

(i) violates, infringes, or misappropriates the rights of others, including without limitation, any patent, trademark, trade secret, copyright, publicity right, or other proprietary rights;

(ii) involves uploading, posting, emailing, transmitting, or otherwise making available Client data that Client does not have the right to make available under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements, etc.);

(iii) is unlawful, threatening, abusive, hateful, defamatory, slanderous, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, indecent, or obscene;

(iv) victimizes, harasses, "stalks", degrades, attacks, or intimidates an individual or group of individuals on any basis, including but not limited to race, color, religion, gender, age, national origin, disability, gender identify or expression, sexual orientation, and veteran or marital status;

(v) harms or exploits minors in any way;

(vi) impersonates any person, business, or entity (including but not limited to a Paycom official), or in any way falsely states or misrepresents Client's affiliation with a person or entity;

(vii) involves forging headers or otherwise manipulating identifiers in order to disguise the origin of any Client data transmitted or shared through the Services;

(viii) contains viruses or any other computer code, file, or program that interrupts, impairs, destroys, or limits the functionality of any computer software or hardware or

telecommunications equipment, or otherwise permits the unauthorized use of a computer or computer network;

(ix) disrupts other clients' use of the Website Account;

(x) instigates or encourages others to commit illegal activities, cause injury to any person, or cause damage to any property;

(xi) encourages conduct that would constitute a criminal offense or that gives rise to civil liability; or

(xii) violates this Agreement or any other terms of use, rules, or policies applicable to the Services.

14. Fees and Charges. In consideration for the Services provided to Client, Paycom shall charge Client and Client agrees to pay Paycom's fees and charges. Paycom's fees and charges shall be consistent with the final written pricing proposal and other written or electronic notices provided to Client. Paycom's pricing structure and pricing to Client is confidential and shall be treated by Client as confidential, and not shared with third parties. Paycom's 'fees' include the rates, quantities and sums Paycom directly requires of Client for Paycom's provision of the Services to Client. Paycom's 'charges' include delivery costs, third party costs, banking fees, and other sums due from Client that are related to and incident to the Services. Client agrees to pay, at regular intervals, Paycom's applicable fees and charges for the Services. In the event Client chooses to group its billing together with affiliated client code entities (together, a "Multiple Client Code"), Client and each of Client's affiliated client code entities of the Multiple Client Code will be billed for all products available to the Multiple Client Code. Client and/or Client's affiliated client code entities may be charged an additional fee if any such entity utilizes the Website Account for employees that are not paid on regularly scheduled payrolls processed via the Website Account. Paycom's pricing may be amended from time to time upon prior written or electronic notice to the Client. In the event Client does not consent to Paycom's revised pricing, Client shall have the right to terminate the Agreement by providing Paycom with written notice of termination within fifteen days of Paycom's first communication to Client of the pricing change. As additional consideration for Paycom's provision of Services to Client, Client assigns to Paycom or Paycom's financial institutions or depositories any benefits derived on the funds maintained in Paycom's client accounts (i.e. any interest or investment income on funds deposited into and held in Paycom's accounts). All applicable taxes, including but not limited to sales or service taxes, are not included in the above proposal (unless specified otherwise). Client is responsible for applicable taxes in addition to the fees and charges outlined in the proposal. Applicable taxes may vary by jurisdiction.

15. Payment. To facilitate the payment of the fees, charges, or other amounts due or payable to Paycom under the Agreement, Client will provide Paycom with access to a Client bank account and will notify Paycom of the demand deposit account number and transit routing number for the account. Client irrevocably consents to Paycom's use of Paycom's Client account information

and Website Account access for purposes of electronically drawing funds from Client's bank account in accordance with Client's obligations set forth in the Agreement. Client hereby authorizes Paycom to process wires, drawdown wires, and/or ACH debits or credits in connection with the monies (including Paycom's compensation and fees, as well as other charges) applicable to the Agreement. Paycom's fees and charges for any and all Services provided by Paycom may be debited and/or charged at various intervals, including intervals consistent with and together with Paycom's payroll processing for Client.

16. Access Restrictions. Maintaining the confidentiality of Client's client code, user name, password, access keys, and/or other account access information (collectively "Security Information") is the sole responsibility of Client. A person with knowledge of Client's Security Information will be able to access Client's account and initiate transactions and funds transfers on behalf of Client. If an unauthorized person obtains access to Client's Security Information and initiates transactions, Paycom cannot protect Client from the result of any such transactions. Client agrees that Paycom may fully rely upon any and all instructions and directions provided using the Client's Security Information. Client agrees:

16.1. Client will not disclose its Security Information to anyone not authorized to request transactions on Client's behalf;

16.2. Client will undertake its own commercially reasonable security measures to prevent the disclosure and/or unauthorized use of its Security Information;

16.3. Client shall, at regular intervals, follow the procedures within the Website Account interface to update and/or revise its Security Information;

16.4. Client may modify its Security Information as many times as Client deems appropriate. If Client suspects that someone has access to Client's Security Information, Client shall immediately make revisions to its Security Information; immediately review all recent and pending transactions, and immediately notify Paycom of its suspicions concerning a potential breach of Client's Security Information.

16.5. Neither Paycom, nor its agents or affiliates shall be liable for any loss, claim, or circumstance in connection with instructions given by Client or anyone else using Client's Security Information. Paycom shall have the absolute right to rely upon all instructions given to Paycom using Client's Security Information.

17. Security Features. Paycom employs various security features to enhance security and limit access to the Website Account. Client is responsible for adopting its own effective internal controls concerning its payroll, funds, security, and use of the Website Account. Paycom's Services should not be relied upon to detect or disclose errors, fraud, or illegal acts of Client's employees or third parties, however Paycom's security features

may assist Client in mitigating its risks concerning such matters. To the extent Client elects to disable or discontinue the use of certain security features offered by Paycom (including email notifications, IP address verification, masking informational fields, or other features), Client assumes full responsibility arising out of Client's non-use or disabling of any such security feature(s). Paycom disclaims any and all responsibility arising from Client's disabling or non-use of any Paycom security feature. Client does hereby release and forever discharge Paycom from any and all demands, claims, and liabilities of whatever kind or nature, either in law or equity, whether known or unknown, which arise or may hereafter arise from Client's disabling or non-use of any Paycom security feature. Client has the option of reactivating any disabled feature at any time.

18. Internet Access. The Website Account will be accessible from the internet. Client shall be responsible for accessing the internet to utilize the Services and access the Website Account. Paycom does not warrant and shall not be responsible for the cost and maintenance of any telephone, cable internet provider, cellular network, wireless local area network, wireless tower, application distribution system, or other communication circuits required for dutiful transmission and system access. In addition, Client is solely responsible for determining whether or not Client is required to reimburse its employees for their employees' use of their own devices to access the Website Account and Services. Data files are transmitted over communication company circuits, which are wholly beyond the control and jurisdiction of Paycom and are maintained by the applicable communications companies. If these communication circuits are not functional for any reason, the data files may not accurately or completely reach Paycom's facilities or equipment. Paycom is not responsible for or in control of the continued operations or functioning of these communication circuits nor the reliability of the data files being received over them. Client shall not hold Paycom responsible in any way for any losses of any kind whatsoever resulting from the failure of any communication circuits or internet service provider to fully and properly perform, whether the failure of the communications are caused by any provider, whether Client's provider, Paycom's provider, Client's user's providers, Client's employee-user's providers, or any other provider. In the event of interruption of access to the Website Account, Paycom's sole obligation and liability shall be to restore access to the Website Account as soon as reasonably possible. Paycom makes no other warranties, express or implied, with respect to the subject Services or the Website Account and/or the availability of the Website Account.

19. Data Services. As a part of providing Paycom's application program interface ("API") and secure file transfer protocol ("SFTP") or Custom File Converter services (collectively, "Data Services"), Paycom may generate, create, and/or facilitate the creation of certain reports; allow access by Client and/or third parties to certain Website Account and third party data feeds;

create or connect Client and/or third party data feeds to the Website Account; create data feed protocols to convert and facilitate the communication of data between Client's and/or third parties' systems and the Website Account; setup and automate scheduled data feed imports and transmissions; and import and transmit data. Certain Data Services are governed by their own Schedules, which shall supersede these General Terms and Conditions to the extent there is a conflict between these General Terms and Conditions and the specific service component Schedule. Certain Data Services (for example, API services and SFTP services) may require the use of an access key to gain access to Client data. These access keys are the sole property of Paycom and may be revoked at Paycom's discretion without notice to Client if Client violates any of the terms herein or Paycom has reason to suspect the access keys have been misused or compromised. The number of API calls or SFTP requests Client is permitted to make may be limited by Paycom as necessary to best provide quality of response. Client is permitted to use the API or SFTP interface to access Client data maintained on the Website Account and to interface with other systems in Client's organization as necessary in the ordinary course of business. Client may work with third parties only as necessary to facilitate Client's API usage, so long as such third parties are subject to the obligations imposed on Client herein. Client shall not:

- (i) use the access keys, or any of the Data Services or Paycom Technology to attempt to gain access to other data on Paycom's system, or for any other purpose not expressly authorized herein;
- (ii) resell applications or services that require the Data Services;
- (iii) sell, transfer, or sublicense access to the Website Account Paycom Technology, or the Data Services;
- (iv) commercialize (sell, rent, trade or lease) the content provided via the Website Account, Paycom Technology, or the Data Services;
- (v) decompile, modify, reverse engineer, create derivative works, or otherwise alter the Website Account, Paycom Technology, or Data Services;
- (vi) distribute or publish links to the Website Account, Paycom Technology, or Data Services;
- (vii) use robots, spiders, scraping, or other technology to access or use the Website Account, Data Services, Paycom Technology, or any of Paycom's systems;
- (viii) access or attempt to access the account information of other users, or any other unauthorized information;
- (ix) use the Data Services in a manner that violates any applicable laws or regulations, including but not limited to those related to privacy and data protection;
- (x) use the Data Services interface in a manner that exceeds reasonable request volume or could be considered excessive or abusive usage; or
- (xi) distribute or publish automation documentation, including but not limited to, API and SFTP documentation, file import formats, or file export formats (the "Documentation") to third parties.

Paycom does not, by allowing Client to use or access the Website Account, Paycom Technology, and Data Services, transfer any rights or ownership in the Website Account, Data Services, Documentation, source code, Paycom Technology, or Paycom intellectual property. The Website Account, Paycom Technology, and Data Services are and shall at all times remain the property of Paycom and Paycom alone. Paycom may update the structure of the classes, functions, reports, or data provided by the Website Account, Paycom Technology, and Data Services. Paycom may also update the associated Documentation or Paycom Technology and/or the permitted uses of the Services at any time and without notice to Client. Client acknowledges and accepts that the provision of these Data Services may result in Client's data being stored, transmitted, accessible, and handled in a manner that does not conform to the data security protocols described herein. Paycom makes no warranty or representation as to the sufficiency or adequacy of such nonconforming protocols. Client and such applicable third parties shall be exclusively responsible for adopting their own effective controls concerning access to Client's data. Client acknowledges and accepts all risks and liabilities arising from the nonconforming protocols. Client is responsible and liable for all damages caused by the nonconforming protocols. Notwithstanding anything to the contrary in the Agreement, to the extent Paycom is determined to be liable for any monetary damages arising from the Data Services, Client's remedies for all damages, losses, liabilities, demands, and causes of action, whether in contract, tort, including negligence or otherwise, shall not exceed Fifty Dollars (\$50), regardless of Client's actual losses, liabilities, or injuries. As to the Data Services, the immediately preceding sentence supersedes the other limitation of liability aggregate cap provisions in this Agreement. Paycom is not an insurer against Client's risks. Client acknowledges the fees Client is actually paying for the Services is commensurate with the specific limitations of liability provided herein. To the extent the Client desires Paycom to assume a greater liability or responsibility than as set forth herein, then, an additional fee must be first quoted to Client and paid by Client before such greater responsibility shall apply to Paycom.

20. Implementation. All setup fees, conversion fees, and training fees paid by Client are non-refundable, in whole or in part. In addition to any other setup fees paid by Client, in the event of an implementation delay due solely to the fault of Client that ultimately results in a failure to utilize new or additional Services on the agreed upon check date for the initial use of the applicable Services, Client shall pay an additional fee which shall be no greater than an amount commensurate with Client's initial setup, conversion and training fees. As a condition of Paycom agreeing to accept Client's credit card as an approved form of payment for the Services, Client agrees that any dispute that Client may raise with respect to the Services must be addressed directly between Client and Paycom. Any dispute that cannot be timely resolved to the mutual satisfaction of the parties

shall be resolved in accordance with the dispute resolution provisions as contained in this Agreement. Client agrees to cooperate in good faith, and take all commercially reasonable steps to make available all information necessary for Paycom to implement and provide the Services. Client hereby consents to Paycom taking any steps Paycom deems necessary to obtain such information, including accessing and downloading information related to the Services.

21. Client's Review. To the extent Paycom regularly mails or couriers checks, paystubs, and/or reports to Client, upon Client's receipt of checks, paystubs, and/or reports from Paycom, Client shall promptly examine such checks, paystubs, and reports for each applicable pay period or reporting period and shall notify Paycom of any discrepancies between such documents and Client's own records, or any errors, omissions, or miscalculations in said documents as soon as reasonably possible, but in no event later than thirty (30) calendar days after Client's receipt of said documents. Client acknowledges and agrees that delivery fees and check stuffing fees don't always involve delivery of a physical check, paystub and/or report to Client. To the extent checks, paystubs, or reports are not regularly mailed or couriered but instead are regularly available for review through the Website Account, then Client shall regularly review and examine said documents for each applicable pay period and shall notify Paycom of any discrepancies between such documents and Client's own records or any errors, omissions, or miscalculations in said documents as soon as reasonably possible, but in no event later than thirty (30) calendar days after said documents become available on the Website Account. Client shall promptly examine all notices received from taxing authorities and governmental entities and promptly report its receipt of any such notices to Paycom. To the extent Client receives any refunds or payments from any taxing authorities or governmental entities that were not otherwise expected and that relate in any way to the Services, Client shall promptly report its receipt of such refunds or payments to Paycom and shall not deposit any such refund check until it has first advised Paycom of its receipt of said check and discussed such refund or payment with Paycom. Client agrees that it will not independently file or amend any tax returns relating to the Services during the term of the Agreement. Paycom is not liable for any penalties and interest Client may incur as a result of Client depositing or cashing a refund or payment it should not have deposited or cashed. Client shall be solely responsible for all liabilities, judgments, losses, damages, and costs (including reasonable attorneys' fees) that result from or could have been avoided had Client timely reviewed its documents and timely advised Paycom or any other Parties of any such notices, payments, funds, refunds, errors, omissions, miscalculations, or discrepancies.

22. Confidentiality. Each Party will take all of the following measures to protect all Confidential Information:

22.1. Hold all Confidential Information (as defined herein at Section 22.10) in the strictest of confidence;

22.2. Safeguard Confidential Information with the same degree of care to avoid unauthorized disclosure as it uses to protect its own information of a similar nature, but in any event, no less than reasonable care, which necessarily includes the care required by applicable law;

22.3. Not disclose Confidential Information to any of its own employees, agents, contractors, or representatives ("Representatives"), except to those of its Representatives who have signed written confidentiality agreements at least as restrictive and protective as the obligations set forth herein;

22.4. Not use (or assist or permit its Representatives to use) any of the Confidential Information for any purpose other than: (i) in connection with the performance of its obligations under the Agreement; and/or (ii) in connection with the defense or prosecution of any claim relating to the subject Services. In the event of such use in connection with defense or prosecution of a third party claim, the Party seeking to disclose Confidential Information shall, reasonably in advance, advise the other Party of its intended use of such information and shall not object to the intervention or request for protection of such information in connection with such third party claim or proceeding.

22.5. Except as otherwise provided for in Section 13(viii), each Party will maintain all information subject to applicable law in accordance with standards required by applicable law, even beyond the term of the Agreement.

22.6. The following conditions will apply to Representatives:

- (i) Representatives that will have access to Confidential Information shall be informed of the confidential nature of such information.
- (ii) Each Party will impose on its Representatives, as a binding obligation, confidentiality and non-disclosure obligations consistent with the Agreement.

22.7. The restrictions in this Section shall not apply to any information to the extent that it: is or comes within the public domain other than through a breach of this Section 22; or is in a Party's possession (with full right to disclose) before receipt from the other; or is lawfully received from a third party (with full right to disclose); or is independently developed without access to or use of the Confidential Information; or is required to be disclosed by law or by a court of competent jurisdiction provided that, unless prohibited by law from doing so, the Party required to disclose such information agrees to give prior written or electronic notice of such disclosure and to take reasonable and lawful actions available to it to avoid and/or minimize the extent of such disclosure.

22.8. In furtherance of Paycom complying with Paycom's compliance policies and programs, applicable laws, court order, or legal requirements, Paycom may disclose Confidential

Information to governmental authorities and/or Paycom's financial institutions.

22.9. Either Party may seek injunctive relief for any actual or reasonably anticipated disclosure by the other, including preliminary and permanent injunctive relief, regardless of whether monetary damages caused by the breach can be determined or proved.

22.10. The term "Confidential Information" shall mean all information one Party hereto acquires from the other Party hereto relating to the Services, whether developed by the disclosing Party or by others and whether patented or patentable, including, without limitation, Personal Data (as defined in Section 23), trade secrets, unpublished patent applications, designs, processes, disaster recovery plans, audit reports, information technology structure and hardware, studies and notes containing or reflecting such information, business plans and strategies, financial information, pricing information, specifications, devices, and all information one Party hereto acquires or observes in connection with the Services, regardless of whether such information is designated as Confidential Information at the time of its disclosure.

23. Data Security. To ensure the security of Client's electronic nonpublic personal information ("Personal Data"), except as it pertains to Section 19, Paycom shall:

23.1 implement reasonable technical and organizational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, or access, in particular, where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;

23.2 encrypt Personal Data while in transport over the internet and, when data is not in transport, store such data on storage that is encrypted;

23.3 upon a complete investigation and validation, promptly notify Client of any facts known to Paycom concerning any accidental or unauthorized disclosure or use, or accidental or unauthorized loss, damage, or destruction of Personal Data by any current or former employee, contractor or agent of Paycom, or any intrusion into Paycom's system caused by Paycom's failure. In the event of such accidental or unauthorized disclosure or use, or accidental or unauthorized loss, damage, or destruction of Personal Data Paycom shall reasonably cooperate with Client as required by applicable law to: (i) limit the unauthorized disclosure or use, (ii) seek the return of any Personal Data and (iii) assist in providing notice;

23.4 upon termination or expiration of the Agreement for whatever reason, Paycom shall maintain the confidentiality and data security obligations set forth herein while Paycom retains any Personal Data.

23.5 In addition to the foregoing, Paycom is not and shall not be Client's official record keeper. Accordingly, Client shall keep copies of all information and Personal Data it deems necessary.

24. Exclusions to Limitations of Liability. Notwithstanding anything to the contrary in the Agreement, including notwithstanding the paragraph entitled "LIMITATIONS OF LIABILITY" in the PHCMSA, neither Party excludes nor limits its liability to the other for any of the following (and nothing in the Agreement shall be construed as excluding or limiting such liability):

24.1. for personal injury or death resulting from its negligence or that of its employees, agents, or subcontractors;

24.2. for any matter which it would be illegal for that Party to limit its liability;

24.3. for a Party's actual fraud, defamation, or trade libel;

24.4. for a breach of: Section 12 (Client's Indemnity Obligation) and/or Section 13 (Client Representations and Warranties);

24.5. for a Party's fee(s) and/or charges due and owing for Services provided to the other Party;

24.6. for Client's failure to remit funds and/or satisfy any of its Services funding obligations; and

24.7. for, after Client remits all applicable tax monies to Paycom and after Client complies with the Agreement in all material respects, Paycom breaches its obligations in this Agreement and fails to promptly pay and remit said tax monies to applicable Taxing Authorities on Client's behalf.

24.8. for, after Client remits all applicable direct deposit and other funds to Paycom and after Client complies with the Agreement in all other material respects, Paycom breaches its obligation in this Agreement to promptly pay and remit said funds to Client's specified persons on Client's behalf.

25. Feedback; Improvement; Assignment. In the event Client, or any third party on behalf of Client submits any suggestions, ideas, criticisms, enhancement requests, feedback, recommendations, or other information or ideas regarding the Services, Paycom's products or the Paycom Technology (hereinafter referred to as "Feedback"), Client agrees that such Feedback is gratuitous, without restriction and will not place Paycom under any fiduciary or other obligation. Paycom shall be free to disclose such Feedback on a non-confidential basis to anyone. Moreover, Client assigns to Paycom all right, title and interest in any Feedback that relates to the Services, Website Account or Paycom Technology.

26. Recording. Each Party hereby consents that such other Party may, without further notice or further notification, electronically monitor or record the telephone conversations between the

parties' respective representatives in connection with the parties' business dealings. Each Party agrees that it shall have an expectation that all telephone calls made or received by either Party to the other Party are being electronically monitored or recorded by the other Party for the other Party's business purposes and/or business records retention purposes. Each Party hereby notifies the other Party that it regularly and consistently monitors or records the telephone conversations of the other Party's representatives, and that the monitoring or recording of such telephone conversations is likely to occur at any time and without further notice. It is further agreed that the monitoring or recording activities of such parties' representatives shall constitute permissible monitoring or recording pursuant to this Agreement. To the extent a Party seeks to, in the future, withdraw and revoke the consent to such monitoring and recording activities provided for in this Agreement, then in order for such revocation to be effective said Party must send a written or electronic notice to the other Party pursuant to the notice provisions of this Agreement, and any such written or electronic notice shall not be effective until at least thirty (30) days after the receiving Party receives such notice.

27. Signatory Authority; Third-Party Arrangements. To the extent the undersigned signatory is acting on behalf of a third party with respect to servicing that third party's payroll and other service needs, the undersigned signatory hereby warrants and represents to Paycom that the signatory has been appointed as the third party's duly authorized agent and has all the requisite authority to bind said third party to the obligations of the Agreement and hereby does bind said third party to each of the obligations of the Agreement. Additionally, any third party that accesses or views Client's Website Account shall be required to enter into separate agreements with Paycom governing such use. Client shall promptly provide Paycom a list of any such third parties as well as information concerning the extent of such access, disclosure or use by such third party. Client shall be exclusively responsible for all issues arising out of any Client-selected third party's access, viewing, or use of Client's Website Account.

28. Interest, Setoff, Recoupment; Interpleader and Remedies. In addition to any other rights, fees or charges provided for herein, if any amount is not paid to Paycom within five calendar days of its due date, Client shall be additionally liable for interest on said unpaid amount(s) at an interest rate of 1½% per month or the highest rate allowed by applicable law, whichever is less, from the due date until paid in full. In the event Client is in default of its payment obligations to Paycom, then Paycom shall have the right to offset and/or apply any of Client's funds being held by Paycom to any outstanding obligation of Client owing to Paycom. Notwithstanding anything to the contrary in this Agreement or any written report or communication among the parties, the specific timing or amounts of any ACH, wire or debit from Client's account shall in no way bind Paycom nor shall it

have any bearing on how Paycom applies and/or allocates said funds among the Client's employee direct deposits, Paycom fees, payroll tax payments and/or other sums. In the event any monies credited or debited by Paycom and/or in Paycom's possession are subject to potential reversal, return, setoff or recoupment, then Paycom shall have the right to hold said funds during the time period of potential reversal, return, setoff or recoupment and thereafter shall promptly return all remaining funds to Client after the applicable time period has expired. Notwithstanding anything to the contrary herein, Paycom shall not be in breach of this Agreement in the event Paycom fails to remit Client funds due to: (i) garnishment or other legal process served upon Paycom concerning Client or Client's funds; (ii) a secured creditor or other person's assertion of legal process, assertion of a lien, or assertion of a claim of right to or against Client's funds; or (iii) a government entity's assertion of legal process, assertion of a lien, or assertion of a claim of right to or against Client's funds; (iv); a bankruptcy filing by Client. In any of the aforementioned instances, Paycom may suspend or withhold payment and interplead or otherwise seek relief concerning the subject funds with an applicable Court or tribunal.

29. Force Majeure. Neither Party shall be liable for delays in performance which are caused by natural disasters, strikes, war, terrorism, epidemics, pandemics, governmental shutdown orders or restrictions, utility outages, communication outages, or any other circumstances which could not have been reasonably foreseen and avoided by commercially reasonable action, or are beyond the reasonable control of such Party, except that this provision shall not excuse the failure of Client to timely meet all of its funding requirements to Paycom (including its funding, payment, and cash requirements) for any applicable Service performed by Paycom for Client. If applicable, either Party shall be excused from performance under the Agreement for the duration of the effects of such circumstances.

30. Direct Deposit Authorization Forms. Before any of Client's employees are setup for utilization of ACH direct deposit, Client shall require that each such employee sign a "Direct Deposit Authorization and Agreement" form, which authorizes Paycom to make transfers to and from the employee's account using the ACH system and which, in certain instances, authorizes Paycom to withdraw funds or reverse fund transfers from Employee's account. For each such Client employee, Client shall maintain such signed forms in Client's possession for a period of at least one year after the last payroll is processed by Paycom for said employee. Client shall provide all such signed forms to Paycom within five (5) days of Paycom's request. In the event that any of Client's employees refuse to sign a "Direct Deposit Authorization and Agreement" form, Client shall not allow said employee(s) to utilize direct deposit. Client further agrees to cooperate with Paycom and/or any other parties to recover funds credited in error to an employee as a result of an error in processing.

31. Waiver. The failure by Client or Paycom to insist upon strict performance of the Agreement shall not constitute a waiver of that provision with respect to demands for future performance.

32. Severability. Each section, subsection and lesser section of the Agreement constitutes a separate and distinct undertaking, covenant or provision hereof. In the event that any provision of the Agreement shall be determined to be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event such a limiting construction is impossible, such invalid or unenforceable provision shall be deemed severed from the Agreement, but every other provision of the Agreement shall remain in full force and effect.

33. Independent Contractors; Limitations. The Agreement establishes an independent contractor relationship only, by which Paycom will perform the Services described in the Agreement. It is not intended as, and shall not be construed to establish a partnership, joint venture, employer/employee relationship, or master/servant relationship. Paycom shall only be required to assist the Client with its obligations and perform the specific Services provided for in the Agreement, and no others. It is agreed that Paycom is not an insurer and that the fees Paycom charges are based solely on the value of the services provided for herein and the terms of this Agreement. Notwithstanding anything to the contrary in the Agreement, to the extent Paycom is determined to be liable for any monetary damages, Client's remedies for all damages, losses, liabilities, demands, and causes of action, whether in contract, tort, including negligence or otherwise, shall not exceed the applicable aggregate cap and/or amounts specifically provided for in this Agreement, regardless of Client's actual losses, liabilities, or injuries. Paycom is not an insurer against Client's risks. Client acknowledges the fees Client is actually paying for the Services is commensurate with the specific limitation of liability's provided herein. Client and Paycom acknowledge and agree that Paycom is retained under the Agreement to assist Client with certain obligations of Client and that Paycom is not an employer of Client's employees, nor a fiduciary of Client or Client's employees. Paycom is merely providing certain specified services to assist Client. Paycom responsibilities include only the Services expressly set forth herein and shall not include any other services, unless agreed to in writing. Nothing contained in the Agreement shall be deemed to permit either Party to conduct business in the name of or on account of the other Party, or to act on behalf of or bind the other Party in any manner whatsoever, except for the taking of actions by Paycom on behalf of Client in the fulfillment of Paycom's specific obligations under the Agreement.

34. No Third-Party Beneficiaries; Limited Obligations. Nothing in the Agreement creates or will be deemed to create third party beneficiaries of or under the Agreement. BY VIRTUE OF THE AGREEMENT, PAYCOM HAS NO OBLIGATIONS TO ANYONE OTHER THAN THE CLIENT ENTITY SIGNING THE AGREEMENT. BY VIRTUE OF THE AGREEMENT, PAYCOM HAS NO OBLIGATION TO ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, TAXING AUTHORITIES AND/OR CLIENT'S EMPLOYEES, INDEPENDENT CONTRACTORS, AND/OR CONSULTANTS). Notwithstanding anything to the contrary herein, Paycom has not assumed and does not assume the obligations of an 'employer' to Client's employees or any other person or entity. Notwithstanding anything to the contrary herein, Paycom has not assumed the obligations of and is not a 'responsible party' for tax purposes.

35. Assignment.

35.1. The Agreement shall not be assigned or delegated by Client (regardless of whether such assignment or delegation is in the form of an assignment, merger, consolidation, conversion, sale of all or a portion of assets, or otherwise), in whole or in part, without the prior written consent of Paycom.

35.2. The Agreement may be freely assigned or delegated by Paycom (regardless of whether such assignment or delegation is in the form of an assignment, merger, consolidation, conversion, sale of all or a portion of assets, or otherwise), in whole or in part, without the prior written consent of Client. Paycom will advise Client of such assignment, which may be made via email to the email address provided in Client's Website Account and shall be deemed received by Client upon Paycom's sending of such email. Client hereby waives any restrictions under applicable law with respect to the assignment. Upon the request of Paycom, Client agrees to promptly execute and deliver an acknowledgement of assignment in form and substance satisfactory to Paycom and such other documents and assurances as reasonably requested by Paycom or Paycom's assignee.

35.3. Subject to the foregoing, the terms and conditions of this Agreement shall be binding upon and inure to the benefit of each Party and its respective successors and assigns.

36. Electronic Signature. Paycom and Client agree to conduct this transaction and, unless this consent is specifically revoked, subsequent transactions by electronic means and that an electronic signature of either Party or both Parties, including fax signature, PDF signature, scanned signature, typed-out signature, or other electronic means, shall have the same legally binding force and effect as an original signature. An executed copy of the Agreement may be delivered by one or more of the Parties by facsimile, email, or similar instantaneous electronic transmission device pursuant to which the signature of, or on behalf of, the Party can be seen, and such execution and delivery

shall be considered valid, legally binding, and effective for all purposes.

37. Entire Agreement, Amendments, and Modifications. The Agreement represents the entire agreement between the Parties, and there are no inducements, representations, or warranties, or any other oral or other written agreements or understandings between the Parties affecting the Agreement, or related to the Services to be provided by Paycom or the obligations undertaken by Client or Paycom under the Agreement. Paycom may amend the Agreement at any time in its sole discretion, effective upon providing notice of the amended terms with an electronic notification to Client that such Agreement has or is being amended and is available for review by Client; and Client's continued use of Paycom's Services after an amendment's effective date constitutes Client's acceptance of such amendment. With respect to the Services, the Agreement supersedes all previous agreements and negotiations between the Parties. It is understood and agreed that no employee, officer, or director of Paycom has the authority to modify the Agreement orally.

38. Venue; Governing Law; Class Action Waiver; Waiver of Sovereign Immunity. All issues and questions concerning the construction, validity, enforcement, performance, and interpretation of the Agreement or arising from any business dealings by or among the Parties shall be governed by, and construed in accordance with, the laws of the State of Oklahoma. With respect to any claim arising out of the Agreement, each Party irrevocably submits to the exclusive jurisdiction and exclusive venue of the courts of the State of Oklahoma, or the United States District Court, located in Oklahoma County, Oklahoma.

Any legal proceedings to resolve or litigate any dispute will be conducted solely on an individual basis. *No Party will seek to have any dispute with the other Party heard as a class action or heard within an already-pending class action proceeding, or in any other proceeding in which either Party or any litigant acts or proposes to act in a representative capacity. Any and all such rights to proceed on a class-wide basis are hereby waived. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings.* Neither party will avail itself to third-party practice procedures, nor file a third-party complaint, petition, cross-claim, or pleading against the other Party, that would have the result of commencing or initiating claims against the other Party in a court other than the courts provided for in the exclusive venue provisions set forth in this Section. *If any portion of this class action waiver is deemed invalid, illegal and/or unenforceable, then that portion will be severed with the remainder remaining in full force and effect.*

Client expressly waives any claim of sovereign immunity as to Client's business dealings with Paycom if applicable (i.e. Native

American Nations). If either Party brings a legal action to enforce the Agreement, the prevailing Party in such action, as determined by the court, shall be entitled to recover reasonable attorneys' fees and litigation expenses as determined by the court. Client and the undersigned individual each represent that the signatory to the Agreement is authorized to enter into such agreement on behalf of Client.

39. WAIVER OF JURY TRIAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PAYCOM AND THE CLIENT EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ISSUE TRIABLE BY A JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT NOW OR HEREAFTER EXISTS WITH REGARD TO THE AGREEMENT OR THE PARTIES' BUSINESS DEALINGS, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY PAYCOM AND THE CLIENT AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY MAY OTHERWISE ACCRUE. PAYCOM AND THE CLIENT ARE HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY THE OTHER PARTY.

40. Use of SSNVS. Paycom may utilize the Social Security Number Verification Services ("SSNVS") to verify employee Social Security Numbers ("SSNs") and names solely to ensure that the records of current or former employees are correct for the purpose of completing Internal Revenue Service (IRS) Form W-2 (Wage and Tax Statement). SSA returns all names and SSNs submitted and indicates if an individual's name and SSN matches or does not match. If the individual's name and SSN does not match their records, SSA advises that their response (1) does not imply that you or your employee intentionally provided incorrect information about the employee's name or SSN, (2) does not make any statement about your employee's immigration status, and (3) is not a basis, in and of itself, to take any adverse action against the employee such as laying off, suspending, firing or discriminating against the employee. Furthermore, reliance on the verification information SSA provides to justify adverse action against a worker may violate State or Federal law. Please consult your legal counsel before doing so and/or before determining whether to opt-out of this additional feature. It is appropriate to use SSNVS only once an official employer-employee relationship has been established. The functions being performed by Paycom shall adhere to the proper use of SSNVS. Please be advised that this service is available at no cost from SSA and this service is not the product of a unique or exclusive arrangement between SSA and Paycom.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2022 Downtown Development Authority appointment
AGENDA DATE: 11.8.22

DATE PREPARED: 10.25.22
PREPARED BY: Alisa Doyal

AMOUNT: N/A
GL ACCOUNT #: N/A
FUNDING SOURCE: None
BUDGETED ITEM? N/A

PURPOSE: The seven-member Downtown Development Authority is appointed by the City Council to oversee the revitalization and redevelopment of the central business district and to develop and promote for the public good and general welfare, trade, commerce, industry, and employment opportunities. Members must either own a business or have an economic interest in the downtown. Term: 4 years | Members: 7

BACKGROUND: The Downtown Development Authority has one vacancy and one expired term. The expired term is that of Carl Peabody whose term expired 3.31.22. Mr. Peabody agreed to stay on until his replacement was found. Rob Smith was an applicant who applied to be on the DDA board. After the board reviewed his application, Mr. Smith came and spoke to the DDA board at their September meeting. He also submitted a resume. At the October 24th board meeting, the board unanimously voted to recommend Mr. Smith's appointment to the board to fill the expired term for Mr. Peabody.

STAFF RECOMMENDATION: Staff is recommending appointing Rob Smith to the Downtown Development Authority to serve a four-year term from 3.31.22 until 3.31.26.

IMPACT: The DDA would be filling an expired term.

MOTION: I move to appoint Rob Smith to the Downtown Development Authority to serve a four-year term from 3.31.22 until 3.31.26.



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



**APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT**

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

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

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

APPLICANT INFORMATION

Applicant Name: Rob Smith

Occupation: Business Owner, Realtor Employer: RKS Services, LLC; Crye-Leike Realty

Home Address: 109 Peachtree Street City: Villa Rica Zip: 30180

Home Phone: (404) 895-7313 Home E-Mail: robsmithatl@gmail.com

Work Phone: (770) 456-2142 Work E-Mail: rob.smith@crye-leike.com

Cell Phone: (404) 895-7313 Preferred E-Mail: ☒ Home ☐ Work

Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable) _____

RKS Services, LLC, 109 Peachtree Street, Villa Rica, GA 30180

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Downtown Development Authority
- b) How long have you been a resident of the City of Villa Rica? 1 Years 8 Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____

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

Villa Rica is a beautiful city with a great history and the rapid growth in West Georgia presents many opportunities & challenges. My wife Kristi and I made a significant investment in downtown when we purchased our property at 109 Peachtree Street. We believe in VR & will be an active part of it's future.

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

Currently a Board member with the Villa Rica Housing Authority.

APPLICANT STATEMENT

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



Signature

Rob Smith

Printed Name

7/11/2022

Date

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

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

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

BOARD AND COMMISSION INFORMATION

Board of Appeals (BOA): The BOA is a quasi-judicial body that provides the public with a final administrative review process for appeals relating to a wide range of City determinations. The Board strives to provide an efficient, fair and expeditious public hearing and decision-making process before an impartial panel as a last step in the City's permit issuance process. The Board hears and decides appeals involving the granting, denial, suspension, or revocation of permits, licenses, and other use entitlements by various City commissions and departments. The granting or denial of variances and other determinations by the P&Z Commission. Term: 3 years | Members: 5

Downtown Development Authority (DDA): The DDA's mission is to oversee the revitalization and redevelopment of the central business district and to develop and promote for the public good and general welfare, trade, commerce, industry and employment opportunities. Members must either own a business or have an economic interest in the downtown. A member of the City Council is permitted to serve on the DDA. Term: 4 years | Members: 7

Historic Preservation Commission (HPC): This six-member commission is appointed by the City Council and administers the historic regulations in the City of Villa Rica. Commissioners review requests for retaining wall grants, revolving loan applications, building permit applications and demolition permit requests. Term: 3 years | Members: 6

Housing Authority Board (HAB): The function and responsibility of the HAB is to plan, develop, and administer a public housing program for the City of Villa Rica. Members are appointed by the Mayor for indefinite terms.

Library Advisory Board (LAB): Acts in an advisory capacity to the branch manager of the Villa Rica Public Library. Members work with the Branch Manager to establish operational policies for the library for approval by the City Council and West Georgia Regional Library System, assist the Branch Manager with the annual budget request to the City Council, adopts bylaws and regulations for internal operations, makes recommendations through the City Manager to the Mayor and City Council concerning the library, solicits donations of money and/or property for the benefit of the library, and represents the library to the community. The City Manager, Branch Manager and WGRL Director serve as nonvoting members. Term: 3 years | Members: 7

Main Street Advisory Board (MSAB): This seven-member Board commission is appointed by the City Council and works to promote and create a thriving central business district in Downtown Villa Rica and along primary entrance corridors into the central downtown business district. Term: 2 years | Members: 7

Planning & Zoning Commission (P&Z): The P&Z advises the City Council in decisions pertaining to amendments to the Comprehensive Plan, the Zoning Ordinance and applications for development. The Commission is charged with developing and maintaining the Comprehensive Plan and submitting the plan and its elements to the City Council. The Commission also reviews and makes recommendations regarding changes to the Comprehensive Plan land use map. The Commission hears, reviews and makes recommendations regarding all applications for subdivision site plans, specific plans and phased and conditional use permit applications. Term: 1 year | Members: 5

Recreation Advisory Commission (RAC): The purpose of the RAC is to make recommendations to the City Council regarding parks and recreation plans, policies, programs and projects. Term: 3 years | Members: 7

Villa Rica Cemetery Committee: Functions include making recommendations to the City Manager on all aspects of the management and operations of the city's cemeteries. Term: 3 years | Members: 6

Villa Rica Development Authority (VRDA): The VRDA exists to provide bond financing for community and economic development projects with a goal of increasing job opportunities within the community, supporting education and health care, and providing housing for underserved communities, all of which benefit the residents of the city of Villa Rica and the state of Georgia. Term: 4 years | Members: 7

PROCEDURES FOR BOARD OR COMMISSION APPOINTMENT

- 1) Approximately four weeks before the end of a Board or Commission term, the City Clerk will notify the Mayor and City Council and the members of the Board or Committee affected of the positions and citizens whose terms will be expiring.
- 2) The City Clerk will cause this information to be posted via the City's website, electronic newsletter or other means to inform the residents in the city. This notice will also include qualifications (if any) to serve. The Mayor and City Council will set the timeframe for the acceptance of applicants.
- 3) Applications may be sent to the City Clerk. The Mayor and City Council may interview candidates at its discretion. The Mayor and City Council retains all responsibilities and rights to select candidates, nominate and confirm appointments as required by the City Charter and Code of Ordinances.
- 4) After any appointment, the new Board or Commission member, as well as the other members of that Board or Commission will receive a letter notifying them of their appointment and be scheduled to be administered an Oath of Office.

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

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

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

ROBERT L. SMITH

BUSINESS MANAGEMENT CONSULTING

CONTACT

404-895-7313

robsmithatl@gmail.com

PROFILE

Forward-thinking business and technology executive, process improvement, and management consulting expert. Over 35 years of excellence driving innovation, organization building and leading multi-discipline teams, and strengthening customer relationships for multiple firms including RR Donnelley, Computer Sciences Corporation, and the IBM Company. Consistently recognized by clients as a visionary leader and change agent who has empowered individuals and organizations to create new revenue streams while driving business, technology, and service transformations.

SKILLS

- CUSTOMER EXPERIENCE MANAGEMENT
- MERGERS & ACQUISITIONS
- DELIVERY MANAGEMENT
- QUALITY MANAGEMENT
- BUSINESS DEVELOPMENT

EXPERIENCE

With a commitment to achieving excellent customer experience and enabling technologies as a means to achieving business goals and financial performance, experience areas include business focus, program management, ISO controls implementation and audit, SOC Type 2 implementation and audit, business acquisition and divestiture, engagement management and due diligence processes, Customer Service/Help Desk review and process improvements, Key Performance Metrics analysis, Six Sigma DMAIC process management. HIPAA implementation, Customer Communications Management, Business Process Outsourcing

Industry Verticals

- FINANCIAL SERVICES
- HEALTH CARE
- PROCESS MANUFACTURING
- WAREHOUSE FULFILLMENT & DISTRIBUTION
- COMMERCIAL PRINT
- DIGITAL COMMUNICATIONS
- REAL ESTATE

EDUCATION

BA

West Georgia College, Carrollton, GA

GBMP

Pace University, White Plains, NY



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

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

APPLICANT INFORMATION

Applicant Name: Kait Swafford

Occupation: Realtor Employer: Flat Rock Realty

Home Address: 222 Westview Dr. City: Villa Rica Zip: 30180

Home Phone: () Home E-Mail: Kait@swaff.net

Work Phone: () Work E-Mail: Kait@swaff.net

Cell Phone: (404) 542-5283 Preferred E-Mail: ☒ Home ☐ Work

Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable) _____

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Downtown Development Authority
- b) How long have you been a resident of the City of Villa Rica? 4+ Years Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____

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

I am passionate about seeing Villa Rica thrive
through empowering, encouraging & supporting local
business owners to put down roots downtown.

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

Main Street Advisory Board

APPLICANT STATEMENT

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

Kait Swafford
Signature

Kait Swafford
Printed Name

6/29/22
Date

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

Fax: 770-459-7003
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APPOINTMENT**

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

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

APPLICANT INFORMATION

Applicant Name: Hasani KWASI Hudson

Occupation: Insurance Agent Employer: Hometown Insurance

Home Address: 945 S Lassetter Circle City: Villa Rica Zip: 30180

Home Phone: () 404.550.7225 Home E-Mail: kwasihudson@gmail.com

Work Phone: () Work E-Mail:

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

Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable)

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Main Street Advisory Board
- b) How long have you been a resident of the City of Villa Rica? 40 Years ____ Months
- c) Are you current with all of your financial obligations to the City? ☐ Yes ☒ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____

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

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

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

The amount of knowledge I would gain from working on this board would be immeasurable. I would also

want to share the knowledge bestowed upon me to others within our city of Villa Rica. Vila Rica is a

small city destined to grow and I want to be a part of the growth,

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

BOA, DDA, HAB, AND P&Z

APPLICANT STATEMENT

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


Signature

Hasani Kwasi Helsu
Printed Name

Apr 23, 2022
Date

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

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

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

BOARD AND COMMISSION INFORMATION

Board of Appeals (BOA): The BOA is a quasi-judicial body that provides the public with a final administrative review process for appeals relating to a wide range of City determinations. The Board strives to provide an efficient, fair and expeditious public hearing and decision-making process before an impartial panel as a last step in the City's permit issuance process. The Board hears and decides appeals involving the granting, denial, suspension, or revocation of permits, licenses, and other use entitlements by various City commissions and departments. The granting or denial of variances and other determinations by the P&Z Commission. Term: 3 years | Members: 5

Downtown Development Authority (DDA): The DDA's mission is to oversee the revitalization and redevelopment of the central business district and to develop and promote for the public good and general welfare, trade, commerce, industry and employment opportunities. Members must either own a business or have an economic interest in the downtown. A member of the City Council is permitted to serve on the DDA. Term: 4 years | Members: 7

Historic Preservation Commission (HPC): This six-member commission is appointed by the City Council and administers the historic regulations in the City of Villa Rica. Commissioners review requests for retaining wall grants, revolving loan applications, building permit applications and demolition permit requests. Term: 3 years | Members: 6

Housing Authority Board (HAB): The function and responsibility of the HAB is to plan, develop, and administer a public housing program for the City of Villa Rica. Members are appointed by the Mayor for indefinite terms.

Library Advisory Board (LAB): Acts in an advisory capacity to the branch manager of the Villa Rica Public Library. Members work with the Branch Manager to establish operational policies for the library for approval by the City Council and West Georgia Regional Library System, assist the Branch Manager with the annual budget request to the City Council, adopts bylaws and regulations for internal operations, makes recommendations through the City Manager to the Mayor and City Council concerning the library, solicits donations of money and/or property for the benefit of the library, and represents the library to the community. The City Manager, Branch Manager and WGRL Director serve as nonvoting members. Term: 3 years | Members: 7

Main Street Advisory Board (MSAB): This seven-member Board commission is appointed by the City Council and works to promote and create a thriving central business district in Downtown Villa Rica and along primary entrance corridors into the central downtown business district. Term: 2 years | Members: 7

Planning & Zoning Commission (P&Z): The P&Z advises the City Council in decisions pertaining to amendments to the Comprehensive Plan, the Zoning Ordinance and applications for development. The Commission is charged with developing and maintaining the Comprehensive Plan and submitting the plan and its elements to the City Council. The Commission also reviews and makes recommendations regarding changes to the Comprehensive Plan land use map. The Commission hears, reviews and makes recommendations regarding all applications for subdivision site plans, specific plans and phased and conditional use permit applications. Term: 1 year | Members: 5

Recreation Advisory Commission (RAC): The purpose of the RAC is to make recommendations to the City Council regarding parks and recreation plans, policies, programs and projects. Term: 3 years | Members: 7

Villa Rica Cemetery Committee: Functions include making recommendations to the City Manager on all aspects of the management and operations of the city's cemeteries. Term: 3 years | Members: 6

Villa Rica Development Authority (VRDA): The VRDA exists to provide bond financing for community and economic development projects with a goal of increasing job opportunities within the community, supporting education and health care, and providing housing for underserved communities, all of which benefit the residents of the city of Villa Rica and the state of Georgia. Term: 4 years | Members: 7

City of Villa Rica

PROCEDURES FOR BOARD OR COMMISSION APPOINTMENT

- 1) Approximately four weeks before the end of a Board or Commission term, the City Clerk will notify the Mayor and City Council and the members of the Board or Committee affected of the positions and citizens whose terms will be expiring.
- 2) The City Clerk will cause this information to be posted via the City's website, electronic newsletter or other means to inform the residents in the city. This notice will also include qualifications (if any) to serve. The Mayor and City Council will set the timeframe for the acceptance of applicants.
- 3) Applications may be sent to the City Clerk. The Mayor and City Council may interview candidates at its discretion. The Mayor and City Council retains all responsibilities and rights to select candidates, nominate and confirm appointments as required by the City Charter and Code of Ordinances.
- 4) After any appointment, the new Board or Commission member, as well as the other members of that Board or Commission will receive a letter notifying them of their appointment and be scheduled to be administered an Oath of Office.

