

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

City of Villa Rica



CITY MANAGER: TOM BARBER
CITY CLERK: THERESA CAMPBELL
CITY ATTORNEY: C. DAVID MECKLIN

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

MAYOR & COUNCIL WORK SESSION AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
December 13, 2022 | 10:00 AM

Review of the Agenda (Mayor Pro Tem Matthew Momtahan)

A. Governing Body (Mayor Pro Tem Matthew Momtahan)

1. 2023 Annual Agreement with Municipal Judge (C. David Mecklin, City Attorney)
2. 2023 Contract for Solicitor (C. David Mecklin, City Attorney)
3. Reapportionment of Council Wards (C. David Mecklin, City Attorney)
4. Discussion of Coordinator Position

B. Human Resources (Lena Taylor, Director)

1. 2023 City Holiday Schedule
2. End of Year Incentive Pay

C. Police (Michael Mansour, Chief)

1. Intergovernmental Agreement with the City of Carrollton for Mental Health Crisis Unit
2. Purchase and Implement a TI RECON Simulator
3. Development, Launch and Utilization of VRPD Specific Mobile Application for Cell Phone Users

D. Public Works (Bobby Elliot, Director)

1. North Candler Street and West Gordon Street Storm Drainage Improvements and Stream Restoration Engineering Design
2. Auction of Two (2) City Vehicles on [GovDeals.com](https://www.govdeals.com) (Charles Davis, Deputy Director of Public Works)

E. Utilities (John Bain, Director)

1. Georgia Department of Natural Resources Proposed Compliance Order
2. Purchase of Water Samplers for the Wastewater Treatment Facilities
3. Cowans Lake Raw Water Pump Station Improvements
4. Northeast Downtown Waterline Replacement/Phase I

5. North Plant Supervisory Control and Data Acquisition (SCADA) Upgrade (Erick Broz, Wastewater Manager)
6. Replacement of the Storage Nitrification Reactor (SNDR) Volute (Erick Broz, Wastewater Manager)

F. Finance (Jennifer Hallman, Finance Director)

1. Approval of the updated resolution with Synovus regarding authorized signatures for the City's bank accounts
2. Adopt a resolution authorizing an investment account with Synovus Trust Company and adopt an investment policy
3. FY23 Budget Amendments: #1 - #12

G. Deputy City Manager/CFO Sarah Andrews

1. Development of City Branding and Logo (Ken Denney, Public Information Officer)

H. City Manager (Tom Barber)

1. To Engage Singlepoint to Assist with Land Acquisition
2. Carroll County FEMA Support Letter

I. 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 (3) minutes.)



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Annual Agreement with Municipal Judge

AGENDA DATE: December 13, 2022

DATE PREPARED: December 2, 2022

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

AMOUNT: \$36,000

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM? Yes

PURPOSE: Pursuant to the Georgia Constitution and statutes, the City of Villa Rica is authorized to maintain a Municipal Court for the purpose of enforcing and operating the judicial system within the City of Villa Rica. Georgia statutes require that the City enter into a written agreement with the person selected to serve as the Municipal Judge each year. Keith Rollins has served as the Municipal Judge for the City of Villa Rica subsequent to the appointment of our former Municipal Judge, Michael Hubbard, to serve as the Magistrate Judge of Carroll County. The proposed contract is in compliance with Georgia state law and the City of Villa Rica charter. The salary provided for the Municipal Judge remains unchanged from the prior year and is commensurate with salaries paid in surrounding communities.

STAFF RECOMMENDATION: Staff recommends that the Council approve the execution of the contract for Judge Keith Rollins to continue service in the capacity as Municipal Judge through December 31, 2023.

MOTION: I move to approve the contract with Keith Rollins to serve as Municipal Judge for the City of Villa Rica as attached hereto.

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF VILLA RICA, GEORGIA, a municipal corporation, (hereinafter referred to as the "City") and KEITH ROLLINS (hereinafter referred to as "Judge").

W I T N E S S E T H:

WHEREAS, the City has selected Keith Rollins to serve as the Municipal Court Judge for the City of Villa Rica, as provided by Georgia law and the City Charter; and

WHEREAS, it is the desire of the City and the Judge to document certain duties, benefits, and responsibilities of the Judge; and

WHEREAS, the Judge desires to accept the position as Municipal Court Judge of said City;

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

1. Duties.

(a) The City hereby appoints Rollins to serve as the Municipal Court Judge of the City pursuant to O.C.G.A. § 36-32-2 and the Villa Rica City Charter to perform the functions and duties specified in State law and by City Charter and to perform all such other legally permissible and proper duties and functions as may be required for the position of Municipal Court Judge.

(b) The Municipal Court Judge shall be an independent position. The Judge agrees to work with and cooperate with the City Manager and other appropriate City officials and employees regarding administrative and budgeting matters.