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

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

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



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- Am I willing to participate in necessary Board or Commission training, education and development activities that will improve my effectiveness in my position?

APPLICANT INFORMATION

Applicant Name: KIMBERLY BLAIR

Occupation: ACCOUNTING MANAGER Employer: ABSOLUTE WELDING

Home Address: 300 S. CARROLL RD City: VILLA RICA Zip: 30180

Home Phone: () _____ Home E-Mail: kimblair16@gmail.com

Work Phone: () _____ Work E-Mail: _____

Cell Phone: (404) 771 3030 Preferred E-Mail: ☐ Home ☐ Work

Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable) _____

a) Which Board(s) or Commission(s) do you wish to be appointed to? DBA

b) How long have you been a resident of the City of Villa Rica? 12 Years ___ Months

c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No

d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No

e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No

f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:

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

LIVE IN CITY LIMITS / SHOP / DINE / ATTEND
EVENTS - SERVED ON MANY CITY
BOARDS IN PAST YEARS

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

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

TO BE PART OF AN AFFLUENT GROUP
TO HELP CONTINUE THE BEAUTIFICATION
AND DEVELOPMENT OF THE DOWNTOWN
VILLA RICA AREA.

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

APPLICANT STATEMENT

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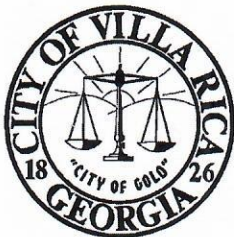

Signature

KIMBERLEY BLAIR 7-12-22
Printed Name Date

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

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

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City of Villa Rica
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Villa Rica, GA 30180



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- Am I willing to participate in necessary Board or Commission training, education and development activities that will improve my effectiveness in my position?

APPLICANT INFORMATION

Applicant Name: DOUGLAS LANG

Occupation: Retired Employer: N/A

Home Address: 262 S. CARROLL RD. City: VILLA RICA Zip: 30180

Home Phone: () N/A Home E-Mail: DAL59@ATT.NET

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

Cell Phone: (770) 862-5967 Preferred E-Mail: ☒ Home ☐ Work

Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable) _____

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Villa Rica DDA
- b) How long have you been a resident of the City of Villa Rica? 20 Years Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
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- N/A
- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:
- N/A
- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:
- N/A

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

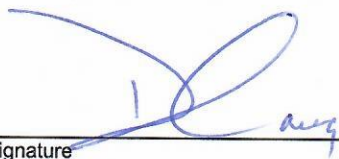
I Am very interested in the continued
growth and development of our city, I feel
it is imperative to have a vibrant downtown for
residents and visitors alike.

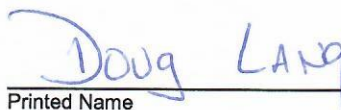
- j) Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice? ☒ Yes ☐ No If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

(*) I Am also interested in the
Recreation Advisory Commission. And, respectfully
request to be considered for both positions.

APPLICANT STATEMENT

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Signature


Printed Name


Date

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

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

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



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Reconfiguration of Network Infrastructure
AGENDA DATE: October 27th, 2022

DATE PREPARED: October 27th, 2022
PREPARED BY: Jim Chambers

AMOUNT: \$29,055.00
GL ACCOUNT #: 350 6110 542500
FUNDING SOURCE:
BUDGETED ITEM? Yes

PURPOSE: To approve Distex for the upgrade of the V-Plex Civic Center Audio/Video system.

BACKGROUND: We previously utilized a low cost solution that is still proving to be inadequate over what we replaced a few years ago. This proposal is a more robust solution by a far more experienced provider that is fairly local. I reached out two vendors that I trust to come up with a solution for this second install to make sure all our needs are met.

Distex	\$29,055.00
Disys	\$46,407.03

STAFF RECOMMENDATION: Approval.

MOTION: I move to approve the request of Distex to upgrade our AV system at V-Plex for \$29,055.00.



44670 Cape Court, Suite 100
Ashburn, VA 20147
Phone: (888) 286-3896
Fax: (703) 802-0798
Cage Code: 674Q4
DUNS: 962751918
FEIN: 27-2586114

Quote Type:

BILL TO	
City of Villa Rica 571 W Bankhead Hwy Attn: Jim Chambers Villa Rica, GA 30180	

PREPARED BY	PREPARED FOR	PHONE #
Pankaj Sharma	Jim Chambers	770-459-7000

ITEM #	PRODUCT DESCRIPTION	QTY
	GENERAL PURPOSE ROOM	
MXW1	Shure - MXW1 - Hybrid Bodypack transmitter	2
MXW2/BETA58	Shure Handheld Transmitter with Beta 58A Capsule	1
MXWAPT8--Z10	Shure MXWAPT8--Z10 8-CH ACCESS POINT TRA	1
MXWNCS8	Shure MXWNCS8 8-CH NETWORKED CHARGING ST	1
MX185	Shure Microflex Lavalier Microphones	3
IBAR12-20T	Eaton/Triplite 12 outlet Surge RFI filter	1
29675	C2G 3ft HDMI with Grip Connectors	10
JBL- C29AV-1	JBL C29 8" 2-Way Wall Mountable Loudspeaker	2
15196	C2G 7ft CAT5E Black	6
GSM4212P-100NAS	NET GEAR M4250-10G2F-POE+ AV SWITCH PERP	1
Desono DX-IC8-W	Biamp Desono 8 In High Output White Speaker	20
AMP-A460H	Biamp 4 channel, 60W half-rack amplifier with mounting bracket	2
TesiraFORTÉ DAN AI	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, and 32 x 32 channels of Dante	1
CP4N	4-Series Control Processor	1
HD-TX-101-C-1G-E-W-T	DM Lite® Transmitter for HDMI® Signal Extension over CATx Cable, Wall Plate, White Textured	2
HD-RX-101-C-E	DM Lite – HDMI® over CATx Receiver, Surface Mount	2
TSW-570P-W-S	5 in. Wall Mount Touch Screen, Portrait, White Smooth	2
HD-MD4X2-4KZ-E	4x2 4K60 4:4:4 HDR AV Switcher	1
HD-TXC-101-C-E	DM Lite® Transmitter for HDMI®, IR, and RS-232 Signal Extension over CATx Cable	2

HD-RXC-101-C-E	DM Lite – HDMI® over CATx Receiver w/IR & RS-232, Surface Mount	2
U1V	1RU Vented Rack Shelf	2
EWR-16-17SD	EWR Series Pivoting Wall Rack - EWR-16-17SD	1
HP	100 PC Rack Screws	1
CABLES AND MATERIALS		
16-2C-P-BLK	1000' Black Commercial Grade General Purpose 16 AWG 2-Conductor Plenum Cable Reel	1
24-4P-P-L6SH-WHT	CAT6 23/4P F/UTP CMP WHITE 1000ft	1
RJ45-STP-L6	CAT6 F/UTP RJ45 INSTALL KIT 25 ea	1
BOOT-L-WH	RJ45 BOOT SNAGLESS 7MM White	1
AXLINK-P	AXLINK 22/01PSH+18/2C CMP BLK 500 foot reel	1
ADDITIONAL SERVICES		
DSI Professional Services	Cabling, equipment mounting, interconnections etc.	1
DSI Professional Services	Programming Crestron and Biamp Systems	1
DSI Professional Services	Field Engineering, Commissioning, Testing, Training	1
DSI Professional Services	Project Support, Logistics Coordination, Scheduling	1

Additional Comments or Special Instructions

QUO-49075-W6P1

Wire Transfer Information:

JP Morgan Chase Bank, N.A.
4 New York Plaza, Floor 15, Mailcode: NY1-E050
New York, NY 10004-2413
Routing/Transit #: 021000021 (NY)
Lockbox Account #: 329381377

Remittance:

DISYS Solutions Inc
44670 Cape Court, S
Ashburn, VA 20147

ACH Information:

Routing/Transit #: 021000021 (NY)

Pankaj Sharma

Authorized by

Quote

Quote Date	10/27/2022
Expiration Date	1/25/2023
Quote Number	10102022

SHIP TO

City of Villa Rica
571 W Bankhead Hwy
Attn: Jim Chambers
Villa Rica, GA 30180

EMAIL ADDRESS	SHIP	TERMS
jchambers@villarica.gov	Best Way	NET30

LIST PRICE	UNIT PRICE	TOTAL	VENDOR
	\$ 510.00	\$ 1,020.00	ALMO
	\$ 612.00	\$ 612.00	ALMO
	\$ 3,600.00	\$ 3,600.00	ALMO
	\$ 1,825.00	\$ 1,825.00	ALMO
	\$ 243.00	\$ 729.00	ALMO
\$ 450.00	\$ 261.00	\$ 261.00	ALMO
\$ 17.99	\$ 14.00	\$ 140.00	ALMO
\$ 588.00	\$ 411.60	\$ 823.20	ALMO
\$ 4.99	\$ 4.50	\$ 27.00	ALMO
\$ 954.00	\$ 667.80	\$ 667.80	ALMO
\$ 380.00	\$ 220.40	\$ 4,408.00	Biamp
\$ 990.00	\$ 574.20	\$ 1,148.40	Biamp
\$ 3,750.00	\$ 2,175.00	\$ 2,175.00	Biamp
\$ 3,080.00	\$ 1,786.40	\$ 1,786.40	Crestron
\$ 418.00	\$ 242.44	\$ 484.88	Crestron
\$ 364.00	\$ 211.12	\$ 422.24	Crestron
\$ 1,210.00	\$ 701.80	\$ 1,403.60	Crestron
\$ 1,540.00	\$ 893.20	\$ 893.20	Crestron
\$ 440.00	\$ 255.20	\$ 510.40	Crestron

\$ 440.00	\$ 255.20	\$ 510.40	Crestron
\$ 69.46	\$ 45.15	\$ 90.30	Legrand
\$ 1,006.50	\$ 654.23	\$ 654.23	Legrand
\$ 30.00	\$ 21.00	\$ 21.00	Legrand
\$ 470.90	\$ 273.12	\$ 273.12	Liberty AV
\$ 1,267.36	\$ 735.07	\$ 735.07	Liberty AV
\$ 177.04	\$ 102.68	\$ 102.68	Liberty AV
\$ 55.36	\$ 32.11	\$ 32.11	Liberty AV
\$ 950.00	\$ 551.00	\$ 551.00	Liberty AV
	\$ 11,000.00	\$ 11,000.00	DSI Tech
	\$ 4,500.00	\$ 4,500.00	DSI Tech
	\$ 3,500.00	\$ 3,500.00	DSI Tech
	\$ 1,500.00	\$ 1,500.00	DSI Tech

SUBTOTAL	\$ 46,407.03
TAX RATE	0.000%
TAX	\$0.00
S & H	\$0.00
OTHER	\$0.00
TOTAL	\$46,407.03

(DSI)
Suite 100

10/27/2022

Date

If you have any questions regarding this quote, please contact
Pankaj Sharma @ 571-707-3610 or Pankaj.Sharma@disyssolutions.com



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Recreation Advisory Commission Appointment

AGENDA DATE: November 8, 2022

DATE PREPARED: October 26, 2022

PREPARED BY: Tracie Ivey, Director of Parks & Recreation

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: To fill a vacancy of the Villa Rica Recreation Advisory Commission.

BACKGROUND: The Villa Rica Recreation Advisory Commission has a vacancy for the expired term of Kwasi Hudson. We have a candidate that we would like to appoint at this time to fill the expired position.

STAFF RECOMMENDATION: Staff recommends Amy Bradley be added to the Villa Rica Recreation Advisory Commission to fill this vacancy.

IMPACT: To continue to fill current vacancies of the commission so the board can conduct business on behalf of and in conjunction with the Villa Rica Parks & Recreation Department and City of Villa Rica.

MOTION: I move to approve Amy Bradley as a board member to the Villa Rica Recreation Advisory Commission for the term November 9, 2022 to October 31, 2025.



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



**APPLICATION FOR BOARD OR COMMISSION
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- Am I willing to participate in necessary Board or Commission training, education and development activities that will improve my effectiveness in my position?

APPLICANT INFORMATION

Applicant Name: Amy Bradley

Occupation: Realtor Employer: Century 21

Home Address: 100 Danielle Court City: Villa Rica Zip: 30180

Home Phone: () Home E-Mail: Azhoneybee@gmail.com

Work Phone: () Work E-Mail: Amy@c21connectrealty.com

Cell Phone: (404) 693 - 3938 Preferred E-Mail: ☐ Home ☒ Work

Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable)_____

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Recreation Advisory Committee
- b) How long have you been a resident of the City of Villa Rica? 5 Years 10 Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____

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

I see a huge potential for our parks and recreational department to truly keep and engage

residents of all ages to be a part of their community in a healthy way. I'd love to be a part of

helping the program continuously grow in the right direction for our community.

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

APPLICANT STATEMENT

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


Signature

Amy Bradley
Printed Name

09/29/2022
Date

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

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

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

BOARD AND COMMISSION INFORMATION

Board of Appeals (BOA): The BOA is a quasi-judicial body that provides the public with a final administrative review process for appeals relating to a wide range of City determinations. The Board strives to provide an efficient, fair and expeditious public hearing and decision-making process before an impartial panel as a last step in the City's permit issuance process. The Board hears and decides appeals involving the granting, denial, suspension, or revocation of permits, licenses, and other use entitlements by various City commissions and departments. The granting or denial of variances and other determinations by the P&Z Commission. Term: 3 years | Members: 5

Downtown Development Authority (DDA): The DDA's mission is to oversee the revitalization and redevelopment of the central business district and to develop and promote for the public good and general welfare, trade, commerce, industry and employment opportunities. Members must either own a business or have an economic interest in the downtown. A member of the City Council is permitted to serve on the DDA. Term: 4 years | Members: 7

Historic Preservation Commission (HPC): This six-member commission is appointed by the City Council and administers the historic regulations in the City of Villa Rica. Commissioners review requests for retaining wall grants, revolving loan applications, building permit applications and demolition permit requests. Term: 3 years | Members: 6

Housing Authority Board (HAB): The function and responsibility of the HAB is to plan, develop, and administer a public housing program for the City of Villa Rica. Members are appointed by the Mayor for indefinite terms.

Library Advisory Board (LAB): Acts in an advisory capacity to the branch manager of the Villa Rica Public Library. Members work with the Branch Manager to establish operational policies for the library for approval by the City Council and West Georgia Regional Library System, assist the Branch Manager with the annual budget request to the City Council, adopts bylaws and regulations for internal operations, makes recommendations through the City Manager to the Mayor and City Council concerning the library, solicits donations of money and/or property for the benefit of the library, and represents the library to the community. The City Manager, Branch Manager and WGRL Director serve as nonvoting members. Term: 3 years | Members: 7

Main Street Advisory Board (MSAB): This seven-member Board commission is appointed by the City Council and works to promote and create a thriving central business district in Downtown Villa Rica and along primary entrance corridors into the central downtown business district. Term: 2 years | Members: 7

Planning & Zoning Commission (P&Z): The P&Z advises the City Council in decisions pertaining to amendments to the Comprehensive Plan, the Zoning Ordinance and applications for development. The Commission is charged with developing and maintaining the Comprehensive Plan and submitting the plan and its elements to the City Council. The Commission also reviews and makes recommendations regarding changes to the Comprehensive Plan land use map. The Commission hears, reviews and makes recommendations regarding all applications for subdivision site plans, specific plans and phased and conditional use permit applications. Term: 1 year | Members: 5

Recreation Advisory Commission (RAC): The purpose of the RAC is to make recommendations to the City Council regarding parks and recreation plans, policies, programs and projects. Term: 3 years | Members: 7

Villa Rica Cemetery Committee: Functions include making recommendations to the City Manager on all aspects of the management and operations of the city's cemeteries. Term: 3 years | Members: 6

Villa Rica Development Authority (VRDA): The VRDA exists to provide bond financing for community and economic development projects with a goal of increasing job opportunities within the community, supporting education and health care, and providing housing for underserved communities, all of which benefit the residents of the city of Villa Rica and the state of Georgia. Term: 4 years | Members: 7

PROCEDURES FOR BOARD OR COMMISSION APPOINTMENT

- 1) Approximately four weeks before the end of a Board or Commission term, the City Clerk will notify the Mayor and City Council and the members of the Board or Committee affected of the positions and citizens whose terms will be expiring.
- 2) The City Clerk will cause this information to be posted via the City's website, electronic newsletter or other means to inform the residents in the city. This notice will also include qualifications (if any) to serve. The Mayor and City Council will set the timeframe for the acceptance of applicants.
- 3) Applications may be sent to the City Clerk. The Mayor and City Council may interview candidates at its discretion. The Mayor and City Council retains all responsibilities and rights to select candidates, nominate and confirm appointments as required by the City Charter and Code of Ordinances.
- 4) After any appointment, the new Board or Commission member, as well as the other members of that Board or Commission will receive a letter notifying them of their appointment and be scheduled to be administered an Oath of Office.

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

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

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



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Axon Taser 7 ECW Bundles

AGENDA DATE: 11/08/2022

DATE PREPARED: 10/27/2022

PREPARED BY: Chief M. Mansour

AMOUNT: \$18,000.00

GL ACCOUNT #: 100-3210-531710

FUNDING SOURCE: General Fund

BUDGETED ITEM? YES

PURPOSE: To purchase and deploy five (5) additional Axon Taser 7 electronic control weapons (ECW) for use in the police department.

BACKGROUND: VRPD has utilized Taser devices for many years with great success in avoiding injury to arrestees and officers in the performance of their duties. Taser 7 is the latest iteration of the taser device with safety upgrades and features not present on previous models. The agency currently has five Taser 7's in use, and this purchase would double that number. This allows more officers access to the Taser 7 in the field for use in controlling combative subjects during arrest situations. The Taser has shown to be an effective tool in de-escalating dangerous situations.

STAFF RECOMMENDATION: We recommend the purchase of five Taser 7's for use in the police department. Axon is a single source provider for Taser products. The bundle purchase includes: Taser 7 devices, electronic evidence storage, two different types of Taser cartridges, and training materials.

IMPACT: Officer safety is a key consideration in purchasing less-lethal tools for Villa Rica Police officers. Public safety goals of de-escalation are more likely to be successful when critical tools are provided to the officers in the field.

MOTION: I move to allow the police department to purchase five Taser 7 ECW bundles from Axon for the amount of \$18,000.

TASER 7 EXECUTIVE SUMMARY

Villa Rica Police Department

Axon Enterprise, Inc.
17800 North 85th Street
Scottsdale, AZ 85255
Phone: 1-800-978-2737

Axon Representative:

Rob Marangelo
480-613-7726
rmarangelo@axon.com



Axon's Taser 7 Certification bundle offers a 5-year all-encompassing bundle of: hardware, software, accessories, equipment refreshes, and warranties together to help equip each officer with the solutions they need to stay safe.

Villa Rica Police Department and Axon Enterprise, Inc. (Axon) will be partnering to deliver a Taser 7 Certification platform and program. Our goal is to deliver predictable annual spend, and the best technology in order to reduce the agency's liability while increasing the agency's efficiency and most importantly, safety.

Taser 7 is only sold in a bundled solution. The Certification bundle is Axon's all-encompassing plan that will provide everything necessary for the Villa Rica Police Department to have a Taser 7 program but provide resources for additional training.

When procuring products and services, the relationship with a vendor is usually transactional in nature. Axon is different from other providers specifically in this respect. The Villa Rica Police Department would be entering into an ongoing relationship with Axon and would be bound by the quality, support and product evolution of our company. It is critical to select the vendor that best aligns with your needs and would continually provide the support needed for the agency's success.

Axon represents the entire network of devices, applications, and people that is revolutionizing public safety around the world. Our mission is to protect life. Our technologies give law enforcement the confidence, focus, and time they need to keep their communities safe. Today, our CEWs are in use in more than 18,000 agencies globally and our other Axon family of products are in use by more than 6,000 agencies. Our suite of connected products from body cameras to evidence management, has given police agencies the flexibility and the versatility to operate with increased transparency and efficiency.

A message from our CEO and founder Rick Smith
WHERE DO WE GO FROM HERE?

<https://www.axon.com/news/where-do-we-go-from-here>

Advantages in Upgrading to the TASER 7



CONFIDENCE IN ACTION: *Dual shot for extra coverage in case of miss or disconnect*

WARNING ARCH FOR DEESCALATION: *Warning arc emits audible noise that may deter subjects without needing to deploy*

ENHANCED CLOTHING PENETRATION: *Double kinetic energy of past models for better penetration/fewer disconnects*

FLEXIBILITY WITH DEPLOYMENT DISTANCES: *New cartridges designed for both close-quarter ranges and standoff distances*

SMOOTH TRANSITION: *Similar in size to X26P and smaller than X2 for easy transition*

IMPROVED TARGETING: *Daytime green LASER and dual LASERs lets users get a better sense of where the probes are aimed*

TASER 7 delivers the safest, most effective less-lethal device in the history of law enforcement



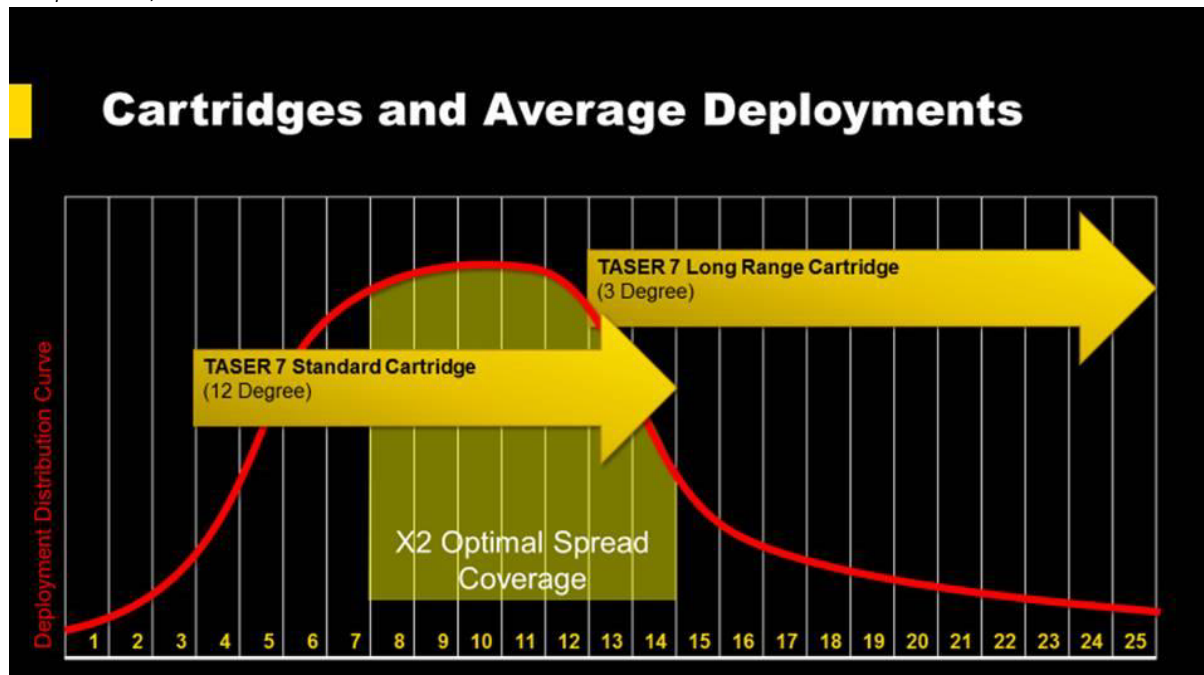
- ❖ *Dramatically improved chances of First Shot Effectiveness at the distances to target where 90% of Use of Force Encounters occur, eliminating the absence of incapacitation which occurs when probes attach too close to one another by offering optimal probe spread within the range most common for force deployments.*
- ❖ *Exponentially more probable Target Attachment than any model to date as probes arriving on target with greater velocity and weight impact with twice the kinetic energy, offering dramatically increased clothing compaction and adherence to more targets, more often.*
- ❖ *Dramatically improved Effectiveness Upon Impact through an optimized application of electricity as adaptive cross connection requires devices to actively seek and exploit every possible path of electricity between every probe deployed, and to engage in this pursuit up to 44 times each second.*
- ❖ *A paradigm shift forward in proactive, industry leading Training consistent with modern police training standards requiring scenario-based and repetitive applications for minimal effectiveness under the stress and dynamic pace of real-world applications.*
- ❖ *The only use of force option which leverages the potential and Power of the Cloud as a device which will routinely deliver better, more actionable Use of Force data to every program administrator while simultaneously seeking constant software evolution, enhancement, and optimal maintenance.*
- ❖ *A leap forward in the Efficiency of Workflow as frequent, consistent, and routine Cloud connectivity with imperceptible impact on the daily routine of officers eliminates substantial man hours otherwise required of program administrators to seek, touch, and manipulate devices in order to leverage their data and maintain their effectiveness. With the added benefit of re-conditioning and recharging batteries rather than replacing them with every depletion, this dock-and-walk standard now offers*

remote CEW program command capability.

FIRST SHOT EFFECTIVENESS:

The graphic below represents an analysis of CEW deployments indicating that an average of 90% occur within 10' of a subject. Within this range, the X2 with standard duty cartridge requires a minimum of 7' between the weapon and subject in order to reach optimal probe spread necessary to achieve incapacitation.

For context, the New Orleans Police Department, by example, identified that 49.32% (693) of 1407 CEW deployments occurred within 5 feet of the subject, a range within which the X2 and X26P would not incapacitate, while the TASER 7 could.



TARGET ATTACHMENT

The TASER 7 rate of probe deployment is 28% faster than the X2 with 1.8X the kinetic energy upon impact. With heavier probes traveling more than 20 feet per second faster than the X2, this resulting increase in kinetic energy results in increased clothing compaction in order to facilitate successful incapacitation upon suspects wearing loose clothing, puffy garments, or multiple layers of clothing. At distance of 7', the TASER 7 is 15% more effective at clothing penetration/compaction than the X2. Also because of these enhancements, the TASER 7 better penetrates thick material (including leather belts) at a rate of 28% more effective than the X2 at 1' and 6% better at 7'.

EFFICIENCY OF WORKFLOW

A time study comparing TASER 7 vs. TASER X2 and found that the Dock and Go workflow of TASER 7 may save agencies up to 4-man hours per year per CEW by automating data downloads and firmware upgrades, whereas the X2 requires hands-on legacy administrative support by agency staff.

Purpose of the Certification Plan

This plan would provide the infrastructure for the Manteo Police Department's less-lethal program for ten years

5-YEAR FORECAST

Ability to have a budgeted line item and know exactly what the department will be spending annually the next 10 years on Tasers and accessories.

BUILT IN DUTY CARTRIDGE REFRESH

Ability to not have to purchase duty cartridges over the next 10 years. Duty cartridges are replenished when deployed in the field by simply sending the log to Axon.

FULL OVERSIGHT OF TASER PROGRAM

Have all weapons on the same 5-year useful life all under one single invoice.

CONFIDENCE WITH WARRANTY COVERAGE

Have all Tasers under the same warranty umbrella with a no-questions-asked warranty on the Tasers, batteries, cartridges and dock.

INNOVATIVE TRAINING

Ability to train with 4 times as many cartridges as you currently are. To also provide an innovative VR Empathy Training program.

REDUCED RISK

By accessing end-user training with trackable modules and assessment scores, your agency can prove exactly the level of training received, thereby reducing your risk.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-400613-44861.659RM

Issued: 10/27/2022

Quote Expiration: 12/31/2022

Estimated Contract Start Date: 01/01/2023

Account Number: 145338

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-101 Main St 101 Main St Villa Rica, GA 30180-2007 USA	Villa Rica Police Dept. - GA 101 Main St Villa Rica, GA 30180-2007 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rob Marangelo Phone: Email: rmarangelo@axon.com Fax:	Hunter Ethredge Phone: (770) 359-8395 Email: hethredge@villarica.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$18,000.00
ESTIMATED TOTAL W/ TAX	\$18,000.00

Discount Summary

Average Savings Per Year	\$1,108.80
TOTAL SAVINGS	\$5,544.00

Payment Summary

Date	Subtotal	Tax	Total
Dec 2022	\$3,600.00	\$0.00	\$3,600.00
Dec 2023	\$3,600.00	\$0.00	\$3,600.00
Dec 2024	\$3,600.00	\$0.00	\$3,600.00
Dec 2025	\$3,600.00	\$0.00	\$3,600.00
Dec 2026	\$3,600.00	\$0.00	\$3,600.00
Total	\$18,000.00	\$0.00	\$18,000.00

Quote Unbundled Price:	\$23,544.00
Quote List Price:	\$18,000.00
Quote Subtotal:	\$18,000.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
T7Cert	2021 Taser 7 Certification Bundle	5	60	\$78.48	\$60.00	\$60.00	\$18,000.00	\$0.00	\$18,000.00
Total							\$18,000.00	\$0.00	\$18,000.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 Taser 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	5	12/01/2022
2021 Taser 7 Certification Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	6	12/01/2022
2021 Taser 7 Certification Bundle	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	4	12/01/2022
2021 Taser 7 Certification Bundle	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	1	12/01/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	15	12/01/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	12/01/2022
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	15	12/01/2022
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	12/01/2022
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	10	12/01/2022
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	10	12/01/2022
2021 Taser 7 Certification Bundle	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	5	12/01/2022
2021 Taser 7 Certification Bundle	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	5	12/01/2022
2021 Taser 7 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	12/01/2022
2021 Taser 7 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	12/01/2022
2021 Taser 7 Certification Bundle	74200	TASER 7 6-BAY DOCK AND CORE	1	12/01/2022
2021 Taser 7 Certification Bundle	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	12/01/2022
2021 Taser 7 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	12/01/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	12/01/2023
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	12/01/2023
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	12/01/2024
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	12/01/2024
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	10	12/01/2024
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	10	12/01/2024
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	12/01/2025
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	12/01/2025
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10	12/01/2026
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10	12/01/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Taser 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	5	01/01/2023	12/31/2027
2021 Taser 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	01/01/2023	12/31/2027

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Taser 7 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	6	12/01/2023	12/31/2027
2021 Taser 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	5	12/01/2023	12/31/2027
2021 Taser 7 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	12/01/2023	12/31/2027

Payment Details

Dec 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	T7Cert	2021 Taser 7 Certification Bundle	5	\$3,600.00	\$0.00	\$3,600.00
Total				\$3,600.00	\$0.00	\$3,600.00

Dec 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	T7Cert	2021 Taser 7 Certification Bundle	5	\$3,600.00	\$0.00	\$3,600.00
Total				\$3,600.00	\$0.00	\$3,600.00

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	T7Cert	2021 Taser 7 Certification Bundle	5	\$3,600.00	\$0.00	\$3,600.00
Total				\$3,600.00	\$0.00	\$3,600.00

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	T7Cert	2021 Taser 7 Certification Bundle	5	\$3,600.00	\$0.00	\$3,600.00
Total				\$3,600.00	\$0.00	\$3,600.00

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	T7Cert	2021 Taser 7 Certification Bundle	5	\$3,600.00	\$0.00	\$3,600.00
Total				\$3,600.00	\$0.00	\$3,600.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/27/2022





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Solid Waste Pickup Changing from Weekly to Bi-weekly or Two Pickups per Month

AGENDA DATE: November 8, 2022

DATE PREPARED: October 24, 2022

PREPARED BY: Bobby C. Elliott, P.E., Public Works Director, City Engineer

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: Currently, we offer Solid Waste pickup service weekly for the monthly fee of \$7.50 per customer. Due to escalating landfill costs, lack of adequate personnel, customer growth, and growing amounts of solid waste materials to be picked up in general, we are facing the need for either a rate increase or change the level of service from weekly to bi-weekly or two pickups per month.

BACKGROUND: Our solid waste pickup service has grown beyond our ability to get it all collected during normal routing as we currently have it. As this enterprise fund operates on the razor's edge financially, we need to add personnel to make the current routing work, and this will create the need for a rate increase.

Rather than go this direction, a bi-weekly or "two pickups per month" route system will allow us to keep the rates where they are but will cut pickup service in half. Currently, we are working on a complete re-route of the City taking into account all new growth that is in the development mill. There will be an "A" route and a "B" route set up where the pickup numbers will be evened out and will be less per day than we are currently trying to collect.

STAFF RECOMMENDATION: Staff recommendation is to proceed with the re-route and to give citizens a two-month notice when the new system will take effect when we get to that point. City Council will be notified when the route system is complete.

IMPACT:

MOTION: I move to approve the change in Solid Waste service from weekly to bi-weekly or two times per month. This change will become effective after the re-route is completed and a two-month notice is given to the citizens of Villa Rica.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Water System Tank Maintenance Agreement

AGENDA DATE: November 8, 2022

DATE PREPARED: October 24, 2022
PREPARED BY: John Bain

AMOUNT: \$ 45,000
GL ACCOUNT #: 505-4420-523820
FUNDING SOURCE: Water / Sewer Fund
BUDGETED ITEM? Yes

PURPOSE: To engage with Southern Corrosion for a maintenance agreement that will maintain and protect the Utility's water storage tanks.

BACKGROUND: As part of the states' inspection of the City's water system, a review of the City's service agreement is requested, as these agreements are a standard of the American Water Works Association (AWWA). AWWA standards are used in the operation and maintenance of water treatment facilities and drinking water systems, to include, treatment, storage, distribution and disinfection methods. The City's previous service agreement expired in 2019.

STAFF RECOMMENDATION: Staff requested pricing for service agreements for the performance of the tank maintenance program, with two vendors supplying pricing and agreements. Staff has reviewed these agreements, and staff recommends engaging with Southern Corrosion for the tank maintenance program. The City's previous service agreement was with Southern Corrosion.

Vendor	Approximate Annual Cost
Southern Corrosion	\$ 45,000
American Tank Maintenance	\$ 62,486

IMPACT: The scope of the agreement is to provide inspections and repairs of our four water storage tanks. These include tank washouts, interior and exterior inspections, recoating of tank interiors, and exterior painting as needed. Additional work can be provided upon request.

MOTION: I move we engage with Southern Corrosion for the maintenance of the City's water storage tanks, at an annual cost not to exceed \$ 45,000.00.



FULL-SERVICE WATER TANK MAINTENANCE PROGRAM OVERVIEW

CITY OF VILLA RICA, GA

**Prepared for:
John Bain, Utilities Director**

**HICKORY LEVEL TANK - 1.6MG CONCRETE GST
MIRROR LAKE TANK - 500,000 ELEVATED
VAN WERT CLEARWELL - 212,000 CONCRETE GST
CARROLLTON ROAD TANK - 420,000 BOLTED GST**

Mission Statement
"We will deliver Value, Quality and Professional Service to Our Customers"

OCTOBER 12, 2022



To **John Bain**,

American Tank Maintenance, LLC (ATM), is an **American owned company** that specializes in **Professional Service Water Storage Tank Asset Management and Maintenance Programs**. Our team of proven professionals is committed to providing world class customer service to our clients. In today's world, we know that you have multiple demands on your time and that you work diligently every day to provide your customers with safe clean drinking water. We know that one of the more valuable assets in this effort is the water storage tank. American Tank Maintenance will deliver peace of mind that your water storage tanks are safe, secure, clean, aesthetically pleasing and structurally sound. American Tank Maintenance specializes in Water Tank Maintenance Professional Services and long-term Preventative Maintenance Programs.

Our **executive team members were the pioneers in the management and maintenance of potable water storage tanks** across the United States. Our management team has a combined **200 years of experience in the industry and currently manages over 1000 water tanks in the Southeast**. We are dedicated to building long term relationships with our customers. **Our focus is on you, the customer.**

American Tank Maintenance is a great company with a proven management team that has consistently created customer value. We endeavor to **provide integrity, professionalism, quality workmanship and outstanding customer service**.

We will do everything possible to earn and justify your trust. We look forward to a future working relationship with you.

Very Respectfully,

A handwritten signature in black ink, appearing to read "Mark Hughes".

Regional Director/Partner
American Tank Maintenance
478-919-7842
mhughes@americantankmaintenance.com



Senior Team Members / Resumes / Qualifications / Experience

Mike Lewis – President – American Tank Maintenance LLC



Experience:

17 Years – Water Tank Maintenance Industry

2 Years – Waste Water Fabrication & Maintenance Industry

12 Years – Financial Officer

For the past 16 years Mike has held senior executive management positions in the water and wastewater industry. He led the efforts to expand the water tank maintenance concept nationwide

during this time while also creating a similar model for wastewater. Mike has been directly responsible for conducting and approving condition assessments of thousands of water storage tanks.

Chris Boyd – Executive Vice President/Operations – American Tank Maintenance, LLC



Experience:

14 years –Water Tank Maintenance Industry

21 years – Executive - Mining Industry

Chris has spent the past 33 years of his professional career managing businesses devoted to exemplary efficient production and providing superior customer service. His common sense approach and engineering background provides American Tank Maintenance with a foundation for operations excellence.



Sheldon Shelton – Executive Vice President/Sales – American Tank Maintenance, LLC



Experience:

25 Years – Water Tank Maintenance Industry.

1 Year – Coatings Industry

Sheldon grew up in the water tank business as his grandfather and father were pioneers in the water tank maintenance program industry. His experience ranges from a helper on a washout crew to senior executive positions. Sheldon has performed condition assessments on thousands of tanks during his lifetime. He is a member of **NACE (#49062)**.

Massie Hughes - Regional Sales Director/Partner – American Tank Maintenance, LLC



Experience:

15 Years – Water Tank Maintenance Industry

20 Years – United States Navy – Helicopter Pilot, Operations Officer, Executive Manager

After serving his Country, Massie retired from the Navy and began a second career in the water tank industry. He has held various positions ranging from a Water System Consultant and National Training Director to Regional Vice President.



Michael Szabo - Regional Sales Director/Partner – American Tank Maintenance, LLC



Experience:

22 Years – Water Tank Maintenance Industry
14 Years – U.S. Army

Michael is the consummate professional and has 20 years of experience in the industry providing superior service to his customer base in Alabama and the Florida Panhandle. Prior to entering the industry Michael served his country for 14 years in the Army. He is a combat vet of Panama, Desert Shield and Desert Storm. Michael has transferred this selfless dedication for others into his professional career. He is a member of the Alabama and Florida Rural Water Associations and is dedicated to providing high value tank maintenance solutions to his service area.

Charles Belcher - Regional Sales Director/Partner – American Tank Maintenance, LLC



Experience:

43 Years – Water Tank Maintenance Industry

Charles has been a member of Georgia Rural Water since its inception in 1979. He was part of the team that developed and promoted the first water tank maintenance program services in the nation. His experience and reputation is unquestioned in the industry.



Doug Byrd – Manager Field Operations – American Tank Maintenance, LLC



Experience:

33 Years – Field Operation – Water Tank Maintenance Industry

Doug has dedicated his professional career in field operations for the water tank industry. Doug has performed condition assessments on thousands of water tanks. His extensive experience is unparalleled in coating & logo application, repairs and inspections. He is a member of **NACE (#17409)**.

Billy Wiggins, P.E. – Engineer – American Tank Maintenance, LLC



Experience:

20 years – Engineer

Billy has over 20 years of experience as a P.E. He holds US Patents. Billy provides all engineering analysis and oversight for the company.



Gene Holder - Regional Operations Director – American Tank Maintenance, LLC



Experience:

34 Years – Water Tank Maintenance Industry

Gene's 31 years of experience in water tank maintenance has provided him with a wealth of knowledge and skills including paint, repair, inspection, and project management. His years of work in the tank industry has allowed him to form great long term relationships with city engineers, mayors, water department superintendents, and managers. These connections have been preserved by his philosophy that anything worth doing, is worth doing right-the first time. Gene is a NACE Certified Coatings Inspector – Level 3 (#27247). Gene believes that customer satisfaction is key. He goes to great lengths to maintain his many customer relationships and looks forward to developing many new ones.



American Tank Maintenance – Headquarters

American Tank Maintenance's office staff works from its headquarters in Warthen, Georgia. We renovated a turn of the century railroad depot and put it back in use.





American Tank Maintenance's Professional Service Asset Management Program for Water Storage Tanks

FULL SERVICE MAINTENANCE PROGRAM SUMMARY OF COVERAGE

The Maintenance Program implemented by **AMERICAN TANK MAINTENANCE** includes an annual visual inspection evaluation and a biennial (once every two (2) years) washout, inspection and disinfection. These detailed inspection reports will determine the internal and external coating, structural conditions and serviceability of the tank(s) and associated parts. Following inspection, if any corrosion is present, coating maintenance will be performed to keep the tank corrosion free. All inspections will determine needs and the time for future major painting projects.

- **American Tank Maintenance assumes ALL RISK and LIABILITY for Maintenance of Tanks**
- **Comprehensive tank maintenance** from the agreement origination date.
- **Professional Service Company who will properly maintain your water storage tanks**
- **SIGNIFICANT SHORT TERM AND LONG TERM COST SAVINGS**
- **COST SAVINGS OVER \$215,708 over next 12 years**
- **Short and Long Term Pro-Active Tank maintenance.** Tank serviceability.
- **Renovation Cost SPREAD OVER 9 YEARS (No Cost or Fees to spread)**
- **ANNUAL FEES FIXED for 12 years- INFLATION CAPPED at 4% (compared to 5-8%)**
- **PROTECTED AGAINST FUTURE PRICE INCREASES FOR FUTURE MAJOR RENOVATIONS**
- **NO RISK for Customer, Can Cancel anytime and only owe for work completed**
- **Annual visual inspection** with detailed report and photographs of current condition.
- **Biennial washout, interior touch up, disinfection and inspection** of the tank with detailed report and photographs documenting the current condition.
- **Future Tank exterior cleaning, painting,** protective coating maintenance and repairs necessary to keep the tank serviceable, corrosion free and looking nice.
- **Future Tank interior cleaning, painting,** protective coating maintenance, disinfection and necessary repairs to assure that the tank is serviceable, sound, corrosion free and watertight.
- **Emergency service** needed under the terms of the contract.
- Coverage for any **acts of vandalism to the tank.** Furnish and install a lockable ladder gate climb prevention shield
- Coverage for **normal deterioration, future repairs, steel replacement,** steel parts, expansion joints, water level indicators, sway rods, manhole covers and gaskets, and all other tank and tower components.



MAINTENANCE PROGRAM (TANK INSPECTION SCHEDULE)

Under ATM's Full-Service Maintenance Program, each tank is inspected yearly in accordance with various State guidelines. There are two [2] types of inspections. Each time, scheduled inspections are conducted, a report outlining the tank's condition and describing the inspection is submitted to the tank owner. Any repairs identified during the inspection are noted and scheduled for correction.

- Visual Engineering Inspections
- Washout Inspections

VISUAL ENGINEERING INSPECTIONS

This inspection is conducted by an experienced tank inspector and the photos and report are prepared by a qualified NACE certified tank engineer. The inspection is to determine:

- The condition of the exterior and interior coatings
- That the tank is in compliance with all safety and sanitary regulations
- That the tank's structural integrity is intact
- Repairs/touchups which may be needed

WASHOUT INSPECTIONS

The biennial washout inspection is conducted by a company service crew and requires that the tank be fully drained. The crew removes any sediment/sludge that has collected in the storage tank and pressure-washes accessible areas. Once the tank has been cleaned, any needed repairs/touch-ups are made. Then photographs documenting the condition of the interior are taken. The final stage of the process is to replace the man-way gasket and to disinfect the interior per AWWA Spray Method #2. The tank is now ready to be put back into service. A report of the findings and photographs is given to the tank owner. This report can be used as documentation for the conditions of the tank and proof of compliance for the various State agencies. During the washout/inspection, any needed repairs or touch-ups due to vandalism or normal deterioration will be completed. If the repairs can't be made at this time, the corrections will be scheduled and completed as soon as possible.



REPAIRS

Items of repair that are identified during routine maintenance inspections are scheduled based upon priority. Should the tank owner experience a needed repair in the interim, the owner can contact your account manager and the repair will be scheduled. Routine maintenance repairs will be scheduled as quickly as possible. Crucial or emergency repairs are scheduled at once. Offensive graffiti is treated as an emergency repair and is attended to at once.

WHY PARTNER WITH AMERICAN TANK MAINTENANCE?