2. Term.

The parties acknowledge that this appointment is an appointment for a period of one (1) year pursuant to O.C.G.A. § 36-32-2 beginning on January 1, 2023 and ending on December 31, 2023. The City acknowledges that the Judge may not be removed from office during the term of this Agreement except for the reasons set forth in O.C.G.A. § 36-32-2.2 or the City Charter. The term of the Agreement may be extended on a year-to-year basis upon mutual agreement of the parties.

3. Compensation.

(a) The City agrees to pay the Judge for services rendered pursuant hereto the sum of Five Hundred Dollars (\$500.00) per court session with a maximum payment per month of Three

Thousand Dollars (\$3,000.00). The Judge acknowledges that he serves as an independent contractor and is not an employee of the City.

(b) The City further agrees to pay for all reasonable expenses incurred by the Judge in order to comply with the training requirements of O.C.G.A. § 36-32-27.

4. The Judge shall not have the power to hire nor fire any employees of the City without receiving the approval of the City Manager.

5. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

6. The governing law of the validity of this Agreement and any of its terms and conditions as well as the rights and duties of the parties shall be governed by the laws of the State of Georgia and any venue for any action concerning this Agreement shall be in Carroll County, Georgia.

Signed this ____ day of _____, 2022.

CITY OF VILLA RICA, GEORGIA

By: _____
Tom Barber, City Manager

KEITH ROLLINS, Judge



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Discussion of Coordinator Position

AGENDA DATE: December 13, 2022

DATE PREPARED: December 12, 2022

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To discuss the downtown coordinator position.

BACKGROUND: Councilmember McPherson has requested a discussion of the vacant coordinator position.

STAFF RECOMMENDATION:

IMPACT:

MOTION: For discussion only.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2023 City Holiday Schedule

AGENDA DATE: December 13, 2022

DATE PREPARED: September 23, 2022

PREPARED BY: Lena Taylor

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: To approve the 2023 Holiday Schedule.

BACKGROUND:

City of Villa Rica observes 12 holidays a year, whereby City Hall is closed on those given days.

STAFF RECOMMENDATION: Approval.

MOTION: I move to approve the 2023 City Hall Holiday Schedule.



City of Villa Rica

Mayor Gil McDougal • Shirley Marchman • Matthew Momtahan • Leslie McPherson • Anna McCoy • Danny Carter

2023 Holiday Schedule

New Year's Day	Monday, January 2, 2023
Martin Luther King, Jr. Day	Monday, January 16, 2023
Presidents Day	Monday, February 20, 2023
Good Friday	Friday, April 7, 2023
Memorial Day	Monday, May 29, 2023
Independence Day	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023
Veterans Day	Friday, November 10, 2023
Thanksgiving Day	Thursday, November 23, 2023
Day after Thanksgiving	Friday, November 24, 2023
Christmas Eve	Friday, December 22, 2023
Christmas Day	Monday, December 25, 2023



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: End of Year Incentive Pay for Employees

AGENDA DATE: December 13, 2022

DATE PREPARED: December 1, 2022

PREPARED BY: Lena Taylor

AMOUNT: \$61,397.25 (\$300/\$150, grossed up)

GL ACCOUNT #: Various Personnel Accounts

FUNDING SOURCE: Self-Funded Insurance

BUDGETED ITEM? No

PURPOSE: To approve an end of year incentive pay for full-time and part-time employees.

BACKGROUND:

Per City of Villa Rica Incentive Pay policy as posted in the Personnel Policy, last updated February 8, 2021: *“At the end of each calendar year the City may pay employees incentive pay. Incentive Pay will be based on how well the health plan has performed over the last fiscal year. Pay will be limited to \$300 per full-time employee and \$150 to part-time employees.”*

For FY2022, the preliminary year-end financials for the Self-Funded Insurance Fund show that the fund increased Fund Balance by \$401,418. The fund lost money in FY2021, which is why we did not have an end of year incentive pay last year.

We are proposing \$300 for each full-time employee and \$150 for each part-time employee, grossed up for taxes. If the incentive pay is approved on December 13th, staff would process the payroll on 12/14, which would allow the employees to receive the incentive pay by 12/16.

STAFF RECOMMENDATION: Approval.

MOTION: I move to approve an end of year incentive pay of \$300 for full-time employees and \$150 incentive for part-time employees.