- **AMERICAN OWNED -Professional Service company Focused on Water Tank Maintenance only**
- Establish and Maintain Long Term Relationship with Customers
- **Renovation Costs SPREAD 9 years – Fees fixed 12 Years – Inflation capped**
- Significant Short Term and Long Term **COST SAVINGS**
- **Long Term Savings over \$215,708 over 12 years on 4 tanks**
- No Engineering fees – Savings of over \$52,000
- Outstanding Professional Service and Quality Work
- **Focused on Customer Service**
 - Yearly Account Review to discuss all completed and future work
 - **Massie Hughes, Account Manager, Available 24/7**
- American Tank Maintenance will Properly Manage and Maintain all tanks in a Timely and Professional manner.
- Over 1000 Tanks Maintained in the Southeast. **American Tank Maintenance has NEVER had a Maintenance Program Cancelled**



CITY OF VILLA RICA, GA
AMERICAN TANK MAINTENANCE "PROJECTED" SCHEDULE OF WORK AND FEES
FOR FULL SERVICE MAINTENANCE PROGRAM

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
HICKORY LEVEL TANK 1.6MG CONCRETE GST	Exterior Renovation & Repairs & Washout Inspection \$ 16,445	Visual Inspection Any needed Repairs Emergency Service \$ 16,445	Washout Inspection, Interior touch up, Repairs Emergency Service \$ 16,445	Visual Inspection Any needed Repairs Emergency Service \$ 16,445	Washout Inspection, Interior touch up, Repairs Emergency Service \$ 16,445	Visual Inspection Any needed Repairs Emergency Service \$ 16,445	Washout Inspection, Interior touch up, Repairs Emergency Service \$ 16,445	Visual Inspection Any needed Repairs Emergency Service \$ 16,445	Washout Inspection, Interior touch up, Repairs Emergency Service \$ 16,445	Exterior Renovation & Visual Inspection \$ 13,070
MIRROR LAKE TANK 500,000 ELEVATED	Visual Inspection Any needed Repairs Emergency Service \$ 38,961	Washout Inspection, Interior touch up, Repairs Emergency Service \$ 38,961	Visual Inspection Any needed Repairs Emergency Service \$ 38,961	Exterior & Interior Renovation \$ 38,961	Visual Inspection Any needed Repairs Emergency Service \$ 38,961	Washout Inspection, Interior touch up, Repairs Emergency Service \$ 38,961	Visual Inspection Any needed Repairs Emergency Service \$ 38,961	Washout Inspection, Interior touch up, Repairs Emergency Service \$ 38,961	Visual Inspection Any needed Repairs Emergency Service \$ 38,961	Washout Inspection, Interior touch up, Repairs Emergency Service \$ 25,405
VAN WERT CLEARWELL 212,000 CONCRETE GST CLEARWELL	Washout Inspection, Interior touch up, Repairs Emergency Service \$ 5,168	Visual Inspection Any needed Repairs Emergency Service \$ 5,168	Washout Inspection, Interior touch up, Repairs Emergency Service \$ 5,168	Visual Inspection Any needed Repairs Emergency Service \$ 5,168	Exterior Renovation & Washout Inspection \$ 5,168	Visual Inspection Any needed Repairs Emergency Service \$ 5,168	Washout Inspection, Interior touch up, Repairs Emergency Service \$ 5,168	Visual Inspection Any needed Repairs Emergency Service \$ 5,168	Washout Inspection, Interior touch up, Repairs Emergency Service \$ 5,168	Visual Inspection Any needed Repairs Emergency Service \$ 5,112
CARROLLTON ROAD TANK 420,000 BOLTED GST	Washout Inspection, Interior touch up, Repairs Emergency Service \$ 1,912	Visual Inspection Any needed Repairs Emergency Service \$ 1,912	Washout Inspection, Interior touch up, Repairs Emergency Service \$ 1,912	Visual Inspection Any needed Repairs Emergency Service \$ 1,912	Washout Inspection, Interior touch up, Repairs Emergency Service \$ 1,912	Visual Inspection Any needed Repairs Emergency Service \$ 1,912	Washout Inspection, Interior touch up, Repairs Emergency Service \$ 1,912	Visual Inspection Any needed Repairs Emergency Service \$ 1,912	Washout Inspection, Interior touch up, Repairs Emergency Service \$ 1,912	Visual Inspection Any needed Repairs Emergency Service \$ 2,266
TOTAL	\$ 62,486	\$ 62,486	\$ 62,486	\$ 62,486	\$ 62,486	\$ 62,486	\$ 62,486	\$ 62,486	\$ 62,486	\$ 45,853

American Tank Maintenance ASSUMES all RISK and LIABILITY for Maintenance of Tanks
RENOVATION COSTS SPREAD OVER 9 YEARS - (NO FEES or COST TO SPREAD)
ANNUAL FEES FIXED FOR 12 YEARS - INFLATION CAPPED

Annual visual inspection and biennial washout inspection

EMERGENCY SERVICE and REPAIRS, graffiti removal

Lifetime warranty on EXTERIOR and INTERIOR paint coatings as long as the tank is under a Maintenance Program

Future EXTERIOR and INTERIOR Renovations included

FULL SERVICE MAINTENANCE PROGRAM WILL SAVE CITY OF VILLA RICA OVER \$215,708 OVER 12 YEARS



American Tank Maintenance's Professional Service Maintenance Program: References (PARTIAL LIST)

Haralson County Water Auth, GA – 6 Tanks

City of Demorest, GA – 4 Tanks

Cleburne County, AL – 6 Tanks

City of Alto, GA – 3 Tanks

Walker County WSA, GA – 8 Tanks

City of Helen, GA – 4 tanks

City of Summerville, GA – 5 Tanks

Butts County, GA – 5 Tanks

Henry County, GA – 18 Tanks

City of Albany, GA – 11 Tanks

City of East Point, GA – 4 Tanks

City of Bainbridge, GA – 5 Tanks

Heard County, GA – 10 Tanks

City of Forsyth, GA – 4 Tanks

Town of Woodland, AL – 2 Tanks

Houston County, GA – 4 Tanks

Locust Grove, GA – 3 Tanks

Central Elmore, AL – 12 Tanks

City of Griffin, GA – 10 Tanks

Columbia County, GA – 10 Tanks

Stockbridge, GA – 4 Tanks

Jones County, GA – 7 Tanks

City of Braselton, GA – 6 Tanks

City of Social Circle, GA – 4 Tanks

Oconee County, GA – 5 Tanks

City of Cordele, GA – 5 Tanks

City of Danielsville, GA – 2 Tanks

City of Baxley, GA – 1 Tank

City of Hoschton, GA – 1 Tank

Schley County, GA – 2 Tanks

City of Lavonia, GA – 2 Tank

Guntersville, AL – 9 Tanks

City of Dahlonega, GA – 3 Tanks

Colbert County, AL – 7 Tanks

City of Cleveland, GA – 3 Tanks

Lawrenceburg Utilities, TN – 13 Tanks



WATER TANK MANAGEMENT Schedule

Date: TBD
Customer: City of Villa Rica, GA
Tanks: 500,000 Gallon Mirror Lake Elevated Water Tank
1,660,000 Gallon Hickory Ground Storage Tank
450,000 Gallon Carrolton Rd Ground Storage Tank
212,000 Gallon Plant Clearwell Ground Storage Tank

YEAR 1 - 2022

▶ **500,000 Gallon Mirror Lake Elevated Water Tank**
Visual inspection and repairs uncovered through inspection.

▶ **1,660,000 Gallon Hickory Ground Storage Tank**
Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

2. Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Apply two full finish coats of Acrylic paint to all exterior surfaces at 1.5 to 2.5 mils dry film thickness.

▶ **450,000 Gallon Carrolton Rd Ground Storage Tank**
Visual inspection and repairs uncovered through inspection.

▶ **212,000 Gallon Plant Clearwell Ground Storage Tank**
Visual inspection and repairs uncovered through inspection.

YEAR 2 - 2023

▶ **500,000 Gallon Mirror Lake Elevated Water Tank**
Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.



- ▶ **1,660,000 Gallon Hickory Ground Storage Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **450,000 Gallon Carrolton Rd Ground Storage Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **212,000 Gallon Plant Clearwell Ground Storage Tank**
Visual inspection and repairs uncovered through inspection.

YEAR 3 - 2024

- ▶ **500,000 Gallon Mirror Lake Elevated Water Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **1,660,000 Gallon Hickory Ground Storage Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **450,000 Gallon Carrolton Rd Ground Storage Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **212,000 Gallon Plant Clearwell Ground Storage Tank**
Visual inspection and repairs uncovered through inspection.
 - 1. Wash-out Interior:
 - a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
 - b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

YEAR 4 - 2025

- ▶ **500,000 Gallon Mirror Lake Elevated Water Tank**
Visual inspection and repairs uncovered through inspection.
 - 1. Repaint Exterior:
 - a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
 - b. Clean all rusted areas using scrapers, hand & power wire brushes in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.
 - c. Spot prime coat all bare metal surfaces using an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
 - d. Apply two full finish coats of Acrylic DTM paint to all exterior surfaces at 1.5 to 2.5 mils dry film thickness.
 - e. Reapply the tank sign as existing.
- ▶ **1,660,000 Gallon Hickory Ground Storage Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **450,000 Gallon Carrolton Rd Ground Storage Tank**
Visual inspection and repairs uncovered through inspection.



- ▶ **212,000 Gallon Plant Clearwell Ground Storage Tank**
Visual inspection and repairs uncovered through inspection.

YEAR 5 - 2026

- ▶ **500,000 Gallon Mirror Lake Elevated Water Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **1,660,000 Gallon Hickory Ground Storage Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **450,000 Gallon Carrolton Rd Ground Storage Tank**
Visual inspection and repairs uncovered through inspection.
 - 1. Wash-out Interior:
 - a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
 - b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.
- ▶ **212,000 Gallon Plant Clearwell Ground Storage Tank**
Visual inspection and repairs uncovered through inspection.

YEAR 6 - 2027

- ▶ **500,000 Gallon Mirror Lake Elevated Water Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **1,660,000 Gallon Hickory Ground Storage Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **450,000 Gallon Carrolton Rd Ground Storage Tank**
Visual inspection and repairs uncovered through inspection.
- ▶ **212,000 Gallon Plant Clearwell Ground Storage Tank**
Visual inspection and repairs uncovered through inspection.

YEAR 7 - 2028

- ▶ **500,000 Gallon Mirror Lake Elevated Water Tank**
Visual inspection and repairs uncovered through inspection.
 - 1. Repaint Interior:
 - a. Abrasive blast all rusted interior surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade. Abrasive blast all remaining interior surfaces in accordance with SSPC surface preparation method #7, brush blast.
 - b. Apply a full prime coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.



- c. Apply a "stripe coat" of epoxy to all weld seams and ladders, applied using paint brushes and rollers.
- d. Apply a full finish coat of epoxy that is NSF approved for contact with potable water to all interior surfaces at 4.0 to 6.0 mils dry film thickness.
- e. Sterilize interior using AWWA Disinfection Method #2, spray method.
- f. Test abrasive blast debris for the 8 RCRA heavy metals using the TCLP Method.
- g. Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.

▶ **1,660,000 Gallon Hickory Ground Storage Tank**

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

▶ **450,000 Gallon Carrolton Rd Ground Storage Tank**

Visual inspection and repairs uncovered through inspection.

▶ **212,000 Gallon Plant Clearwell Ground Storage Tank**

Visual inspection and repairs uncovered through inspection.

YEAR 8 - 2029

▶ **500,000 Gallon Mirror Lake Elevated Water Tank**

Visual inspection and repairs uncovered through inspection.

▶ **1,660,000 Gallon Hickory Ground Storage Tank**

Visual inspection and repairs uncovered through inspection.

▶ **450,000 Gallon Carrolton Rd Ground Storage Tank**

Visual inspection and repairs uncovered through inspection.

▶ **212,000 Gallon Plant Clearwell Ground Storage Tank**

Visual inspection and repairs uncovered through inspection.

1. Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Apply two full finish coats of Acrylic paint to all exterior surfaces at 1.5 to 2.5 mils dry film thickness.

YEAR 9 - 2030

▶ **500,000 Gallon Mirror Lake Elevated Water Tank**

Visual inspection and repairs uncovered through inspection.

▶ **1,660,000 Gallon Hickory Ground Storage Tank**

Visual inspection and repairs uncovered through inspection.

**2. Repaint Exterior:**

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Apply two full finish coats of Acrylic paint to all exterior surfaces at 1.5 to 2.5 mils dry film thickness.

▶ **450,000 Gallon Carrollton Rd Ground Storage Tank**

Visual inspection and repairs uncovered through inspection.

▶ **212,000 Gallon Plant Clearwell Ground Storage Tank**

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

YEAR 10 - 2031

▶ **500,000 Gallon Mirror Lake Elevated Water Tank**

Visual inspection and repairs uncovered through inspection.

▶ **1,660,000 Gallon Hickory Ground Storage Tank**

Visual inspection and repairs uncovered through inspection.

▶ **450,000 Gallon Carrollton Rd Ground Storage Tank**

Visual inspection and repairs uncovered through inspection.

1. Wash-out Interior:

- a. Wash-out tank interior to remove accumulated sediment. Clean interior floor surfaces and shell wall surfaces that can be reached from the floor using 4,000 psi pressure washers or higher.
- b. Sterilize the tank interior using AWWA Disinfection Method #2, spray method.

▶ **212,000 Gallon Plant Clearwell Ground Storage Tank**

Visual inspection and repairs uncovered through inspection.

At no time does the service include the complete abrasive blasting of the tank exteriors nor the pressure washing of any tank exteriors as a stand-alone maintenance item apart from being a surface preparation method for painting.

PRICING & TERMS

Necessary repair of any coatings or appurtenances noted during our inspections will be added to our service schedule at no additional cost. These necessary repairs include paint failed areas and areas of corrosion. If the coating is continuing to protect the steel from corrosion, paint repair is not necessary. The definition of paint failure does not include loss of gloss, color fading, mildew, discoloration, or any other defects that are aesthetic



Emergency service will apply during the entire period. We will guarantee a 24-hour response time. Corrective maintenance noted during our inspections will be added to our schedule at no added expense. Our annual premium for the entire ten years of the service is **BUDGET \$43,000.00-\$46,000**. These premium amounts are firm, and will not be adjusted due to price inflation.

Because the value of the work performed in the the early years of the service exceeds the value of the the annual premiums revcieved for those years, the following additional payments will be due should years two through ten be canceled:

If the 2nd Year of the service is cancelled, an additional payment of **\$TBD.00** will be due with the notice of cancellation.

If the 3rd Year of the service is cancelled, an additional payment of \$0.00 will be due with the notice of cancellation.

If the 4th Year of the service is cancelled, an additional payment of \$0.00 will be due with the notice of cancellation.

If the 5th Year of the service is cancelled, an additional payment of **\$TBD.00** will be due with the notice of cancellation.

If the 6th Year of the service is cancelled, an additional payment of \$0.00 will be due with the notice of cancellation.

If the 7th Year of the service is cancelled, an additional payment of \$0.00 will be due with the notice of cancellation.

If the 8th Year of the service is cancelled, an additional payment of **\$TBD.00** will be due with the notice of cancellation.

If the 9th Year of the service is cancelled, an additional payment of **\$TBD.00** will be due with the notice of cancellation.

If the 10th Year of the service is cancelled, an additional payment of **\$TBD.00** will be due with the notice of cancellation.

THIS PRICE IS FIRM FOR 30 DAYS.

Each year represents a 12-month period beginning with the effective date of the contract, rather than the actual calendar year. The Owner will be given the opportunity to schedule the yearly work at any time during the 12-month period that represents the contract term. The annual premium is due within 30 days of the contract date. Payment can be made monthly, quarterly, semi-annually, or annually.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT:	Lead and Copper Monitoring Rule Service Agreement
AGENDA DATE:	November 8, 2022
DATE PREPARED:	October 24, 2022
PREPARED BY:	John Bain
AMOUNT:	\$ 21,574.00
GL ACCOUNT #:	505-4420-522210
FUNDING SOURCE:	Water / Sewer Fund
BUDGETED ITEM?	Yes

PURPOSE: To engage with 120Water for development of the new Lead and Copper Monitoring Rule requirements.

BACKGROUND: The Environmental Protection Agency's (EPA) increased focus on lead and copper in drinking water systems has resulted in the new Lead and Copper Rule Improvements (LCRI), going into effect December 2021, with a compliance date of October 2024. The new requirements include a full, digital inventory of both publicly and privately owned water service lines, public surveying and reporting, and increased sampling/analysis requirements.

STAFF RECOMMENDATION: 120Water is a sole source full service provider of EPA required Lead and Copper Monitoring Rule requirements, with services that include cloud-based technology platforms, services, and testing programs that meet EPA requirements. Staff recommends engaging with 120Water for the development of the Lead and Copper Rule inventory, survey, and public notification requirements, at a first-year cost of \$ 21,574.00.

IMPACT: The completed project will provide a digital inventory of all public and private water service lines that will be used by City staff beyond the project timeline. The project will also include data collection from staff, predictive modeling, and ultimately the development of a Lead and Copper monitoring program specific to our Utility.

MOTION: I move we engage with 120Water for the development of the Lead and Copper monitoring requirements, at a first-year cost of \$ 21,574.00.



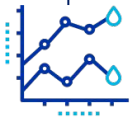
120Water™

Lead and Copper Rule Compliance

Foundation for achieving LCRR compliance



Service Line Inventory
Location-based



Action & Trigger Level
15 ppb vs 10 ppb



24-Hour Notice
Triggered Communication



Replacement
Sampling & Filters



"Find & Fix" Provision
Retest & Remediate



School & Childcare
Facility Sampling

Key Dates

December 16, 2021
LCRR Effective Date

October 16, 2024
LCRR Compliance Date

Prior to October 16, 2024
EPA Finalizing Lead and
Copper Rule Improvements
(LCRI)

Service Line Inventory

“Public Water Systems must develop a preliminary inventory of both **public and private** side service lines within 3 years of final rule publication, and use this preliminary inventory to **create a replacement plan** for known or possible lead service lines.”



How do I get started?

LCRR playbook for
distribution systems

Develop

1. Develop Preliminary Inventory
 - a. Gather, digitize, and clean existing SL data
 - b. Include inventory of schools & daycares
2. Create Customer Engagement Strategy

Verify

3. Verify Preliminary Inventory
 - a. Verification planning/prioritization
 - b. *Execute private-side* field projects
 - c. *Execute public-side* field projects
 - d. *Re-run Predictive Model*
 - e. Create Replacement Plan
4. Provide Public Transparency Dashboard

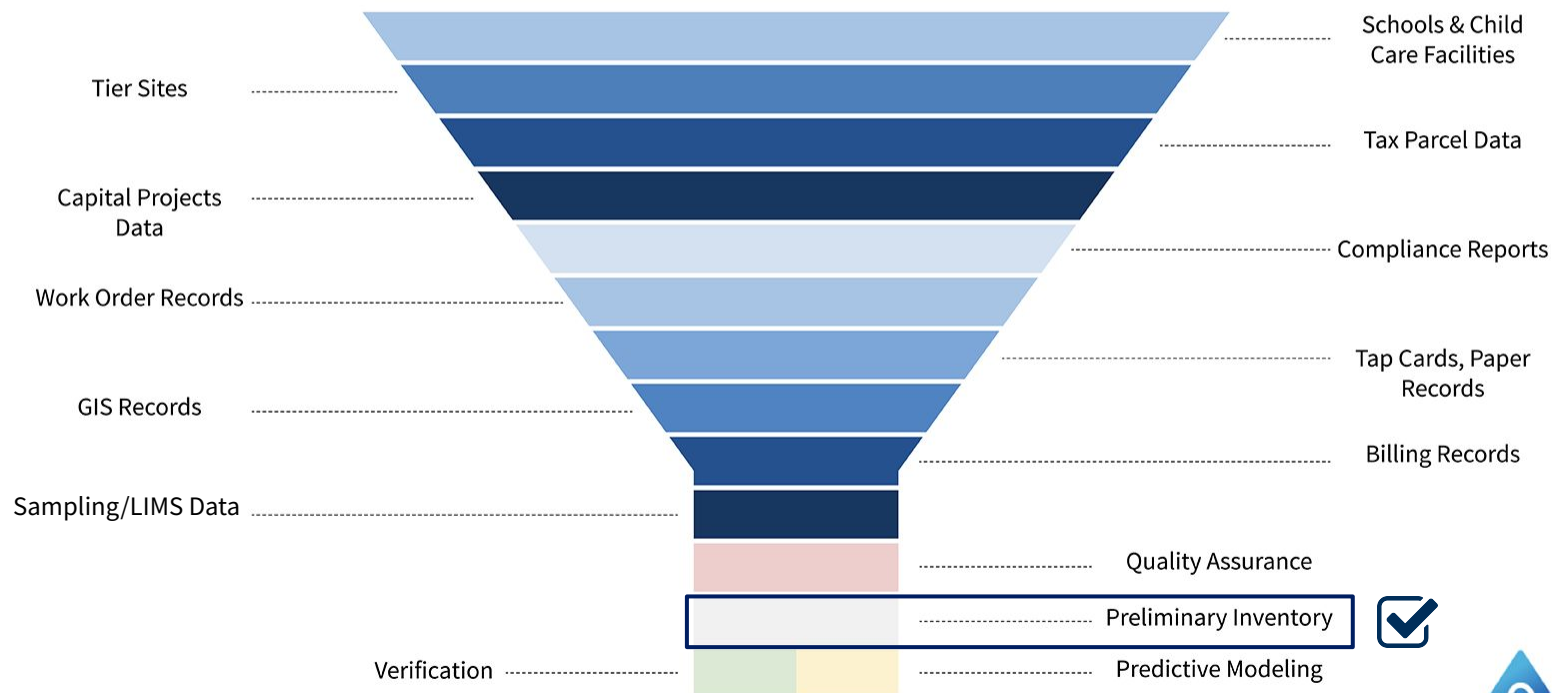
Replace, Sample, Report

5. Pitcher/Filter Program
6. Sampling
 - a. Replacement monitoring
 - b. 1st and 5th Liter Compliance Monitoring
7. Manage Schools & Daycares Sampling
8. Report (as necessary) to Primacy Agency

Preliminary Inventory Development

Develop

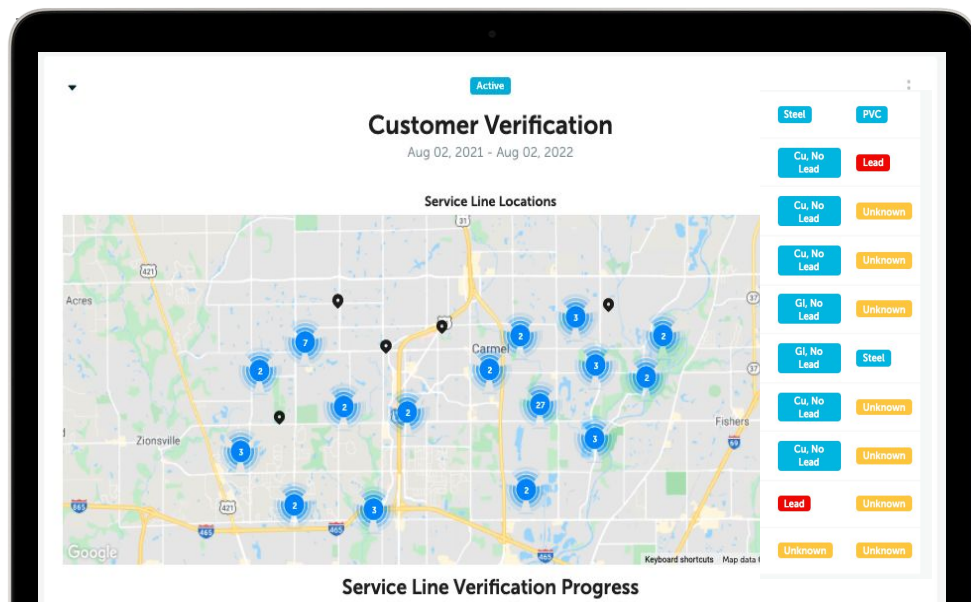
Create your inventory, regardless of starting place



Verification Workflow Management

Verify

Track every step of the verification process



Service Line: In Service Edit Details Delete

Verified Status: Verified Lead **Verified Date:** 07/07/2021

Public Line		Fittings		Private Line	
Material	Verification	Lead Fittings	Verification	Material	Verification
Cu, No Lead	Records	Unknown		Lead	Visual - Swab
Installed Date	Verified By	Verification		Installed Date	Verified By
03/04/1993	Roger M.	--		--	Tony R.
Verification Date	Removal Date	Verified By		Verification Date	Removal Date
05/12/2021	--	--		07/07/2021	--
Diameter (in)	Depth (in)	Verification Date		Diameter (in)	Depth (in)
--	--	--		--	--

Private-side Verification

Verify your *customer owned* inventory efficiently

Lead check swabs | Customer survey postcards

- Easy to use with clear instructions
- Customers digitally submit results in minutes
- Data is automatically imported into the software



Verify

Using Lead Check Swabs

Your local water utility is working hard to identify possible lead sources and we need your help!

These swabs are a quick and easy way to identify lead in your home's plumbing. As a participant in this assessment you were provided 2 swabs to apply to two locations in your home.

1. The Service Line
 2. Interior plumbing with solder
- REMEMBER: 1 Swab per location – DO NOT rub on more than one (1) location

Watch our video to learn how to find these! Visit 120water.com/lead-check or scan the QR code.



FOLLOW THESE THREE SIMPLE STEPS TO LOOK FOR

STEP 1: If available, use sandpaper to scrub the metal surface you want to test. Wipe the surface

STEP 2: Crush the swab on the A and B marks (See Figure 1). Turn the swab tip-side-down and

STEP 3: Gently squeeze the tube while lightly rubbing the surface you are testing (See Figure 2). Rub for 30 seconds. Swabs must be used within two minutes.

No Lead: If the tip remains **YELLOW**, verify your negative results by squeezing a drop onto the test confirmation card. (See Picture 1)

Lead Pipe: The tip will turn **PINK** or **RED** if lead is present. (See Picture 2)

Lead Solder: If you are testing lead solder, the tip may turn **PINK** or **RED** first, and turn **PURPLE**. This is caused by the presence of tin.



EXAMPLES: Image 1 depicts a lead-free certified bronze elbow. Image 2 depicts a lead solder joint. Lead check swabs confirmed expected results for both plumbing components.

PLEASE KEEP IN MIND:

- Swabs cannot be used to test water but you can use them on toys or ceramics if you do not have solder to test.
- Use one swab per surface and do not rub an individual swab on more than one metal

The letter contained in this kit will provide you with instructions and a link to report your findings.

Survey:

Street Address, Apt # (if applicable), City, State, and Zip Code where sample will be collected:

Customer Name: _____

Primary Phone: _____

Email Address: _____

LCR Participation:

- ☐ Yes, I would like to participate in the Lead and Copper Program.
- ☐ No, Please take me off the list at this time.

Structure Type (Check one)

- ☐ Single Family Home
- ☐ Multi Family Home (ex: Duplex, Apartment building)
- ☐ Other Buildings. Explain below: _____

Year of Construction (Check one)

- ☐ If exact year is known, enter: _____
- ☐ After 1988
- ☐ July 1986 – December 1988
- ☐ January 1983 - June 1986
- ☐ Before 1983
- ☐ Unknown

Plumbing (Check all that apply)

- ☐ Lead pipe
- ☐ Copper pipe without Lead Solder
- ☐ Copper pipe with Lead Solder
- ☐ Galvanized pipe
- ☐ Plastic pipe
- ☐ Original Plumbing has not been replaced
- ☐ Other. Explain below: _____

In-home Water Treatment Device (Check all that apply)

- ☐ None
- ☐ Water Softener
- ☐ Reverse Osmosis
- ☐ Whole house filter
- ☐ Filter at sink faucet
- ☐ Other. Explain below: _____

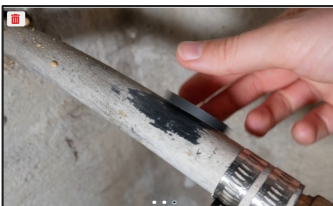
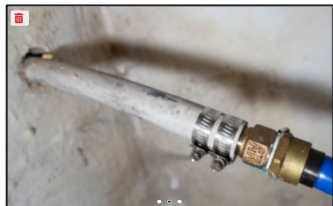


120Water™

120water.com

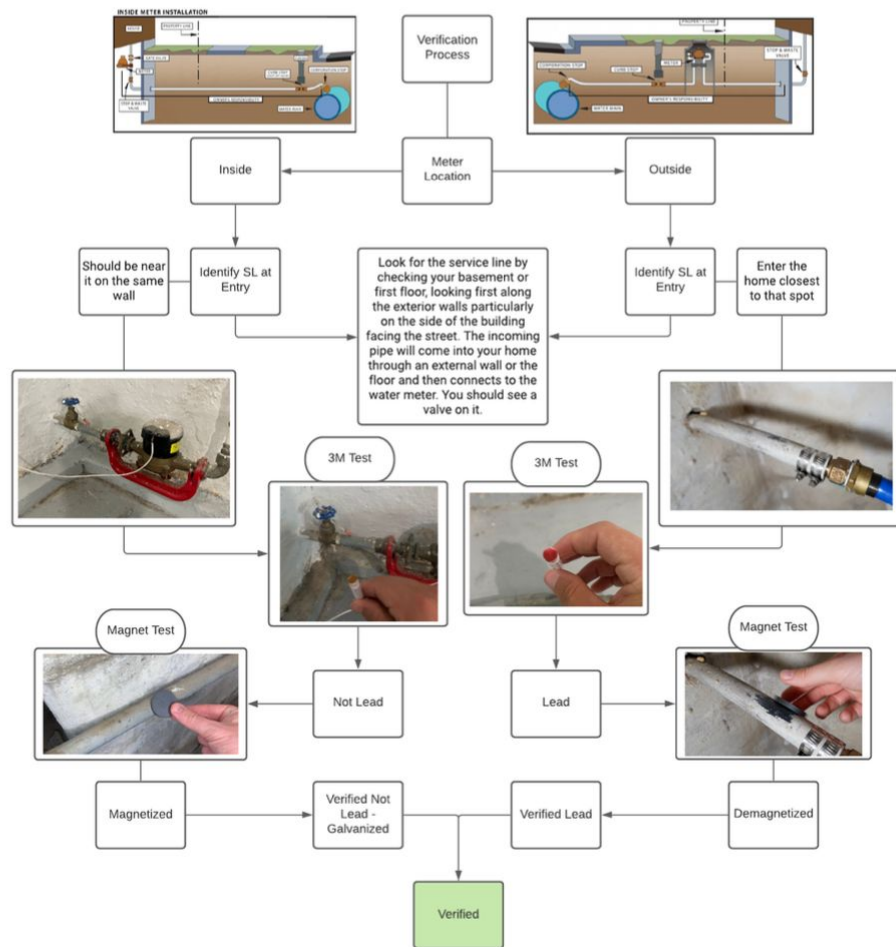
Verification Process

Verify



Private Line

Material	Verification
Lead	Visual - Swab
Installed Date	Verified By
--	Tony R.
Verification Date	Removal Date
07/07/2021	--
Diameter (in)	Depth (in)
--	--



Public-side Verification

Verify

Verify your *utility owned* inventory efficiently

- Simple software to use in the field
- Upload photos and notes
- Maintain real-time records and monitor activities for every location

Public Line

Material
Cu, No Lead

Verification
**Visual -
Excavation**

Installed Date
06/23/1988

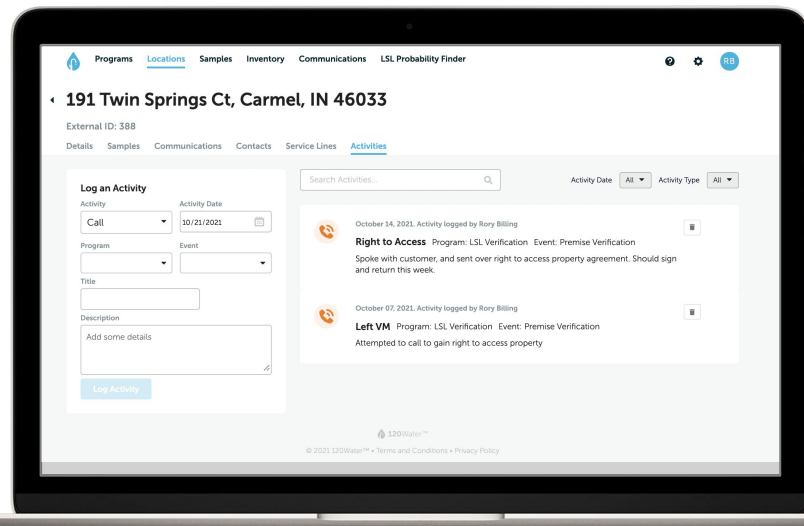
Verified By
Paul B.

Verification Date
--

Removal Date
--

Diameter (in)
--

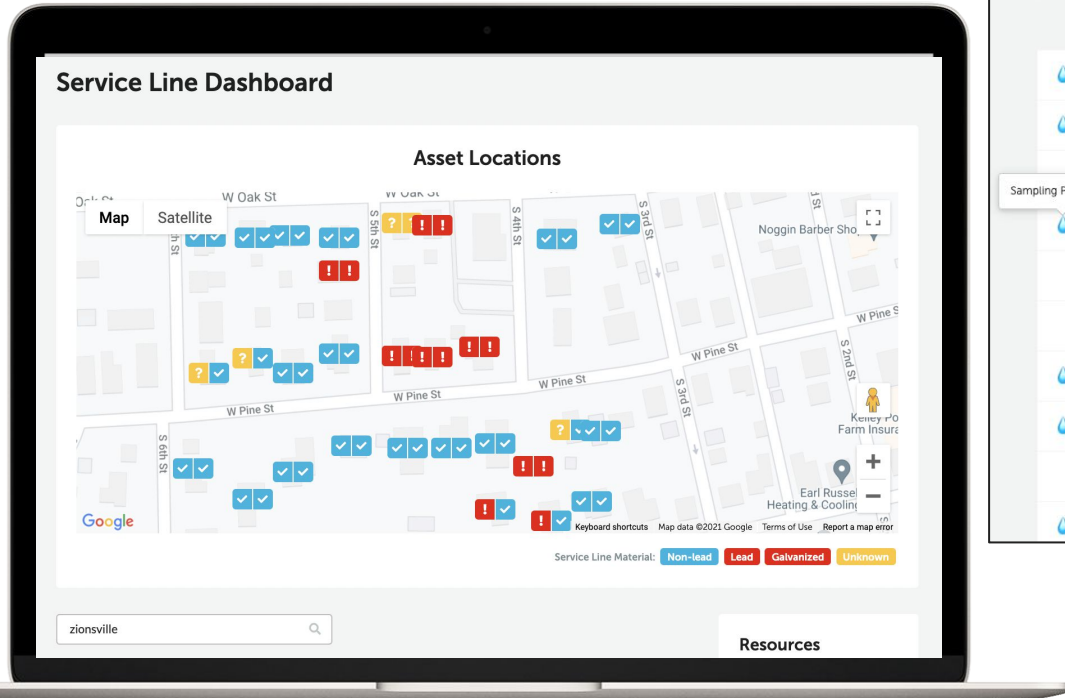
Depth (in)
--



Public Transparency Dashboard

Verify

Build trust and stay compliant with ease



Showing 10 of 31 Assets			
Address	Public / Private		Updated Date
151 Augusta Street, Pawnee, IN 62558	Non-lead	Non-lead	05/05/2021
25 Primrose St., Pawnee, IN 62558	Non-lead	Non-lead	05/05/2021
308 Levee Drive, Pawnee, IN 62558	Lead	Lead	05/05/2021
308 High Ridge Court, Pawnee, IN 62558	Non-lead	Unknown	05/05/2021
38 Edgefield Rd, Pawnee, IN 62558	Non-lead	Non-lead	05/05/2021
58 Lower River Dr., Pawnee, IN 62558	Non-lead	Lead	05/05/2021
60 Ridge St., Pawnee, IN 62558	Unknown	Unknown	05/05/2021
64 N. Mechanic Road, Pawnee, IN 62558	Non-lead	Non-lead	05/05/2021
64 Trenton St, Pawnee, IN 62558	Lead	Lead	05/05/2021
657 S. Blackburn Ave., Pawnee, IN 62558	Lead	Lead	05/05/2021

Tap Card Digitization

Develop

Evolve from Paper based records to a fully digital database using AI

FORM 14
JULY 11, 19

TAP ORDER

SERVICE NUMBER: 40394400
DATE: 6-5-19
NEW SERVICE: ☒ RILL SERVICE ☐ REPLACE SERVICE ☐
NEW SERVICE: 3/4" IN. TAP: 3/4" IN. COPPER PIPE
OLD SERVICE: 3/4" IN. TAP: 3/4" IN. PLASTIC PIPE
COMPANY OWNED: ☒ HOMEOWNED: ☐

LOCATION DATA

TOP OF: 8" IN. MAIN IS 4" FT. IN.
BELOW SURFACE AND: 11" FT. IN. OF
W/E. TOP LINE ON: SPURCE ST
TAP: 7" IN. FROM INTERSECTING
DISTANCE, TAP TO METER FIT: 30" FT. 9" IN.
DISTANCE, CURB TO CURB STOP: 30" FT. 9" IN.
LOCATION OF METER FIT: CURB STOP
LOCATION OF METER FIT: CURB STOP

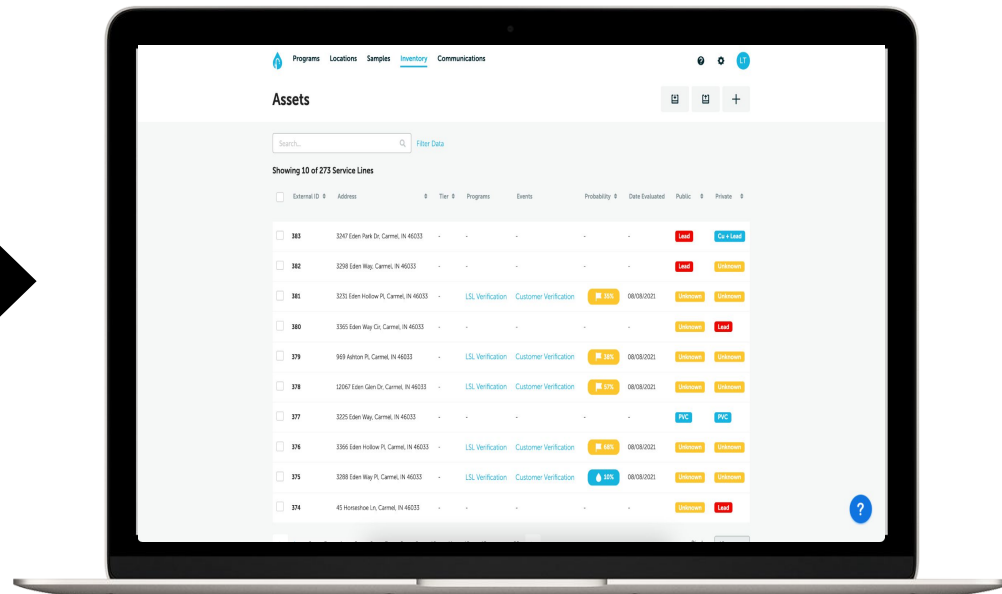
DIAGRAM

1" = 10' SCALE

COMPLETED DIAGRAM BY: [Signature]

WORK COMPLETED: 6-5-19
POSTED TO SERVICE RECORD BY: [Signature]
ENTERED ON STOCK REPORT FOR: [Signature]

COMPLETED DIAGRAM WITH CORRECT DISTANCES ON REVERSE SIDE





120Water

City of Villa Rica - GA

City of Villa Rica - GA

571 W. Bankhead Hwy.

-

Villa Rica, GA 30180

United States

Reference: 20221012-091602662

Quote created: October 12, 2022

Quote expires: January 10, 2023

Quote created by: Brenden Klenke

brenden.klenke@120water.com

Comments from Brenden Klenke

Contract Start Date: Time of Signature

Products & Services

Item Name & Description	Unit Price	Quantity	Term (months)
Pro - Public Water System Annual subscription PWS Pro package to manage programs and data. Unlimited users	\$8,140.00 / year	1	24
Professional Services (Assist) Discrete tappable specifics under each scope area (block of 20 hours)	\$2,500.00 / year	4	24

Item Name & Description	Unit Price	Quantity	Term (months)
Implementation Setup, Configuration and Guided Web Training of the 120Water Account	\$1,500.00	1	
4x8 undesigned Postcard printed double sided with postage Postcard sent outside the platform	\$1.75	2800	
Subtotals			
Annual subtotal			\$15,419.00 after \$2,721.00 discount
One-time subtotal			\$6,155.00 after \$245.00 discount
Total		\$21,574.00	

Purchase terms

Net 30 Billing

Invoice Terms:

Billing Street Address:

Billing City:

Billing State:

Billing Zip Code:

Billing Country:

Billing Notes (if applicable):

This Order Form, together with the Master Services Agreement available at <https://120water.com/master-services-agreement/> (the "MSA"), shall become a legally binding contract upon the earlier of (a) the date both parties execute the Order Form or (b) the date Customer initially began using the Services. Any capitalized word not otherwise defined in this Order Form shall have the same meaning as set forth in the MSA.

120Water may reject this Order Form if: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their end of the Term.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

Questions? Contact me



Brenden Klenke
brenden.klenke@120water.com

120Water
250 S Elm St
Zionsville, IN 46077
US



120Water
250 S. Elm Street
Zionsville, IN 46077
October 19th, 2022

To Whom It May Concern:

This letter is submitted by request from Villa Rica, GA, as confirmation that 120Water is the sole provider of an end-to-end Lead and Copper Compliance program solution.

The regulatory revisions to the Lead and Copper Rule, finalized in January 2021, have more than doubled the efforts required for Villa Rica, GA to comply with the updated Lead and Copper Rule, including increasing sampling requirements, requiring a digitized inventory, and automated public reporting.

120Water is a technical services company that helps state agencies, schools, and public water utilities plan, manage, and effectively communicate the results of water sampling programs. 120Water is the only company with a cloud-based technology platform and complementary services to manage the full life cycle of water testing programs at the point of use. 120Water is used to run the full lifecycle of drinking water voluntary and compliance programs, including Lead and Copper Rule, Lead Service Line Inventory, Lead Service Line Replacement, Facilities Sampling, Pitcher/Filter Distribution, and Wastewater Monitoring across 30 states.

120Water is the only organization that manages full outsourcing of lead & copper sampling programs today, including out of the box, ready to implement technology solutions to support adherence to all of the updated Lead and Copper Rule revision requirements.

Sincerely,

Sarah Young
Vice President of Sales
sarah@120water.com

Date: _____

ATTACHMENT A - DESCRIPTION OF PROJECT

PROJECT: City of Villa Rica North Plant Sludge Handling Modifications

LOCATION: North wastewater treatment plant

LEGAL DESCRIPTION: N/A

OWNER: City of Villa Rica

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

Addendum to current Agreement for engineering Services

The project is to remove and replace the existing sludge handling facility at the North Wastewater Plant. The new facility will accept sludge from the two clarifiers and will include a separate means of delivering the RAS and WAS as required in the process.

INITIALS OF SIGNATORIES:

PCG

For the ENGINEER

For the OWNER

DATE: 10-31-22

Date: _____

ATTACHMENT B - SCOPE OF SERVICES

The scope will include:

- Field investigation and old plan review to determine the horizontal and vertical location of the sludge piping
- Prepare concept options for sludge handling and review with City staff to determine the best option of achieving the goal
- Taking the input from the city, prepare design, plans and specifications for construction.
- Administer and coordinate the bid process to include recommendation of award.
- Construction administration and inspections

INFORMATION TO BE FURNISHED BY THE OWNER:

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

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

INITIALS OF SIGNATORIES:

POS
For the ENGINEER

For the OWNER

DATE: 10.31.22

Date: _____

ATTACHMENT C - COMPENSATION

1. METHOD OF COMPENSATION

Compensation shall be:

- | | |
|--|-------------------|
| 1. Field Investigation and plan review for base mapping | \$ 1,200.00 |
| 2. Preparation of concept options and meeting with staff | \$ 1,750.00 |
| 3. Design, Plan Preparation | \$ 9,000.00 |
| 4. Electrical Engineering (Place Holder) | \$ 2,500.00 |
| 5. Structural Engineering (Place holder) | \$ 6,500.00* |
| 6. Permitting, bidding and Award | \$ 800.00 |
| 7. Construction Administration and Inspections | 3% of Const. Cost |

* Structural required if facility includes poured in place facility that requires structural design. If precast no structural design required.

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

RATE SCHEDULE FOR PROFESSIONAL SERVICES

Principal Engineer (Registered)	\$185.00 per hour
Project Engineer	\$120.00 per hour
CAD Technician	\$70.00 per hour
Survey Crew	\$125.00 per hour
Construction Inspector	\$65.00 per hour
Clerical	\$45.00 per hour
Mileage	\$0.65 per mile

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

2. INVOICE PROCEDURE

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

INITIALS OF SIGNATORIES:

PCG
For the ENGINEER

For the OWNER

DATE: 10.31.22



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT:	North Plant Solids Handling Chamber Design
AGENDA DATE:	November 8, 2022
DATE PREPARED:	October 31, 2022
PREPARED BY:	John Bain
AMOUNT:	\$ 21,750.00
GL ACCOUNT #:	505-4115-521200
FUNDING SOURCE:	Water / Sewer Fund
BUDGETED ITEM?	Yes

PURPOSE: To engage with Paul Simonton Engineering for the design of the North Plant Solids Handling retrofit design

BACKGROUND: The North Plant uses a combination Return Activated Sludge (RAS) / Digester chamber for use in collecting solids for return to the treatment process or removal from the system to the digester, thickener, and belt press. The aged design and piping system reduces staff's ability to control flows to the treatment process or digester. The piping structure currently in place requires the use of pumps on both sides of the chamber to recycle the flow, and has minimal storage available for the dewatering process.

STAFF RECOMMENDATION: Staff recommends engaging with Paul Simonton for the design of a new structure with appropriate storage and pumping capacities that will optimize operations and improve the reliability of the process. The estimated design cost is \$ 21,750, and includes field investigation, concept options, design and plan preparation, permitting, bidding and contract award.

IMPACT: The new solids handling unit will allow staff to appropriately recycle and/or remove solids from the treatment process as required. This project will also allow for the removal of one of the original plant structures and piping, now in its 46th year of use.

MOTION: I move we engage with Simonton Engineering for the design of a replacement solids handling chamber, at a cost of \$ 21,750.00.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approve New City Clerk
AGENDA DATE: 11-8-2022

DATE PREPARED: 10-28-2022
PREPARED BY: Sarah Andrews

PURPOSE: To approve the new City Clerk, Theresa Campbell.

BACKGROUND:

Theresa Campbell was hired as a receptionist March 22, 2019. She came with previous government experience as well as experience at a law firm. She was moved into the Assistant Clerk position October 1, 2020. Since then, she has completed her Clerk Certification through Carl Vinson.

At the October 4, 2022 meeting, a reorganization was presented to Mayor & Council during Executive Session. One of the components was to move Theresa into the City Clerk position.

STAFF RECOMMENDATION: Approval.

MOTION: I move to approve Theresa Campbell as the new City Clerk, effective October 17, 2022.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Increase Purchasing Authority
AGENDA DATE: 11-8-2022

DATE PREPARED: 10-27-2022
PREPARED BY: Sarah Andrews

PURPOSE: To approve an increase to the purchasing authority for select positions.

BACKGROUND:

Currently, Purchasing Authority is as follows:

\$0 - \$2,500:	Department Heads
\$2,501 - \$10,000:	City Manager
\$10,001 and up:	City Council

These parameters were established in 2015. The City's budget and City's staff have grown since that time so we are recommending an amendment to those parameters.

STAFF RECOMMENDATION: To amend Purchasing Authority as follows:

- Increase Utilities Director from \$2,500 to \$5,000.
 - (All other department heads remain at \$2,500.)
- Establish the Deputy City Manager's authority at \$10,000.
 - (One caveat is that for the departments that the Deputy acts as Department Head, authority is limited to \$2,500.)
- Increase City Manager's authority from \$10,000 to \$25,000.

MOTION: I move to increase the purchasing authority of the City Manager to \$25,000, the Utilities Director to \$5,000, and to establish the purchase authority of the Deputy City Manager at \$10,000.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approve Agreement with CSRA Probation Services, Inc.
AGENDA DATE: 11-8-2022

DATE PREPARED: 10-27-2022
PREPARED BY: Sarah Andrews

AMOUNT: Varies
GL ACCOUNT #: 100-351100
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes

PURPOSE: To approve a 12-month agreement with CSRA Probation Services, Inc. effective December 1, 2022.

BACKGROUND:

We have used Intertech Probation Services for many years, but now the owner, Tommy Payne, is selling the business to CSRA Probation Services, Inc. CSRA Probation Services, Inc. has proposed a 12-month agreement, starting December 1, 2022, to keep our services going.

CSRA Probation Services, Inc. was founded in 1997 in Thompson, Georgia. They have over 30 offices serving over 150 courts. They use automated appointment reminders via text and have a Supervision Smartphone App that allows clients to report and pay from their phones.

STAFF RECOMMENDATION: To move forward with CSRA for a year and see how the we like their service.

MOTION: I move to approve a 12-month agreement with CSRA Probation Services, Inc. effective December 1, 2022.

CONTRACT FOR PROBATION SUPERVISION SERVICES

Pursuant to O.C.G.A. 42-8-101(a)(1), the City of Villa Rica, Georgia (hereinafter referred to as the "City"), the Municipal Court of Villa Rica, Georgia (hereinafter referred to as "Court"), and CSRA Probation Services, Inc. (hereinafter referred to as the "Contractor") do hereby agree and contract that:

1. SCOPE OF SERVICES

The Contractor shall provide the following probation services and programs for the Municipal Court of Villa Rica, Georgia to-wit:

- A. Comply with the uniform contract standards (O.C.G.A. 42-8-107) and all standards and qualifications as set forth by the Misdemeanor Probation Oversight Unit.
- B. Staff Qualifications for probation officers will meet or exceed uniform professional standards set forth in O.C.G.A. 42-8-107. Staff qualifications for administrative, intern, or volunteer staff will meet or exceed the requirements set forth in Department of Community Supervision Board Rule 105-2-.09.
- C. Criminal records checks will be completed on all staff as set forth in O.C.G.A. 35-3-34.
- D. All newly hired probation officers will receive a 40-hour initial orientation and all probation officers will receive 20 hours of annual in-service continuing education. (Probation/Parole officers who have previously completed a basic course of training certified by the Georgia Peace Officers Standards and Training Council or private probation officers employed by a private probation company for at least six months as of July 1, 1996, are exempt from the 40-hour initial orientation). All newly hired administrative employees, agents, interns, or volunteers will complete a 16-hour initial orientation program within 6 months of appointment and 8 hours of annual in-service continuing education training program.
- E. Maintain individual files for each offender participating in the Contractor's programs. The files will be maintained in a secured area, in a locked file cabinet or safe.
- F. Provide timely and prompt reports as are, or may be, required by the Court during the period of the contract, which include but are not limited to statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services.
- G. Make fiscal and program records available within ten (10) working days for review of procedures and the maintaining of financial records reflective of good business practices.
- H. Bill the offender for program services provided on such forms and in such a manner to conform to acceptable business practices. The accuracy of billing is to be confirmed by providing a copy of the services and attending costs to the offender. Current program services/costs are outlined in Exhibit A, Cost/Fee Schedule.
- I. Submit monthly reports to the Court and City on the amount of Court fines, costs and restitution Court ordered and collected from the Offender. The report include

the services provided, the total dollar amount applied to Court ordered fines, restitution, and other conviction-related costs. The monthly reports shall be provided to the Court and City by the tenth (10th) day of the following month.

- J. Tender all Court fines, costs and restitution ordered and collected during the month from the offender to the City by the 10th day of the following month. Collect and tender all GCVEF payments to the City as mandated by law.
- K. Comply with all laws regarding the confidentiality of offender's records.
- L. Not attempt to profit from any fines, restitution, or court costs collected from the offenders.
- M. Collect all fines, costs, and restitution as sentenced and the amount is to be paid at a date later than the date of sentencing provided the Court orders the amount to be collected by CSRA Probation Services, Inc. A probation fee of \$40.00 per month may be assessed against the offender, to be collected by CSRA Probation Services, Inc. for each month of probation until that case expires or is terminated. Payment of said fees shall conform with O.C.G.A. 42-8-103 (pay-only probation) which states that fees shall be capped at three (3) months of ordinary fees unless other named statutory circumstances exist.
- N. Provide an ongoing monitoring program that accounts for activities of offenders serving their sentence and provide delinquency reports to the Court advising of violations and proceed with revocation procedures based on the direction of the Court.
- O. Indigent offenders may apply to be exempted from paying a supervision fee if the offender claims that such fee will cause unreasonable or undue hardship. The exempting authority shall be the sentencing Judge based on the ability to pay per O.C.G.A. 42-8-102.
- P. Shall maintain bonding levels and insurance as required by law, to include a surety/fidelity bond in the amount of not less than one hundred thousand dollars (\$100,000.00) as security for the satisfactory performance of the Contract and provide general liability insurance coverage in the amount of not less than one million dollars (\$1,000,000.00).
- Q. Caseload Levels: actively supervised caseloads will not exceed 300 per probation officer. All probationers are required to report in person a minimum of once per month with exceptions being per Court order, out of state, or out of area with the Court's approval. Out-of-area reporting shall report by telephone, Smartphone App, online or written report a minimum of once per month.
- R. Violations of Probation shall be reported to the Court by Delinquency Report, Warrant, or as designated by the Court and shall be handled in a manner as directed by the Court.
- S. Consecutive cases: Per O.C.G.A. 42-8-103.1(b), each case will be reviewed after twelve (12) consecutive months of probation as required by statute, and every four (4) months thereafter for the possibility of early termination recommendation.
- T. Contractor shall provide supervision of Pretrial Diversion cases at direction of the Court and/or Prosecutor.

2. CONTRACT TERMS

The Court shall designate CSRA Probation Services, Inc. as the exclusive private entity to coordinate and provide direct probation and program services to misdemeanor offenders sentenced under the jurisdiction of the Court during the term of this Agreement. The provisions enumerated in this Contract shall be deemed valid in so far as they do not violate any county, state, or federal laws.

This agreement shall be binding on the parties hereto for a period of one year commencing on _____ and shall expire on _____.

Notwithstanding the date of the expiration of the Contract, this Contract shall automatically renew under the same terms and conditions as provided for herein unless written notice by certified mail (return receipt requested) to the contrary is directed to the other party thirty (30) days prior to the date of expiration. This agreement is limited to a maximum of four (4) annual extensions and will expire on December 31, 2027.

The Court may terminate this agreement if CSRA Probation Services, Inc. becomes insolvent or files for protection under any chapter of the U.S. Bankruptcy Code. Either party may terminate this contract for default by giving the other party written notice by certified mail (return receipt requested) thereof, specifying each particular default. If the party in fault fails to cure or take reasonable steps to cure the default within thirty (30) days after receipt of notice, the other party may declare the Contract terminated effective upon receipt of notice thereof.

Neither the Court nor the Governing Authority shall be liable to CSRA Probation Services nor to anyone who may claim a right resulting from any relationship with CSRA Probation Services, for any acts of CSRA Probation Services, its employees, agents or participants in the performance of services. CSRA Probation Services shall indemnify and hold harmless the Court and Governing Authority, from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and court costs) and any causes of action arising from any acts or omissions arising out of or in connection with the services performed by CSRA Probation Services or its employees and agents under the terms of this Agreement.

No amendment or modification to this Contract or any waiver of any provision hereof shall be effective unless made in writing and signed by all parties hereto.

All notices under the Agreement will be in writing and will be delivered by personal service, facsimile or certified mail postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant party, which initially shall be the address set forth below:

Court
571 W. Bankhead Hwy.
Villa Rica, GA 30180

CSRA Probation Services, Inc.
802D Oakhurst Dr.
Evans, GA 30809

IN WITNESS THEREOF, the parties hereto have executed this contract on this the _____ day
of _____, 20____.

ATTEST:

BY: _____
_____, Mayor
City of _____, Georgia

BY: _____
Honorable _____
Judge, Municipal Court of _____

BY: _____
Ginny D. Kent
Chief Executive Officer
CSRA Probation Services, Inc.

EXHIBIT A
COST AND FEE SCHEDULE

STANDARD MONITORING SERVICES

SERVICE	RATE
Probation Supervision Fee	\$40/month
Pretrial Diversion Supervision Fee	\$40/month
Drug Testing	\$20/test
Lab Confirmation	\$25/confirmation
Electronic Monitoring RF	\$25 install fee, \$8/day
Electronic Monitoring - GPS Active	\$25 install fee, \$8/day
Alcohol Monitoring – Random	\$5 (combined w/ RF)
Alcohol Monitoring – Continuous (SCRAM)	\$25 install fee, \$8/day
Bond Supervision Fee	\$40/month
Accountability Court Supervision Fee	\$40/month

GROUP PROGRAM / EDUCATIONAL SERVICES

SERVICE	RATE
ACCI Offender Education Workbook Course	\$60/course



CSRA PROBATION SERVICES, INC.

COMPANY INTRODUCTION

**Presented by:
CSRA PROBATION SERVICES, INC.
802-D Oakhurst Drive
Evans, Georgia 30809
706.210.7071
www.csraprobation.com**

INTRODUCTION

CSRA Probation Services, Inc. is a Georgia based corporation providing comprehensive court services to individuals on misdemeanor probation or in special supervision programs. We were founded in 1997 in Thomson, Georgia with one office and two employees. We are now the largest misdemeanor probation company in Georgia with over 30 offices serving over 150 courts.

CSRA Probation Services, Inc. has demonstrated a “standard of excellence” in the field of court services. We have developed many innovative programs in order to facilitate success for those we supervise. We use automated appointment reminders via text, we have a Supervision Smartphone App that allows clients to report and pay from their smartphone, we have a website reporting option. Additionally, we have a Client Services website devoted to assisting clients that have questions and to provide resources for their needs.

CSRA Probation Services, Inc. has been recognized as an exceptional company providing superior services in an ethical and fair manner. We have been featured in U.S. News and Business Report along with many other publications. We are often called on to provide consulting advice to probation companies in Georgia and from around the country.

At CSRA Probation Services, Inc. we strive to provide more than just supervision for our clients. We strive to make a difference in the lives of those we supervise. Through our company philosophy, our resources and our vast experience, we are able to fulfil our company mission of **“Helping People Succeed.”**

CSRA Innovative Programs and Solutions

It has been our experience that providing a complete probation supervision program leads to a high level of success, thereby resulting in a reduced strain on the judicial system including the courts and local jail. CSRA utilizes every option available to provide the probationer with every opportunity to successfully complete their probation sentence. We provide service to our courts that is professional, efficient, and, most importantly, accountable.

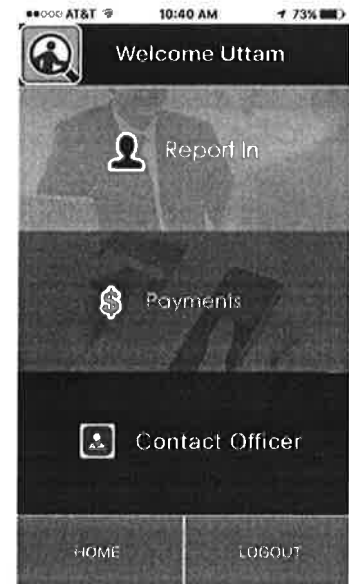
CSRA Technology

CSRA understands the importance of utilizing technology to benefit our courts and probationers. Some of the technology we use, or we are developing is listed below:

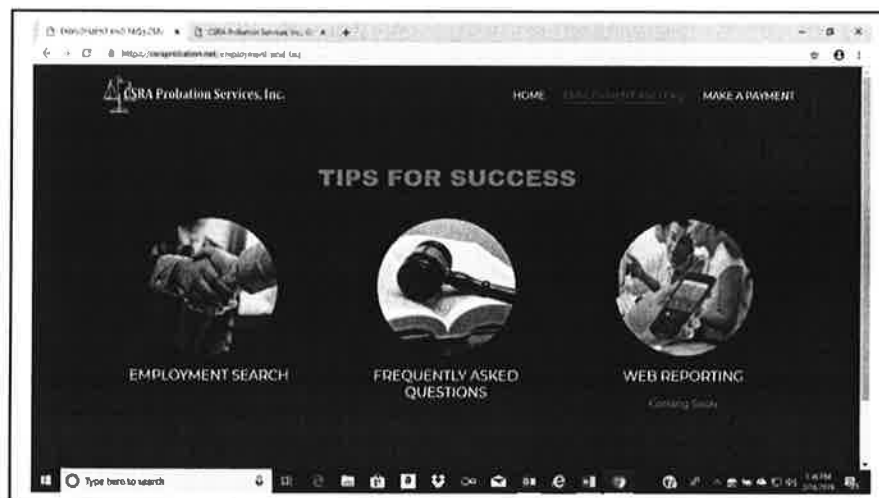
- Correction Software Solutions (CSS) is our nationally recognized probation case management software.
- Online and Call Center Payment Options.
- Automated appointment reminders via text to probationer’s cell phone.

- SuperVision Smartphone App that allows offenders to report-in to their supervising officers via the App.

CSRA provides a unique SuperVision SmartPhone App that allows offenders to actually report-in to their supervising officers via the App. Along with additional features such as remote payment capability, our Supervision App allows agencies to focus valuable time and resources on those offenders that most need special attention. It makes reporting more convenient for the offender while increasing the chances of successful supervision. The SmartPhone App payment solution allows supervising officers to have more time to focus on the real job of providing actual supervision and not being a collection agent. It gives the offender more payment options as well as demands less of their time, which in turn creates an atmosphere conducive to a successful supervisory outcome.

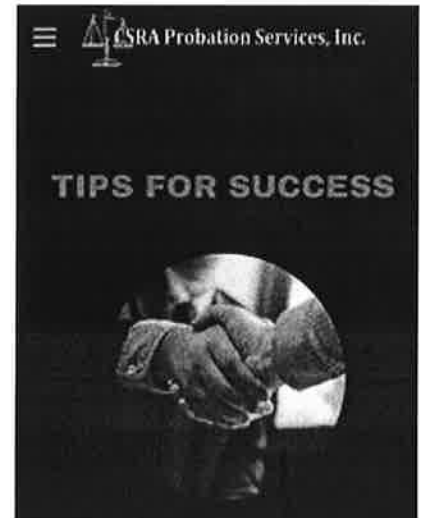
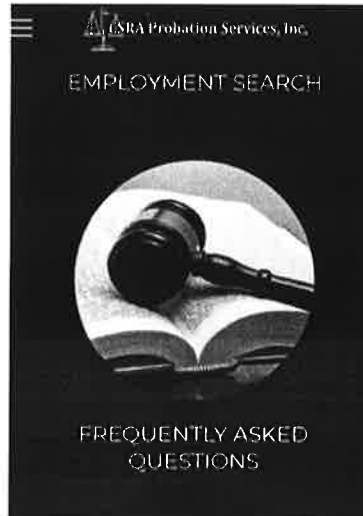


- www.cssreporting.com is our web check-in program.



- www.CSRAclients.com is our Client Services website developed to provide our clients information to help them succeed on probation.

CSRA has developed a website, www.csraclients.com, designed specifically to provide resources to assist our probationers in successfully completing their probation. Included on the site are frequently asked questions, tips for success, employment resources/job search tips, and links to make payment online.



- Online Training Website.
- Global Position Satellite Tracking (House Arrest Services.)
- Alcohol Monitoring via SCRAM or Outreach Smartphone.

CSRA Qualifications / Capabilities

- CSRA has successfully handled thousands of cases on behalf of the Courts we serve.
- CSRA has the local resources and infrastructure to provide immediate and continuous service to the Court.
- CSRA has the *most experience and ability* to work with the Court to expand the Court's Probation Services Program.
- CSRA provides service over 140 Georgia courts.
- CSRA has over 30 locally based offices across the state and these locations are available to the court for transfer of supervision to the probationer's county of residence.
- We offer multiple payment methods, including online, phone, Smartphone App and in person at our local office. No one provides more opportunities for offenders to timely pay their fines than CSRA.
- To support our Probation Officers, we use *Automated Text Reminder technology* to remind probationers of their upcoming appointment and quick follow up when they fail to report as directed.
- We offer *CSRA Supervision Smartphone App* for check-in and collection services that provide additional reporting and paying options to individuals selected by the Court.

For questions regarding our proposal and/or our services please contact Steve Queen using the information provided below:

Steve Queen, Director of Business Development
Telephone: 770-265-3669
Email: squeen@csraprobation.com

COMPANY LEADERSHIP

Our people make the difference, and our experience gets results. CSRA's management team has over 200 years of probation and court service experience. The following are summaries for our owner and executive team members.

Michael Popplewell, President

Michael Popplewell is sole owner and President of CSRA Probation Services, Inc. Mike has been a probation officer for almost 40 years. He started as a state probation officer and in 1997 he left the state and founded CSRA Probation Services, Inc. As a state probation officer Mike served in such capacities as Transfer Officer, Probation Officer II, Drug Testing Specialist, Public Information Officer, and Intensive Probation Supervision Officer.

Since founding CSRA Probation Services, Inc., Mike has grown the company to be the largest in Georgia. The company has been recognized nationally and internationally as an exceptional company. Mike has developed several unique programs in order to help clients succeed while on probation. These include his Smartphone SuperVision App, an online E-Training program to ensure that staff have the most current and effective training possible, and a Client Services website to provide our clients with information and access to resources to assist them during supervision.

In addition to managing probation services, Mike provides consulting services to other agencies including directing the start-up of private probation services for a company in the State of Kentucky. CSRA Probation Services, Inc. also provides supporting services to courts around the state such as Pre-Trial Diversion Programs, Bond Supervision, Accountability Courts supervision, Electronic Monitoring, and Drug and Alcohol testing programs.

Mike was a founding member of the Private Probation Association of Georgia and served 4 consecutive terms as president. He is also a founding member of the Community Corrections Association of Georgia and currently sits on the Board of Directors. Mike is active in many national organizations, and he holds memberships in: American Probation and Parole Association, American Correctional Association, Georgia Professional Association of Community Supervision, International Community Corrections Association, National Association of Drug Court Professionals, and the Correctional Technology Association.

Ginny D. Kent, CEO

Ginny is Director of Operations for CSRA Probation Services, Inc. Ginny began her career in the court services industry as a probation officer with CSRA in January 1999. She was named Region Manager in 2003 and Director of Operations in 2007. During her tenure at CSRA she has worked in various areas of general client supervision, indigent defense administration, pre-trial diversion and bond supervision program

coordination, drug testing training and certification and electronic monitoring. Ginny holds a Bachelor of Science degree in Sociology/Social Work from Georgia Southern University.

Steve Queen, Director of Business Development

Steve Queen is Director of Business Development for CSRA Probation Services, Inc. In this capacity, he is responsible for marketing and operational assignments for one of the largest misdemeanor probation services in Georgia. CSRA supervises over 16,000 probationers for over 150 Georgia courts.

Steve began his professional career in 1990 as a Probation Officer with the Georgia Department of Corrections serving as a Probation Officer in the Gwinnett Judicial Circuit. He was an early leader within the misdemeanor probation industry and has over 30 years of experience as a Probation Operations Director. He has been instrumental in the development of standards and programs for many Georgia courts and brings valuable knowledge and experience to his role with CSRA. Steve has directed the establishment of more than a thirty (30) new offices and implementation of innovative programs to serve new court customers. He has served in numerous management positions and through his current assignment, is a key member of the CSRA executive management team.

Steve earned his Associates Degree in Political Science from Gainesville College and his Bachelor of Interdisciplinary Studies Degree (Pre-Law) from Georgia State University. He serves as President of the Community Corrections Association of Georgia and in 2018 Governor Nathan Deal appointed Steve to the Board of Community Supervision. Steve has previously served as Board Secretary and in June 2021 his fellow Board Members elected Steve to serve as Chairman of the Board.

Steve holds memberships or certifications with P.O.S.T. (Certified Probation Officer), Georgia Professional Association of Community Supervision, Community Corrections Association of Georgia, Georgia Council of Court Administrators, National Association of Probation Executives and the American Probation and Parole Association. He and his family reside in Cartersville.

Jeremy Brett, Director of Training and Information Services

Jeremy Brett is the Training Director and Director of Information Services for CSRA Probation Services. He began working in the court system as Probation Officer in 2001 in Sandersville, Georgia. Jeremy has since served as a Regional Director managing over 8 offices and servicing 15 courts in Georgia and Florida providing client supervision, urinalysis testing, bond supervision and GPS electronic monitoring. He also manages the client supervision computer-based program that is on the forefront of technology and diversity for CSRA customers and clients. Jeremy attended Florida State University where he majored in Interdisciplinary Sociology and was a member of the 1999 National Championship Football Team.

Amanda Garrett, Regional Director

Amanda Garrett is Regional Director of Field Services for South Georgia. She is a native of Coffee County and began her career as a probation officer serving the State Court of Coffee County in October 1996. In 2003, she was promoted to Program Manager with oversight over three offices. In 2009 she was promoted to Regional Director and in 2013 she was promoted to State Coordinator with Providence Community Corrections.

Amanda received her Associate of Arts in Psychology from South Georgia College and her Bachelor of Science in Psychology from Valdosta State University. Amanda began working in the court system in 1994 as a work-study student with the Solicitors office of Coffee County. Part of her duties there involved working with the Victim Witness Assistance Program. Amanda has received training in Quality Assurance for Case Management, Domestic Violence Intervention, Anger Management, and Character Development

Sandee Lanier, Regional Director

Sandee Lanier, a 26-year criminal justice veteran, began her career as a Probation Officer in January 1994 serving the State Court of Rockdale County. In 2000, she was promoted to Program Manager overseeing six courts. In 2005, promoted to Regional Director supervising sixteen courts and currently serve as the Direction of Probation Services for North Georgia.

Sandee received her Associates in Arts from Andrew College and Bachelor of Science in Sociology from LaGrange College. Sandee has received training in Quality Assurance for Case Management, Character Development, Electronic Monitoring, Anger Management, MRT- Moral Reconation Therapy, and Domestic Violence Intervention. Sandee is a Member of the Rockdale County Task Force Against Family Violence.

Jill Guin, Regional Director

Jill Guin serves as Regional Director for CSRA and manages the region that encompasses the Central Savannah River Area. This area includes Richmond and Columbia County Superior Courts and will also include Richmond County State Court. Jill received her Associates of Arts in Criminal Justice from Augusta State University. Jill is a native of Wilkes County and previously worked with the Toombs Judicial Circuit Child Support Enforcement Unit. She began her career with CSRA in 2001 and was promoted to Office Manager of our Evans office in 2014. In 2017 based on her exceptional experience and leadership, Jill was promoted to Regional Director with oversight of our operations in Richmond, Columbia, McDuffie and Wilkes counties. Jill will be integrally involved with our Richmond County project and will work directly with Mike Popplewell in the areas of staffing and general employee oversight.

Nickie Hill, Regional Director

Nickie Hill is Regional Director (Northeast Georgia) for CSRA Probation Services, Inc. She is a native of Jackson County and began serving the community in 1997 as the Assistant City Clerk for the City of Arcade. She later went on to earn her degree in Criminal Justice and began her career with CSRA in 2015 serving as a Probation Officer in Oconee County, Georgia. In 2019 Nickie was promoted to Office Manager in Jackson County and in 2020 promoted to Regional Director overseeing five offices in Northeast Georgia. Nickie is based in our Commerce office and provides daily attention to our local courts.

Brian Smith, Director of Information Technology

Brian Smith join CSRA in 2017 as our Director of IT. For 12 years Brian served as the IT Director for the City of Sandersville. He has also served as a volunteer Fire Fighter. Brian attended Sandersville Technical College and holds certifications in the following areas: Certified Fiber Optic Technician, PC Repair Tech, Network Technician, CISCO specialist, CISCO CCNA specialist and CompTIA A+ certified preparation.

CONCLUSION

At CSRA Probation Services, Inc. we will:

- Work with local officials to focus on specific needs and goals of the court.
- Be available to local officials to provide flexibility in supervision strategies.
- Work with each client to achieve successful completion of their sentence.

We will provide a wide array of services to meet the requirements of the court and the needs of the clients. These options include:

Effective Case Management + Offender-paid Program – No Cost to the Court + Pre-Trial Diversion Programs + Drug Testing Services + Multiple payment methods available: by mail, online, by phone, App and call center + Proprietary software, Corrections Software Solutions (CSS), enables close monitoring of probationer progress + Community Service Coordination	Quality Services + Over 30 statewide local offices + Cognitive and Life Skills Programs + Pre-Trial Release (Bond) Supervision Programs + Employment Assistance Program + The “CSRA Way” + <i>“Helping People Succeed”</i> + Executive Management Team with over 200 years of combined experience + Management system of checks and balances
Enhanced Use of Technology + Online Case Management Software (CSS) + 150+ Customizable Reports Available + SmartPhone App for Check-in and Collections + Database Interface with Court software + Automated Text Appointment Reminders + Client Services Website = Success	Innovative Solutions + Electronic Monitoring + Global Positioning Satellite Tracking + Remote Breath Alcohol Testing + SCRAM (Transdermal Alcohol Detection) + Outreach SmartPhone Tracking + Innovated Drug Screening Solutions + Special Supervision Programs



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Parks and Recreation Master Plan

AGENDA DATE: 11-8-2022

DATE PREPARED: 10-31-2022

PREPARED BY: Sarah Andrews

AMOUNT: \$92,000

GL ACCOUNT #: 100-6110-521200

FUNDING SOURCE: General Fund Operating Budget

BUDGETED ITEM? Yes

PURPOSE: To engage Brandstetter Carroll, Inc. to perform a Parks and Recreation Master Plan.

BACKGROUND:

Recreation staff had requested a master plan for the Parks and Recreation facilities in the FY2023 budget. The mayor was approached by a VRHS coach about a firm that does Parks and Recreation Program Assessments. The firm that he recommended actually does both of these as one project.

Brandstetter Carroll, Inc. was wrapping up projects in Roswell and Thomasville when we spoke to them in September. They had also previously worked with Newnan.

Brandstetter Carroll, Inc. will evaluate our facilities and programs, engage the stakeholders, and help us look toward the future with a plan that gets us there.

STAFF RECOMMENDATION: Approval.

MOTION: I move to engage Brandstetter Carroll, Inc. to perform a Parks and Recreation Master Plan for an amount not to exceed \$92,000.



September 16, 2022

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SC 29492

17300 Preston Rd
Suite 310
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TX 75252
469.941.4926

308 East 8th St
CINCINNATI
OH 45202
513.651.4224
FX: 513.651.0147

1220 West 6th St
Suite 300
CLEVELAND
OH 44113
216.241.4480

Ms. Sarah Andrews, Deputy City Manager/CFO
City of Villa Rica
Purchasing Division
11360 Lakefield Drive
Johns Creek, Georgia 30097

RE: City of Villa Rica Parks and Recreation Master Plan

Dear Ms. Andrews, Mayor McDougal, and CM Barber,

It was a pleasure to meet with you to discuss your parks and recreation needs and the specifics of how Brandstetter Carroll Inc (BCI) can best assist you to meet your goal to improve the quality of life for Villa Rica residents and visitors. Brandstetter Carroll Inc. (BCI) is pleased to present these qualifications and an approach for the development of a Parks and Recreation Plan. We are offering a Project Team and a Scope of Services that will address the needs of the Villa Rica community. As you review this document, please consider the following points:

1. BCI has been an industry leader in the development of **CITIZEN-DRIVEN** planning. While Villa Rica residents enjoy outstanding parks and programs offered by the city, there may be some facilities and programs not offered. In our process, citizens will have many opportunities to share their thoughts, perhaps revealing unmet needs.
2. BCI currently is finalizing system plans in **Roswell** and **Thomasville**, Georgia, and previously prepared the Master Plan for **Newman**, Georgia.
3. BCI has a record of implementation because of its process. The Scope of Services describes an **ACTION PLAN** which focuses upon both the citizen need as well as available and projected resources for implementation. Historically, the firm has examined the effect of its planning recommendations on the budget of a city to determine the practicality of its proposals.
4. Our Team includes Professionals that have completed more than 80 similar system plans in several states. The Team includes **Tom O'Rourke**, former Director of **Charleston County Parks and Recreation**, who tackled many of the issues you face as a community and knows how to fund and program parks. In addition, he has served as director of the NRPA Directors School, founded the Parks Foundation School, and recently served as the Finance Chair on the Mt. Pleasant City Council. He knows parks funding. Patrick D. Hoagland, ASLA, will serve as Principal-in-Charge and Keith E. Rodenhauser, AICP, GISP, will serve as project manager. Both of their contact information is listed below.

The staff that will work on your Parks and Recreation Master Plan are primarily located in Lexington, Kentucky, with the exception of Tom O'Rourke who works out of our Charleston, South Carolina, office.

The contact information for this project:

Patrick D. Hoagland, ASLA
Principal-in-Charge
2360 Chauvin Drive
Lexington, Kentucky 40517
859.268.1933
phoagland@bciaep.com

Keith E. Rodenhauser, AICP, SITES AP
Project Manager
2360 Chauvin Drive
Lexington, Kentucky 40517
859.268.1933
krodenhauser@bciaep.com

Our plans become **REALITY** because we **LISTEN** to your constituents.

We look forward to your consideration. If there is anything else I can provide you, please feel free to contact me at phoagland@bciaep.com or at 859.268.1933.

Sincerely,
Brandstetter Carroll Inc.


Patrick D. Hoagland, ASLA
Vice-President

PROJECT UNDERSTANDING

To better serve the growing community of Villa Rica, the city has a desire and need to improve its parks, recreation facilities, and programs. The city has also discussed the possibility of developing both a Program Plan and a Parks and Recreation Master Plan. The proposed process combines both of these plans into one cohesive plan that will also complement the City's Transportation Plan and Comprehensive Plan. In addition, the city would like to include an evaluation of its Library and the Pine Mountain Gold Museum as part of the public engagement effort.

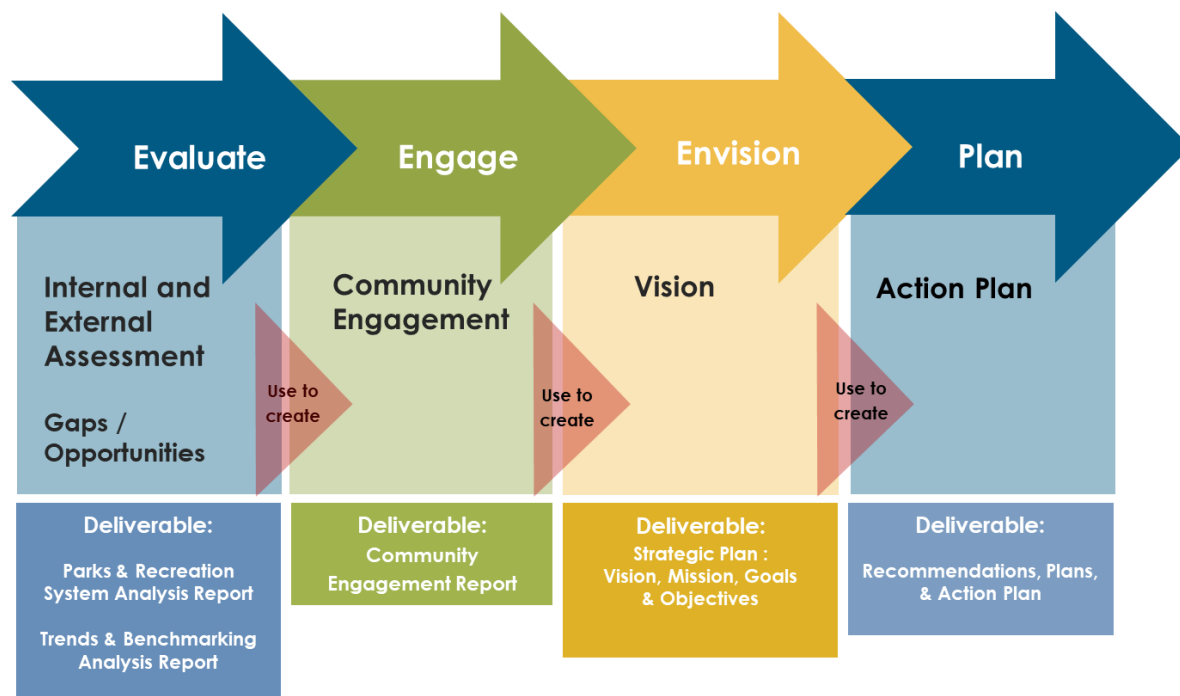
Through several departments, the city offers a myriad of park, programs, and events. Football, basketball, softball and baseball are operated by the city and soccer is through a partnership with an outside organization. Some events are organized by Main Street Villa Rica such as concerts and Fall Fest. In addition, the City-sponsored July 3 fireworks draws about 10,000 people. The city also offers a six-year-old and 16,000 square foot Library which provides programs and services.

The city needs a road map to lead the Parks and Recreation Department, Recreation Advisory Commission (RAC), and City Council in their decision making to provide the facilities and programs desired by residents over the next 10 years. The plan must address more than just the capital improvements, but also account for the needed land acquisition, programs, management, operations, policies, and funding for sustainable, modern parks and recreation system.

BCI intends to provide a detailed Action Plan that accomplishes all these needs of the city based on sound data and community engagement.

PROJECT APPROACH

BCI has assisted communities realize their visions for improved parks and recreation services in more than 80 communities in several states over the past 30 years. Brandstetter Carroll Inc.'s vast experience has clearly identified successful Master Plans are ones in which the community is truly engaged throughout the process and feasible goals and strategies are developed. The graphic below illustrates the process to ensure success.



PROPOSED SCOPE OF SERVICES

The BCI Team proposes the following Scope of Services for the Villa Rica Parks and Recreation Master Plan. Upon selection, the Team would work closely with City Staff to refine the scope to meet its specific needs.

EVALUATE PHASE

1. Planning Context

- a. Master Plan Steering Committee** – The City will appoint a Master Plan Steering Committee (also called Advisory Committee in this scope) to work with the Consultants throughout the process. The Consultants will meet with them regularly with updates of the findings and the Committee will assist in establishing the future vision, goals, objectives, and priorities. The Advisory Committee should include members of the Recreation and Parks staff, along with representatives from the City Administration and staff, Recreation Advisory Commission, Library Advisory Board, schools, sports organizations, City Council, Planning Commission, Tourism, partner organizations, and other organizations.

- b. Demographic Analysis** – Using information provided by Villa Rica, US Census, and other sources, perform an analysis of the demographic and population characteristics of Villa Rica.

Using ESRI Business Analyst Software and coordination with Villa Rica staff, identify the demographic and land-use trends and characteristics within the city limits. Information may include:

- Demographic characteristics (population, ages, race, etc.)
- Five-year population projections
- Household size
- Median household income and per capita income

- c. Review of Previous Studies** – Review all previous studies that will be provided by the Owner pertaining to the delivery of parks, recreation, and leisure services, including, but not limited to:

- Transportation Master Plan
- Comprehensive Plan
- Capital Projects List
- Park Master Plans
- Other City Master Plans
- Georgia SCORP
- Annual Operating and Capital Improvement Programs
- Annual reports
- Program guides, newsletters, policies, use agreements, brochures
- School District plans

Summarize the key findings of each report to be included in an appendix to the report. Summaries to include:

- List of accomplishments from relevant planning documents
- List of future goals and objectives
- Recommendations for additional public outreach based on gaps in information
- Recommendations for combining relevant Master Plans and strategic objectives into the Master Plan

PROJECT APPROACH

- d. **Benchmarking Comparisons to Similar Systems** – Using the NRPA ParkMetrics (formerly PRORAGIS) program to compare facilities, programs, operating budgets, etc. with other like agencies. Communities throughout Georgia, Alabama, and nearby states with similar populations will be included in the analysis.
- e. **Management Structure** – Perform a review and analysis of the existing management structure, staff levels, policies, and operations.
- f. **Villa Rica Policy Review** – Perform a review of Villa Rica policies, and any mandated plans as they may impact park and recreation facilities, programs, and services.
- g. **Budget and Funding Analysis** – Review the past five years' budgets and the proposed future operating and capital budgets.
- h. **Trends Analysis** – Identify trends at the local, state, regional, and national levels and discuss their application to Villa Rica.
 - Community Revitalization
 - Green Infrastructure
 - Sustainable Development
 - Tourism
 - Economic
 - Health
 - Demographic
 - Technological
 - Urban Development
 - Parks and Recreation Administrative Trends
 - National Recreational Trends
 - Parks, Recreation Facilities, and Programming Trends
- i. **Report and Presentation** – Prepare a report summarizing this phase and present it to the Master Plan Advisory Committee.

2. Existing Parks, Facilities, Programs, and Trails Analysis

- a. **Parks, Open Space, and Facilities Inventory** – Inventory all existing parks and recreation facilities offered in Villa Rica, including parks and facilities operated by others including Public Schools, private or non-profit recreation facilities, and others.
- b. **Qualitative Park and Facility Assessments** – Make site visits to all the Villa Rica facilities with the purpose of observing the existing conditions and opportunities for improvements. A detailed Qualitative Assessment form will be completed for each city-owned facility which will identify the existing condition, accessibility, safety issues, and priority for improvement.
- c. **Trails Inventory** – Identify and map existing and planned trails and linkages in the city plus immediate surrounding area.
- d. **City-wide Park and Recreation Facilities Map** – Prepare a map using GIS software illustrating all City-owned parks and recreation facilities and trails plus those of schools and other providers in the area.
- e. **Geographic Distribution – Service Gap Analysis** – Prepare an analysis of the current service gaps by mapping the locations of current parks by park-type categories using walk and drive times. Specific facilities also will be mapped to compare the household locations with the facility locations. Individual maps will be prepared for picnic shelters, trails, playgrounds, soccer fields, baseball/softball diamonds, and more to identify the distribution of the specific facilities throughout the community. A Composite Service

PROJECT APPROACH

Areas map will be prepared which identifies the overall service delivery throughout the city.

- f. **Analysis of Underserved Markets** – Utilize GIS analysis to combine the results of the Composite Service Areas with the Social Vulnerability Index (by CDC) mapping to identify city areas most in need of improved parks and recreation services.
- g. **Programs Analysis** – Conduct an analysis of the programs and attendance offered over the past five years to determine the populations served, types of programs, income generated, gaps in services, etc.
- h. **Report and Presentation** – Prepare a report summarizing this phase and make a presentation of the findings to the Master Plan Advisory Committee.

ENGAGE PHASE

1. Needs Assessment

- a. **Coordination with the City** – BCI will work closely with City of Villa Rica to promote the public engagement. The City will provide logistical support for engagement processes.
- b. **Public Open Houses** – Conduct an in-person public open house at a convenient location to identify the public perception of park facilities and programming needs. The purpose of these public workshops is to solicit input from the citizens and users regarding their concerns and opinions about existing facilities and programs and their desires for future facilities and programs. The workshops will be interactive and involve all participants in a variety of methods. Locations, dates, and times for the meetings will be selected to promote inclusion and encourage participation of underserved communities.
- c. **Staff Input** – Conduct meetings, interviews, and surveys with the Villa Rica staff members regarding their perceptions of the public's needs and concerns, and the potential for improved services, facilities, programs, and public access. Identify the strengths, weaknesses, service needs, and impediments (SWOT) to current operations. Staff will be invited from the following City Departments: Public Works, Community Development, Engineering, Administration, Police, Pine Mountain Gold Museum, and Library. The public input process will assist in this exercise.
- d. **Stakeholder/Focus Groups** – Conduct up to 12 stakeholder group meetings and round-table discussions with various special interest, partner, and user groups. Villa Rica will provide invitations and meeting space for these meetings. Anticipated groups may include program users, parents of children in programs, partner organizations, organized athletic league officials, school administration, senior citizens, cultural arts organizations, partners in service, business owners/operators, community leaders, and other organizations to be identified between the Consultant, Advisory Committee, and City of Villa Rica. Questions will be prepared in advance to be approved by the Advisory Committee. The questions will be sent to the stakeholder group participants for discussions with their organizations before the actual focus group.
- e. **Web-Based Survey** – Conduct a short web-based questionnaire with a goal to engage as many residents as possible. The survey will utilize the BCI subscription to Survey Monkey. Questions will be approved by the Master Plan Advisory Committee. Villa Rica will promote the use of the web survey through email blasts, newsletter announcements, placement on their web page, and other methods. A printed version (one page front and back) also will be available to be printed and/or handed out at City buildings and program sites.

The survey will be used to identify:

- Frequency of park use
- Satisfaction with programs and facilities
- Constraints to park use
- Needs for various indoor and outdoor facilities and programs
- Identification of the most-needed indoor and outdoor facilities
- Specific questions pertaining to any proposed new facilities
- Demographic information about residency, income, age, and race to compare results to the existing characteristics of the population.

- f. **Needs Analysis Report** – Prepare a summary report of the Engage Phase for review by the Master Plan Advisory Committee.

ENVISION PHASE

1. **Strategic Plan/Visioning – Mission, Vision, Goals, and Objectives** – Working with the Master Plan Advisory Committee; Villa Rica Parks and Recreation; Recreation Advisory Commission; and City Council, determine the following, consistent with the city's existing vision, mission, values & goals:
 - Develop a mission statement for Villa Rica Recreation and Parks
 - Identify the Future Vision for Parks & Recreation in Villa Rica
 - Identify Proposed Level of Service Standards for park land and specific recreation facilities
 - Identify Short-Term Goals and Objectives
 - Identify Long-Term Goals and Objectives
2. **Level-of-Service Guidelines** – Develop Level-of-Service Guidelines for Villa Rica based on public input, demand analysis, the benchmarking, NRPA standards and guidelines, and previous experience of the Consultant. The standards will identify guidelines and definitions for park types and their respective service areas and characteristics, facility types and criteria, facility per population standards, and geographic distribution criteria.

PLANNING PHASE

1. **Physical Planning and Services Recommendations**
 - a. **City-wide Park and Facility Improvement Recommendations** – Prepare a city-wide map illustrating proposed general locations of new parks by park type categories (neighborhood, community, nature, etc.).
 - b. **Individual Park Recommendations and Costs** – Identify the specific needed improvements at each park or recreation facility. Prepare level of magnitude costs for each capital improvement recommended in the plan.
 - c. **Capital Improvement** – Work with staff and the Master Plan Advisory Committee to prioritize capital improvements, including repurposing of underutilized amenities, by selected facility type. This process will identify the short-term (0-2 years), mid-term (3-5 years), and long-term (6-10 years) recommendations.
 - d. **Land Acquisition Priorities** – Proposed land acquisition strategies, including quantity and park type, to meet or exceed the existing standard of 10 acres per 1,000 resident population for a 30-year planning horizon. Strategies will utilize the 2020 Census data and projections from the City's Comprehensive Plan.

PROJECT APPROACH

- Include an analysis of the current impact fee structure for park development and acquisition with recommendations for updates, changes, and improvements for the City of Villa Rica
 - Identify potential alternative funding mechanisms for parkland acquisition and operations
- e. Operations Recommendations** – Prepare and prioritize recommendations to improve department operations, including:
- Operations
 - Maintenance
 - Staffing
 - Promotion
 - Programming
 - Budget and Financing
 - Partnerships/Sponsorships
- f. Report** – Prepare a summary report of the Recommendations stage.
- g. Presentations** – Present the plan and recommendations to the Advisory Committee and Recreation Commission.
- 2. Action Plan and Final Master Plan Document**
- a. Phased Implementation Plan** with specific strategies and recommendations for:
- Guidelines for prioritization of future capital improvements
 - Trail recommendations
 - Improved connectivity/access to parks and facilities
 - Parks, greenway, and open space land acquisition
 - Facility recommendations
 - Park and facility operations recommendations
 - Programs and services recommendations
 - Budgeting and funding/financial management recommendations and priorities
 - Other specific issues to be identified in the planning process that impact the park system
 - Identifying the short-term (0-2 years), mid-term (3-5 years), and long-term (6-10 years) action steps along with the responsible party and potential funding sources
 - Identify responsible division within RPHCA (Administrative, Athletics, Cultural Affairs, Historic Assets, Parks and Recreation) for each action
 - Strategies to include and reference to existing adopted Master Plans, strategic plans, and improvement plans of the city and RPHCA where applicable
- b. Funding Recommendations** – Identify potential funding sources and their applicability for the recommendations in the Master Plan.
- c. Programming Recommendations** – Create a Programming Plan with recommendations for programming opportunities based upon information collected from the Needs Assessment, NRPA Standards, and department staff. The plan will include recommendations for improving inclusivity of programs and events.
- d. Draft Master Plan** – Prepare a Draft Master Plan for review by staff and Master Plan Advisory Committee.

PROJECT APPROACH

- e. **Action Plan Presentation** – Make a presentation of the Draft Action Plan and Final Needs Assessment recommendations to the Master Plan Advisory Committee, City Council, Recreation Advisory Commission, and other groups as identified.
 - f. **Final Master Plan** – Following the reviews of each of the separate reports, prepare a Final Master Plan that includes all components of the planning process.
 - g. **Final Presentations** – Make presentations of the Final Master Plan to the Master Plan Advisory Committee, the public, Recreation Advisory Commission, and City Council.
 - h. **Executive Summary** – Prepare an Executive Summary that summarizes the findings, recommendations, and actions.
3. **Implementation** – Provide staff with materials, strategies, and resources for an implementation plan with annual goals, objectives, and success standards. Once the Master Plan is adopted by Mayor and Council, conduct two follow-up implementation assistance meetings at six-month intervals with department staff and City representatives to provide any support needed to ensure success of the plan.
4. **Deliverables** – Final deliverables will include:
- a. Digital copies of the Draft Master Plan.
 - b. 10 printed copies of the Final Master Plan and Executive Summary including all previous reports.
 - c. High-resolution digital copies of all reports and graphics as well as lower resolution versions for use by the Owner.
 - d. Maps will be prepared using ESRI ArcGIS 10.8 and data will be provided in digital shapefile format, accessible through on ArcGIS Online, for use by the Owner.

FEES AND CONDITIONS

A. Conditions

- 1. The Consultant will invoice the Owner monthly based upon the percentage of work completed with a monthly progress report.
- 2. The Owner will provide and coordinate the invitations, meeting space and promotion of client review meetings and stakeholder meetings.

B. Fees

The table below illustrates the fees by phase for the project.

<u>Phase</u>	<u>Fee</u>
Planning Context	\$11,800
Existing Parks, Facilities, and Trails Inventory	\$18,000
Needs Assessment	\$16,000
Vision, Goals, and Objectives	\$ 3,300
Physical Planning and Services Recommendations	\$15,400
Action Plan and Final Report	\$27,500
Total	\$92,000

FIRM OVERVIEW

Brandstetter Carroll Inc. (BCI) is a firm of Architects, Engineers, Landscape Architects, and Planners founded in 1979 with the express purpose of providing professional design services to public sector clients. Since the firm's inception, BCI has grown to include a staff of more than 60 and maintains offices in Lexington, Cincinnati, Cleveland, Dallas, and Charleston. The firm's in-house services include architecture, civil engineering, transportation engineering, landscape architecture, park and recreation system planning, interior design, construction administration, and resident inspection.

Architecture

Public Safety Buildings
Courthouses
Public Administration
Recreation Centers
Libraries
Higher Education
Interior Design

Recreation, Planning, & Landscape Architecture

Park Design
System Planning
Master Plans
Aquatic Facility Design
Nature Centers & Camps
Sports Complexes
Feasibility Studies
Trail Planning & Design

Engineering

Roadway Design
Traffic Planning
Sewer and Water Systems
Aviation Engineering
Streetscape Design
Site Development

PARK & RECREATION SYSTEM MASTER PLANNING EXPERIENCE

BCI began by providing planning and design services for parks and recreation clients on a regional basis in 1989. The firm has been a leader in the evolution of Park System Planning, spearheading the first "Master Plan for Service Delivery" for the Cincinnati Recreation Commission in 1996. This plan raised Citizen Engagement to new levels by holding local meetings in more than 17 city neighborhoods and resulted in the implementation of more than \$60 million in improvements over 10 years. Many other communities around the nation followed this example, creating a new paradigm in the industry. This became a prototype **Vision Plan**.