End of Year Incentive Pay 2022

Full-time	170	\$ 300.00	\$	51,000.00
Part-time	15	\$ 150.00	\$	2,250.00
Total Pay				<u>\$ 53,250.00</u>

Employee Portion of Tax	\$	4,073.63
Employer Portion of Tax	\$	4,073.63

Total with Tax	\$	<u>61,397.25</u>
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Self Insurance Fund
Statement of Revenue, Expenditures & Changes to Fund Balance
For the Month Ended September 30, 2022 - PRELIMINARY

	9/30/2021	9/30/2022	9/30/2022	12 Mths 100%
	PRIOR YTD ACTUALS	CY BUDGET	CURRENT YTD ACTUALS	% OF BUDGET
Revenues:				
Employer Contributions	\$ 1,408,158	\$ 1,852,796	\$ 1,862,922	101%
Employee Contributions	227,046	308,818	254,944	83%
Cobra Contributions	1,328	-	5,395	
Interest Revenue	300	-	-	
Miscellaneous	21,584	10,378	11,262	109%
Transfers In	-	-	-	
Total Revenues	1,658,416	2,171,992	2,134,523	98%
Expenditures:				
Claims	1,301,724	1,553,597	1,147,335	74%
Wellness	8,143	32,760	32,594	99%
Administrative Fees	490,309	585,635	552,381	94%
Miscellaneous	622	-	795	
Transfers Out	55,062	-	-	
Total Expenditures	1,855,861	2,171,992	1,733,105	80%
Net Change in Fund Balance	(197,445)	-	401,418	
Fund Balance, beginning	842,969		645,524	
Fund Balance, ending	\$ 645,524		\$ 1,046,942	



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Mental Health Crisis Unit Intergovernmental Agreement
AGENDA DATE: 12/13/2022

DATE PREPARED: 11/28/2022
PREPARED BY: Chief M. Mansour

AMOUNT: \$79,806
GL ACCOUNT #: 100-3210-521200
FUNDING SOURCE:
BUDGETED ITEM? YES

PURPOSE: To enter into an intergovernmental agreement with the City of Carrollton to fund a certified police officer's position with the Carroll County Crisis Response Team (CCCRT) crisis response unit.

BACKGROUND: CCCRT is an integrated mobile crisis response unit whose primary function is to utilize a co-responder model when responding to 911 emergency calls in which there is an identified or suspected behavioral health, mental health, or psychiatric patient. CCCRT works in conjunction with law enforcement and other public safety entities by relieving first responders from certain mental health calls, transporting mental health patients, and providing support to citizens experiencing a mental health crisis. The City of Villa Rica recently approved funding to support the addition of a second mobile crisis response unit which will enhance crisis response functions in our geographical area.

STAFF RECOMMENDATION: We recommend the approval of the Mental Health Crisis Unit IGA with the City of Carrollton.

IMPACT: 911 calls involving a mental or behavioral health related subject have become increasingly common. This is not unique to our area. Supporting a co-responder program such as CCCRT provides critical support to VRPD and the community in resolving these calls peacefully and effectively. Approval of the IGA allows the city to perform the final steps in beginning the funding of the second CCCRT mobile crisis unit.

MOTION: I move to ratify the Mental Health Crisis Unit with the City of Carrollton.

MENTAL HEALTH CRISIS UNIT INTERGOVERNMENTAL AGREEMENT

This AGREEMENT is entered into this 7th day of November 2022, by and between the MAYOR AND CITY COUNCIL OF THE CITY OF CARROLLTON, GEORGIA, a political subdivision of the State of Georgia (hereinafter referred to as “**Carrollton**”) and the MAYOR AND CITY COUNCIL OF THE CITY OF VILLA RICA, GEORGIA, a political subdivision of the State of Georgia (hereinafter referred to as the “Villa Rica”).

WITNESSETH:

WHEREAS, Carrollton, Carroll County, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), along with other local government and community organizations cooperate in the operation of an integrated mobile crisis response unit identified as Carroll County Crisis Response Team (hereinafter, “CCCRT”), whose primary function is to utilize a co-responder model when responding to 911 dispatched emergency calls in which there is an identified or suspected behavioral health or psychiatric concern (the “Program”);

WHEREAS, the Program currently operates two (2) mobile crisis units, each manned by one law enforcement officer (“LEO”) and one licensed clinician (“LC”);

WHEREAS, the operating and personnel costs of one Mobile Crisis Unit (“Unit 1”) is currently funded primarily by Carrollton with assistance from the County;

WHEREAS, Villa Rica enjoys the benefits of the Program and its contributions to the health and safety of the citizens of Villa Rica;

WHEREAS, in recognition and consideration of such benefits, Villa Rica has committed to reimburse Carrollton the amount of \$79,806.00 in each fiscal year to reimburse Carrollton for personnel costs for the second Mobile Crisis Unit (“Unit 2”).

NOW, THEREFORE, in consideration of these mutual promises and agreements, the sufficiency of the consideration for the same is mutually agreed as adequate, the parties do hereby agree as follows:

1. Contribution to Program. As its contribution to the Program hereunder, Villa Rica agrees to pay Carrollton the amount of \$79,806.00 for Villa Rica's 2023 fiscal year (October 1, 2022 through September 30, 2023). Carrollton will provide Villa Rica with a quarterly invoice, which invoice is due and payable thirty (30) days from receipt.