Since starting the Recreation, Planning, and Landscape Architecture Division of the firm to focus on parks and recreation planning and design, this Division has completed more than 80 park and recreation system Master Plans and more than 300 park design assignments.

BCI has taken other leading roles in the development of park facilities in aquatics, recreation center design, senior facilities, trails, and facilities for special populations. The firm recently also assisted several cities in implementing voter-approved bond levies for capital construction, including assisting Austin, Texas pass \$40 million for Aquatics and Garland, Texas pass \$117 million for park improvements. Finally, BCI has assisted many cities in forming partnerships with nonprofit providers (P3) in the implementation of

FIRM LOCATIONS

2360 Chauvin Drive
Lexington, KY 40517
859.268.1933 (Phone)
859.268.3341 (Fax)

308 East 8th Street
Cincinnati, OH 45202
513.651.4224 (Phone)
513.651.0147 (Fax)

220 West 6th Street, Suite 300
Cleveland, OH 44113
216.241.4480 (Phone)

17300 Preston Road, Suite 310
Dallas, TX 75252
214.762.2535 (Phone)

255 Seven Farms Drive, 300-A
Charleston, SC 29492

"WE ENHANCE COMMUNITY AND QUALITY OF LIFE"

joint facilities and programs. Some of these providers include The Cleveland Clinic, Parma Hospital, The Kroger Company, The Salvation Army, and several YMCAs.

Overall BCI has prepared park and recreation System Master Plans for more than 80 communities in several states.

PUBLIC ENGAGEMENT IN THE COVID-19 ENVIRONMENT

BCI is able (and has resumed) to conduct in-person meetings. However, the firm has conducted public engagement through a wide variety of methods during the time of no personal contact. Ways we are able to engage with the public:

- In-park surveys, in which staff engage park users at prime times for use of the parks. Staff are identified with t-shirts with the slogan “Let’s Talk Parks & Rec,” wear masks, and ask questions of users so they do not need to exchange pens or paper
- The random-sample mail survey provides a method to gain statistically valid information
- Virtual Open Houses through MindMixer online engagement
- Handout and Web Surveys to reach the maximum number of residents
- Zoom/Microsoft Teams Steering Committee Meetings with interactive online polling
- Zoom/Microsoft Teams Presentations
- Zoom/Microsoft Teams or Outdoor Stakeholder Meetings

NRPA INVOLVEMENT

BCI has supported and attended NRPA conferences for decades. Lawrence W. Brandstetter, AIA and Patrick D. Hoagland, ASLA have made presentations at the NRPA Annual Congress on several occasions and are regular speakers at state conferences, including recent presentations for NRPA, TRAPS North, and state associations in Kentucky, Ohio, New Jersey, Arizona, Indiana, Virginia, West Virginia, and others. Staff regularly attend the NRPA Congress and have exhibited at that conference as well as at several state conferences.

Participating in NRPA educational sessions with our peers and clients helps our staff remain on the cutting edge of trends in the industry, so we find these sessions to be valuable.

In addition, **Tom O’Rourke** served as the Director of the NRPA Directors’ School at Oglebay Park as well as assisting in starting the recent Foundation School for Park and Recreation Professionals. He is a regular, and very popular, speaker at State Park and Recreation Associations across the United States, including being the keynote speaker at the Georgia Recreation and Park Association Conference.

TRANSPORTATION/TRAIL PLANNING & DESIGN EXPERIENCE

BCI has a Transportation Division which specializes in all aspects of transportation planning and design. These staff members have designed more than 100 miles of multi-purpose trails. In addition, the Recreation, Planning, and Landscape Architecture Division has developed community-wide trail plans for several communities, including as part of recent park System Master Plans in Colleyville, Grand Prairie, and Garland, Texas.

CAPRA ACCREDITATION AND GOLD MEDAL CLIENTS

BCI has prepared plans that helped agencies achieve Gold Medal recognition, including Grand Prairie, Texas, and Fairfax, Virginia. Each received the Gold Medal the year following completion of their Master Plans. In addition, BCI has assisted several agencies to achieve CAPRA Accreditation or Re-Accreditation.

DISPLAY MATERIAL PRODUCTION AND OUTREACH MEETINGS

BCI produces its dry-mounted display boards in-house. This capability is extremely useful in preparing displays for public meetings to convey the message. A series of displays will be prepared for each public

open house and presentation meeting. A good example of this was the outreach meetings as part of the Austin Aquatics Needs Assessment and Master Plan projects in which BCI prepared a series of up to 20 boards each for the initial public outreach and then again for several interim neighborhood meetings to convey the findings and draft recommendations.



Public Open House – Austin, Texas



Family Fun Night – Garland, Texas

QA/QC PROGRAM/SCHEDULE CONTROL

BCI staff meet with the client early in the process to establish key milestone dates so both parties agree to the deliverables, items needed from the client, and the deadlines. This gives a sense of urgency to planning tasks that otherwise can drag out. Our staff will push the client as needed to meet these deadlines.

BCI staff will prepare technical memos from each meeting with the city and provide those to the City staff to comment on any suggestions or corrections before becoming official. Memos also are prepared for each stakeholder group and to summarize each public engagement event.

Every chapter of the report and the interim Technical Reports are read by at least two staff members before being sent to the client to minimize typos.

Weekly meetings are held with key staff to discuss the progress and next steps. In addition, the BCI Project Manager will hold a bi-weekly phone/video meeting with the client's Project Manager to discuss the progress and next steps.

PROJECT TEAM CAPACITY

The proposed Project Team has more than enough available capacity to perform this project to the complete satisfaction of the City of Villa Rica. The current Team has the proven ability to work on up to eight park and trail system plans at the same time, and when this project starts the Team will only have five System Master Plans underway.





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approval of Addendum No. 23 with Carter & Sloope to Design North Bypass Water Line

AGENDA DATE: November 8, 0222

DATE PREPARED: October 27, 2022

PREPARED BY: Tom Barber

AMOUNT: \$212,000

GL ACCOUNT #: 505-4115-5414XX

FUNDING SOURCE: GEFA loan

BUDGETED ITEM? No

PURPOSE: To approve an addendum to our contract with Carter & Sloope for the design and construction management of a new water line along the North Bypass.

BACKGROUND: The Georgia Department of Transportation has recently awarded a contract to the Astra Group to construct the North Bypass. The project will connect the three-way intersection of Rockmart Road and Highway 101 to a point on Highway 61 between Punkintown Road and Stockmar Road. The City would like for Astra to install a new water line as they build the road. Carter & Sloope is our water engineer and needs to design the new line and supervise the construction. The North Bypass should be complete in about three years.

STAFF RECOMMENDATION: Staff recommends approval. The initial financing will be obtained via a GEFA loan of almost \$3 million. Annual payments will be budgeted from future Water and Sewer revenue.

IMPACT: If we wait until the road is constructed and then install the water line we would buy some time but pay more for the actual installation. Waiting might also enable us to take advantage of falling material prices and construction costs, but they could also increase during that time. This water line will support new development in the area.

MOTION: I move to authorize the Mayor to execute addendum number 23 with Carter & Sloope to design a new water line along the North Bypass and to oversee the subsequent construction for an amount not to exceed \$212,000.



October 17, 2022

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

RE: City of Villa Rica, Georgia
Addendum No. 23 to Water Treatment Plant Improvements Proposal
C&S Project No. V8150.001
North Bypass Water Main Extension

Dear Mr. Barber:

Carter & Sloope, Inc. (C&S or Engineer) is pleased to submit this Addendum No. 23 to the Proposal/Scope of Services letter for the referenced project (Project) to provide engineering services to the City of Villa Rica (Client or Owner) for the proposed Water Treatment Plant Improvements (proposal letter originally dated March 19, 2018). This addendum covers additional engineering design, permitting, and construction phase services including general contract administration and periodic onsite construction observation services for work described as North Bypass Water Main Extension. More specifically, the proposed 12" water main extension will connect from Rockmart Road to Hwy 61 along the southern side of the new North Bypass. It will also include a 10" extension from the end of the new Bypass at Hwy 61 back to Punkintown Road. The scope of services described below is based on our understanding of the project from discussions and meetings with Client's personnel.

Scope of Work (Basic Services)

Phase I: Project Administration & Coordination

C&S will meet with personnel from the *City of Villa Rica* to review the scope of the project, develop a project schedule, and confirm deliverables. We will also gather available information about the project routes and existing features including coordination with the existing utility companies. This preliminary work will also include a site visit to verify existing conditions and fully gain an understanding of the project requirements. During this preliminary phase, C&S will evaluate the permitting requirements based on experience with similar projects and discuss how the necessary permits impact the project timeline with the City.

Phase II: Field Surveying/Utility Locates

C&S will utilize the existing GDOT North Bypass road plans to prepare the water line construction plans. It is assumed that the water line will be installed within existing rights-of-way. If any easements are required, this work will be considered additional.

Phase III: Engineering Design

C&S understands that detailed engineering, construction drawings are required to complete this project. Using data gathered during Phase I and II, C&S shall prepare detailed construction drawings for the water line. The construction drawings will include a cover sheet, general layout map, construction plans, and standard details. Construction plans will be generated using AutoCAD Version 2023.

As work progresses, C&S will submit to the City for review and approval 60% and 100% construction drawings. The drawings will show the proposed location of the new water mains and connections to existing or proposed services. In addition, C&S will submit engineering estimates of probable cost with a summary of bid items and address any construction concerns or other key issues with the City.

Phase IV: Permitting and Approvals

Based on experience with similar projects, C&S understands there will be multiple permits and approvals required by state agencies for this project.

It is understood that permits will be required for GDOT, EPD, and Land Disturbance. These permits will be submitted as soon as possible in order to obtain the approval before construction begins. All comments and revisions shall be incorporated into the final construction plans and specifications. Any application fees will be paid by the City.

Based on the current information, it is not expected that a United States Army Corps of Engineers (USACOE) permit and/or a Stream Buffer Variance permit from the GA EPD would be required for this project. However, if either one of these permits are required, these would be considered additional.

Phase V: Bidding (N/A)

Bidding will not be required as part of this scope of services. It is the intent to negotiate a price with the GDOT road contractor, Astra Grading & Pipe, LLC.

Phase VI: Construction Phase Services

1.1 Construction Administration

Management of construction efforts (i.e. "construction management" services) are specifically excluded from our Scope of Work; however, during construction, C&S will provide professional services in the general administration of the construction contract and act as the Client's representative to the extent and limitations of the duties, responsibilities and authority of the Engineer as established in this written Agreement and in the Contract Documents. After the contracts have been executed by all parties, C&S will complete, with reasonable promptness, the following tasks as needed during construction of the project:

- a. *Pre-Construction Conference:* Attend and lead one (1) pre-construction conference that will be hosted by the Client at their office and issue a Notice to Proceed to the selected Contractor.
- b. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which, in the Engineer's judgment, are necessary to enable the Contractor to proceed.
- c. *Clarifications and Interpretations (Field Orders):* Respond in writing with reasonable promptness to Requests for Information (RFI's) and issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents and shall be provided as part of the Engineer's Scope of Services; however, if the Contractor's request for information, clarification, or interpretation are, in the Engineer's professional opinion, for information readily apparent from reasonable observation of field conditions or a review of the Contract Documents, or are reasonably inferable there from, the Engineer shall be entitled to compensation for Additional Services for the Engineer's time spent responding to such request provided the Engineer notify Client in advance that it deems such request to be so apparent, seek compensation for such clarification and interpretation and Client does not timely instruct the Engineer not to undertake the clarification or interpretation. Should the Client agree to reimburse the Engineer for these Additional Services, the Engineer shall prepare a Change Order for the Client that will deduct the cost of these Additional Services from the Client's contract with the Contractor.
- d. *Change Orders:* Review and recommend Change Order justifications and prepare change orders to modify the Contract Documents as may be necessary.
- e. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- f. *Schedules:* Review and determine the acceptability of schedules which the Contractor is required to develop and submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- g. *Substitutes and "or equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor, but subject to the provisions outlined in Additional Services.
- h. *Progress Meetings:* C&S will attend progress meetings at the jobsite as needed, but at a minimum, on a monthly basis. We will prepare meeting agendas, lead the progress meetings and issue meeting minutes for review and approval by the Client and Contractor. We have assumed twelve (12) meetings – one per month as the basis for estimating of fees.

- i. Applications for Payments:* Based on Engineer's observations as an experienced and qualified professional and on review of Applications for Payment and accompanying supporting documentation:

 - 1) Determine the amount that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Client, based on such observations and review, that, to the best of Engineer's reasonable knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents, to the results of any subsequent tests called for in the Contract Documents, and being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - 2) By recommending any payment to the Contractor, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed or special inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work beyond the responsibilities specifically assigned to the Engineer in this Agreement. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.
- j. Record Drawings:* C&S will prepare and furnish the Client one (1) set of reproducible and one (1) electronic copy in Adobe Acrobat PDF format of the Project Record Drawings showing appropriate record information that is annotated and furnished to us by the Contractor in accordance with the Contract Documents after construction is complete.
- k. Contractor's Completion Documents:* Receive from the Contractor and transmit to the Client operating and maintenance manuals, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data, including the annotated Record Documents and Record Drawings which are to be assembled by Contractor and furnished to us.

- l. *Substantial Completion:* After receiving notice from Contractor that they consider the entire Work complete and ready for its intended use, we will conduct one (1) pre-final observation in company with the Client and Contractor to observe the Contractor's work to determine if, based on the Engineer's professional opinion and belief and based only on information available at the time of pre-final on-site observation, the Work is substantially complete. If we do not consider the Work substantially complete, we will notify the Contractor in writing giving reasons therefore. If, after considering any objections of Client, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Client and Contractor in accordance with the provisions in the Contract Documents. Attached to the certificate will be a punch-list of items that, in the Engineer's professional opinion, knowledge and belief, are deficient and must be completed or corrected before we recommend final payment be made to the Contractor by the Client. The certificate of Substantial Completion is intended to be interpreted only as an expression of professional opinion and therefore does not constitute an expressed warranty or guarantee.
- m. *Final Notice of Acceptability of the Work:* After receiving notice from the Contractor that the punch-list items are completed, we will conduct one (1) final on-site observation in company with Client and the Contractor to determine if the completed Work of Contractor is acceptable in the Engineer's professional opinion, reasonable knowledge and belief and based only on information available at the time of final on-site observation and to the extent of the services provided by Engineer under this Agreement, so that Engineer may recommend, in writing, final payment to Contractor. We will notify the Contractor and the Client in writing of any particulars in which the final observation reveals that the Work is incomplete or defective.
- n. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any portions of the Work, or any agents or employees of any of them. The Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents or any laws, codes, rules or regulations.
- 1.2 *On-site Construction Observation:*
C&S will provide visits to the Project site at intervals appropriate to the various stages of construction, as Engineer deems necessary, or as otherwise agreed to in writing by the Client and the Engineer, during construction, to observe the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and/or his representative, if any, are not intended to be an exhaustive check or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections or Special Inspections or tests of Contractor's Work in progress beyond the responsibilities specifically assigned to the Engineer in this Agreement and the Contract Documents, but rather our site visits will be limited to spot checking and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and general observations, Engineer will determine, in general, if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep the Client informed of the progress of the Work. Continuous onsite observation by a Resident Project Representative at the Project site will not be included in our budget, unless requested by the Client and agreed to by the Engineer as Additional

Services in accordance with the terms of this Agreement and the Agreement amended accordingly. The purpose of Engineer's visits to, and representative's visits, if any, at the Project site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. The Engineer and/or his representative will not supervise, direct or have control over Contractor's work during such visits or as a result of such observations of Contractor's Work, nor will we have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor's furnishing and performing the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. Accordingly, we will neither guarantee the performance of any Contractor nor assume responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

- a. *Jobsite Safety:* Neither the professional activities of the Engineer, or the presence of the Engineer or its employees and sub-consultants at the construction site / Project site, shall impose any duty on the Engineer, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Engineer and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the Contractor shall be solely responsible for jobsite safety, and warrants the intent shall be carried out in the Client's contract with the Contractor. The Client also agrees that the Contractor shall defend and indemnify the Client, the Engineer and the Engineer's sub-consultants and they shall be made additional insureds under the Contractor's policies of general liability insurance.
- b. *Inspections and Tests:* The Engineer will require special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- c. *Defective Work:* The Engineer will recommend to Client that the Contractor's Work be rejected while it is in progress if, on the basis of Engineer's or his representative's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- d. *Disagreements between Client and Contractor:* The Engineer will render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work

or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Client or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decision, Engineer shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Fee Basis

We propose to complete our work for Basic Services described herein for the lump sum amounts or hourly, not-to-be exceeded, amounts as scheduled below. Hourly, not-to-exceed amounts shall be determined in accordance with our Hourly Fee Schedule. No fee amount may be exceeded without prior written approval from the Client.

<u>Task No.</u>	<u>Description</u>	<u>Fee Basis</u>
1	Engineering Design & Permitting	Lump Sum \$ <u>129,500</u>
2	Contract Admin/Construction Review	Lump Sum \$ <u>82,500</u>

Total Estimated Fee, Task 1-2 = \$212,000

Additional Services

Services not included within the Basic Scope of Services above, which are considered Additional Services, are specifically excluded from the Scope of the Engineer's services but can be provided on an hourly basis in accordance with our Hourly Fee Schedule or as agreed to in writing by the Client and the Engineer. Additional Services include, but are not limited to, the following:

- a. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing; and revising previously accepted reports, Drawings or Specifications, or other project related documents when such revisions are required by changes in Laws and regulations enacted subsequent to the date of this proposal or are due to any other causes beyond Engineer's control.
- b. Services required as a result of Client providing incomplete or incorrect Project information to Engineer.
- c. Furnishing services of Engineer's Sub-Consultants, if any, for other than Basic Services.
- d. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to construction management, cost estimating, project peer review, value engineering, and constructability review requested by Client; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- e. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Client for the Work or a portion thereof.

- f. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- g. Providing Construction Phase services beyond the construction Contract Times.
- h. Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration will be charged at hourly rate multiplied by 1.25. Actual time for deposition, trial testimony or arbitration including travel time will be charged at hourly rate multiplied by 2.0. Reimbursable expenses will be charged at actual cost multiplied by 1.15.
- i. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Client and not specifically provided in the Basic Services.
- j. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Client so as to make compensation commensurate with the extent of the Additional Services rendered.
- k. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
- l. Additional or extended services made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Hazardous Materials and/or Environmental Conditions (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials), (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- m. Reviewing Shop Drawings more than two (2) times as a result of repeated inadequate submissions by Contractor. In such an event, the Engineer shall prepare a Change Order for the Client that will deduct the cost of these Additional Services from the Client's contract with the Contractor.
- n. Archeological and Historical Preservation consulting;
- o. Delineating wetlands or flood plain determinations.
- p. U.S. Army Corps of Engineering Permitting;
- q. Providing topographic surveys or construction surveys and/or staking to enable Contractor to perform its work and any type of property or boundary surveys or easements or related engineering or surveying services needed for the transfer of interests in real property; and providing other special field surveys not specifically detailed in the Basic Services.
- r. Assistance with funding alternative including, but not limited to, loan/funding applications, grant writing, engineering reports, rates studies, etc. unless specifically included in the Basic Services;
- s. Environmental Surveys including, but not limited to, wetlands, endangered species, cultural resources, historic preservation resources or special sub-consultants for permits; work related to obtaining a NONSI.
- t. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services;
- u. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement.
- v. All permit fees

Hourly Fee Schedule

The hourly fee schedule is reflected in the original proposal letter dated March 19, 2018.

Reimbursable Expenses/Sub-Consultants

There are no fees for reimbursable expenses from Carter & Sloope, Inc. for the Basic Services of the Engineer. All costs associated with normal travel, meals, printing/reproduction, etc. are included in

October 17, 2022

our lump sum fees on/or hourly; however, direct reimbursable expenses for Additional Services, if any, including, but not limited to, fees from sub-consultants.

If you have any questions or concerns regarding our proposed Scope of Work and/or proposed fee schedule, please contact me. I would welcome the opportunity to discuss this with you. If the Scope of Services is acceptable, please sign, date, and return one (1) copy to us for our files. Once approved, Carter & Sloope can begin work on this project immediately.

Sincerely,



Matt Smith, P.E.

cc: File

Client Acceptance:

I hereby acknowledge review of this Scope of Services and authorize Carter & Sloope, Inc. to proceed with the work defined in this agreement.

Signature

Date

Title

TERMS AND CONDITIONS

The Client hereby accepts the following general terms and conditions ("Terms and Conditions") applicable to Carter & Sloope, Inc.'s performance of the services described in the attached Proposal (the "Services"):

- I. **Method and Terms of Payment:** Invoices will be submitted by Carter & Sloope, Inc. ("Carter & Sloope", "C&S", or "Engineer") monthly in proportion to services performed and are due upon receipt. Any amounts not paid by the Client within thirty (30) days of the date of such invoices shall be considered past due and shall accrue interest at a rate of one-and-one-half percent (1.5%) per month or the maximum allowed by law, whichever is less, of the past due amount per month until such time as such amounts are paid in full. Payment thereafter shall first be applied to accrued interest and then the unpaid principal. If the Client fails to make payment to the Engineer in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and the Engineer shall have the right, upon seven (7) days written notice, to suspend performance of all or part of the Services in accordance with Paragraph 2 "Suspension" until 1.) all past due amounts are paid, and 2.) satisfactory assurance of prompt future payment is received by the Engineer. The above right is in addition to all other rights and remedies Engineer may have at law or in equity including termination of this Agreement by the Engineer for cause in accordance with Paragraph 3 "Termination" herein.
 - A. *Collection Costs:* If the Client fails to make payments when due and the Engineer incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Engineer. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Engineer staff costs at standard billing rates for the Engineer's time spent in efforts to collect. This obligation of the Client to pay the Engineer's collection costs shall survive the term of this Agreement or any earlier termination by either party.
 - B. *Set-offs, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by the Engineer. Payment to the Engineer for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
 - C. *Disputed Invoices:* If the Client objects to any portion of an invoice, the Client shall so notify the Engineer in writing within seven (7) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Engineer's favor and shall be calculated on the unpaid balance from the date of the invoice.
 - D. *Legislative Action:* If after the Effective Date of this Agreement, any governmental entity takes legislative action that imposes taxes, fees or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Engineer for the cost of such invoiced new taxes, fees and charges in addition to the compensation agreed to herein.
2. **Suspension:** The Client may suspend all or part of the Project for up to ninety (90) days upon seven (7) days written notice to the Engineer. The Engineer may, after giving seven (7) days written notice to the Client, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of the Engineer. In the event the Project is suspended for period(s) totaling more than ninety (90) days, Client agrees to pay reasonable costs incurred by the Engineer in: 1.) preserving and documenting services performed or in progress, and 2.) demobilizing and remobilizing services. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Suspended projects may change in many ways due to the passage of time, changes in the size or environment, regulatory modifications, or other issues outside of Engineer's control. Engineer is not and shall not be responsible for any such changes, except to the responsibility or otherwise becomes aware of such issues and the Engineer may rely on information received from the Client or others regarding such issues. Upon payment in full by the Client, the Engineer shall resume services under this Agreement; however, a reassessment of the project scope, fee, and project schedule may be performed by the Engineer as an Additional Service. Upon the conclusion of the project reassessment, the time schedule and Engineer's compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the Engineer to resume performance.

3. **Termination:** In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay the Engineer for the services rendered and fees provided in the invoice and all reimbursable expenses incurred by the Engineer, its agents and subcontractors up to the termination date in accordance with the payment provisions of this Agreement. In the event of any termination that is not the fault of the Engineer, the Client shall pay the Engineer, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Engineer in connection with the orderly termination of this Agreement, including but not limited to demobilization, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, to assemble Project Materials in orderly files, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

The obligation to provide further services under this Agreement may be terminated as follows:

- A. *For Cause:* Either party may terminate the Agreement for cause upon giving the other party not less than thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
1. Assignment of this Agreement or transfer of the Project by either party to any other entity without prior written consent of the other party; or
 2. If, through any cause, the Engineer shall fail to fulfill in timely and proper manner any material obligations under this Agreement, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall thereupon give written notice to the Engineer of such failure, violation or breach. If Engineer has not or cannot remedy such failure, violation or breach within thirty (30) days of the giving of such notice by the Client, the Client shall thereupon have the right to terminate this Agreement by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Engineer under this Agreement shall, at the option of the Client subject to the requirements in Paragraph 11 herein, become its property and the Engineer shall be paid within fifteen (15) calendar days of termination for all services rendered and all reimbursable expenses incurred by the Engineer up to date of termination. Engineer shall have no liability to Client on account of such termination.
 3. Suspension of the Project or the Engineer's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate; or
 4. If Client demands that Engineer furnish or perform services contrary to Engineer's responsibilities as licensed professional; or
 5. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustment necessitated by such changes.
- B. *For Convenience:* Either party shall have the right to terminate this Agreement at any time for convenience and without cause upon thirty (30) days written notice.
4. **Changes:** The Engineer's commitment as set forth in this Agreement is based on the expectation that all of the services described in this Agreement will be provided. The Client may, from time to time, request changes in the scope of the services of the Engineer to be performed hereunder. In the event the Client elects to reduce the Engineer's Scope of Services, the Client hereby agrees to release, hold harmless, defend and indemnify the Engineer from any and all claims, damages, losses or costs associated with or arising out of such reduction in services. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Client and the Engineer, shall be incorporated in written amendments to this Contract.
5. **Personnel:** The Engineer represents that he has, or will secure at his own expense, the personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. All of the services required hereunder will be performed by the Engineer or his sub-consultants under his supervision and personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.
6. **Reports and Information:** The Engineer, at such times and in such forms as the Client may require, shall furnish the Client such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

7. **Certifications.** As used herein and throughout this Agreement, the words “certify” and/or “certification” shall mean an expression of the Engineering Consultant’s professional opinion to the best of its information, knowledge and belief, and therefore does not constitute a warranty or guarantee by the Engineer.
8. **Records and Audits.** The Engineer shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement. These records will be made available for audit purposes to the Client or any authorized representative, and will be retained for three years after, the expiration of this Contract unless permission to destroy them is granted by the Client.
9. **Findings Confidential.** All of the reports, information, data, etc., prepared or assembled by the Engineer under this Agreement are confidential and the Engineer agrees that they shall not be made available to any individual or organization without the prior written approval of the Client unless required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration.
10. **Standard of Care, Disclaimer of Warranties.** Engineer will strive to perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. **NO OTHER REPRESENTATION AND NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT.**
11. **Ownership of Documents & Copyright.** All documents, including electronic files, prepared or furnished by Engineer are instruments of service, and Engineer retains all common law, statutory and other reserved rights, ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. The Client may make and retain copies of them for information and reference in connection with the use of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used by others unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration. The Client agrees not to distribute, publish or otherwise disseminate Engineer’s documents without first obtaining Engineer’s prior written consent. The Client may request and negotiate with the Engineer to acquire ownership of the documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Engineer, Client agrees: 1.) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client’s sole risk and without liability to engineer, and 2.) Client will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Engineer may retain copies of all documents for its files. Electronic communications and CADD data transferred by Email, websites or computer disks (collectively “E-Data”) are provided only as an accommodation by Engineer for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverable. Client agrees to indemnify and hold harmless Engineer from and against Client, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.
12. **Third-Party Beneficiaries and Reliance Upon Documents.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against either the Client or the Engineer. Engineer’s performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client’s benefit and use. No party may claim under this Agreement as a third-party beneficiary, unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation or arbitration. Client agrees not to distribute, publish or otherwise disseminate Engineer’s Documents, without first obtaining Engineer’s prior written consent. No third-party may rely upon Engineer’s documents or the performance or non-performance of services unless Engineer has agreed to such reliance in advance and in writing. The Client and Engineer agree to require a similar provision in all contracts with contractors, subcontractors, sub consultants, vendors and other entities involved in this Project to carry out the intent of this provision.
13. **Compliance with Local Laws.** The Engineer shall exercise usual and customary professional care in its effort to comply with applicable laws, codes and regulations as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Engineer to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
14. **Public Responsibility.** Both the Client and the Engineer owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. The Client shall make no request of the Engineer that, in the Engineer’s reasonable opinion, would be contrary to the Engineer’s professional responsibilities to protect the public. The Client shall take all actions and render all reports required of the Client in a timely manner. Should the Client fail to take any required actions or render any required notices to appropriate public authorities in a timely manner, the Client agrees that the Engineer has the right to exercise its professional judgment in reporting to appropriate public officials or taking other necessary action. The Client agrees to

take no action against or attempt to hold the Engineer liable in any way for carrying out what the Engineer reasonably believes to be its public responsibility. Furthermore, the Client agrees the Engineer shall not be held liable in any respect for reporting said conditions. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and sub-consultants (collectively, Engineer) against all damages, liabilities or costs arising out of or in any way connected with the Engineer's notifying or failing to notify appropriate public officials.

15. **Accessibility.** It is recognized that the Client has certain obligations under local, state and Federal accessibility laws and regulations that could affect the design of the Project. It is further recognized that Federal accessibility laws and regulations are not part of, or necessarily compatible with, State or local laws, codes and regulations governing construction. Consequently, the Engineer will be unable to make recommendations or professional determinations that will ensure compliance with the Federal accessibility laws and regulations, and the Engineer shall, accordingly, not have any liability to the Client in connection with the same. The Engineer strongly advises the Client to obtain appropriate legal and financial counsel with respect to compliance with the appropriate disability access laws. The Engineer will endeavor to design for accessibility by persons with disabilities in conformance with the provisions and references in applicable State or local building codes and the technical design requirements of the Americans with Disabilities Act (ADA) and/or the Fair Housing Act (FHA) in effect as of the date of completion of the design to the extent those statutes apply to the Project. The Client will determine the full extent of its obligations under the ADA and Fair Housing Act Amendments (FHAA), including whether the ADA and/or the FHAA apply to the Project, the extent that modifications are readily achievable under the ADA, and the extent that modifications to improve disability access are necessary during an alteration and provide the Engineer with such information. The Client acknowledges that it has been advised by the Engineer to retain a consultant (Accessibility Consultant) to review the project plans, specifications, and construction for compliance with the Americans with Disability Act, the Fair Housing Act, and other Federal, state, and local accessibility laws, rules, codes, ordinances, and regulations (hereinafter referred to as "Accessibility Issues"). If Client fails to retain an Accessibility Consultant, the Client agrees to release defend, indemnify and hold harmless the Engineer, its officers, directors, employees and subconsultants (collectively, Engineer) from any claim, damages, liabilities or costs arising out of or in any way connected with Accessibility Issues.
16. **Specification of Materials.** The Client understands and agrees that products or building materials that are permissible under current building codes and ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous and/or defective characteristics. The Engineer is only expected to meet current industry standards and may rely on manufacturers' information and representations. The Client agrees that if any product or material specified for this Project by the Engineer shall, at any future date be suspected or discovered to be defective or a health or safety hazard, then the Client shall waive all claims as a result thereof against the Engineer. The Client further agrees that if the Client directs the Engineer to specify any product or material after the Engineer has informed the Client that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Client waives all claims as a result thereof against the Engineer, and the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising in any way from the specification or use of any products or materials which, at any future date, become known or suspected health or safety hazards
17. **Opinions or Estimates of Costs.** If included in the Services, the Engineer will provide preliminary opinions of probable costs of materials, installation, remediation or construction and/or total project costs based on the Engineer's experience on similar projects, which are not intended for Client's or others' use in developing firm budgets or financial models, or making investment decisions. Client agrees that any opinion of cost is still merely an estimate.
18. **Limit of Liability.** The inclusion of this Limitation of Liability provision is a material consideration for the Engineer's willingness to perform the services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that, to the fullest extent permitted by law, Client and Engineer: 1.) waive against each other, and the other's employees, owners, partners, officers, directors, shareholders, agents, insurers, and sub-consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs arising out of, resulting from, or in any way related to the Project; and 2.) **agree that Engineer's total aggregate liability to Client under this Agreement shall be limited to the total amount of compensation received by Engineer on this Project or \$50,000, whichever is greater.** This limitation shall apply to any and all liability regardless of the cause of action or legal theory placed or asserted unless otherwise prohibited by law. Upon Client's request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit. Client and Engineer agree to limit liability to the other in the following respects to the fullest extent permitted by law: Neither party will have liability to the other for any specials, indirect or consequential, incidental, exemplary, or penal losses or damages including, but not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, unavailability of the other party's property or facility, shutdowns or

service interruptions, and any other consequential damages or claims related to the Project that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

19. **Insurance.** Throughout the term of this Agreement, Engineer shall maintain insurance in amounts not less than shown:
- | | |
|---------------------------|--|
| a) Worker's Compensation | Statutory amount where services are performed |
| b) Automobile | \$1,000,000 combined single limit |
| c) General Liability | \$1,000,000 per occurrence / \$2,000,000 General Aggregate |
| d) Professional Liability | \$1,000,000 per claim and aggregate |
| e) Excess Umbrella | \$5,000,000 on "b" & "c" |

Client agrees to require all third parties engaged by or through Client in connection with the Project to provide Engineer with current Certificates of Insurance Endorsed to include Engineer as an additional insured on their "b", "c" and "e" policies of insurance and authorizes Engineer to enforce this provision directly with all Project related third parties.

20. **Indemnification.**

- A. Indemnification of Client: Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors and employees from and against any and all liabilities, damages, expenses (including without limitation reasonable attorney's fees) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.
- B. Indemnification of Engineer: To the extent allowed to a municipality by Georgia law and subject to the provisions and limitations of this Agreement, Client agrees to defend, indemnify and hold harmless Engineer from and against any and all claims by third parties related to services provided by Engineer under this Agreement, and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

21. **Dispute Resolution.** Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The Client and the Engineer further agree to include a similar mediation performed with rules as established by The American Arbitration Association provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement. The laws of the State of Georgia will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of the State of Georgia and Engineer and Client both hereby waive any right to initiate any action in or remove any action to, any other jurisdiction.
22. **Severability.** This agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approval of Proposal to Design an Upgrade to North Avenue

AGENDA DATE: November 08, 2022

DATE PREPARED: October 27, 2022

PREPARED BY: Tom Barber

AMOUNT: TBD

GL ACCOUNT #: N/A

FUNDING SOURCE: Carroll SPLOST

BUDGETED ITEM? No

PURPOSE: To approve a proposal from Falcon Design Consultants to design an upgrade to North Avenue.

BACKGROUND: The City intends to upgrade the water line along North Avenue and Elm Circle to improve fire flow. We will also be installing new service lines from the main to the meter and will damage much of the existing road's surface. After the water line has been installed we would like to completely rebuild the road, add curb and gutter and, where practical, build a sidewalk. We water line project will be funded via a GEFA loan, but the road project will need to come from a variety of sources: Carroll SPLOST, the General Fund, grants, etc.

STAFF RECOMMENDATION: Staff recommends approval. North Avenue is currently one of only ten roads in the City located on the north side of Highway 78 that provides north-south access.

IMPACT: Staff believes an upgraded water line along North Avenue will improve fire flow but will make an upgrade of the road surface also necessary. Completion of these two projects will greatly enhance our ability to move between downtown and the area surrounding the hospital.

MOTION: I move to authorize the Mayor to execute the proposal from Falcon Design Consultants to design an upgrade to North Avenue and Elm Circle.



October 25, 2022

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

RE: North Avenue and Elm Drive, City of Villa Rica, GA

Dear Mr. Barber:

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

Project Scope & Fees

1. Concept Plan: \$7,800.00

- Concept plan is based on GIS contours, GIS boundary and other information provided by client.

2. Survey Database Preparation: \$17,000.00

- Supplement survey information provided by city.
- Work to include topographic survey using LIDAR Drone Technology and two man field crew.

**Client should notify the consultant if there are rock croppings, debris fields, stockpiles, or above ground structures that would need to be surveyed by a field survey crew. LiDAR scans will be referenced to State Plane Coordinate System (Georgia West NAD83 2011 Adjustment) and NAVD88 using eGPS Network. Scan data will be collected from approximately 170 feet above ground level and classified to generate a bare earth model. Deliverables include CAD file with 2-foot contours and surface produced by Civil 3D 2018 (Pointcloud data in LAZ format available, if requested). FDC is not responsible for the information or lack of information (including, but not limited to infrastructure, easements, buffers, flood, wetlands, and etc. locations) shown in CAD files, final plats, as-builts, or other files/documents provided by client or obtained through government websites. Client shall review prior to purchase or construction and notify FDC of any discrepancies.*

3. Right of Way/Construction Easement Plans: \$28,000.00

- Includes resolving boundaries of affected parcels and production of right of way and easement acquisitions exhibit and legal descriptions.

4. Utility Survey: \$7,000.00

- Locate existing utilities along project.
- Underground utility performed by Utilisurvey, LLC.
- Survey crew will survey locate the painted underground utilities.

5. Wetland/Stream Delineation: \$3,000.00

- Wetlands and waters of the US are under the jurisdiction of the US Army Corps of Engineers (USACE). The jurisdiction of the USACE is defined at Title 33 Code of Federal Regulations Part 328.3 and other guidance and policy. The USACE jurisdiction in the North Georgia region includes freshwater ponds, lakes, rivers, streams, and wetlands. Definition of these jurisdictional areas can be found in the back of the current Nationwide Permit regulations on the USACE website. Our work would involve field delineation, hanging sequentially numbered surveyors ribbon at the first wetland/upland or stream/upland interface, marking jurisdictional streams, and collection of data for

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

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

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

in-house use and that we could later use if we are asked to seek agency verification. In addition to our identification of aquatic areas that we believe to be jurisdictional to the USACE, we would also identify "Buffered Waters of the State" that would be regulated by the Georgia Environmental Protection Division through the Erosion and Sedimentation Act of 1975 (OCGA 12-7-1) and the Stream Buffer Variance Process.

- Work is to be performed by Nelson Environmental, Inc.

6. Construction Documents:

\$76,000.00

FDC will develop construction plans for the project. Drawings will include the site plan showing the overall site improvements and construction details. Construction plans will typically include the following:

- General Site Plan
- Grading and Drainage Plan
- Utility Plan
- Storm Drain Profiles
- Erosion Control Plans
- Construction Details

7. Stormwater Management Report (If Required):

\$12,000.00

8. Engineer's Estimate of Probable Cost:

\$4,500.00

- FDC will prepare an estimated cost based on quantities from the GDOT approved construction drawings for the City's review.

Reimbursable Expenses:

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

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

Additional Services

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

- Modifications to previously approved work "Change of Scope"
- Submittal Fees (Review/Recording)
- Landscape/Hardscape Plan
- Traffic Study

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

Contract Conditions

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

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

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

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

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

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

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

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

Sincerely,
Falcon Design Consultants, LLC



Adam L. Price, P.E.
Managing Partner



John Palmer
President

Accepted and Agreed:

Signature

Title

Date

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

City of Villa Rica



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

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

CITY COUNCIL MEETING MINUTES

Holt-Bishop Justice Center, 101 Main Street
Tuesday, October 4, 2022 | 6:00 pm

Meeting Call to Order (Mayor Gil McDougal)

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

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

Invocation: Chaplain Chris Tanton

Pledge of Allegiance: Chief Michael Mansour

Ceremonial Presentations:

- City Manager Tom Barber recognized Bobby Elliott for 5 Years of Service as City Engineer and Public Works Director. Mr. Elliott announced he would be retiring on February 3, 2023, and will continue to work 2-3 days a week with the city in some capacity.
- Community Development Tracy Jarvis recognized Robert Francis for 10 Years of Service with Code Enforcement.

Adoption of the Agenda (Mayor Gil McDougal)

Councilman Danny Carter moved to adopt the agenda as presented.

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

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.)

Two citizen and one city employee came forward to speak – Wesley Whitener and Lena Taylor, Human Resources Director.

Council Updates (Subjects of General Interest and Concern)

Councilwoman Leslie McPherson thanked Bobby Elliott and Robert Francis for their years of service, and she thanked the Planning and Zoning members for volunteering their time. She also reported that she is trying to speak to Brian Sullivan (Dollar General) about the new store on Hwy 61 and Punkintown Road that was to have fresh produce and vegetables but does not. Councilwoman McPherson thanked the owners of the old

millhouses and old historic homes that have been restored. She also stated that she had met with our GDOT representative to talk about the roundabout at Hwy 61 and Punkintown Road. The roundabout will soon get reflective devices that are needed and discussed what the city needs to do with the crosswalks around town.

A. Consent Agenda (Mayor Gil McDougal)

1. Acceptance of Deed of Gift of 46 Acres
2. Amendment to the Old Town Revitalization Plan
3. Approve 5% Cost of Living Adjustment
4. Partial City Copier Replacement
5. 2022 Mural Request via the Georgia Mural Trail Project
6. Change Order #1 for Pump Station and Manhole Rehabilitation Project
7. Acceptance of Street Dedication for Meadowlark Drive
8. Approval of updated Utility Rates to be effective January 1, 2023
9. Resolution of Support – Improving Neighborhood Outcomes in Disproportionally Impacted Communities Program Grant Application and Match Commitment
10. Escrow Agreement with Fuqua Acquisitions II, LLC

Motion: Councilman Danny Carter moved to adopt the revised Consent Agenda.

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

B. Governing Body (Mayor Gil McDougal)

1. Development Agreement with Fuqua Acquisitions II, LLC (C. David Mecklin, City Attorney)
One addition was made to the Development Agreement with Fuqua Acquisitions II, LLC under #3 that states “The city may exchange the funds in escrow with funds in an equal amount from another source, i.e. bond funds, at any time.”

Motion: Councilman Danny Carter moved to authorize the City Manager to establish an account with Synovus Bank and to deposit the sum of \$7,208,947 in said account to serve as an escrow fund to pay costs incurred pursuant to the City’s Development Agreement with Fuqua Acquisitions II, LLC. I further moved that the Mayor and City Manager be authorized to execute the Development Agreement between the City and Fuqua Acquisitions II, LLC at attached to the council packet, as amended.

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

2. Approval of Special Called Meeting Minutes of August 23, 2022

Motion: Councilwoman Leslie McPherson moved to approve the Special Called Meeting Minutes of August 23, 2022.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Leslie McPherson, Councilwoman

SECONDER: Anna McCoy, Councilwoman
AYES: McPherson, McCoy, Marchman, Carter, Momtahan

3. Approval of Special Called Meeting Minutes of August 30, 2022

Motion: Councilwoman Leslie McPherson moved to approve the Special Called Meeting Minutes of August 30, 2022.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Leslie McPherson, Councilwoman
SECONDER: Anna McCoy, Councilwoman
AYES: McPherson, McCoy, Marchman, Carter, Momtahan

4. Approval of Council Meeting Minutes of September 13, 2022

Motion: Councilwoman Shirley Marchman moved to approve the Council Meeting Minutes of September 13, 2022.

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

5. Approval of Special Called Meeting Minutes of September 20, 2022

Motion: Councilwoman Shirley Marchman moved to approve the Special Called Meeting Minutes of September 20, 2022.

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

C. Community Development (Tracy Jarvis, Director)

1. VA-13-22 – 395 West Bankhead Highway – Stream Buffer Variance and Public Hearing

(Ronald Johnson, Planning and Zoning Specialist)

MQSK, LLC of Villa Rica, GA requested a variance for an encroachment of 9,235 square feet into the 75' stream buffer and 2,552 square feet within the 50' stream buffer in order to construct a 1,300 square foot Little Caesar's restaurant, a gasoline service station with a canopy and a 3,250 sq. ft. convenience store.

Public Hearing: No one came forward to speak.

Motion: Councilman Danny Carter moved to table to the November meeting.

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

2. Amendment to Section 7.02 – Offstreet Parking and Loading (Contained in the City of Villa Rica Zoning Code) and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)
The proposed amendment is to revise parking space size requirements, which is currently 10' x 20', and remove all applicable illustrations showing such parking space sizes for 45 degree, 60 degree and 90 degree parking orientations in favor of referencing standards already in existence in the Development Code that call for 9' x 18' spaces.

Public Hearing: Michael Young came forward to speak.

Motion: Councilman Danny Carter moved to table to the November meeting.

RESULT:	ADOPTED (VOTE: 4-1)
MOVER:	Danny Carter, Councilman
SECONDER:	Anna McCoy, Councilwoman
AYES:	Carter, McCoy, Marchman, Momtahan
NAYS:	McPherson

3. Amendment to Section 9.04 – Nonresidential Design Standards (Contained in the City of Villa Rica Zoning Code) and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)
The proposed amendment is to exempt industrial developments from providing offsets and projections on façade walls. Staff also proposes to clarify wordage related to storefront transparency as related to industrial buildings.

Public Hearing: No one came forward to speak.

Motion: Councilwoman Leslie McPherson moved to approve the proposed amendment to Section 9.04 of the City of Villa Rica Zoning Ordinance as attached hereto.

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

4. Amendment to Section 7.08 – Tree Conservation, Buffers, and Landscaping Compliance (Contained in the City of Villa Rica Zoning Code) and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)
The proposed amendment is to exempt industrial developments from providing offsets and projections on façade walls. Staff also proposes to clarify wordage related to storefront transparency as related to industrial buildings.

Public Hearing: No one came forward to speak.

Motion: Councilman Danny Carter moved to table to the November meeting.

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

5. ALT-02-22 – 200 Walton Way – Walton Trail – Alteration to Planned Unit and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)

Walton Communities, LLC of Marietta, GA requested an Alteration to a Planned Unit Development located at 200 Walton Way (Parcel # V04 0060001) in order to increase units, density, open space and number of parking spaces, and to incorporate a neighboring lot (615 Old Town Road) into the plan for additional space.

Public Hearing: Michael Young came forward to speak.

Motion #1: Councilman Matthew Momtahan moved to approve the Alteration to PUD application as presented by Walton Communities, LLC for property located at 200 Walton Way.

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

Motion #2: Councilman Danny Carter moved to rezone 615 Old Town Road from Single-Family Urban (R2) to Planned Unit Development (PUD).

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

Motion #3: Councilman Danny Carter moved for staff to make the necessary changes to the zoning map in order to reflect the change of zoning for 615 Old Town Road.

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

D. Finance (Jennifer Hallman, Finance Director)

Deputy City Manager Sarah Andrews gave a Financial Update of August 2022.

E. City Manager's Report (Tom Barber)

City Manager Tom Barber discussed ongoing city projects.

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

City Attorney announced the Council will go into Executive Session to discuss the following:

1. To discuss or vote to enter into a contract to purchase, dispose of, or lease real estate subject to approval in a subsequent public vote as provided in Georgia Code section 50-14-39(b)(1)(D).
2. Meeting to discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee as provided in Georgia Code section 50-14-3(b)(2).

Motion: Councilman Danny Carter moved to go into executive session.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman

SECONDER: Shirley Marchman, Councilwoman
AYES: Carter, Marchman, McPherson, Momtahan, McCoy

Executive Session Action: City Attorney David Mecklin reported that no action was taken in executive session that needs to be voted on in public by the Council.

Motion: Councilman Danny Carter moved to go back into regular session.

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

Adjournment: Councilwoman Shirley Marchman moved to adjourn, seconded by Councilman Danny Carter.. The vote was unanimous. Mayor Gil McDougal adjourned the meeting.

Mayor Gil McDougal

City Clerk Alisa Doyal

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

City of Villa Rica



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

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

SPECIAL CALLED COUNCIL MEETING MINUTES

City Hall, 571 W Bankhead Hwy.
October 14, 2022 | 9:00 AM

Meeting Call to Order (Mayor Gil McDougal)

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

Absent: Councilwoman Anna McCoy.

Adoption of the Agenda Councilman Danny Carter moved to adopt the agenda.

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

A. Governing Body

1. Purchase of Mitigation Credits for Creel Crossing Mirror Lake Connector. Councilman Danny Carter moved to authorize the purchase of 1,836 stream credits for \$275,400 from the Pine Mountain Mitigation Bank.

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

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

No one came forward to speak.

C. Adjournment: Councilwoman Anna McCoy moved to adjourn, seconded by Councilwoman Shirley Marchman. The vote was unanimous. Mayor Gil McDougal adjourned the meeting.

Mayor Gil McDougal

City Clerk Alisa Doyal



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2023 Meeting Calendar

AGENDA DATE: 11-8-2022

DATE PREPARED: 10-27-2022

PREPARED BY: Sarah Andrews

PURPOSE: To discuss and approve the 2023 Meeting Calendar.

BACKGROUND:

2018 – January to September

Work Session Thursday at 3pm.

Voting Meeting 1st Tuesday at 6pm.

October to December

No Work Session.

Voting Meeting 2nd and 4th Tuesday at 6pm.

2019 – January to December

No Work Session.

Voting Meeting 2nd and 4th Tuesday at 6pm.

2020 – January to December

Work Session 2nd Tuesday at 5pm.

Voting Meeting 2nd Tuesday at 6pm.

July to December

Work Session Thursday at 3pm.

Voting Meeting 2nd Tuesday at 6pm.

2021 – January to December

Work Session 2nd Tuesday at 3pm.

Voting Meeting 2nd Tuesday at 6pm.

2022 – January to December

Work Session 2nd Tuesday at 10am.

Voting Meeting 2nd Tuesday at 6pm.

Some suggestions that have come from the elected officials:

- Keep it as it is.
- Tuesday Work Session at 1pm and Tuesday Voting Meeting at 6pm.
- At least one day between Work Session and Voting Meeting.
- Thursday Work Session at 4pm and Tuesday Voting Meeting at 6pm.

STAFF RECOMMENDATION: To keep the Work Session and the Voting Meeting on the same day. If we have the meetings on separate days, we will need to amend the budget for paying Gradick for 12 additional meetings.

MOTION:

I move to approve the **Option 1** 2023 Meeting Calendar.

I move to approve the **Option 2** 2023 Meeting Calendar.



City of Villa Rica

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

2023 City Council Meeting Schedule – Option 1

DESCRIPTION	WORK SESSION	MEETING	AGENDA DEADLINE
January Monthly Meeting	1/10/23 at 1pm	1/10/23 at 6pm	12/29/22 at 5pm
February Monthly Meeting [^]	2/7/23 at 1pm	2/7/23 at 6pm	2/2/23 at 5pm
March Monthly Meeting	3/14/23 at 1pm	3/14/23 at 6pm	3/2/23 at 5pm
April Monthly Meeting	4/11/23 at 1pm	4/11/23 at 6pm	3/30/23 at 5pm
May Monthly Meeting	5/9/23 at 1pm	5/9/23 at 6pm	4/27/23 at 5pm
June Monthly Meeting	---	---	---
July Monthly Meeting	7/11/23 at 1pm	7/11/23 at 6pm	6/29/23 at 5pm
August Monthly Meeting	8/8/23 at 1pm	8/8/23 at 6pm	7/27/23 at 5pm
September Monthly Meeting	9/12/23 at 1pm	9/12/23 at 6pm	8/31/23 at 5pm
October Monthly Meeting*	10/3/23* at 1pm	10/3/23* at 6pm	9/28/23 at 5pm
November Monthly Meeting	11/14/23 at 1pm	11/14/23 at 6pm	11/2/23 at 5pm
December Monthly Meeting	12/12/23 at 1pm	12/12/23 at 6pm	11/30/23 at 5pm

[^]February monthly meeting moved to first Tuesday of the month due to a holiday.

*October monthly meeting moved to first Tuesday of the month due to school break.

2023 City Council Meeting Schedule – Option 2

DESCRIPTION	WORK SESSION	MEETING	AGENDA DEADLINE
January Monthly Meeting	1/5/23 at 4pm	1/10/23 at 6pm	12/29/22 at 5pm
February Monthly Meeting [^]	2/2/23 at 4pm	2/7/23 at 6pm	2/2/23 at 5pm
March Monthly Meeting	3/9/23 at 4pm	3/14/23 at 6pm	3/2/23 at 5pm
April Monthly Meeting	4/6/23 at 4pm	4/11/23 at 6pm	3/30/23 at 5pm
May Monthly Meeting	5/4/23 at 4pm	5/9/23 at 6pm	4/27/23 at 5pm
June Monthly Meeting	---	---	---
July Monthly Meeting	7/6/23 at 4pm	7/11/23 at 6pm	6/29/23 at 5pm
August Monthly Meeting	8/3/23 at 4pm	8/8/23 at 6pm	7/27/23 at 5pm
September Monthly Meeting	9/7/23 at 4pm	9/12/23 at 6pm	8/31/23 at 5pm
October Monthly Meeting*	9/28/23* at 4pm	10/3/23* at 6pm	9/28/23 at 5pm
November Monthly Meeting	11/9/23 at 4pm	11/14/23 at 6pm	11/2/23 at 5pm
December Monthly Meeting	12/7/23 at 4pm	12/12/23 at 6pm	11/30/23 at 5pm

[^]February monthly meeting moved to first Tuesday of the month due to a holiday.

*October monthly meeting moved to first Tuesday of the month due to school break.



CITY OF VILLA RICA

City Council Packet

SUBJECT: VA-13-22 – 395 West Bankhead Highway –Stream Buffer Variance

CITY COUNCIL AGENDA DATE: November 8th, 2022

DATE: September 27, 2022

PREPARED BY: Ronald Johnson, Planning and Zoning Specialist

FISCAL IMPACT: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: MQSK, LLC of Villa Rica, GA is requesting a variance for an encroachment of 9,235 square feet into the 75' stream buffer and 2,552 square feet within the 50' stream buffer in order to construct a 1,300 square foot Little Caesar's restaurant, a gasoline service station with a canopy, and a 3,250 sq. ft. convenience store.

BACKGROUND: The applicant proposes to construct a gasoline station, restaurant and convenience store, which are all permitted uses in the Commercial Low-Density (C1) Zone. The applicant states that the purpose of the request is because the encroachment will allow the site to be developed as proposed and will address stormwater quality and control through on-site improvements.

STAFF RECOMMENDATION: DENIAL

Reasons: The applicant's plans to increase impervious coverage and impact the stream buffers is significant. The applicant's request covers approximately 22.5% of the total site area, which is one of the highest, if not the highest, percentages of total site area approved in a variance application concerning stream buffers. This calculation does not include the state's 25' buffer. The precedent set for such a large variation is met with concern by staff until a water quality system and stormwater plans are reviewed in detail.

PLANNING COMMISSION: N/A

MOTION:

- (1) I move to deny the variance request by MQSK, LLC of Villa Rica, GA to encroach into the city's 75' stream buffer by 9,235 square feet.
- (2) I move to deny the variance request by MQSK, LLC of Villa Rica, GA to encroach into the city's 50' stream buffer by 2,552 square feet.



Date: August 11, 2022

To: City of Villa Rica
Zoning Department

Subject: 395 West Bankhead Highway
Villa Rica, Georgia
Stream Buffer Variance Request
Carroll County

To Whom it May Concern,

We are providing this letter of explanation to support our request for a Stream Buffer Variance for the property located at 395 West Bankhead Highway in the City of Villa Rica, Georgia. This property is located in the Village Residential District, and it is currently developed with an existing vacant building and partially demolished structure where the slab is still intact. The site is predominately paved with asphalt. We are proposing to redevelop the 1.2-acre lot with a new 3,250 square-foot convenience store and new fuel pumps as shown on our provided site plan.

This parcel is triangular and has a stream that is located along the north and west property lines. A storm conveyance system located at the northeast corner of the lot outfalls into this stream. The site is in poor condition and has multiple utilities that need stabilization and repair. There are currently no water quality or water quantity mitigation measures for this site in place and the stream buffers are significantly impacted by the existing structures and pavement.

The existing encroachment into the 25-foot state buffer is approximately 1,855 square feet. We propose to reduce the encroachment to 213 square feet. The existing 50-foot buffer encroachment is approximately 8,945 square-feet and the proposed encroachment is reduced to approximately 2,552 square-feet. The 75-foot buffer is completely paved in the exiting condition. The existing 75 square feet encroachment is 10,880 square feet and we propose to reduce the encroachment to 9,235 square feet. Please refer below to the table below:

BUFFER ENCROACHMENT			
BUFFER	ENCROACHMENT AREA (S.F.)		
	EXISTING	PROPOSED	TOTAL REDUCTION
25-FOOT	1855	213	1642
50-FOOT	8945	2552	6393
75-FOOT	10880	9235	1645



Without relief from the 50-foot and 75-foot stream buffers and taking into consideration the required building set-backs, a hardship is created that renders the property undevelopable.

If the requested variance is granted, improved landscaping and stormwater management mitigation can be achieved with improvements via an underground water quality system and by providing enhanced landscaping strips and buffer areas.

The proposed improvements to the site have the potential to greatly improve the site and its character for the surrounding area. In addition to mitigating water quality and landscaping, which do not currently exist on the site, the proposed improvements will design for stream bank protection that does not currently exist and will allow for discharge mitigation that is not currently in place.

If granted, the proposed variance will not create or cause excessive or burdensome use of existing infrastructure, transportation facilities, or schools, and will have no adverse effects on the environment or surrounding natural resources.

We appreciate your consideration of our request.

Please contact me anytime with questions or thoughts you may have and thank you.

Sincerely,

Amanda Kathleen Woodruff, P.E.



APPLICATION FOR VARIANCE/APPEAL

☐ APPEAL ☒ VARIANCE

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

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

Date of Application: 07/29/2022

APPLICANT

Applicant Name: MQSK LLC

Address: 395 West Bankhead Hwy City: Villa Rica State: GA Zip: 30180

Phone: (404-610-6630) Fax: () - Email: office@ataiconstruction.com

Agent Name: Rohail Hada

Address: 1400 Indian Trail Lilburn Road City: Norcross State: GA Zip: 30093

Phone: (404-610-6630) Fax: () - Email: hadarohail@gmail.com

Owner Name (If different from applicant): _____

Address: 395 West Bankhead Hwy City: Villa Rica State: GA Zip: 30180

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

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

VARIANCE OR APPEAL INFORMATION

Address of Variance or Appeal Location: 401 West Bankhead Hwy, Villa Rica, GA, 30180

I, MQSK LLC, hereby state that all of the above statements and statements contained in the documents submitted with this application are true. I hereby request processing of this application.

Signature of Applicant

08/12/2022

Date



CASE # _____
VARIANCE/APPEAL

Required Materials to Accompany the Application

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

Variance:

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

Appeals from Staff Determinations:

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

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

678.785.1004 (T)
770.459.7003 (F)

For Department Use Only

Case No: _____

Filing Fee: _____

Date Received: _____

Pre-Application Conf: _____

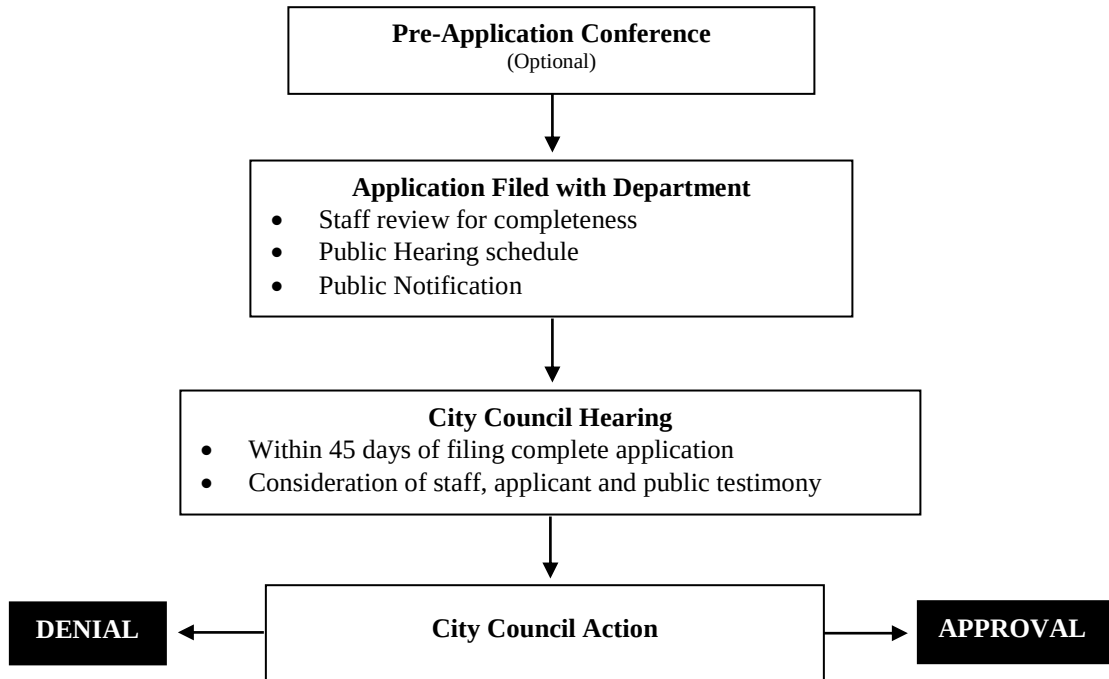
Staff Comments/Findings: _____

Action and Date: _____



CASE # _____
VARIANCE/APPEAL

PROCESS



STATE OF GEORGIA

COUNTY OF Dallas

AFTER RECORDING RETURN TO
ROBERT L. LANEY, ESQ. (2644.22-3)
SLUTZKY, WOLFE AND BAILEY, LLP
2255 CUMBERLAND PARKWAY
BUILDING 1300
ATLANTA, GEORGIA 30339-4517

LIMITED WARRANTY DEED

THIS DEED made this 26th day of February 2018, between L. Sherman Strickland ("Grantor") and MQSK, LLC, a Georgia limited liability company ("Grantee") (the terms Grantor and Grantee to include their respective heirs, successors and assigns, where the context hereof requires or permits).

WITNESSETH THAT: Grantor, for and in consideration of the sum of Ten and 00/100ths Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto Grantee, the following described real property, to wit:

SEE THE ATTACHED EXHIBIT "A"

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

AND, SUBJECT TO those matters of title described on the attached EXHIBIT "B" if any, Grantor will warrant and forever defend the right and title to the above-described tract or parcel of land unto the Grantee against the claims by, under or through Grantor, but not otherwise.

SIGNATURES APPEAR ON FOLLOWING PAGE

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTOR

Gregory D. Strickland

L. Sherman Strickland

by Gregory D. Strickland his attorney in fact
pursuant to General Power of Attorney
attached hereto as Exhibit "C"

Dana P. Segoni
UNOFFICIAL WITNESS

[SEAL]

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES:



Exhibit "A"

All that tract or parcel of land lying and being in Land Lot 162 of the 9th District of Carroll County, Georgia, and being more particularly described as follows: -- BEGIN-
NING at the intersection of the westerly right of way line of North Dogwood Street
(50 ft. right of way) and the northerly right of way line of West Bankhead Highway
(60 ft. right of way); thence along the northerly right of way line of West Bankhead
Highway south 73 degrees 39 minutes west 378.7 feet to an iron pin found; thence north
16 degrees 0 minutes west 251 feet to a point; thence to a point in the center of a stream;
thence in a southeasterly direction following the meanderings of the center of said stream
to the point of intersection of the center line of said stream and the west right of way
line of North Dogwood Street; thence along said right of way line of North Dogwood
Street south 1 degree 27 minutes east 36.2 feet to the point of beginning.

EXHIBIT "B"

1. Taxes and assessments for the year 2018 and subsequent years not yet due and payable.
2. Easement from L. Sherman Strickland to Georgia Power Company, dated September 3, 1993, recorded at Deed Book 803, page 542, Records of the Clerk of the Superior Court of Carroll County, Georgia.
3. Right of Way Easement from B.P. Neal and W.N. Tillman to State Highway Department of Georgia dated November 3, 1960, recorded at Deed Book 129, page 234, Records of the Clerk of the Superior Court of Carrol County, Georgia.

EXHIBIT "C"

General Power of Attorney

STATE OF GEORGIA

COUNTY OF DOUGLAS

GENERAL POWER OF ATTORNEY

I, LOUIE SHERMAN STRICKLAND, residing at 9685 Highway 166, Winston Georgia 30187, hereby appoint GREGORY D. STRICKLAND as my Attorney-in-Fact ("Agent").

If my Agent is unable to serve for any reason, I designate ANGELA STRICKLAND BOWEN as my Successor Agent.

I revoke any and all general powers of attorney that previously have been signed by me.

My Agent shall have full power and authority to act on my behalf. This power and authority shall authorize my Agent to manage and conduct all of my affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. My Agent's powers shall include, but not be limited to, the power to do the following:

1. **BANK AND CREDIT UNION TRANSACTIONS:** To make, receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to but not limited to, (i) accounts or deposits; (ii) individual retirement accounts (IRA's), annuities, investment accounts; (iii) certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations; or (iv) money market accounts.
2. **PAYMENT TRANSACTIONS:** To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill of exchange, check, draft, purchase, contract, note, or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my Agent.
3. **REAL PROPERTY TRANSACTIONS:** To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, tear down, alter, rebuild, improve manage, insure, move, rent, lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situated in the State of Georgia, under such terms and conditions, and under such covenants, as my Agent shall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt. The Agent is specifically authorized to exercise the aforesaid powers with respect to any real property

Initial LS

which I own or in which I have an interest, including, but not limited to, any real property which may be identified on Exhibit "A" attached hereto and by reference made a part hereof.

4. **PERSONAL PROPERTY TRANSACTIONS:** To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of Georgia or any applicable state, or otherwise hypothecate (pledge), and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent shall deem proper.
5. **STOCK AND BOND TRANSACTIONS:** To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me.
6. **SAFE DEPOSITS:** To have free access at any time or times to any safe deposit box or vault to which I might have access.
7. **BORROWING:** To borrow from time to time such sums of money as my Agent may deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part.
8. **BUSINESS OPERATING TRANSACTIONS:** To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in.
9. **INSURANCE TRANSACTIONS:** To exercise or perform any act, power, duty, right, or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate the beneficiary of same; provided, however, that my Agent cannot designate himself or herself as beneficiary of any such insurance contracts.
10. **DISPUTES AND PROCEEDINGS:** To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Agent shall deem proper.

11. **MAKING GIFTS:** To make gifts to members of my family and to such other persons or charitable organizations, including churches, with whom I have an established pattern of giving.
12. **BROAD POWERS:** Without, in any way, limiting the foregoing, I authorize my Agent generally to do, execute, and perform any other act, deed, matter, or thing whatsoever, that should be done, executed, or performed, including, but not limited to, powers conferred by O.C.G.A. § 53-12-261, or that in the opinion of my Agent, should be done, executed, or performed, for my benefit or the benefit of my property, real or personal, and in my name of every nature and kind whatsoever, as fully and effectually as I could do if personally present. In additions, my Agent shall have the right to establish and fund a Supplemental Needs Trust (a.k.a. Special needs Trust) on my behalf. However, my Agent shall not have the power to waive my right to a jury trial in favor of binding arbitrations.
13. **RELEASE OF MEDICAL INFORMATION:** I provide that my Agent shall be authorized to obtain any and all health information and other medical records concerning my personal health. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 U.S.C. 1320d and 45 C.F.R. 160-164. I hereby authorize any physician, health-care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health-care provider, my insurance company or other health-care provider that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give notice and release to my Agent without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition including all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness, and drug or alcohol abuse.
14. **DEALING WITH TAXING AUTHORITIES:** I authorize my Agent to act in my place and stead with all taxing authorities, including the Internal Revenue Service and the Department of Revenue. This power extends to and includes particularly the right to file returns, meet with revenue officers and agents, proceed on my behalf in Tax Court, and to otherwise represent my interests in any and all tax matters.
15. **DESIGNATION OF GUARDIAN:** I request that no guardianship proceeding for my property be instituted in the event of my disability, it being my intention that this power of attorney shall permit my Agent to act on my behalf. In the event that it becomes necessary for any court to appoint a guardian for my property, I direct that my Agent shall serve as such guardian. In the event that my Agent fails for any reason to qualify or continue as such, I constitute and appoint my Successor Agent to serve as such in my Agent's place. Any guardian who at any time shall be appointed by any court shall be excused from the necessity of giving bond.
16. **EFFECTIVE DATE:** This document shall become effective upon the date of my signature.

This Power of Attorney shall be construed broadly as a General Power of Attorney. The aforesaid listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner.

It is my desire and intention that this power of attorney shall not be affected by my subsequent disability, incapacity, or mental incompetence. Any and all acts done by my Agent pursuant to the powers conveyed herein during any period of my disability or incapacity shall have the same force and effect as if I were competent and not disabled.

I may, at any time, revoke this power of attorney, but it shall be deemed to be in full force and effect as to all persons, institutions, and organizations which shall act in reliance thereon prior to the receipt of written revocation thereof signed by me and prior to receipt of actual notice of my death.

I do hereby ratify and confirm all acts whatsoever which my Agent shall do, or cause to be done, in or about the premises, by virtue of this power of attorney.

All parties dealing in good faith with my Agent may fully rely upon the power of and authority of my Agent to act for me on my behalf and in my name, and may accept and rely on agreements and other instruments entered into or executed by the agent pursuant to this power of attorney. I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document.

My Agent shall not be liable for any loss that results from a judgment made in good faith. However, my Agent shall be liable for willful misconduct in the exercise to act in good faith while acting under the authority of this Power of Attorney.

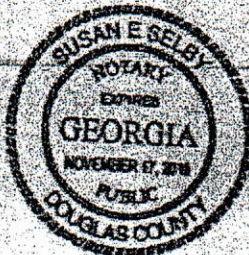
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 9th day of January, 2015.

Louie Sherman Strickland
LOUIE SHERMAN STRICKLAND

Signed, sealed and delivered
in the presence of:

[Signature]
WITNESS

Susan E. Selly
NOTARY



362945.1

Initial S. S.



Date: August 11, 2022

To: City of Villa Rica
Zoning Department

Subject: 395 West Bankhead Highway
Villa Rica, Georgia
Stream Buffer Variance Request
Carroll County

To Whom it May Concern,

We are providing this letter of explanation to support our request for a Stream Buffer Variance for the property located at 395 West Bankhead Highway in the City of Villa Rica, Georgia. This property is located in the Village Residential District, and it is currently developed with an existing vacant building and partially demolished structure where the slab is still intact. The site is predominately paved with asphalt. We are proposing to redevelop the 1.2-acre lot with a new 3,250 square-foot convenience store and new fuel pumps as shown on our provided site plan.

This parcel is triangular and has a stream that is located along the north and west property lines. A storm conveyance system located at the northeast corner of the lot outfalls into this stream. The site is in poor condition and has multiple utilities that need stabilization and repair. There are currently no water quality or water quantity mitigation measures for this site in place and the stream buffers are significantly impacted by the existing structures and pavement.

The existing encroachment into the 25-foot state buffer is approximately 2,200 square feet which we plan to remove and plant to restore the state buffer. The existing 50-foot buffer encroachment is approximately 6,650 square-feet and the proposed encroachment is reduced to approximately 5,175 square-feet. The 75-foot buffer is completely paved in the exiting condition and will remain paved under the proosed plans for proper traffic circulation and parking.

Without relief from the 50-foot and 75-foot stream buffers and taking into consideration the required building set-backs, a hardship is created that renders the property undevelopable.

If the requested variance is granted, improved landscaping and stormwater management mitigation can be achieved with improvements via an underground water quality system and by providing enhanced landscaping strips and buffer areas.

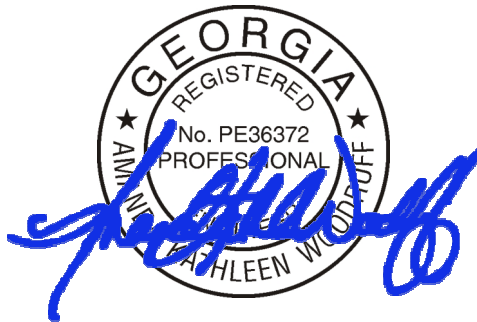
The proposed improvements to the site have the potential to greatly improve the site and its character for the surrounding area. In addition to mitigating water quality and landscaping, which do not currently exist on the site, the proposed improvements will design for stream bank protection that does not currently exist and will allow for discharge mitigation that is not currently in place.

If granted, the proposed variance will not create or cause excessive or burdensome use of existing infrastructure, transportation facilities, or schools, and will have no adverse effects on the environment or surrounding natural resources.

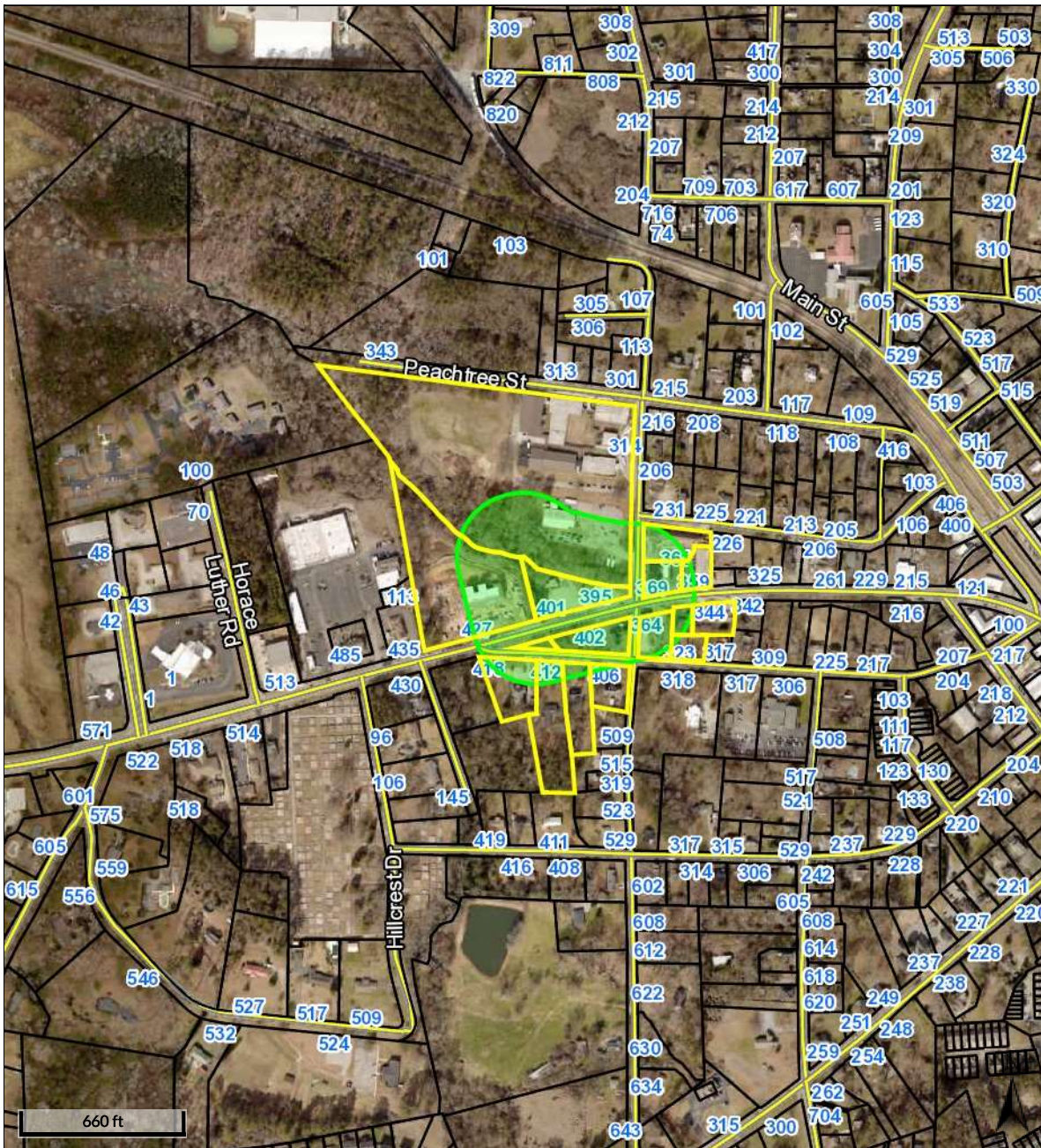
We appreciate your consideration of our request.

Please contact me anytime with questions or thoughts you may have and thank you.

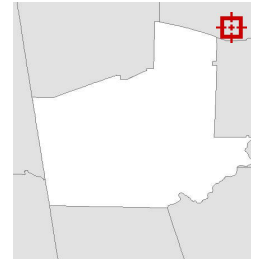
Sincerely,

A circular professional engineer seal for the state of Georgia. The seal contains the text 'GEORGIA' at the top, 'REGISTERED' below it, 'No. PE36372' in the center, and 'PROFESSIONAL' below that. The name 'AMANDA KATHLEEN WOODRUFF' is written around the bottom edge. A blue ink signature is written over the seal.

Amanda Kathleen Woodruff, P.E.



Overview



Legend

-  Parcels
-  Address Numbers
-  Roads

Date created: 8/1/2022
Last Data Uploaded: 7/29/2022 6:18:31 PM

Developed by  **Schneider**
GEOSPATIAL

Search Results

16 Results

☒ Show Property Photos

Parcel ID	Alternate ID	Owner	Property Address	Map
 V02 0010001	29790	 PIKE DOYCE R SR	363 W BANKHEAD HWY	Map
 V02 0010017	29803	 PIKE DOYCE R SR	359 BANKHEAD HWY	Map
 V02 0010022	37228	 PIKE DOYCE RAY SR	361 BANKHEAD HWY	Map
 V02 0060001	38890	 CARROLL CO BOARD OF ED	314 PEACHTREE ST	Map
 V02 0070017	29869	 HAWSKBILL INVESTMENTS LLC	427 W BANKHEAD HWY	Map
 V02 0070104	29915	 MQSK LLC	395 BANKHEAD HWY	Map
 V07 0010001	31084	 NORTON JASON K	364 W BANKHEAD HWY	Map
 V07 0010002	31085	 HAROLD E CRYE TRUSTEE OF THE AROLD E CRYE REVOCABLE LIVING TRUST	354 W BANKHEAD HWY	Map
 V07 0010014	31096	 UPTOWN COUNTRY LLC	344 W BANKHEAD HWY	Map
 V07 0010017	31099	 ALLEN MICHELLE	323 WESTVIEW DR	Map
 V07 0020001	31101	 NORTON JASON K	402 W BANKHEAD HWY	Map
V07 0020002	31102	 BURNETT STUART E JR	MONTGOMERY ST	Map
V07 0030002	31103	 BELISLE ROSE M	412 WESTVIEW DR	Map
V07 0030003	31104	 NORTON JASON K	408 WESTVIEW DR	Map
V07 0030004	31105	 NORTON JASON K	406 WESTVIEW DR	Map
V07 0030016	31117	 MMV CONSTRUCTION LLC	418 WESTVIEW DR	Map

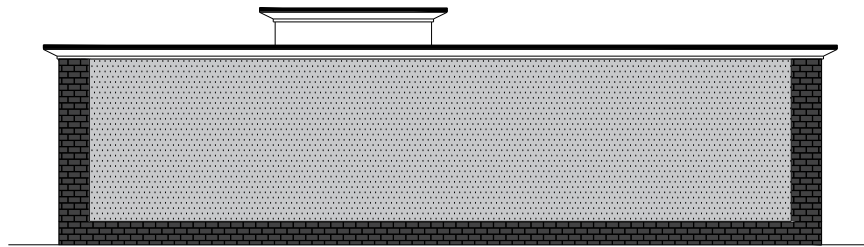
The Carroll County Tax Assessors makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem purposes.

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

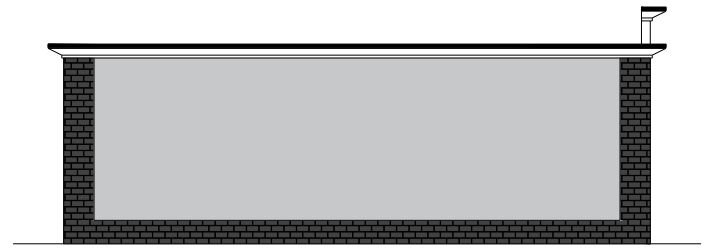
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Developed by
 **Schneider**
GEOSPATIAL

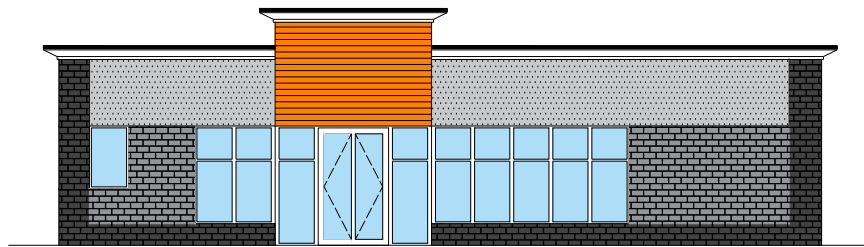
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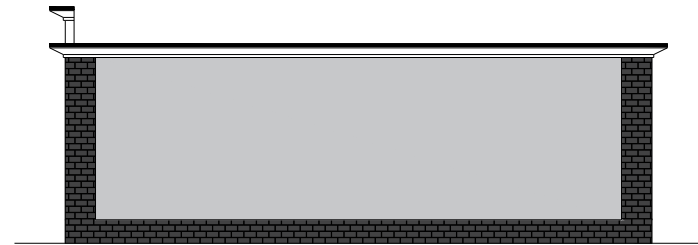
BACK ELEVATION



LEFT ELEVATION

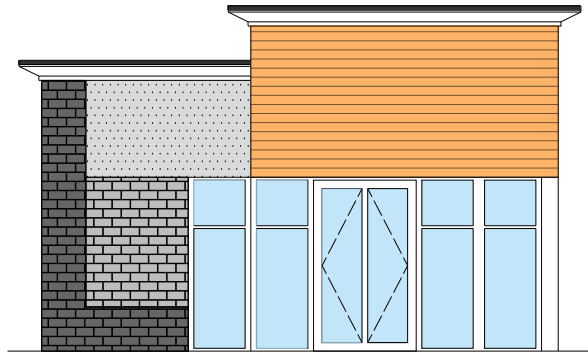


FRONT ELEVATION

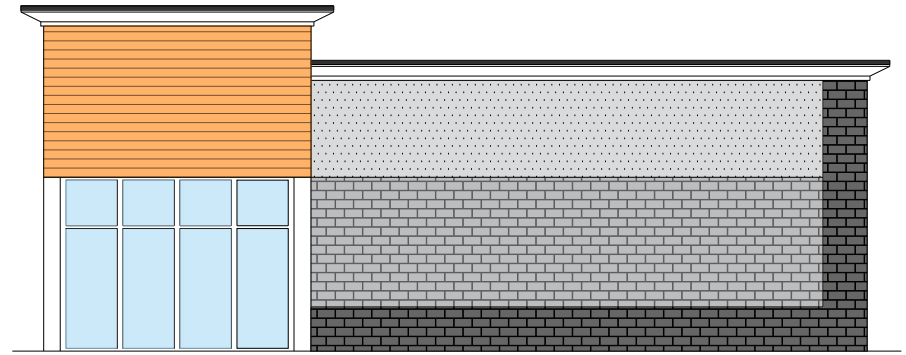


RIGHT ELEVATION

Proposed Elevation - C-Store



FRONT ELEVATION



SIDE ELEVATION

Proposed Elevation - Little Caesars









- LEGEND**
- RBF REBAR FOUND
(1/2" REBAR)
CRS CAPPED REBAR SET
(1/2" REBAR)
OTF OPEN TOP FOUND
CTF CRIMP TOP FOUND
JUNCTION BOX
LL LAND LOT LINE
L.P. LIGHT POLE
MH MANHOLE
P.P. PROPERTY LINE
BL BUILDING LINE
CLF CHAIN LINK FENCE
C/O SEWER CLEAN OUT
DE DRAINAGE EASEMENT
DI DROP INLET
RBF REBAR FOUND
R/W RIGHT-OF-WAY
SE SANITARY SEWER EASEMENT
CRZ CRITICAL ROOT ZONE
- UE UTILITY EASEMENT
FIRE HYDRANT
SINGLE WING CATCHBASIN
DOUBLE WING CATCHBASIN
WATER VALVE
GAS VALVE
HEADWALL
P-PINE TREE
HW-HARDWOOD

- TITLE EXCEPTIONS**
- ITEMS FROM SCHEDULE B-I FROM FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. 2844.22-0 DATED AUGUST 31, 2017
8. Easement from L. Sherman Strickland to Georgia Power Company, dated September 3, 1993, recorded at Deed Book 803, Page 542, Records of the Clerk of the Superior Court of Carroll County, Georgia. DOES AFFECT-SHOWN
9. Right of Way Easement from B.P. Neal and W.N. Tillman to State Highway Department of Georgia dated November 3, 1960, recorded at Deed Book 129, Page 234, aforesaid records MAY AFFECT-CANNOT PLOT
10. Rights of upper, lower and adjacent riparian owners in and to the waters of a creek and the natural flow thereof, free from diminution or pollution. DOES AFFECT-SHOWN

RECORD LEGAL DESCRIPTION

All that tract or parcel of land, lying and being in Land Lot 762 of the 6th District, Carroll County, Georgia, and being more described as follows:

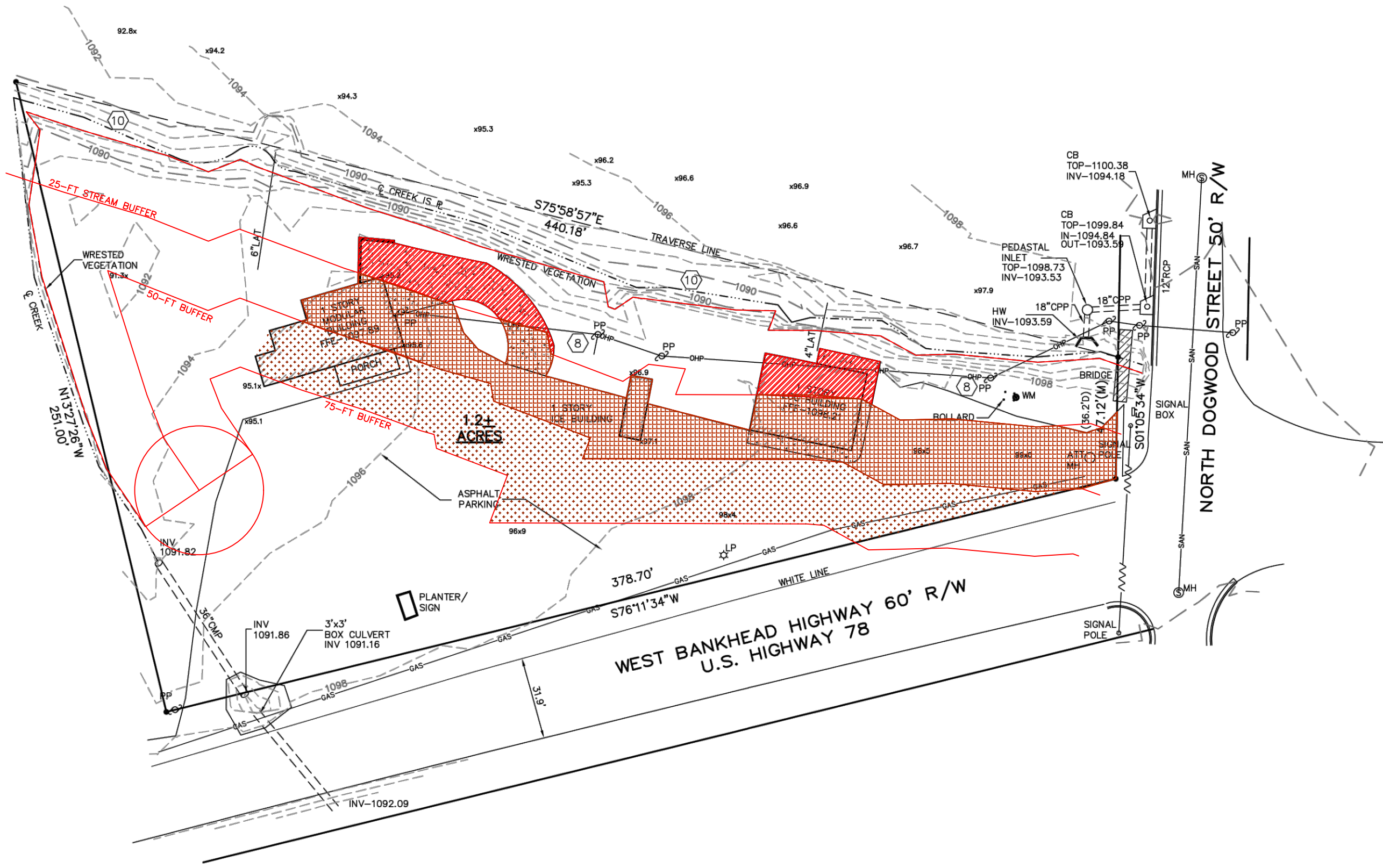
BEGINNING at the intersection of the westerly right-of-way line of North Dogwood Street (50' r/w) and the northerly right-of-way line of West Bankhead Highway (60' r/w); thence along the northerly right-of-way line of West Bankhead Highway S73°39'W 378.7 feet to an iron pin found; thence N16°0'W 251 feet to a point, thence to a point in the center of a stream, thence in a southeasterly direction following the meanderings of the center of said stream to the point of intersection of the center line of said stream and the west right-of-way line of North Dogwood Street; thence along said right-of-way line of North Dogwood Street S01°27'E 36.2 feet to the point of beginning.

SURVEYED LEGAL DESCRIPTION

All that tract or parcel of land, lying and being in Land Lot 762 of the 6th District, Carroll County, Georgia, and being more completely described as follows:

BEGINNING at the intersection of the westerly right-of-way line of North Dogwood Street (50' r/w) and the northerly right-of-way line of West Bankhead Highway (aka U.S. Highway 78) (60' r/w); running thence along the northerly right-of-way line of West Bankhead Highway S76°11'34"W a distance of 378.70 feet to a capped rebar set; thence leaving said right-of-way and running N13°27'26"W a distance of 251.0' to a point in the centerline of a stream and being Point "A"; thence following the meanderings of said stream 450 +/- feet to the intersection of said stream and the westerly right-of-way line of North Dogwood Street, said point being Point "B"; (to get from Point "A" to Point "B" and following a traverse line, leaving point "A" to the centerline of said stream and running S75°58'57"E a distance of 440.18 feet to Point "B"); thence following the westerly right-of-way line of North Dogwood Street S01°05'34"W a distance of 47.12 feet to the POINT OF BEGINNING.

Said tract or parcel of land contains 1.2 +/- acres



SURVEYOR'S CERTIFICATION

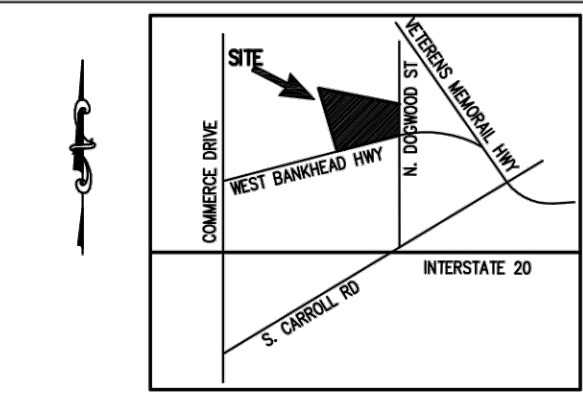
To: Casey Investment Group, LLP and Fidelity National Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes Items 1-5, 6(b)(7)(a), 7(b)(1), 7(c), 8, 11(a), 13, 14, 16, 17-19, and 20(a) of Table A thereof.

Date of Plat: September 12, 2017

John A. Steerman
Registration No. 2576 Expiration Date: 12/31/18

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.



GENERAL NOTES

THERE WAS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS AT THE TIME OF THIS SURVEY.

THERE WAS NO OBSERVED EVIDENCE OF ANY CEMETERIES OR FAMILY BURIAL SITES.

THERE ARE NO PROPOSED CHANGES IN THE STREET RIGHT OF WAY FOUND AT THIS TIME.

THERE WAS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.

THERE WAS NO EVIDENCE OF ANY SOIL WASTE DUMP, SLUMP OR SANITARY LANDFILL.

THERE WERE NO ENCROACHMENTS OBSERVED AT TIME OF SURVEY EXCEPT AS SHOWN.

THERE WERE NO WETLAND AREAS FLAGGED AT TIME OF SURVEY.

UTILITIES SHOWN HEREON ARE THOSE VISIBLE OR MARKED. SCS DID NOT SUBMIT ANY REQUEST TO UTILITY LOCATORS AND NONE WERE FLAGGED AT THE TIME OF SURVEY.

THE PROPERTY HAS DIRECT PHYSICAL ACCESS TO WEST BANKHEAD HIGHWAY AND NORTH DOGWOOD STREET, BOTH BEING PUBLIC RIGHT-OF-WAYS.

SUBJECT PROPERTY IS FULLY SERVED BY ALL PUBLIC UTILITIES LOCATED IN THE ADJACENT RIGHT-OF-WAY.

SURVEY NOTES

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE BY LATITUDES AND DEPARTURES AND IS FOUND ACCURATE TO WITHIN ONE FOOT IN 288,828 FEET.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 288,828 FEET AND AN ANGULAR ERROR OF 02" PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE.