2. Term of Agreement. This Agreement shall be effective beginning October 1, 2022, and shall continue in force and effect until September 30, 2023, unless sooner terminated in accordance with the terms of this Agreement or extended by written agreement of the parties.

3. Termination for Convenience. This Agreement may be terminated by either party upon ninety (90) calendar days written notice. The ninety (90) days will commence with the receipt of the notice by the non-canceling party.

4. Notices. Any notice under this Agreement shall be deemed duly given if delivered by hand or if sent by registered or certified mail – return receipt requested, to a party hereto at the address set forth below or to such address as the parties may designate by notice from time to time in accordance with this Agreement.

If to Carrollton:	City of Carrollton, Georgia City Manager 315 Bradley Street Carrollton, Georgia 30117
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If to Villa Rica:	City of Villa Rica, Georgia City Manager 571 W Bankhead Highway Villa Rica, Georgia 30180
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5. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

6. Amendment. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate

fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced in writing and signed by the parties hereto.

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

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

[Immediately following is the signature page.]

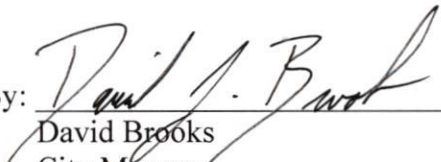
IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

CARROLLTON:

(CITY SEAL)



**MAYOR AND CITY COUNCIL
OF THE CITY OF CARROLLTON, GEORGIA**

By: 
David Brooks
City Manager

Attest: 
City Clerk

VILLA RICA:

(CITY SEAL)

**MAYOR AND CITY COUNCIL
OF THE CITY OF VILLA RICA, GEORGIA**

By: _____
Tom Barber
City Manager

Attest: _____
City Clerk



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: TI RECON Simulator
AGENDA DATE: 12/13/2022

DATE PREPARED: 11/28/2022
PREPARED BY: Chief M. Mansour

AMOUNT: \$44,250.00
GL ACCOUNT #: 350-3210-542500
FUNDING SOURCE: CJCC Grant
BUDGETED ITEM? YES

PURPOSE: To purchase and implement a TI RECON simulator for use by the police department. This helps provide greater opportunities for VRPD officers to be exposed to real life decision making on high liability areas. This will also be used for the VRPD Citizen's Police Academy to help the Citizen's understand how quickly officers have to decide to "Shoot or Don't Shoot".

BACKGROUND: VRPD was awarded the Criminal Justice Coordinating Council equipment grant. The TI RECON simulator is one of the items we specifically requested grant funding for and costs \$44,250.00. The TI RECON simulator is designed to train officers in use of force and de-escalation tactics. The simulator uses real-life scenarios and allows the officers to utilize proper decision making to solve problems in a safe environment. The council previously passed a resolution supporting the grant application for this purchase.

STAFF RECOMMENDATION: We recommend the purchase of the TI RECON Simulator for use in the police department.

IMPACT: Officer safety is a key consideration when training in scenarios. Utilizing a simulator for scenario-based training helps officers make better decisions when faced with real life problems in the discharge of their duties. This enhances the safety of the community as a whole by allowing officers to have exposure to a wide variety of training scenarios.

MOTION: I move to allow the police department to purchase the TI RECON Simulator for the amount of \$44,250.00.

DATE: 11/18/22
DOCNOTI

CRIMINAL JUSTICE COORDINATING COUNCIL

NOTICE OF ADJUSTMENT REQUEST APPROVAL

SUBGRANT #: K77-8-057
SUBGRANTEE: Villa Rica, City of
PROJECT TITLE: Law Enforcemeent Training
PROJECT ID: K77-8-057

APPROVAL OF ADJUSTMENT REQUEST # 1

NATURE OF ADJUSTMENT

☒ REVISED BUDGET	☐ PROJECT PERSONNEL
☐ PROJECT PERIOD AND/OR EXTENSION	☐ GOALS AND OBJECTIVES
☐ PROJECT OFFICIALS/ADDRESSES	☒ OTHER

TO SUBGRANTEE:

Pursuant to your Adjustment Request # 1 dated 11/18/22 the requested change, amendment, or adjustment in the above referenced subgrant project is approved with the following added Special Conditions or remarks. Enclosed is Adjustment Request # 2 which reflects all changes to this subgrant. Please use this form to submit any future requests.

NO SPECIAL CONDITIONS WERE ADDED AS A RESULT OF THIS ADJUSTMENT.

REMARKS

SAR to activate award and update budget as approved.

CRIMINAL JUSTICE COORDINATING COUNCIL

CRIMINAL JUSTICE COORDINATING COUNCIL
SUBGRANT ADJUSTMENT REQUEST
FEDERAL GRANT #

ADJ REQUEST #: 2

REQUEST DATE: _____

SUBGRANT #: K77-8-057

SUBGRANTEE: City of Villa Rica

PROJECT NAME: Law Enforcement Training Grant

NATURE OF ADJUSTMENT:

Mark all that apply.

Adjustments of each type
shown should be entered
in the section indicated.

____ REVISED BUDGET Go To SECTION I
____ PROJECT PERIOD AND/OR EXTENSION. Go To SECTION II
____ PROJECT OFFICIALS/ADDRESSES. . . Go To SECTION III
____ PROJECT PERSONNEL. Go To SECTION III
____ GOALS AND OBJECTIVES Go To SECTION III
____ OTHER. Go To SECTION III

MUST BE JUSTIFIED AND EXPLAINED THOROUGHLY IN SECTION IV.

SECTION I. REQUEST FOR BUDGET CHANGE - JUSTIFY IN SECTION IV.

	CURRENT APPROVED	REVISIONS +/-	REVISED BUDGET
PERSONNEL	\$ 0	_____	_____
EQUIPMENT	22,500	_____	_____
SUPPLIES	24,022	_____	_____
TRAVEL	0	_____	_____
PRINTING	0	_____	_____
OTHER	500	_____	_____
TOTAL	\$ 47,022	_____	_____
Federal	\$ 47,022	_____	_____
Match	\$ 0	_____	_____

SECTION II. REQUEST FOR CHANGE IN PROJECT PERIOD - JUSTIFY IN SECTION IV.

CURRENT GRANT PERIOD	REQUESTED GRANT PERIOD	FOR EXTENSION,
Start Date: 10/01/22	Start Date: _____	# OF MONTHS: _____
End Date: 10/31/23	End Date: _____	

NOTE: The maximum extension request cannot exceed 12 months.

SECTION III. REQUESTS FOR REVISIONS TO PROJECT OFFICIALS/ADDRESSES, PROJECT PERSONNEL,
GOALS AND OBJECTIVES, AND/OR OTHER NON-BUDGET, NON-PERIOD CHANGES
(JUSTIFY IN SECTION IV.)

CRIMINAL JUSTICE COORDINATING COUNCIL
SUBGRANT ADJUSTMENT REQUEST
FEDERAL GRANT #

ADJ REQUEST #: 2

REQUEST DATE: _____

SUBGRANTEE: City of Villa Rica

SUBGRANT #: K77-8-057

PROJECT NAME: Law Enforcement Training Grant

SECTION IV. JUSTIFICATION OF ALL REQUESTED ADJUSTMENTS, REVISIONS, AND/OR CHANGES

All requested adjustments in Sections I, II & III (page 1) must be justified in detail in this Section. Include item costs, descriptions, equipment lists, detailed explanations, and any other information that would further clarify and support your request for adjustment. Attach additional pages as needed.

SUBMITTED BY:

Signature of Financial Officer or Project Director

Title

Date

CJCC ROUTING AND APPROVALS:

Approval

Disapproval

Reviewer Signature

Reviewed By:

Authorized By:

CRIMINAL JUSTICE COORDINATING COUNCIL
SUBGRANT EXPENDITURE REPORT/REQUEST FOR FUNDS # 1
FEDERAL GRANT #

SUBGRANT #: K77-8-057

EXPENDITURES FOR THE PERIOD OF _____ THRU _____ FINAL RPT? (Y/N) _____

SUBGRANTEE: City of Villa Rica

571 West Bankhead Highway
Villa Rica, GA 30180

PROJECT NAME: Law Enforcement Training Grant

PROJECT PERIOD: 10/01/22 to 10/31/23

COMBINED FEDERAL & MATCH EXPENDITURES					
	APPROVED BUDGET	PREVIOUSLY APPROVED N/A THIS RPT	EXPENDITURES N/A THIS RPT	REMAINING BALANCE	EXPENDED THIS PERIOD
PERSONNEL	\$ 0	\$ 0	\$ 0	\$ 0	\$
EQUIPMENT	22,500	0	0	22,500	
SUPPLIES	24,022	0	0	24,022	
TRAVEL	0	0	0	0	
PRINTING	0	0	0	0	
OTHER	500	0	0	500	
TOTAL	\$ 47,022	\$ 0	\$ 0	\$ 47,022	\$
FEDERAL	47,022	0	0	47,022	
MATCH	0	0	0	0	

EARNED PROJECT INCOME FOR THE PERIOD:
FORFEITED \$ _____ OTHER \$ _____

EARNED PROJECT STATUS INCOME FOR THE PERIOD:
EXPENDED \$ _____ UNEXPENDED \$ _____

CERTIFICATION: I certify that the above statements are accurate based on official records, that expenditures shown have been made for the purpose of, and in accordance with, applicable grant terms and conditions, and that appropriate supportive documentation relative to all expenditures is attached.