A WINK - TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

PROPERTY ADDRESS:

395 WEST BANKHEAD HIGHWAY
VILLA RICA, GA.

FLOOD NOTE

BASED ON GRAPHIC DETERMINATION, THIS PROPERTY DOES NOT LIE IN A SPECIAL F.E.M.A./F.I.R.M. FLOOD HAZARD AREA PER COMMUNITY PANEL NO. 13045C01050 DATED 8/19/07

TRACT AREA:

1.2+/- ACRES

ZONING: VR

*ZONING INFORMATION PER ZONING REPORT BY ZONING INFO, INC DATED NOVEMBER 9, 2017
VILLAGE RESIDENTIAL DISTRICT (CITY OF CHAMBLEE)

SETBACKS:

FRONT-10 FEET
SIDE -7.5 FEET
REAR - 20 FEET

MAX. BUILDING HEIGHT: 48 FEET

PARKING REQUIREMENTS:
1.5 SPACES/UNIT, UP TO 1,500 S.F.
(15x200 UNITS=435 SPACES REQUIRED)

2.5 SPACES/UNIT > THAN 1,500 SF
(2.5x40 UNITS=100 SPACES REQUIRED)

TOTAL REQUIRED SPACES: 535

PARKING PROVIDED

STANDARD: 601
HAND-CAP: 18
TOTAL: 617

CURRENT OWNER

AV HUNTINGTON STATION, LLC
1221 AVE. OF THE AMERICAS
NEW YORK, NY 10020
DEED BOOK 22458, PAGE 572

REVISIONS	DATE	BY	CHKD
1.			
2.			
3.			
4.			
5.			

SCI Development Services
ENGINEERS - SURVEYORS - PLANNERS
2055 SHELLEY DRIVE - SUITE E - SNELLVILLE, GEORGIA 30078
(770) 728-7666 FAX (770) 728-4623
MAIL@SURVEYCONCEPTS.NET

SHERMAN STRICKLAND
885 WEST BANKHEAD HIGHWAY
LAND LOT 82 6th DISTRICT
CITY OF VILLA RICA
CARROLL COUNTY, GEORGIA REF. IN DB. 481, PG. 72

DATE	DRAWN	CHECKED
3/15/17	DCP	JAS
SCALE	1"=30'	
SHEET TITLE		
SURVEY		

PROJECT NUMBER
53015



September 27th, 2022

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

Re: Planning Report
MQSK, LLC
VA-13-22
395 West Bankhead Highway
Land Lot 162, District 6th
Parcel # V02 0070104
Acreage: 1.2
Ward: 5
Planning Board Member: Mac Pilgrim
City Council Member: Danny Carter
City of Villa Rica, Carroll County, Georgia

Dear Mrs. Doyal:

MQSK, LLC (the Applicant) seeks a variance to encroach into the city's 75' impervious buffer and 50' stream buffer. The applicant is requesting relief totaling 9,235 sq. ft. of encroachment into the 75' impervious buffer and 2,552 sq. ft. of encroachment into the 50' stream buffer. The variances would advance the construction of a Little Caesar's restaurant, and a gas station with convenience store. The variances are outlined in Section D.

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

1. Application for a Variance, dated July 29th, 2022;
2. Applicant Letter of Intent, dated August 11, 2022, prepared by Kathleen Woodruff of Woodruff Design Associates;
3. Limited Warranty deed, dated February 26th, 2018, signed by Gregory D. Strickland;
4. Site Plan, Dated August 10th, 2022, prepared by Kathleen Woodruff of Woodruff Design Associates (2 pages);
5. Proposed Elevations, undated, by an unknown preparer (6 pages);
6. Property Survey dated March 15, 2017, prepared by SCI Development Services (1 page);



A. Existing Conditions

The subject property is located north of Georgia Highway 78 (West Bankhead Highway) and west of South Dogwood Street. The parcel has 378.70' of frontage along Georgia Highway 78 and 35.94' of frontage along South Dogwood Street. The parcel is partially developed with a vacant trailer/structure and an ice machine that continues to operate. These are the only structures on the 1.2 acre site. The site also features a large amount of broken asphalt throughout the lot. The property is relatively flat with a stream that forms the northern and western property lines.

The parcel is currently zoned Commercial Low-Density (C1). The parcel does not border a city boundary/unincorporated area. The parcel is directly adjacent to the C1 Zone to the west and south, and the Single-family Urban (R2) Zone to the north. The property borders the Commercial Mixed-Use (CMU) Zone to the west across South Dogwood Street.

The developer owns two parcels that border the subject parcel to the generally eastern direction of the parcel (V07 0140004 and V07 0140151), which are not subject to this application. One of those parcels, (Parcel 0004) is partially developed with a single-family home, whereas Parcel 0151 is undeveloped. The parcel also borders the following parcels (the current use on each is included):

- V02 0060001– Northern border along South Dogwood Street –4.15 acres; **Dental Office.**
- V02 0070017– Western border – 14.65 acres acre; **Villa Rica Elementary School.**
- V07 0020001 – South of site across Georgia Highway 78 – 0.70 acres; **Office.**
- V02 0010001 – East of site across South Dogwood Street – 0.45 acres; **Restaurant**

Surrounding Properties:

TABLE 1 – SURROUNDING LAND USES		
	Current Zoning	Land Use Character Area
North	Single-Family Urban (R2)	Urban Village
East	Commercial Mixed-Use (CMU)	Downtown Activity Area
South	Commercial Low-Density (C1)	Downtown Activity Area
West	Commercial Low-Density (C1)	Conservation/Open Space Downtown Activity Area



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

B. Site History

The vast majority of the parcel is vacant, including a trailer/building. An ice machine occupies a portion of the lot that is still in operation. More than half of the lot is paved with asphalt. The trailer is listed as a “relocatable office” on the Tax Assessor’s summary. The trailer was constructed in 1986 and the lot was paved last in 2000. The Unified Development Code (UDC) zoned the property as Downtown Commercial (DO-COM). The property was rezoned from DO-COM to C1 in 2020 during the citywide rezoning efforts.

C. Proposed Development

The applicant’s request for a variance is to encroach into the impervious 75’ setback by 9,235 sq. ft. and encroach into the 50’ stream buffer by 2,552 sq. ft. in order to utilize the property for a Little Caesar’s restaurant and a gas service station with a 3,250 sq. ft. convenience store. The applicant proposes to reduce the current 1,855 sq. ft. encroachment within the state’s 25’ stream buffer to 213 sq. ft. and replant within all three buffers in areas surrounding the site. This state stream buffer is not a part of this application and is outside of the jurisdiction of the City of Villa Rica City Council.



The applicant states that “without relief from the 50’ and 75’ stream buffers and taking into consideration the required building set-backs, a hardship is created that renders the property undevelopable.” The applicant also states that the current plan will improve landscaping and stormwater management mitigation via an underground water quality system and provide enhanced landscaping strips and buffer areas.

Flood Plain

This parcel is considered in “Flood Zone X”, which is an area of minimal flood hazard. Figure 2, below, indicates the flood zone map:

National Flood Hazard Layer FIRMette

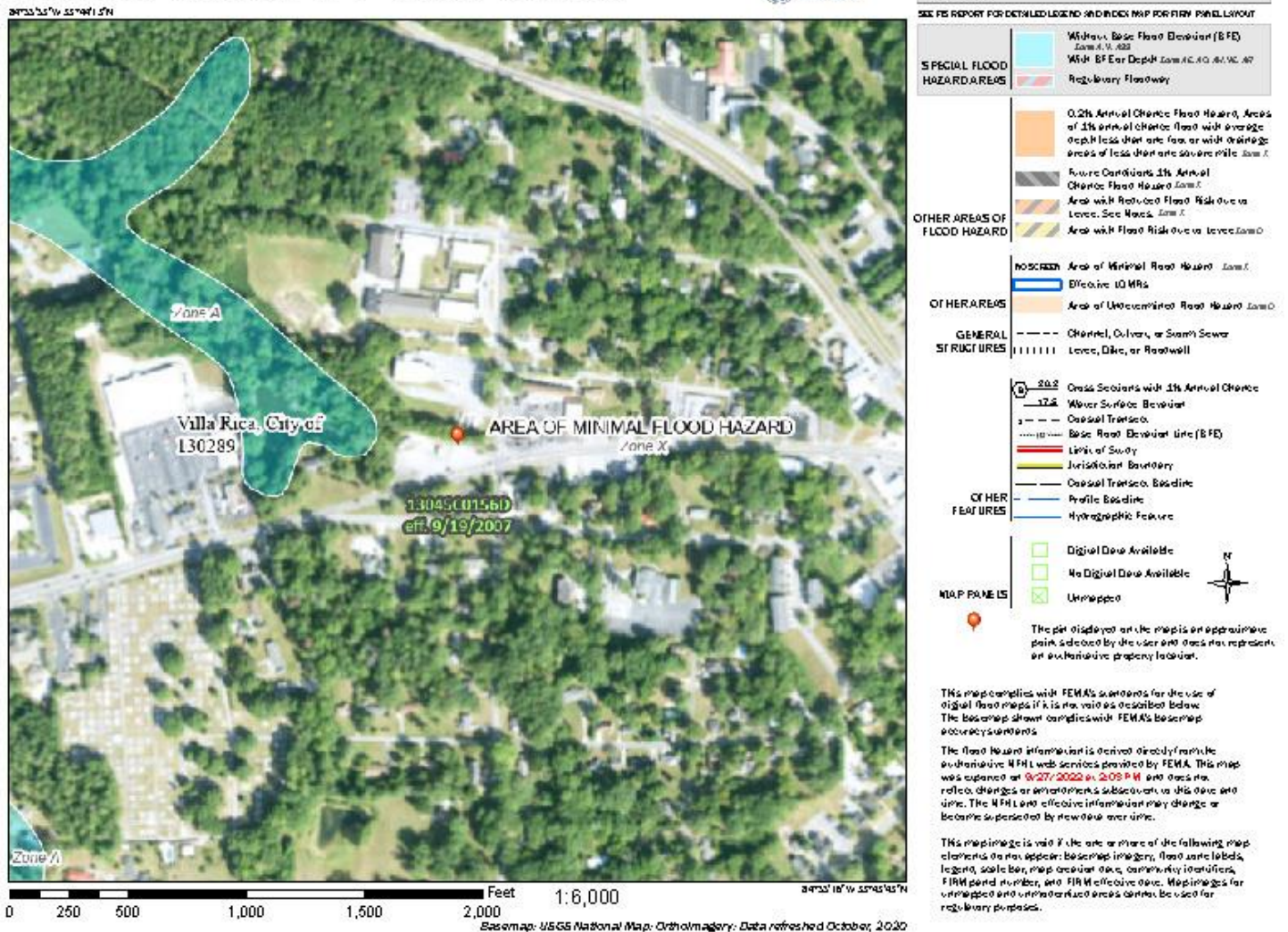


Figure 2: FEMA Flood Map



D. Variances

The developer has requested variance relief from two subsections of Section 905 of the Villa Rica Development Regulations as outlined below. The applicant has cited feasibility of developing the buildings on site as the purpose of their request as outlined in Section C.

The Applicant has requested variance relief for the following:

1. Section 905.1(1) – An undisturbed natural vegetative buffer shall be maintained for 50 feet, measured horizontally, on both banks (as applicable) of the stream as measured from the top of the stream bank.

The applicant proposes an encroachment of 2,552 sq. ft. into the 50' buffer.

2. Section 905.1(2) – An additional setback shall be maintained for 25 feet, measured horizontally, beyond the undisturbed natural vegetative buffer, in which all impervious cover shall be prohibited. Grading, filling and earthmoving shall be minimized within the setback.

The applicant proposes an encroachment of 9,235 sq. ft. into the 75' impervious buffer.

Proofs for Variances

In review of the variance requests and design standard deviations requested for the development, the “benefits vs. detriments” of such an approval was reviewed in addition to the purposes of the Comprehensive Plan. The purposes of the request were made clear by the applicant in their application and stem from topographic challenges on the site that make developability difficult.

Benefits may arise from an approval by the creation of an underground water quality system, replanted buffers surrounding the creek area, and improved landscaping to capture the stormwater on site. In addition, the granting of the variance is necessitated in order to construct the project as envisioned on the concept plans at the time of the rezoning.

Detriments to the granting of the variances may arise from incompliance with previous agreements between the state and the city to establish and maintain 50' and 75' impervious buffers as a settlement for previous citywide disputes. Staff has a general concern over erosion of these agreements by continued variance relief which can potentially cause adverse action by the state in the future.

The Comprehensive Plan sets aside various areas of the city for Open Space/Conservation Character Areas that are to protect environmentally sensitive areas from development pressures. The Comprehensive Plan does not indicate this area is a sensitive area or includes this section of the lot within the Open Space/Conservation Character Area. Therefore, it is concluded that the Comprehensive Plan will not be negatively impacted by the variances. Staff advises that the benefits of the variances would substantially outweigh any detriment.



Variance Decision Criteria

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

- a) Development Standards Variance. The Council may grant a variance from the development standards of this ordinance (such as height, bulk, area) if, after a public hearing, it makes a determination in writing (consistent with O.C.G.A. 36-66-1), that:
- i) General Welfare. The approval will not be injurious to the public health, safety, morals, and general welfare of the community;

The city staff have concerns that the applicant's request may trigger adverse reaction by the state in regards to previous bilateral agreements that must be upheld concerning the city's stream buffers. The impact of approving the variances, in addition to previously granting similar requests within the city, may impact our standings with the Environmental Protection Division (EPD) and the US Army Corps of Engineers. In addition, flooding from a 100-year storm must be studied in this area before staff can indicate if the request will be injurious to the public health, safety and general welfare of the community.

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

The value of the surrounding properties is not expected to decline or be otherwise reduced in value by permitting the variances.

- i) Practical Difficulty. The strict application of the terms of this ordinance will result in a practical difficulty in the use of the property. This situation shall not be self-imposed, nor be based on a perceived reduction of, or restriction on, economic gain.

The application of the development code will result in a practical difficulty in the use of the property as proposed. The building placements would need to be dramatically altered in addition to the general site layout should the variances be denied. It does not appear that the request is self-imposed based on the plans submitted.

E. Comments

1. A Landscape Plan, Open Space Plan and other details, will be required to be submitted to the City Engineer for review prior to construction drawing approvals.
2. Should council agree to approve this request, it is recommended that conditions be attached that specify the following:
 - The applicant shall seek receive approval from the US Army Corps of Engineers and the Georgia EPD in order to vary within the 25' stream buffer by no more than the amount specified within the Letter of Intent, dated August 11, 2022 and prepared by Amanda Kathleen Woodruff, P.E.. Should either agency deny the



request, the variances from the 50' and 75' stream buffer shall be automatically revoked.

Recommendation:

Staff recommendation:

Variances: DENIAL

Reasons: The applicant's plans to increase impervious coverage and impact the stream buffers is significant. The applicant's request covers approximately 22.5% of the total site area, which is one of the highest, if not the highest, percentages of total site area approved in a variance application concerning stream buffers. This calculation does not include the state's 25' buffer. The precedent set for such a large variation is met with concern by staff until a water quality system and stormwater plans are reviewed in detail.

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* on September 21th, 2022; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

Public Response:

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

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

Very truly yours,

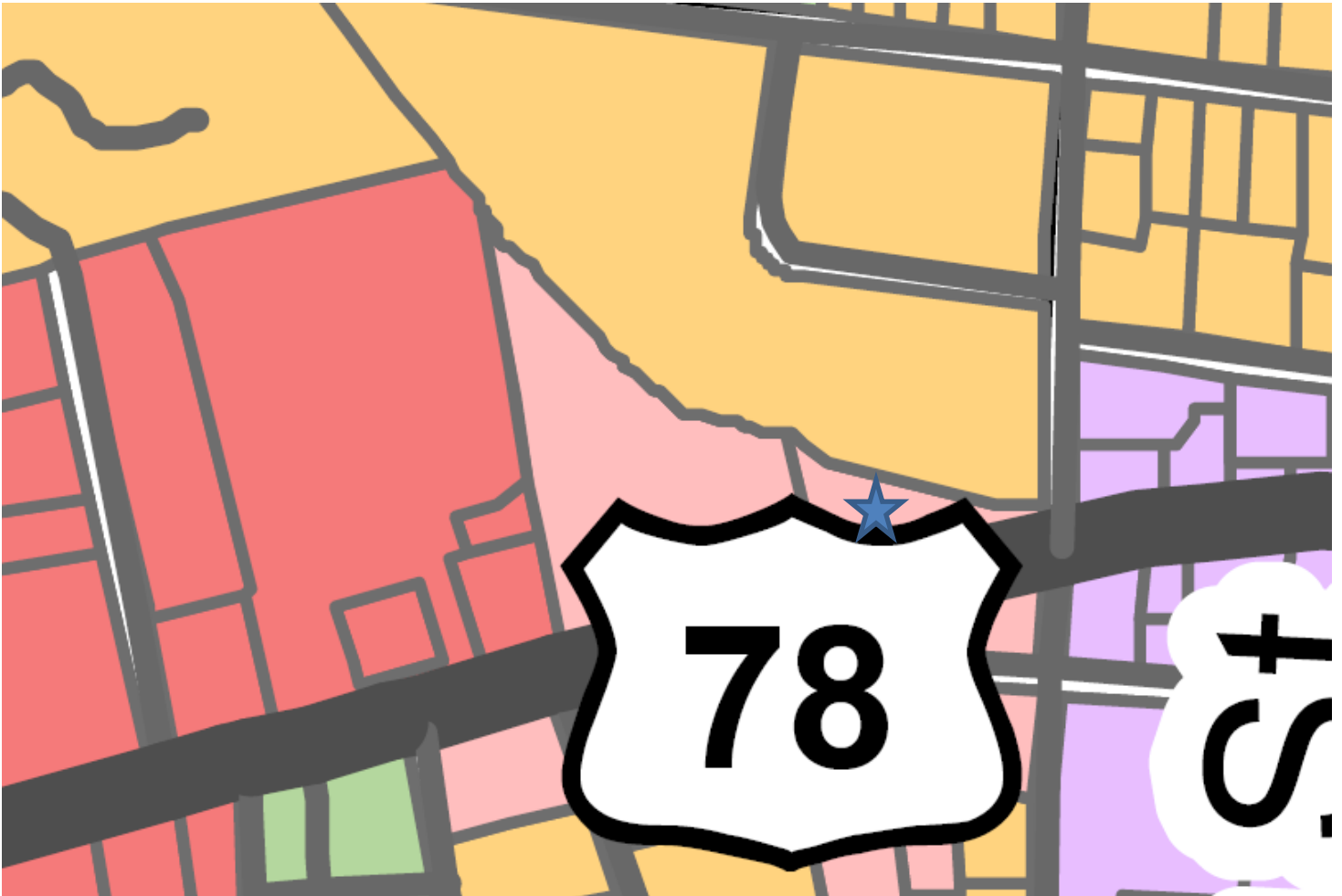
Ronald Johnson
Planning & Zoning Specialist

cc: Tom Barber, City Manager (via email)

Tracy Jarvis, Community Development Director



Zoning Map (C1 Zone):





Future Land Use Map (Downtown Activity Center):



PROJECT NOTES:

OWNER:
MOCK LLC
1400 INDIAN TR
LILBURN, GA 30093

CONTACT: Rohail Hada
PHONE: 404-610-6630

Developer:
Atai Construction
1400 INDIAN TR
LILBURN, GA 30093

CONTACT: Rohail Hada
PHONE: 404-610-6630

1. Property located in L.L. 162, 6th Dist, Carroll Co.

2. Zoning: VR.

3. Building Setbacks:
Front- 10 feet
Side- 7.5 feet
Rear- 20 feet

4. Proposed Bldg use is Commercial.

5. Total tract contains 1.2 acres

6. Boundary information obtained from survey by SCI Development Services dated 9/12/2017.

7. Topographical information obtained from SCI Development Services dated 9/12/2017.

8. Contour interval is 2 feet feet.

9. This property is shown on F.I.R.M. panel number 13045C0156D, dated 9/19/2007 and is not located within a special flood hazard zone.

10. Utilities:
Water - Carroll County
Sanitary Sewer - Carroll County

11. The location of underground utilities shown is approximate based on surface field evidence and information supplied by utility agencies. The survey makes no certification as to the completeness of the locations shown hereon. Appropriate utility companies should be contacted for verification of locations prior to any construction activity.

12. The contractor shall verify the invert elevations of all existing storm and sanitary sewer structures prior to commencement of storm and sanitary sewer construction.

13. Contractor shall notify the engineer and owner/developer of any information found in the field that is different from what is shown on these design plans.

14. There are no drive-up window(s) to be installed.

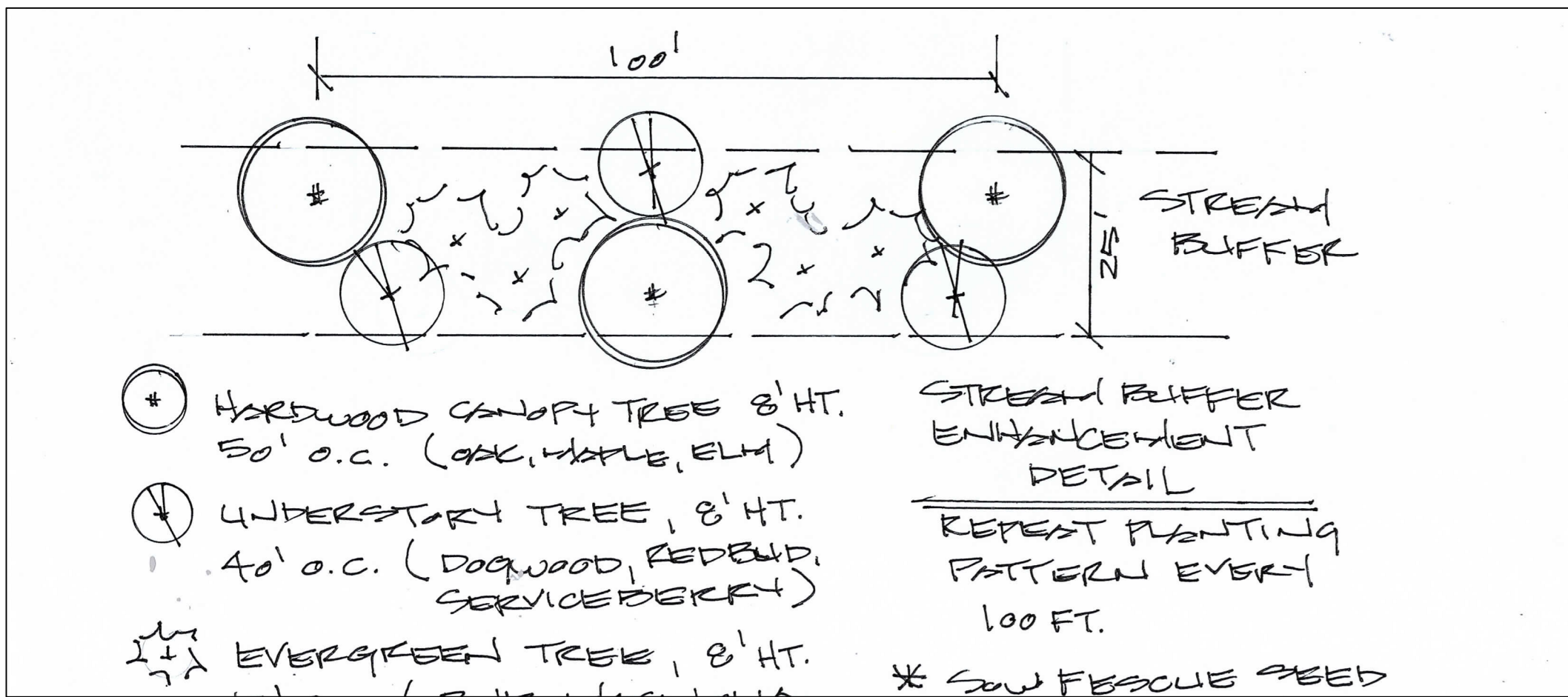
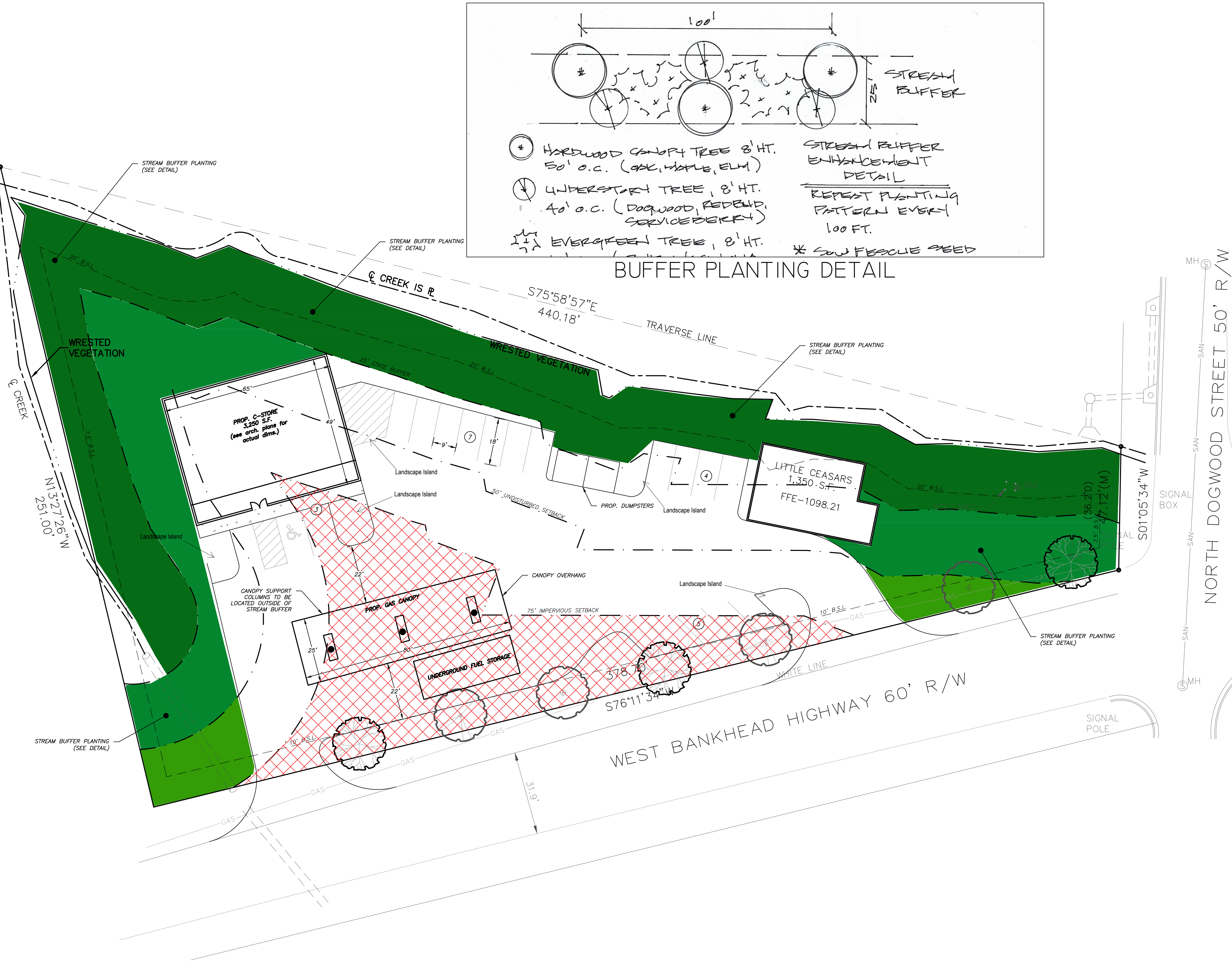
15. No billboards are permitted.

16. There are two dumpster(s) associated with this project.

17. There are no overhead doors on this project.

18. No outside storage proposed, this includes supplies equipment, vehicles, products, etc.

19. All new utility lines shall be located underground.



BUFFER PLANTING DETAIL

BUFFER	ENCROACHMENT AREA (S.F.)	
	EXISTING	IMP. REMOVED PROPOSED
25-FOOT	1,855	1,642
50-FOOT	8,945	6,393
75-FOOT	10,880	1,645

THE PROPOSED PLAN REQUESTS THE FOLLOWING ENCROACHMENTS:

25-FT: 213 SQ FT - NOTE THIS IS EXISTING ENCROACHMENT

50-FT: REQUEST 2,552 SQ FT ENCROACHMENT

75-FT: REQUEST 9,235 SQ FT

LEVEL II CERTIFIED DESIGN PROFESSIONAL

GSWCC
GEORGIA SOIL AND WATER CONSERVATION COMMISSION

CERTIFICATION NUMBER: 0000039604

PREPARED BY
Land
Solution Associates, Inc.
P.O. Box 187
Tiger, GA 30576
(a) 678.725.4631
(e)
landsolutionassociates@gmail.com
CONTACT: ROBERT "BO" CONE

DEVELOPER:
ATAI CONSTRUCTION
1400 INDIAN TRAIL LILBURN RD. NW
NORCROSS, GA 30093
678-392-2999
24-CONTACT:
ROHAIL HADA
404-610-6630
rohail@ataiconstruction.com

VILLA RICA C-STORE
LAND LOT 162, 6th DISTRICT
CITY OF VILLA RICA
CARROLL COUNTY, GEORGIA

SITE PLAN
SHEET TITLE:

SIGNED / SEALED

ROBERT A. CONE

DATE:	10/27/2022
REVISION	
No.	A
REVISION - CLIENT FEEDBACK	

DESIGNED BY: MJW

DRAWN BY: MJW

CHECKED BY: RAC

SCALE: AS SHOWN

SHEET

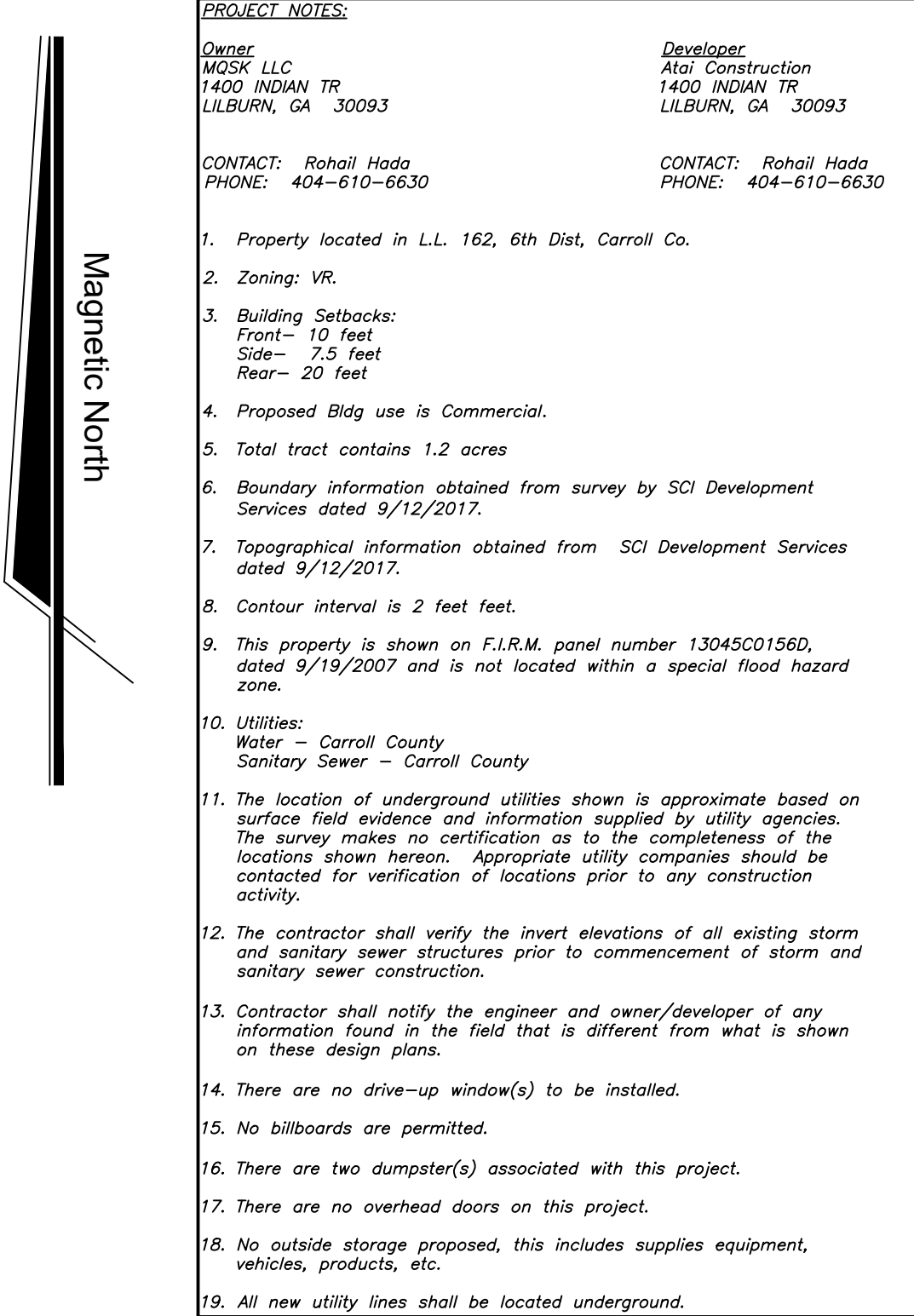
22-LSA-17 10-AUG-22



GRAPHIC SCALE - IN FEET

10 0 20 40 60 80

IF YOU DIG GEORGIA...
CALL US FIRST!
811
IT'S THE LAW



GRAPHIC SCALE - IN FEET

10 0 20 40 60 80

IF YOU DIG GEORGIA...
CALL US FIRST!

811

IT'S THE LAW

A circular professional seal for Robert A. Cone. The outer ring contains the text "GEORGIA" at the top and "ROBERT A. CONE" at the bottom, separated by two five-pointed stars. The inner circle contains the text "REGISTERED" at the top, "NO. 1151" in the center, and "PROFESSIONAL LANDSCAPE ARCHITECT" at the bottom.

REVISION		DATE:
A	REVISION - CLIENT FEEDBACK	10/27/2022
DESIGNED BY: MJW		SCALE: AS SHOWN
DRAWN BY: MJW		SHEET
CHECKED BY: RAC		
22-LSA-17		10-AUG-22



CITY OF VILLA RICA

City Council Packet

SUBJECT: Amendment to Section 7.02 – *Offstreet Parking and Loading* (Contained in the City of Villa Rica Zoning Code)

CITY COUNCIL AGENDA DATE: October 25th, 2022

DATE: September 22, 2022

PREPARED BY: Ronald Johnson, Planning & Zoning Specialist

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Section 7.02 of the Villa Rica Zoning Code is a part of the City's Zoning Ordinance. The purpose of this proposed amendment is to revise parking space size requirements, which is currently 10' x 20', and remove all applicable illustrations showing such parking space sizes for 45 degree, 60 degree and 90 degree parking orientations in favor of referencing standards already in existence in the Development Code that call for 9' x 18' spaces.

BACKGROUND: Staff has identified the need to revise Section 7.02 in order to remove competing regulations that require parking spaces to be a minimum size of 10' x 20' within the zoning ordinance, and 9' x 18' in the Development Code. This amendment will remove all references to 10' x 20' spaces in favor of 9' x 18' spaces as called for within the Development Code.

STAFF RECOMMENDATION: Staff recommends approval of the proposed amendment.

PLANNING COMMISSION: APPROVAL (5-0)

MOTION:

1. I move to approve the proposed amendment to Section 7.02 of the City of Villa Rica Zoning Ordinance as attached hereto.

CHAPTER VII – DEVELOPMENT STANDARDS**Sec. 7.01 – INTRODUCTION AND APPLICATION**

- 1) INTRODUCTION. All structures, land uses, land use changes, structural alterations, structural relocations, structural additions, and structural enlargements of legally conforming uses that are constructed, created, established, or occur after the effective date of this Ordinance (except as may otherwise be provided within this Ordinance) shall be subject to all Development Standards and regulations applicable to the zoning district in which they are located. All development plans approved prior to the effective date of this Ordinance shall adhere to the terms and conditions of approval and/or written commitments made under the zoning ordinance that was in place at the time of filing.
- 2) REQUIREMENTS FOR USES PERMITTED BY SPECIAL EXCEPTION. Any use which is permitted by Special Exception shall be consistent with the standards for the zoning district in which the use is permitted by this Ordinance. The City Council may adopt conditions of approval for any use permitted by Special Exception.
- 3) USES PERMITTED PER LOT. Only one principal use (whether a permitted or Special Exception use) of a lot shall be permitted. All other uses occurring on a lot shall be accessory to or a subordinate component of the principal use. For properties proposed to include a mix of uses or platted under the horizontal property regime, several compatible principal uses sharing a structure/structures may be considered collectively as the principal use. This shall apply to uses including and similar to shopping centers, retail and residential contained within the same structure, or residential condominiums.

Sec. 7.02 – OFF-STREET PARKING AND LOADING

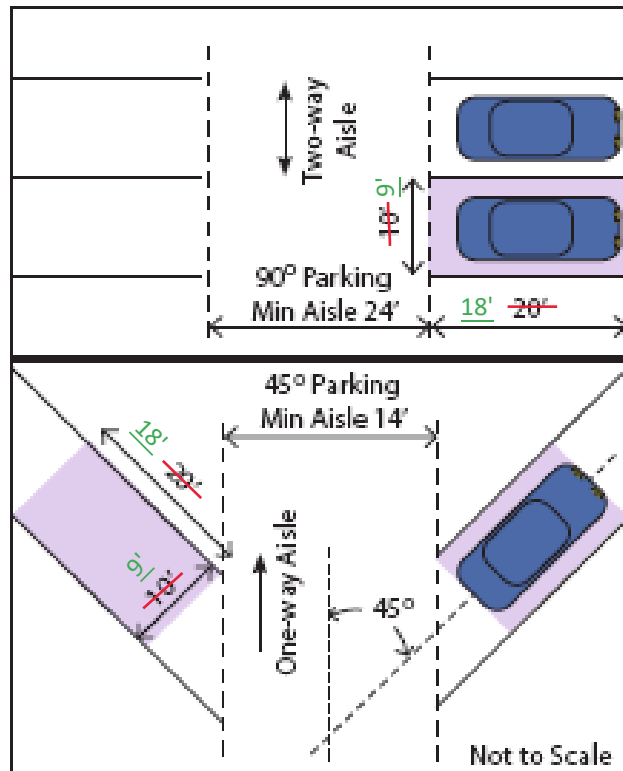
- 1) PURPOSE. The purpose of this section is to provide adequate and appropriate areas for the size, location and construction of off-street parking areas and loading areas for new or converted uses within the City. Refer to *Section 7.03 – Entrance/Drive Standards* for parking lot entrance drive standards.
- 2) GENERAL REQUIREMENTS
 - a) Any building, structure or use of land, when erected or enlarged, shall provide for off-street parking spaces for automobiles in accordance with the following provisions of this section. A parking plan shall be required for all uses except single- and two-family dwellings (ADU). The parking plan shall be submitted to the City as part of the Development Plan Review process. The plan shall show the boundaries of the property, parking spaces, access driveways, circulation patterns, drainage and construction plans, illumination, boundary walls, fences and screening, as appropriate.
 - b) Whenever a building or use constructed or established after the effective date of this Zoning Ordinance is changed in use or enlarged in floor area, number of employees, number of dwelling units, seating capacity or otherwise to create a need for an increase of ten percent (10%) or more in the number of existing parking spaces, such spaces shall be provided on the basis of the enlargement or change.

- c) Whenever a building or use existing prior to the effective date of this Ordinance is enlarged to the extent of thirty-five percent (35%) or more in floor area or in the area used, such building or use shall then comply with the parking requirements set forth herein.
- 3) REVIEW PRIOR TO ISSUANCE OF IMPROVEMENT LOCATION PERMIT. Any proposed new development or conversion for which a Land Disturbance Permit (LDP) is required as specified in *Chapter XI: Petitions, Permits, and Procedures* shall be reviewed for conformance to the requirements of this chapter.
- 4) DESIGN STANDARDS. All off-street parking facilities shall be in accordance with the following standards and specifications:
- a) DESIGN AND CONSTRUCTION OF PARKING AREAS. The following standards shall apply to the design of off-street parking areas as they are required in this section for all new or converted multifamily, commercial, industrial or quasi-public uses:
- i) Minimum Size and Maneuvering Space. The minimum size of a parking space shall be as shown on *Table 7.1: Parking Dimensions* and *Figure 7.2: Parking Aisle and Space Dimensions*. In no instance shall the overhang of a vehicle be considered as part of the required parking space area. Minimum dimensions for semi tractor-trailer parking at truck stops shall be 12.5' x 65'.
- (1) All parking spaces shall be provided with adequate maneuvering space into which vehicles can back for the purpose of exiting the parking space.
- (2) Proximity. The parking spaces for dwelling units shall be located on the lot.
- (3) Location. Off-street parking spaces may be located in front of a structure, but not within the required landscape buffer or utility and drainage easements, unless approved by the Planning & Zoning Commission.
- (4) Setbacks. In no case shall a parking area be located closer than ten (10) feet from any right-of-way or adjacent property line. Parking areas shall be separated by a minimum of five (5) feet from the façade of a building or structure by an elevated sidewalk or planting strip.
- b) DESIGN AND CONSTRUCTION OF THE PARKING LOT ENTRANCE DRIVE. Refer to *Section 7.03 – Entrance/Drive Standards*.
- c) PARKING LAYOUT. In addition to the minimum requirements, a maximum of fifty (50) percent of the required parking shall be located between the front facade and the primary street. The balance of the parking shall be on the rear or side of the primary building.

Table 7.1: Parking Dimensions			
Angle of Parking	Minimum Parking Space Size		Minimum Aisle Width
	Width	Length	
Parallel	8 feet	22 feet	on-street
90 Degree	<u>9 feet</u> 10 feet	<u>18 feet</u> 20 feet	24 feet (two-way aisle)
60 Degree	<u>9 feet</u> 10 feet	<u>18 feet</u> 20 feet	18 feet (one-way aisle)
45 Degree	<u>9 feet</u> 10 feet	<u>18 feet</u> 20 feet	14 feet (one-way aisle)
Disabled	(refer to ADA guidelines)		

- 5) **PAVING AND DRAINAGE.** All parking areas, regardless of size, shall be a hard, dust-free surface. Pavement type and thickness shall be reviewed by the City Engineer prior to Planning & Zoning Commission approval, taking into consideration soil conditions and traffic loading. Porous pavement and pavers may also be used if approved by the Technical Advisory Committee or the Community Development Director. Pavers shall include durable materials, suitable for parking such as cobblestones, brick, concrete formed blocks or cut stone, the system of which is specifically installed and designed for vehicular loads.
- 6) **EXCEPTIONS.** Loose paving materials, including gravel, may be used on lots of five (5) acres or more with primarily agricultural uses, as approved by the City Engineer, or for other uses by Special Exception by the Villa Rica City Council.
- 7) **STORMWATER MANAGEMENT.** Stormwater runoff created as a result of the improvements to the parking area shall be controlled in such a manner so as to eliminate draining onto neighboring properties. Improved parking areas shall be incorporated into the stormwater management plan for the proposed project. Innovative drainage techniques or stormwater best management practices (BMPs) are recommended. Site grading as well as stormwater control provisions shall be reviewed and approved by the City Engineer prior to site construction.
- 8) **BARRIERS.** Wherever a parking space extends to a property line, sidewalk, walkway, landscaping, or fencing, the inclusion of wheel stops, concrete curbs, or other suitable barriers shall be required in order to prevent any part of a parked vehicle from extending beyond the property line, sidewalk, or walkway, and from destroying the screening materials.
- 9) **VISIBILITY.** Entrance drives for parking areas shall be located in such a way that any vehicle entering or leaving such parking area shall be clearly visible by any pedestrian or motorist approaching the access or driveway from a public street, private street or alley.
- 10) **MARKING.** All parking areas for more than five (5) vehicles shall be marked with paint lines or in some other manner approved by the City and shall be maintained in a clearly visible condition.
- 11) **MAINTENANCE.** All off-street parking areas shall be continually maintained in satisfactory condition so as to be safe, attractive and free of any hazard, nuisance or other unsafe condition.
- 12) **SIGNAGE.** Signs shall be in conformance with the *Article 9: Villa Rica Sign Ordinance*.

Figure 7.2: Parking Aisle and Space Dimensions

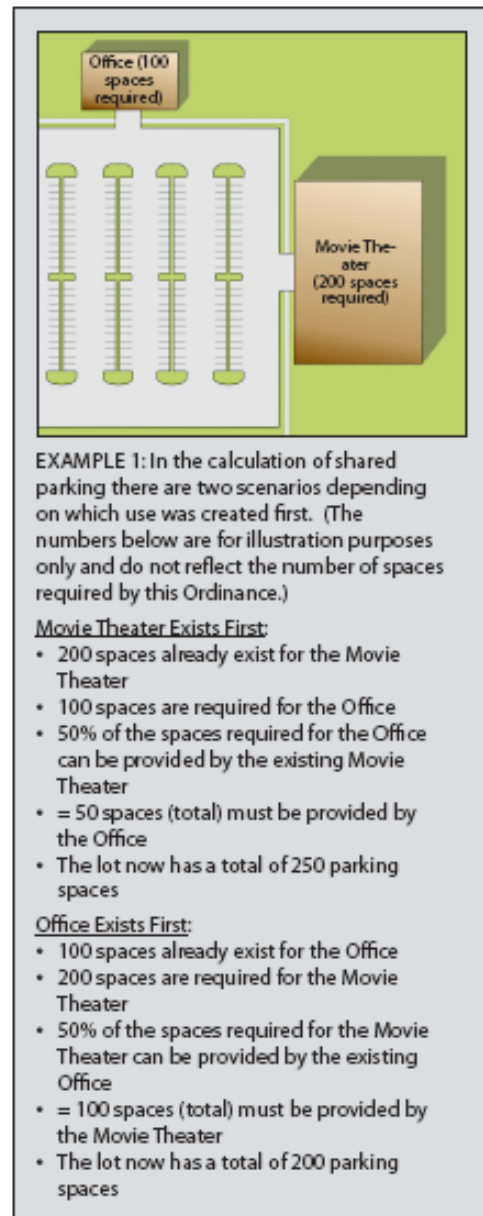


Top: Double-Loaded
Parking (minimums)

Bottom: Diagonal
Parking (minimums)

- 13) **LIGHTING.** When lighting facilities are used, such lighting shall be in accordance with *Section 7.12 – Outdoor Lighting*.
- 14) **LANDSCAPING.** Refer to *Section 7.05 – Landscaping Standards* for landscaping requirements. Refer to *Subsection 7.05(6)(c)(ii)* if the minimum number of parking spaces is exceeded.
- 15) **STACKING SPACES FOR DRIVE-THROUGH BUSINESSES**
- For the purposes of this Ordinance, one stacking space shall be construed as a minimum of nine (9) feet in width and nineteen (19) feet in length.
 - Businesses utilizing drive-through windows or those that offer drive-through facilities shall provide a minimum of:
 - seven (7) stacking spaces per vehicular service window for restaurants and coffee houses;
 - five (5) stacking spaces per vehicular service window or automated teller machine for banks and other financial institutions;
 - seven (7) stacking spaces per service bay for car-washing establishments;
 - three (3) stacking spaces per fuel pump or air compressor for gas stations;
 - five (5) stacking spaces per vehicular service window for all other uses.
 - Additional stacking space may be required based on the number of vehicles utilizing the drive-through at peak hour.
 - Lane widths should be delineated with pavement markings. However, individual spaces within the lane need not be marked.
 - Exception: Automobile filling stations do not need to delineate lane widths or individual spaces with pavement markings.
 - Stacking spaces shall be in addition to the required parking spaces and must not be located within a required driveway, internal circulation system, or parking aisle.
 - Stacking spaces shall begin at the point of transaction including all service windows, service bays, and automated teller machines.
- 16) **TURNING RADII.** Sufficient turning radii shall be provided in accordance with approved engineering standards so as to be adequate for all vehicle movement, including fire and safety vehicles, school buses or other oversize vehicles which may make use of the area.