SUBGRANTEE OFFICIAL APPROVAL:

PREPARED BY: _____ OFFICIAL'S SIGNATURE _____ DATE _____

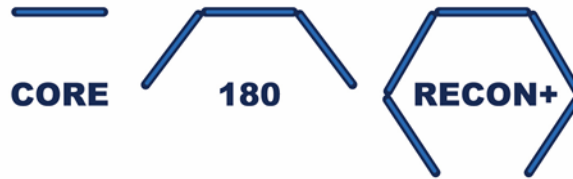
PHONE NUMBER: _____ TYPED NAME & TITLE _____

FOR CRIMINAL JUSTICE COORDINATING COUNCIL USE ONLY

SUBGRANT #: K77-8-057 AMOUNT REQUESTED THIS REPORT: _____
SUBGRANT AWARD: \$ 47,022 REVIEWED BY (INITIALS & DATE): _____
REQUESTED TO DATE: _____
BALANCE: _____ AUTHORIZED BY _____ DATE _____

* Substantiated _____ Advanced _____

FOR ACCOUNTING USE ONLY						DISCOUNT	PO/AUTH	PAY DATE
Tif EI - Partial Order								
Tif ED - Schedule Pay Date								
DEPARTMENT	FUND SOURCE	PROJECT	PROGRAM	CLASS	ACCOUNT	INVOICE		AMOUNT
4710606000	01	01	0630104	315	707001	K77-8-057E01		



RECON Single Screen CORE System Small Agency

Standard Features

- Ti** Windows 10 Professional Operating platform and Office Software Suite
- Ti** Training Lab Training Scenario Library 850+ pre-loaded
- Ti** True high definition video projector (16:9 aspect ratio) with all cabling.
- Ti** Choose from two configurations:
 - Portable – Hard Shell Travel case
 - Portable Speaker
 - 12' Portable Screen with Case
 - Permanent – Deluxe Ceiling Mounting Hardware
 - 5.1 Surround Sound System with wall mounts
 - 50ft extended cables, (Additional lengths may be specified at time of order)
- Ti** Self-calibrating design (System is self-calibrating under any lighting conditions)
- Ti** Exclusive scenario and “on-the-fly” 3-d audio
- Ti** Up to 12 separate shooters
- Ti** Picture in Picture (PiP) - audio & video recording and playback of trainee
- Ti** Adjustable low light capabilities (flashlight included)
- Ti** Hit/Kick/Baton branching
- Ti** Customized record keeping and report generation
- Ti** Advanced Debrief- All your teaching tools can be used in scenario debrief
- Ti** 1 Year Warranty – Extended System Warranties Available

Included Firearms/Lasers

- Ti** 1 Flashlight
- Ti** 2 Replica Blue Training Guns

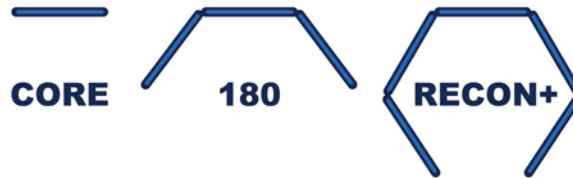
Training

- Ti** Full Color Operations Manual
- Ti** Videos on the DVD and desktop for refresher training
 - « Simulation Room Setup
 - « System Setup
 - « Calibration
 - « Run Screen menus and options
- Ti** 2 Free seats in the 16/24-hour “Master Instructor” class, Golden, CO annually
- Ti** Onsite Training & Installation available for Additional Fee

Small Agency RECON CORE Base System Price \$22,500

“The Strongest Element in Training”

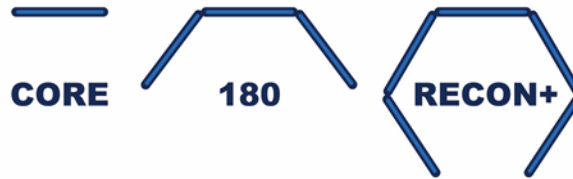
4680 Table Mountain Dr. #150 Golden, CO 80403 www.Titraining.com 800-634-1936



Additional Options Available	
☐ Recoil Kit for Handgun (Weapon not included)	\$2,950
☐ Dry Fire Laser	\$900
☐ Recoil Kit for Rifle (Weapon not included)	\$3,000
☐ Additional Magazines for Recoil Kits	\$350
☐ Counting Round Magazine for Recoil Kit	\$400
☐ Recoil Shotgun Barrel with Laser	\$3,400
☐ TASER 7	\$2,650
☐ TASER X2 Package	\$2,650
☐ Permanent Install Upgrade (Ceiling Mount, 50' Extended Cables)	\$800
☐ Portable Add on Package (2 nd set of all Cameras, Cables, Projector, Speaker, Case) *see description	\$6,000
☐ 12' Fast Fold Screen with Case	\$2,000
☐ Auxiliary Control Box with Light Bar	\$1,500
☐ Live Fire Upgrade (screen and bullet trap not included)	\$7,000
☐ 14' Live Fire Paper Screen (additional install and shipping charges apply)	\$50,000
☐ VRG Replica Rifle with Laser (Compressed Air Tank Not Included)	\$5,000
☐ Refill Station for CO2 Recoil Kit	\$900
☐ Firing Line – Full Marksmanship, Course of Fire Software Upgrade	\$4,000
☐ Shotgun Drop in Laser	\$1,000
☐ OC Laser Canister	\$1,400
☐ 37/40mm Laser Insert	\$1,400
☐ BOLA Wrap Laser Insert	\$1,400
☐ Custom Scenario Creation/Editor Software Upgrade	\$5,000
☐ Scenario Filming and Editing Boot Camp (per trainee)	\$900
☐ Additional Handheld Tactical Flashlight	\$250
☐ Handgun Mounted Flashlight	\$600
☐ VRG BLUE Replica Training Gun with Laser	\$450
☐ Return Fire Vest for Training Lab Package (1 Vest, 1 Laser, Auxiliary Control Box)	\$6,300
☐ Return Fire Vest for Force on Force Package (2 Vests, 2 Gun Lasers)	\$7,600
☐ Stand Alone Return Fire Vest	\$3,200

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Ti	Weapon Laser for use with Return Fire Vest	\$600
Ti	Return Fire Vest Green Replica Gun with Laser	\$600
Ti	Return Fire Vest Room Laser	\$2,000
Ti	Immersive Reality Headset	\$6,000
Ti	Additional One Year Warranty for RECON Core/Training Lab Simulator	\$1,500
Ti	Additional 4 Year Warranty for RECON Core with Upgrade	\$16,000
Ti	Additional One Year Warranty for RECON 180 Simulator	\$2,200
Ti	Additional 4 Year Warranty for RECON 180 with Upgrade	\$25,000
Ti	Additional One Year Warranty for 1- RECON Smart Screen	\$1,000
Ti	Additional 4 Year Warranty for 1 RECON Smart Screen with Upgrade	\$6,500
Ti	2 Day Master Instructor Training Onsite (at customer location for 6 trainees)	\$3,800
Ti	RECON 180 Upgrade (180 Degree 3 screen, TL CORE Required)	\$44,000
Ti	RECON Smart Screen (Each Screen, add on to 180 or TL CORE)	\$25,000
Ti	RECON Custom/Ultra World Upgrade (TL CORE Required) 4 Room SIM Shoothouse	\$78,000
Ti	RECON Custom Additional Mobile Shoot House Room	\$25,000
Ti	Barricade/ Cover & Concealment Trainer	\$1,500

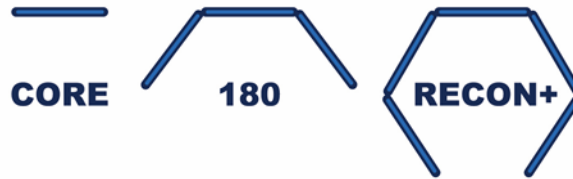
Average package price for a single screen system (RECON Core)- with common options is: \$37,000 USD.

Average Package price for a RECON 180 is \$75,000 USD

Average package price for a RECON + (5 screen) is \$125,000 USD

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Line Item Details of the RECON Core

- Ti Windows Operating System with Office**
The system comes with Windows Office for running any type of PowerPoint, Word Doc. Excel for using the entire system with both the Training Room Classroom training system and for any multimedia training the department sees fit.
- Ti Computer is 100% COTS**
 - The computer box is 100% commercially available off the shelf (COTS).
- Ti True High-Definition Video Projector**
- Ti Speaker System**
 - Desktop/Permanent Mount System includes- 5.1 Surround Sound Speaker System
 - Laptop/Portable System includes- Simulated Surround Sound Portable Speaker.
- Ti Monitor/ Keyboard and Mouse**
 - The Desktop/Permanent System comes with a 22" flat panel monitor, optical mouse with magnification feature, allowing the instructor to zoom in on scenarios in debrief. And an illuminated full keyboard for ease of use in low light training environments.
 - The Laptop/Portable System comes with a 17" Laptop and an optical Mouse.
- Ti Screen**
 - The Desktop/Permanent System **does not** include a screen. Most customers paint a wall white. The projected image can be 12'-14' wide.
 - The Laptop/ Portable System includes a 12' portable screen with travel case.
- Ti All Necessary Cabling, connectors etc.**
The RECON is a complete turn Key system.
- Ti Training Scenario Library 850+**
All scenarios created by Ti Training are available FREE of CHARGE to our customers for the life of the system. These scenarios are professionally filmed and edited scenarios created by our in-house production team.
- Ti Report Generation w/ Template Designer**
Reports as simple as Name, Time, Date and Scenario Title to intricate reports detailing time and location of shots can be created using this software. This software can output

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reports electronically, or into standard formats such as Microsoft Excel, Microsoft Word, etc.