Figure 7.1: Parking Calculation Example



17) PARKING OF COMMERCIAL VEHICLES.

- a) In commercial and industrial districts, commercial vehicles with or without signage which are over eight (8) feet in width and/or nineteen (19) feet in length shall not be stored in a parking area. Such vehicles shall be parked or stored in the required off-street loading space(s) or to the rear of the principal building when not in use or during non-business hours. Truck stops shall be exempt from this section.
- b) Where Special Exception approval is required, the City Council shall evaluate the potential impacts of noise, glare, dust, debris, traffic, public safety, and security, among other measures. Such locations, where approved, will need to be appropriately buffered, screened, and surfaced as to minimize quality of life and environmental impacts. Truck stops shall not be located within 500 feet of a property zoned R-1, R-2, SFA, MF-1, MF-2, or OMI.
 - i) Truck parking as a primary use on any commercial or industrial lot shall not have any trucks that are parked or stationary on the lot for more than more than forty-eight (48) hours at a time.
 - ii) In the event that there is not a principal building on site, all trucks must be parked behind the front yard setback. Under no circumstance may trucks be parked within a required setback area.
 - iii) Trailers may not be parked on any lot without being directly connected to a semi-tractor.
- c) With the exception of properties utilized for agricultural use, truck parking (except the temporary parking for the delivery of goods and/or services) and the outdoor storage of trucks over seventy-five hundred (7,500lbs.) pounds gross vehicle weight and or eight (8) feet in height, buses, and semi-tractor and/or trailers shall not be permitted in residential districts. No vehicles shall be parked for the purposes of advertising alongside interstates and highways in any zoning district.

18) PARKING OF NON-COMMERCIAL MOTOR VEHICLES. The parking of recreational vehicles, travel-trailers, boats, vehicle carrier trailers (including automobiles, snowmobiles, motorcycles, etc.), equipment trailers, and other non-commercial motor vehicles associated with residential uses are subject to the following requirements:

- a) At no time shall any parked or stored recreational vehicle be occupied or used for living, sleeping, or housekeeping purpose.
- b) The Director may require a land owner to verify that the vehicle is licensed and operational.
- c) In any District the wheels or any similar transporting devices of any recreational vehicle shall not be removed except for repairs, nor shall such vehicle be otherwise permanently fixed to the ground in a manner that would prevent ready removal of said types of mobile structures.
- d) The outside storage of motor vehicles used for motorsports shall be prohibited.

19) SPECIAL AREA DESIGNATION. Development Plans for proposed projects shall identify the location of handicapped spaces, trash receptacles, cart corrals, fire lanes or other special areas as may be required by other local, state or federal laws.

20) OFF -SITE AND SHARED PARKING

- a) Off-Site Parking. Off-site parking may be allowed on another lot that is within five-hundred (500) feet of the lot occupied by the use(s) for which it is required. A formal agreement between property owners shall be provided prior to Development Plan approval. The agreement shall be recorded with the Plat.

- b) Shared Parking. Shared parking may be allowed between two (2) or more lots that share property lines.
 - i) Uses with Similar Business Hours. The total of such off-street parking spaces supplied collectively for multiple uses with similar business hours, where all uses are located within a shopping center or a retail/office/business park subdivision, may be less than the sum of the requirements for the various uses computed separately. In no case shall the sum of the requirements for the various uses be reduced by more than fifteen percent (15%) of the required parking for uses when computed separately as determined by the planning staff.
 - ii) Uses with Dissimilar Business Hours. Churches, civic clubs, auditoriums, lodge halls, banquet halls, movie theaters, and stadiums may make arrangements with existing business establishments which normally have different hours of operation for sharing up to fifty percent (50%) of their required parking spaces (Example 1), provided however, where there is a sharing of facilities by different owners or tenants, there shall be a written agreement approved by the Planning & Zoning Commission. In addition, should any of the uses having a joint agreement after passage of this Ordinance be changed or facilities discontinued, then the required spaces for the use or uses remaining shall be provided elsewhere as a condition precedent to the continued use of the building or buildings. The approved agreement shall be recorded with the County Recorder, and a copy kept on file with the Community Development department.
 - c) Approval Requirements. All off-site and shared parking space arrangements are subject to the approval of the Director. Approvals shall be based on the determination that the use of off-site and/or shared parking will not provide hardships for pedestrians, will not result in potentiality hazardous traffic conditions, and will provide an adequate number of parking spaces for the uses involved. The parking needs of possible future uses of the property shall also be considered by the Director.
- 21) **PARKING LOTS IN SPECIAL AREAS**. Refer to *Chapter V: Infill Development Standards* for additional parking standards.
- 22) **PARKING LOTS IN RESIDENTIAL DISTRICTS**. The Planning & Zoning Commission may approve parking lots in the residential zoning districts subject to the following conditions:
- a) The parking lot shall be accessory to and for the use in connection with one or more permitted or Special Exception permitted uses in and adjoining commercial and industrial districts.
 - b) The parking lot shall contain not less than five-thousand (5,000) square feet, which shall abut at least fifty (50) feet, either directly or across an alley or street, on the district in which the use for which the parking is provided, permitted or conditionally permitted.
 - c) The parking lot shall be used solely for the parking of passenger vehicles and no commercial repair work or service of any kind shall be conducted on the parking lot.
 - d) No sign of any kind, other than those designating entrances, exits, conditions or use and penalties for improper use shall be maintained on the parking lot.
 - e) The parking lot located in a residential district shall not be illuminated after 9 p.m., with the exception of multifamily developments.
 - f) Entrances and exits shall be at least twenty (20) feet from any adjacent property located in a residential district.

- g) Refer to *Section 7.05 – Landscaping Standards* for landscaping and screening standards.
- 23) BICYCLE PARKING. When located within five-hundred (500) linear feet from the nearest property line to a dedicated public bike/ped trail system, all non-residential uses shall provide one designated bicycle parking area for every twenty-five (25) vehicle parking spaces required by this Ordinance, with a minimum provision for three (3) bicycle spaces. Each bicycle area shall provide adequate facilities for securing the parked bicycles.
- 24) MODIFICATION. The Planning & Zoning Commission shall have the authority to modify any of the requirements of this section in accordance with *Subsection 2.02(9)(a)ix*.
- 25) LOADING AND UNLOADING SPACES REQUIRED. Every building used for nonresidential purposes which customarily receives or distributes goods by motor vehicle shall provide sufficient space on the premises for all loading and service purposes on the basis of the following minimum regulations:
- a) Number of Loading and Unloading Spaces Required
 - i) Loading space as required under this section shall be provided as area additional to off-street parking spaces required by other provisions of this chapter and shall not be considered as supplying off-street parking space.
 - b) Loading and Unloading Space Design Standards
 - i) Dimensions. Every loading and unloading space shall not be less than twelve (12) feet in width, forty (40) feet in length, and fourteen (14) feet clearance.
 - ii) Access. Access to truck loading and unloading spaces shall be provided directly from a public street or alley or from any right-of-way that will not interfere with public convenience and that will permit the orderly and safe movement of such trucks.
 - iii) Surfacing. All open loading spaces shall be graded and provided with a durable and dustless hard surface of asphalt, concrete, or other suitable materials capable of withstanding one thousand (1,000) pounds per square inch (psi).
 - iv) Drainage. All loading spaces shall be provided with adequate drainage facilities as approved by the City Engineer during the Development Plan Review process.
 - v) Location. No loading shall occur in a yard abutting a residential use and/or zone unless approved by the Planning & Zoning Commission.
 - vi) Screening. Landscaping and screening shall be as indicated in *Section 7.05 – Landscaping Standards*. The Planning & Zoning Commission shall have the power to determine the need for an additional amount of planting/landscaping, materials, walls, fences or any combination of these as deemed necessary.
 - vii) Lighting. When lighting facilities are used, such lighting shall be in accordance with *Section 7.12 – Outdoor Lighting*.

Table 7.2: Number of Loading Spaces	
Buiding Area	Number of Loading Spaces Required
Less than 5,000 square feet	No spaces required
5,000 square feet but less than 20,000 square feet	One (1) space required
20,000 square feet or more	Two (2) spaces required plus one (1) additional space for each 20,000 square feet over the initial 20,000 square feet

26) MINIMUM NUMBER OF PARKING SPACES. *Table 7.3: Minimum Parking Space Requirements* shall be used to determine the minimum number of parking spaces required for the specified use.

- a) Maximum Spaces. The maximum number of permitted parking spaces is the minimum required number of spaces plus ten percent (10%).
 - i) For proposed parking lots of more than one-hundred (100) parking spaces that exceed the maximum number of permitted spaces (see *Section 7.02(26)a* above), the Planning & Zoning Commission may increase the minimum amount of required interior landscaping by five percent (5%), and may require that the additional paved area be constructed with pervious pavement.
- b) Requirements for Uses Not Specified. Where a use is not specifically mentioned in *Table 7.3: Minimum Parking Space Requirements*, the requirements for a use which is so mentioned and to which said use is similar shall apply.
- c) Right-of-Way. No parking, loading or servicing of vehicles shall be done on the right-of-way of any publicly dedicated thoroughfare. This section is not intended to exclude vehicles from on-street parking in areas zoned CBD.
- d) Net Floor Area Measurement. For the purpose of determining parking space requirements in this section, the term “net floor area” means the area used for service to the public and excludes area used principally for non-public purposes such as storage, incidental repair, processing, show window, mechanical rooms, elevator shafts, stairwells, rest rooms and dressing rooms. Any derived number with a fractional value of more than fifty percent (50%) shall be rounded to the next highest whole number.

1) PARKING FOR PERSONS WITH DISABILITIES

- i) Required in All Parking Lots Parking spaces for persons with disabilities shall be provided in all parking lots in accordance with Americans with Disabilities Act Accessibility Guidelines (ADAAG) for Buildings and Facilities.
- ii) Standards Vehicular access aisle widths shall be the same as for perpendicular parking spaces. A handicap access aisle shall be provided adjacent to each handicap parking space and may be shared between adjacent handicapped parking spaces. If parking spaces are provided for self-parking by employees or visitors, or both, then accessible spaces shall be provided in each such parking area in conformance with the table below. Spaces required by the table need not be provided in the particular lot. They may be provided in a different location if equivalent or greater accessibility, in terms of distance from an accessible entrance, cost and convenience is ensured. Dimensions for disabled parking are provided in *Figure 7.4*.
- iii) Number of Required Parking Spaces The number of parking spaces to be provided for persons with disabilities shall comply with *Table 7.3: Parking for the Disabled*.
- iv) Marking All handicapped accessible spaces shall be clearly marked as such.

Table 7.3: Parking for the Disabled	
Parking Capacity	Required Minimum Spaces for Persons with Disabilities
1-25	1
26-50	2
51-75	3
76-100	4
101-150	5
151-200	6
201-300	7
301-400	8
401-500	9
501-1000	2% of total
1,001 and over	20 plus 1 for each 100 over 1,000

Table 7.4: Minimum Parking Space Requirements	
Type of Use	Minimum Required Parking
Agricultural	
Animal Breeding (commercially)	one (1) space per employee on largest shift
Farm Equipment Sales & Service	one (1) space per five hundred (500) square feet of enclosed sales area, plus one (1) space per two thousand five hundred (2,500) square feet of open sales area, plus one (1) space per employee on the largest shift
General Farming Uses	two (2) spaces per dwelling unit
Greenhouse or Plant Nursery	one (1) space per three hundred (300) square feet of interior sales, plus one (1) space per employee on the largest shift
Horse Stable (commercial)	one (1) space per four (4) stalls, plus one (1) space per employee on the largest shift
Truck Garden or Produce Stand	four (4) spaces per individual owner-occupied stand
Residential	
Accessory Apartments	one (1) space per dwelling unit
Amenity Area	one (1) space per three hundred (300) square feet of clubhouse or lodge space, plus one (1) space per two hundred fifty (250) square feet of non-competition pool
Assisted living/Senior Housing	eight-tenths (0.8) spaces for every patient/resident room/unit
Bed and Breakfast Establishment or Boarding House (owner must live on-premises)	one (1) space for each guest room, plus two (2) spaces for the owner
Facility for the Developmentally / Mentally Disabled	one (1) space for each employee on the largest shift, plus one (1) space per three (3) clients
Group Home	one (1) space per five (5) residents, plus one (1) space per employee on the largest shift
Manufactured Home Park	two (2) spaces per unit, plus one (1) visitor space for every two (2) units
Multi-Family	
Studio or 1 Bedroom	one (1) space per unit, plus one (1) visitor space per three (3) units
2 Bedrooms	1.6 spaces per unit, plus one (1) visitor space per three (3) units
3 Bedrooms	1.8 spaces per unit, plus one (1) visitor space per three (3) units
4 Bedrooms	two (2) spaces per unit, plus one (1) visitor space per three (3) units
each bedroom after 4	add 0.5 spaces per additional bedroom
Nursing home or convalescent care facility	one (1) space for every four (4) beds, plus one (1) per employee on the largest shift
Single-, two-family, and manufactured home	
Up to 3 Bedrooms	two (2) spaces per unit
4 or more Bedrooms	three (3) spaces per unit
Institutional	
Education	
Elementary and Junior High/Middle School	two and one-half (2.5) spaces per classroom
High School	one (1) space for every five (5) students of design capacity, plus two (2) spaces for each classroom OR one (1) space for every four (4) seats in any auditorium or assembly hall, whichever is greater
Nursery School	one (1) space per employee on largest shift, plus one (1) space per five (5) attendees
University, College or Vocational School	one (1) space for every three (3) students of design capacity
Other	
Club or Lodge	one (1) space for every fifty (50) square feet of net floor area
Community Center	one (1) space for every three (3) people at maximum capacity
Funeral Home	one space for every seventy-five (75) square feet of parlor or chapel space; or one (1) space per five (5) seats, whichever is greater. This number shall be exclusive of spaces dedicated to hearses, company vehicles or ambulances
Government and Municipal Building	one (1) space for each three hundred (300) square feet of net floor area
Hospital	one (1) space for each two (2) patient beds (excluding bassinets), plus one (1) space for each person on largest shift
Places of Worship	one (1) space per four (4) fixed seats or eighteen (18) linear feet of bench; if no fixed seating, one (1) space per twenty-eight (28) square feet of main auditorium space
Police/Fire Station	one (1) space for every three hundred (300) square feet of net floor area, plus one (1) space for each vehicle used for fire or police protection
Post Office	one (1) space for each employee, plus one (1) space for every two hundred (200) square feet of usable floor area
Public Library, Art Gallery, or Museum	one (1) space for every five hundred (500) square feet of net floor area
Recycling Center (public)	one (1) space per two thousand five hundred (2,500) square feet of processing /storage space
Recycling Center (sorting/distribution)	one (1) space per five thousand (5,000) square feet of processing / storage space, plus one (1) space per three hundred (300) square feet of administrative/office area
Utility Service Facility/Office	one (1) space per three hundred (300) square feet of administrative/office area, plus one (1) space per company vehicle
Veterinarian Clinic/Animal Hospital (temporary boarding only, for ill or injured animals)	one (1) space for each examination room plus two (2) space for each fifty (50) square feet of reception area

Table 7.4: Minimum Parking Space Requirements	
Type of Use	Minimum Required Parking
Parks & Recreation	
Active Recreation Area (athletic fields, tennis courts, basketball, soccer, baseball, softball, football, playgrounds, etc.)	one (1) space per acre, plus twenty (20) spaces per field, plus five (5) spaces per court
Amphitheater	one (1) space per three (3) seats, plus one (1) space per twenty-five (25) square feet of open seating area, plus one (1) space per employee on the largest shift
Driving Range	one and one-half (1.5) spaces per tee
Golf Course	two (2) spaces for each hole plus one (1) space for each one hundred (100) square feet of net floor area of the clubhouse
Passive/Low Intensity Recreation (unimproved backpacking trails, unimproved hiking trails, picnic areas, primitive camping areas, canoeing and rafting areas, etc.)	two (2) spaces per mile of trail; or one (1) space per three (3) acres
Swimming Pool (excluding private pools on residential lots)	one space for each one hundred (100) square feet of pool and pool deck area
Commercial	
Adult	
Sexually Oriented Business (unlicensed massage parlors, adult book stores, adult entertainment services, etc.)	one (1) space for every three (3) seats; OR one (1) space per two hundred (200) square feet of net floor area, whichever is greater
Motor Vehicle Services	
Motor Vehicle Filling Station	one (1) space for each pump
with service bays	add one (1) space for each bay or work area
with convenience store	one (1) space for each three hundred (300) square feet of enclosed net floor area
Motor Vehicle Sales (automobile, recreational vehicles, motorcycle, truck, trailer, etc.) Customer & Employee Parking	one (1) space for each five hundred (500) square feet of net floor area of sales, shop or garage, plus one (1) space per two thousand five hundred (2,500) square feet of open sales area
Motor Vehicle Service and Repair	three (3) spaces for each bay or work area
Entertainment	
Auditoriums and places of assembly with or without fixed seats	one (1) space per one hundred fifty (150) square feet of seating/display area
Drive-In Movie Theater	one (1) space per vehicle at maximum capacity plus three (3) spaces for employees
Indoor Recreation (billiards, video arcades, ice/roller skating rink)	one (1) space for every four (4) seats; or one (1) space for every four (4) people at maximum capacity
Miniature Golf	one (1) space for every hole
Movie Theater	one (1) space for every four (4) seats, plus one (1) space for each employee
Recreation, Commercial (water parks, sports arenas, batting cages, amusement parks, motor vehicle or animal racing facilities, etc.)	one (1) space for each three (3) seats; or one (1) space for each participant at maximum utilization, whichever is greater
Service Businesses	
Animal Boarding Facility (includes kennel)	one (1) space for every four hundred (400) square feet of net floor area, excluding animal exercise areas
Business, Commercial Service	one space for each three hundred (300) square feet of net floor area
Contractors Service	one (1) space for each five hundred (500) square feet of net floor area
Dance/Aerobics/Gymnastics/Martial Arts Studios	one (1) space for every two hundred fifty (250) square feet of floor area, plus adequate area for safe and convenient loading and unloading of students
Day Care Center (child/adult)	one (1) space for every four (4) attendees; minimum six (6) spaces
Health Service (health club, fitness facility, health spa, etc.)	one (1) space for every three hundred (300) square feet of net floor area
Hotel/Motel	one (1) space for each sleeping room plus one (1) space for each four hundred (400) square feet of public meeting area and/or restaurant space
Personal Service (barber shops, beauty parlors, nail salon, etc.)	two and one half (2.5) spaces per customer services chair
Self Service Storage Facility	one (1) space for each twenty (20) rental storage units; no less than three (3) spaces
Shoe Repair	one (1) space for every four hundred (400) square feet of net floor area
Professional/Office	
Clinics	one (1) space for every four hundred (400) square feet of net floor area
Financial Institutions	one (1) space for every three hundred (300) square feet net floor area, plus stacking space for five (5) vehicles at each vehicular service window
Bank Machine / AT M Walk-Up Facility	two (2) spaces per AT M
Professional Office (general, law, insurance, travel, design, etc.)	one (1) space for each three hundred (300) square feet of net floor area
Restaurant/Food Preparation	
Bakery, Retail	one (1) space for every five hundred (500) square feet of floor area; minimum five (5) spaces
Coffee Shop	one (1) space per two (2) seats; minimum six (6) spaces
Restaurant	one (1) space per three (3) seats, plus one (1) space for each employee on largest shift
with vehicular service window	one (1) space per two (2) seats, plus seven (7) stacking spaces per drive-through lane, where applicable
if no indoor seating	minimum ten (10) spaces
Bar / Tavern	one (1) space for every three (3) seats; OR one space for each one hundred square feet of net floor area, whichever is greater(100)

Table 7.4: Minimum Parking Space Requirements	
Type of Use	Minimum Required Parking
Retail Businesses	
Business, Retail	one space for each three hundred (300) square feet of net floor area; minimum six (6) spaces
Supermarket / Convenience Store	up to 5,000 square feet: one (1) space for every two hundred fifty (250) square feet of net floor area greater than 50,000 square feet: one (1) space for every three hundred (300) square feet of net floor area
Hardware Store / Appliance Sales	one (1) space for every four hundred (400) square feet of net floor area
Apparel / Shoe Store	one (1) space for every three hundred (300) square feet of net floor area
Furniture Store	one and one half (1.5) spaces for every one thousand (1000) square feet of net floor area
Business, Wholesale	one (1) space for each five hundred (500) square feet of net floor area
Shopping Center / Big Box	
≤ 100,000 square feet gross leasable	one (1) space per three hundred (300) square feet for the first ten thousand (10,000) square feet and one (1) space per each four hundred (400) square feet thereafter
between 100,001-500,000 sq ft gross leasable area	one (1) space per three hundred fifty (350) square feet for the first ten thousand (10,000) square feet and one (1) space per each four hundred (400) square feet thereafter
> 500,000 sq ft gross leasable area	one (1) space four hundred (400) square feet
Industrial	
Manufacturing	one (1) space per employee on largest shift, plus one (1) visitor space per ten (10) employees
Research and Testing	
Salvage Yard	
Solid Waste Transfer Station	
Warehousing, Distribution, or Flex Tenant	

Sec. 7.03 – ENTRANCE/DRIVE STANDARDS

- 1) INTENT. The purpose of these entrance and drive standards is to provide for a safe and efficient vehicular and pedestrian transportation system by establishing minimum standards for site entrance drives, driveways, and interior drives.
- 2) GENERAL ENTRANCE/DRIVE STANDARDS APPLICABLE TO ALL ZONING DISTRICTS.
 - a) General Requirements. All driveways and interior drives shall conform to the following design requirements:
 - i) Entrance Drives and Driveway Widths. Entrance drives shall conform to the following minimum pavement widths up to and at the point which they intersect the public right-of-way. The distances for these standards shall be determined by measuring from the outside edges of the curb or pavement (whichever is more) of the entrance or drive at the public right-of-way which it accesses. The distance shall not include any acceleration or deceleration lanes or turning radii. The width shall be:
 - (1) Fourteen (14) feet per lane (exclusive of any medians) if from a non-residential or multifamily residential use onto any type of street, and
 - (2) Twenty-four (24) feet total if from a residential major subdivision onto any type of street.
 - (3) Twelve (12) feet for an individual residential driveway onto a local street and fourteen (14) feet for one and two-family residential driveways onto arterial or collector streets.
 - ii) Design and Construction of the Parking Lot Entrance Drive. For every new or converted multi-family, commercial, industrial and quasi-public use, the following standards shall apply:



CITY OF VILLA RICA

City Council Packet

SUBJECT: Amendment to Section 7.08 – *Tree Conservation, Buffers, and Landscaping Compliance* (Contained in the City of Villa Rica Zoning Code)

CITY COUNCIL AGENDA DATE: October 25th, 2022

DATE: September 22, 2022

PREPARED BY: Ronald Johnson, Planning & Zoning Specialist

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Section 7.08 of the Villa Rica Zoning Code is a part of the City's Zoning Ordinance. The purpose of this proposed amendment is to remove three tree species from our list of approved trees: Leyland Cypress, Hybrid American Arborvitae, and Hetz Midget Arborvitae.

BACKGROUND: Staff has identified the need to revise Section 7.08 in order to remove Leyland cypress, Hybrid American Arborvitae, and Hetz Midget Arborvitae from our list of approved trees. Staff has seen a high failure rate of these plants when planted within parking lots and near other hardy surfaces. Staff recommends that other trees on the list be used in lieu of these trees. Staff will come back to the City Council at a later date to fully address other more comprehensive proposed changes to this section.

STAFF RECOMMENDATION: Staff recommends approval of the proposed amendment.

PLANNING COMMISSION: APPROVAL (5-0)

MOTION:

1. I move to approve the proposed amendment to Section 7.08 of the City of Villa Rica Zoning Ordinance as attached hereto.

Sec. 7.08 – TREE CONSERVATION, BUFFERS, AND LANDSCAPING COMPLIANCE

- 1) Tree Removal.
 - a) An application for a tree removal permit when land disturbing activity is involved shall comply with the following requirements.
 - i) Site inspections
 - (1) Authority.
 - (a) The Community Development Director or their designee has the authority to perform site inspections and enforce the provisions of this chapter.
 - (2) Visits to site for discussions regarding regulations.
 - (a) Prior to the issuance of a tree removal permit or right-of-way encroachment permit, a visit shall be made to the proposed site by the Community Development Director or their designee and the applicant for the purpose of discussing the provisions of this chapter.
 - (b) After a permit is issued and tree protection measures have been installed, and prior to any land disturbance, another site inspection shall be made by the Community Development Director or their designee.
 - (c) Another site inspection shall occur prior to the issuance of final plat approval or a certificate of occupancy. All provisions of this chapter shall be met before final plat approval or a certificate of occupancy can be issued.
 - (d) Other site inspections may take place without notice at any time prior to or after the issuance of a certificate of occupancy or final plat approval to ensure continuing compliance with the provisions of this chapter.
 - (3) Access by authorized representatives.
 - (a) No person, corporation or association shall refuse entry or access to any authorized representative or agent of the Community Development Director or their designee who requests entry for the purposes of inspection and who presents appropriate credentials, nor shall any person obstruct, hamper, or interfere with any such representative while in the process of carrying out their official duties.
- 2) Tree maintenance
 - a) The owner shall be responsible for maintaining the health of all conserved and new trees. The owner shall replace any new tree that dies within three years, or prior to issuance of the final certificate of occupancy for the project, whichever occurs last.
- 3) Penalties
 - a) Failure to obtain permit
 - i) If any person commences any land disturbing activity, tree destruction, tree cutting, tree removal or building activity requiring a tree removal permit without first obtaining said permit, the person shall be deemed to be in violation of the provisions of this chapter.
 - b) Violations
 - i) The owner of any property wherein a violation exists, and any builder, contractor, or agent who may have assisted in the commission of any such violation, may be chargeable with separate offenses for each such violation. Any person violating any of the provisions of this chapter other than as hereinabove provided shall, upon conviction, be punished as prescribed in subsection (e) of this section. Each day during which such violation occurs or continues shall constitute and be punishable as a separate offense.

- c) Stop work orders
 - i) A stop work order may be issued by the Community Development Director or their designee for violation of any provision of this chapter. All stop work orders shall be effective immediately upon issuance and shall remain in effect until the necessary corrective action or mitigation has occurred and permission has been granted by the city to resume work. No certificate of occupancy or final plat approval shall be issued while a stop work order is in effect or until an assessed fine has been paid and permission has been granted by the city in writing for a certificate of occupancy or final plat approval.
- d) Responsibility
 - i) The Community Development Director, or their designee is responsible for determining whether a violation has occurred. Violations may include, but are not limited to: failure to obtain a tree removal permit, deviation from the approved plan; failure to properly install tree protection structures; failure to maintain tree protection structures in effective condition; evidence of harmful activities occurring within the tree protection zone; improper planting; failure to conserve or establish the required tree canopy cover; unauthorized delay in tree planting; damage to a conserved or established tree's crown, trunk, roots, or critical root zone; and damage to a city tree's crown, trunk, roots, or critical root zone.
- e) Monetary penalties
 - i) Any person who violates any provision of this chapter, any permit condition, or who negligently or intentionally fails or refuses to comply with any order, notice of code violation or formal charge of violation which the Community Development Director or their designee issues as provided in this chapter shall be liable for a penalty of up to one-thousand (\$1,000.00) dollars per day for each violation of the provisions of this chapter. Each day that such failure or refusal continues shall constitute a separate violation.

Figure 7.3: Recommended Tree Type and Placement

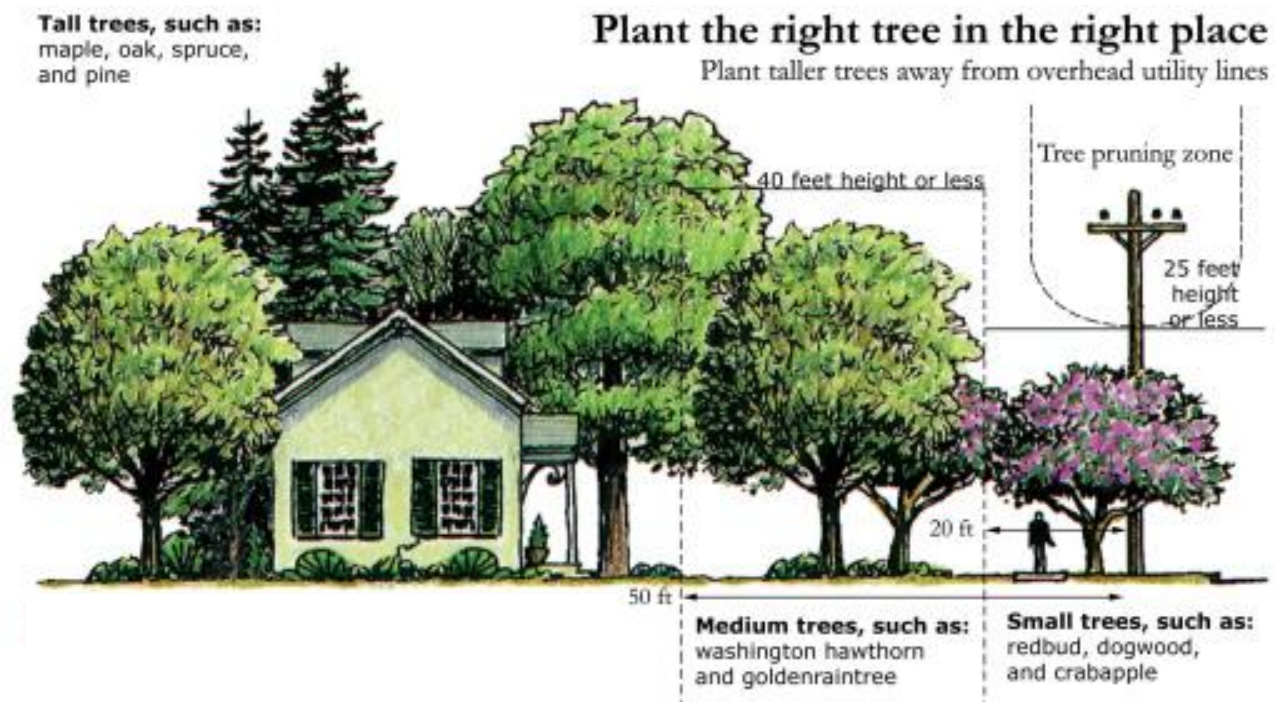


Table 7.13: Trees for Planting on Streets, Highways, and Parking Lots (generally with high canopies, shade producing, hardy)				
Botanic Name	Common Name	Type	Mature Height	Tree Category
Acer campestre	Hedge Maple	D	30'-40'	Ornamental
Acer Freemanii	Freeman Maple	D	50'-60'	Shade
Acer rubrum	Red Maple	D	40'-60'	Shade
Acer saccharum	Sugar Maple	D	50'-70'	Shade
Carpinus betulas 'Fastigiata'	Upright European Hornbeam	D	30'-40'	Shade
Carpinus caroliniana	American Hornbeam	D	25'-30'	Ornamental
Crataegus phaenopyrum	Washington Hawthorn	D	25'-30'	Ornamental
Ginkgo biloba (male only)	Ginkgo	D	40'-60'	Ornamental
Gleditsia triacanthos inermis	Thornless Honeylocust	D	30'-60'	Shade
Gleditsia triacanthos 'Imperial'	Imperial Honeylocust	D	30'-60'	Shade
Koelreuteria paniculata	Golden Rain Tree	D	30'-40'	Shade
Liquidambar styraciflua	American Sweet Gum	D	40'-60'	Ornamental
Liriodendron tulipifera	Tulip Tree	D	70'-80'	Shade
Platanus x acerifolia 'Bloodgood'	Bloodgood London Planetree	D	70-85'	Shade
Pyrus calleryana 'Aristocrat'	Aristocrat Pear	D	35'-45'	Shade
Quercus alba	White Oak D 60'-80' Shade	D	60'-80'	Shade
Quercus bicolor	Swamp White Oak	D	40'-50'	Shade
Quercus coccinea	Scarlet Oak	D	60'-80'	Shade
Quercus palustris	Pin Oak	D	50'-80'	Shade
Quercus phellos	Willow Oak	D	50'-70'	Shade
Quercus robur	English Oak	D	50'-70'	Shade
Quercus rubra	Red Oak	D	40'-60'	Shade
Sorbus alnifolia	Korean Mountain Ash	D	20'-30'	Ornamental
Sorbus 'Aria'	White Beam Mountain Ash	D	25'-40'	Ornamental
Taxodium distichum	Bald Cypress	D	50'-100'	Shade
Tillia americana Basswood	Basswood Linden	D	40'-60'	Shade
Tillia cordata 'Green Spine'	Little-Leaf Linden	D	40'-50'	Shade
Tillia tomentosa	Silver Linden	D	40'-50'	Shade
Zelkova serrata 'Village Green'	Village Green Zelkova	D	40'-60'	Shade
D = Deciduous E = Evergreen				
Note: Several varieties of each species may be available and may substituted upon approval by the Director.				

Table 7.14: Trees for Planting on Streets and Highways that Minimize Conflict with Overhead Utilities

Botanic Name	Common Name	Type	Mature Height	Tree Category
Acer campestre	Hedge Maple	D	30'-40'	Ornamental
Carpinus caroliniana	American Hornbeam	D	25'-30'	Ornamental
Cercis canadensis	Eastern Redbud	D	20'-25'	Ornamental
Crataegus crus-galli	Cockspur Hawthorn	D	15'-25'	Ornamental
Crataegus phaenopyrum	Washington Hawthorn	D	20'-25'	Ornamental
Malus hybrids	Flowering Crabapple	D	15'-30'	Ornamental
Prunus 'Newport'	Newport Plum	D	15'-20'	Ornamental
Prunus maackii	Amur Chokecherry	D	25'-30'	Ornamental
Prunus virginiana	Chokecherry	D	20'-25'	Ornamental
Sorbus alnifolia	Korean Mountain Ash	D	20'-30'	Ornamental
Sorbus "Aria"	White Beam Mountain Ash	D	25'-40'	Ornamental
D = Deciduous E = Evergreen				

Table 7.15: Ornamental Trees for Use in Site Interior or Buffer

Botanic Name	Common Name	Type	Mature Height	Tree Category
Acer ginnala	Amur Maple	D	15'-20'	Ornamental
Acer griseum	Paperbark Maple	D	20'-30'	Ornamental
Acer palmatum	Japanese Maple	D	15'-20'	Ornamental
Amelanchier canadensis	Juneberry	D	30'-35'	Ornamental
Amelanchier grandiflora	Apple Serviceberry	D	25'-30'	Ornamental
Amelanchier laevis	Allegheny Serviceberry	D	25'-30'	Ornamental
Betula nigra	River Birch	D	40'-60'	Ornamental
Betula papyrifera	Paper Birch	D	40'-60'	Ornamental
Cercidiphyllum japonicum	Katsura Tree	D	25'-40'	Ornamental
Cercis Canadensis	Eastern Redbud	D	20'-30'	Ornamental
Cornus kousa	Japanese Dogwood	D	20'-25'	Ornamental
Cotinus coggyria	Smoke Tree	D	15'-20'	Ornamental
Magnolia loebneri	Magnolia	D	12'-15'	Ornamental
Magnolia soulangiana	Saucer Magnolia	D	15'-20'	Ornamental
Magnolia stellata	Star Magnolia	D	10'-15'	Ornamental
Prunus sargentii 'Columnaris'	Columnar Sargent Cherry	D	25'-30'	Ornamental
Prunus serrulata	Oriental Cherry	D	15'-25'	Ornamental
Prunus virginiana	Canada Red Select Cherry	D	20'-25'	Ornamental
Salix matsudana 'Tortuosa'	Corkscrew Willow	D	25'-30'	Ornamental
D = Deciduous E = Evergreen				

Table 7.16: Evergreen Trees for Use in Site Interior or Buffer

Botanic Name	Common Name	Type	Mature Height	Tree Category
Abies Concolor	White Fir	E	30'-50'	Evergreen
Cupressocyparis Leylandii	Leyland Cypress	E	60'-70'	Evergreen
Picea abies	Norway Spruce	E	50'-60'	Evergreen
Picea glauca densata	Black Hills Spruce	E	50'-60'	Evergreen
Picea omorika	Serbian Spruce	E	50'-60'	Evergreen
Picea pungens	Colorado Spruce	E	60'-75'	Evergreen
Picea pungens 'Glaucua'	Colorada Blue Spruce	E	60'-75'	Evergreen
Pinus nigra	Austrian Pine	E	30'-60'	Evergreen
Pinus ponderosa	Ponderosa Pine	E	40'-50'	Evergreen
Pinus strobus	Eastern White Pine	E	50'-100'	Evergreen
Tsuga canadensis	Canada Hemlock	E	60'-75'	Evergreen
D = Deciduous E = Evergreen				

Table 7.17: Vines for Walls and Fences

Botanic Name	Common Name	Type
Aristolochia durior	Dutchmans's Pipe	D
Campsis radicans	Trumpetvine	D
Celastrus scandens	American Bittersweet	D
Clematis jackmanii	Clematis Hybrids	D
Clematis laguninos	Clematis Hybrids	D
Lonicera brownii	Dropmore Scarlet Honeysuckle	D
Lonicera hechtii	Everblooming Honeysuckle	D
Parthenocissus quinquefolia	Virginia Creeper	D
Parthenocissus tricuspidata	Boston Ivy	D
D = Deciduous E = Evergreen		

Table 7.18: Small Shrubs Approved for Screens, Hedges, and Specimen Planting

Botanic Name	Common Name	Type	Mature Height
Aronia melanocarpa	Black Chokeberry	D	4'-6'
Berberis thunbergii	Japanese Barberry	D	3'-5'
Buxus microphylla 'Koreana'	Korean Boxwood	E	2'-3'
Chaenomeles species	Flowering Quince	D	2'-6'
Cotoneaster divaricata	Spreading Cotoneaster	D	5'-6'
Euonymus fortunei	Euonymous	E	4'-6'
Hydrangea macrophylla	Nikko blue Hydrangea	D	3'-4'
Ilex crenata	Japanese Holly	E	3'-5'
Mahonia aquifolium	Oregon Grape	E	3'-6'
Physocarpus opulifolius intermedius	Dwarf Ninebark	D	4'-5'
Prunus glandulosa	Dwarf Flowering Almond	D	4'-6'
Rhus aromatica	Fragment Sumac	D	4'-6'
Symphoricarpos alba	White Snowberry	D	5'-6'
Weigela florida	Flowering Weigela	D	4'-5'
Weigela vaniceki	Cardinal Shrub	D	4'-5'
D = Deciduous E = Evergreen			

Table 7.19: Large Shrubs Approved for Screens, Hedges, and Specimen Planting			
Botanic Name	Common Name	Type	Mature Height
Caragana arborescens	Siberian Peashrub	D	12'-15'
Cornus alba, 'Elegantissima'	Variegated Dogwood	D	6'-10'
Cornus alternifolia	Pagoda Dogwood	D	15'-20'
Cornus sericea baileyi	Redtwig Dogwood	D	8'-10'
Cotinus coggygria	Smoke Tree	D	8'-10'
Cotoneaster acutifolius	Peking Cotoneaster	D	4'-8'
Euonymus alatus 'compactus'	Burning Bush	D	7'-10'
Forsythia intermedia Hybrids	Hybrid Forsythia	D	7'-10'
Forsythia suspensa	Weeping Forsythia	D	8'-10'
Hamamelis virginiana	Common Witch Hazel	D	10'-15'
Hibiscus syriacus	Rose of Sharon	D	4'-12'
Hydrangea arborescens 'Annabelle'	Annabelle Hydrangea	D	4'-15'
Hydrangea paniculata 'Grandiflora'	Peegee Hydrangea	D	6'-10'
Ilex meserveae	Blue Holly	E	6'-8'
Ilex opaca	American Holly	E	8'-15'
Juniperus chinensis	Chinese Juniper	E	6'-15'
Juniperus scopulorum	Rocky Mountain Juniper	E	6'-15'
Ligustrum amurense	Amur Privet	D	4'-8'
Ligustrum 'Vicaryi'	Golden Vicary Privet	D	4'-12'
Myrica pennsylvanica	Northern Bayberry	D	5'-10'
Philadelphus coronarius	Sweet Mockorange	D	8'-10'
Philadelphus virginialis	Minnesota Snowflake	D	6'-8'
Picea glauca 'Conica'	Dwarf Alberta Spruce	E	6'-10'
Prunus cistena	Cistena Plum	D	6'-8'
Prunus triloba	Flowering Almond	D	8'-10'
Rhamnus frangula	Alder Buckthorn	D	12'-15'
Rhus glabra	Smooth Sumac	D	8'-10'
Rhus typhina	Staghorn Sumac	D	8'-12'
Salix caprea	French Pussy Willow	D	15'-20'
Sambucus canadensis	American Elderberry	D	6'-8'
Shepherdia argentea	Silver Buffaloberry	D	5'-8'
Sorbaria sorbifolia	Flase Spiraea	D	6'-8'
Syringa chinensis	Chinese Lilac	D	6'-8'
Syringa hyacinthiflora Hybrids	Hybrid Canadian Lilac	D	8'-12'
Syringa vulgaris	Common Lilac	D	8'-12'
Syringa vulgaris Hybrids	Hybrids Hybrid French Lilac	D	8'-12'
Taxus cuspidata 'Capitata'	Upright Japanese Yew	E	10'-25'
Taxus 'Hicksi'	Hick's Yew	E	10'-12'
Thuja occidentalis Hybrids	Hybrids American Arborvitae	E	4'-15'
Viburnum dentatum	Arrowwood Viburnum	D	0'-15'
Viburnum lantana	Wayfaring Tree	D	8'-15'
Viburnum lantago	Nannyberry	D	8'-15'
Viburnum opulus	European Cranberry Bush	D	10'-12'
Viburnum placatum tomentosum	Doublefile Viburnum	D	8'-10'
Viburnum prunifolium	Black Haw Viburnum	D	10'-12'
Viburnum rhytidophyllum	Leatherleaf Viburnum	D	6'-15'
Viburnum trilobum	American Cranberry Bush	D	8'-12'

D = Deciduous E = Evergreen

Table 7.20: Low Spreading Shrubs Approved for Borders, Parking Islands, and Groundcover			
Botanic Name	Common Name	Type	Mature Height
Berberis mentorensis	Mentor Barberry	E	3'-4'
Berberis thunbergii Hybrids	Japanese Barberry	D	2'-4'
Berberis verruculosa	Warty Barberry	E	2'-3'
Buxus sempervirens	Boxwood	E	2'-3'
Cotoneaster apiculata	Cranberry Cotoneaster	D	2'-3'
Cotoneaster horizontalis	Rockspray Cotoneaster	D	1'-3'
Daphne burkwoodii	Burkwood Daphne	D	3'-4'
Duetzia gracilis	Slender Duetzia	D	2'-3'
Euonymus fortunei 'Sarcxie'	Sarcxie Euonymus	E	3'-4'
Forsythia viridissima 'Bronxensis'	Dwarf Forsythia	D	1'-2'
Hypericon patulum	St. John's Wort	D	2'-3'
Juniperus (spreading varieties)	Juniper	E	1'-3'
Mahonia aquifolium 'Compacta'	Dwarf Oregon Grape	E	2'
Microbiota decussata	Siberian Cypress	E	1'
Philadelphus virginialis	Miniature Snowflake	D	2'-3'
Picea abies 'Nidiformis'	Birdnest Spruce	E	2'
Picea abies 'Pumila'	Dwarf Norway Spruce	E	2'-3'
Picea pungens 'Globosa'	Blue Globe Spruce	E	3'-4'
Pinus mugo	Mugho Pine	D	3'-4'
Potentilla fruticosa Hybrids	Bush Cinqufoil	D	2'-3'
Rhus aromatica 'Low Grow'	Low Grow Fragrant Sumac	D	1'-2'
Ribes alpinum	Alpine Currant	D	3'-5'
Spirea bumalda	Spirea	D	2'-3'
Spirea japonica	Japanese Spirea	D	2'-3'
Spirea nipponica	Nippon Spirea	D	2'-3'
Symphoricarpos orbiculatus	Coral Berry	D	3'-4'
Syringa patula 'Miss Kim'	Dwarf Korean Lilac	D	3'-5'
Taxus cupidata 'Nana'	Dwarf Japanese Yew	E	2'-3'
Taxus media	Spreading Yew	E	2'-4'
Thuja occidentalis 'Hetzii Midget'	Hetz Midget Arborvitae	E	2'-3'
Viburnum opulus 'Nana'	European Cranberry Bush	D	1'-2'
D = Deciduous E = Evergreen			

Table 7.21: Non-Qualifying Trees		
Common Name	Botanical Name	Negative Feature(s)
Boxelder	Acer negundo	Aggressive, Shallow roots, Weak wood
Norway Maple	Acer platanoides	Invasive
Silver Maple	Acer saccharinum	Aggressive, Shallow roots, Weak wood
Tree of Heaven	Ailanthus altissima	Seeds, Suckers, Weak wood, Invasive
Mimosa	Albizia julibrissin	Invasive
European White Birch	Betula pendula	Insect prone, Invasive
Hackberry	Celtis occidentalis	Disease prone
Camphor Tree	Cinnamomum camphora	Invasive
Russian Olive	Elaeagnus angustifolia	Poor form, Disease prone, Invasive
Ash	Fraxinus	Disease prone
Ginkgo (Female)	Ginkgo biloba	Female Fruits
White Lead Tree	Leucaena leucocephala	Invasive
Chinaberry Tree	Melia azedarach	Invasive
Mulberry	Morus species	Fruits, Shallow roots, Invasive
Princess Tree	Paulownia tomentosa	Invasive
Senegal Date Palm	Phoenix reclinata	Invasive
White Poplar	Populus alba	Suckers, Shallow roots, Weak wood, Invasive
Cottonwood	Populus deltoides	Weak wood, Shallow roots, Seeds
Lombardy Poplar	Populus nigra 'Italica'	Insects, Disease, Short-lived
(Wild) Black Cherry	Prunus serotina	Disease prone
Bradford Pear	Pyrus calleryana 'Bradford'	Weak branching, Low branches
Brazilian Pepper Tree	Schinus terebinthifolius	Invasive
Tallow Tree	Triadica sebifera	Invasive
American Elm*	Ulmus americana*	Insects, Disease
Siberian Elm	Ulmus pumila	Weak wood, Seeds
* Note that suitable disease resistant cultivars and hybrids exist as substitutes for this species		

MOTION: I move to approve night shift differentials of \$1.50 for sergeants, \$1.25 for corporals, and \$1.00 for officers, effective for the current payroll, which processes on November 22, 2022.