Ti Ruggedized, Wheeled Travel Cases (Laptop/Portable Configuration)

**Ti Ceiling Mounting Hardware and Extended Cables
Desktop/Permanent Configuration)**

Ti 1 Year Warranty – Extended System Warranties Available

All inclusive, warranty on all system components. See warranty description attached below.

Ti PiP - Recording and Playback of Trainee – Audio and Video

The student's actions are recorded during the training session by a video camera. This footage, with audio, is then available for playback, picture in picture format, synchronized with the scenario. This allows the instructor and the student to view what occurred during the session removing any guesswork.



Ti Low Light / Flashlight

The Training Lab allows for the use of tactical flashlights. The instructor can set any lighting level for the scenario forcing the use of a flashlight to light up the portion of the screen that the student wants to see. Multiple flashlights can be used. This does not affect the use of any laser device. Weapon Mounted Lights also available.



Ti Hit/Kick/Baton Branching

Instructor driven branching that shows the appropriate on-screen reaction to a strike should the student feel that was the correct force option.

Ti BLUE Gun Training Device

This is a non-gun training device and does not require an FFL. Includes a laser and realistic trigger action and a weighted magazine.



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EXAMPLE of Common RECON CORE Package Estimate. Your estimate will be customized for you with any additional offered discounts.



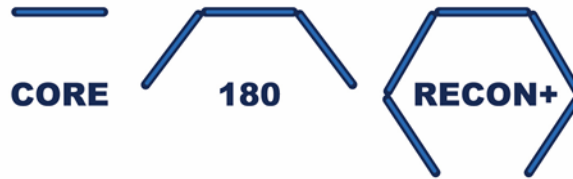
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(800) 634-1936
<http://TiTraining.com/>

Estimate No. 5989 Issued on Thu Jan 27, 2022

Qty	Name	Description	Rate	Amount	Tax
1	RECON Single Screen CORE System	RECON Single Screen CORE Permanent Desktop system with mounting hardware; Cables; 5.1 Speakers; 950+ interactive scenarios, graphic marksmanship & skill builders. 2- Blue Guns, 1- Flashlight	\$22,500.00	\$22,500.00	NON
2	Recoil Kit for Handgun	Weapon not included. Specify Make Model and Generation. Includes 1 CO2 Magazine.	\$2,950.00	\$5,900.00	NON
2	Additional Recoil Kit for Rifle	Rifle Not Included. Drop-in air Recoil Kit for Rifle with 1 Co2 magazine.	\$2,950.00	\$5,900.00	NON
4	Additional Magazines for Recoil Kits	Additional Magazines for Recoil Kit. Specify Make, Model, Refill/ Non Refill	\$350.00	\$1,400.00	NON
1	Additional OC Laser Canister	Trigger Style	\$1,400.00	\$1,400.00	NON
1	Taser 7 Laser Device	Inert Taser 7 Device with 2 mounted lasers	\$2,650.00	\$2,650.00	NON
1	Master Instructor Training	2 Options: 1) Master Instructor Training at Ti Academy for 2 instructors with travel costs (airfare, hotel, transportation from/to airport/hotel/Ti Academy, 2 meals daily) included; or 2) Master Instructor Training onsite for up to 6 instructors at single customer location for 2 consecutive days. Training is on setup, operation, troubleshooting, maintenance of the simulator, and includes an instructor development block, "Effective Simulation Training".	\$3,500.00	\$3,500.00	NON
1	*Shipping		\$300.00	\$300.00	NON

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Description of Optional Items

Ti Dvorak Handgun Recoil kit w/Laser

This is a recoil kit by Dvorak. It is a drop-in kit with no permanent modifications for the gun (the handgun is not included). The recoil cycles the gun and is powered by CO2. Additional Magazines can be added and can be refilled off of a large tank.



Ti Dvorak Rifle Recoil kit w/Laser

This is a recoil kit by Dvorak. It is a drop-in kit with no permanent modifications for the rifle (the rifle is not included). The recoil cycles the weapon and is powered by CO2 in the magazine. Additional Magazines can be added and can be refilled off of a large tank.



Ti Dvorak Shotgun Recoil kit w/Laser

This is a recoil kit by Dvorak. It replaces the barrel of the shotgun with no permanent modifications for the gun (the gun is not included). The Laser and CO2 are in the barrel and must be refilled off a refill station that is included.

Ti Dry Fire Laser Insert for Handgun & Adapter Kits

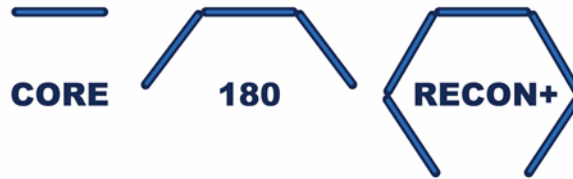
This is a drop in dry fire laser for and double action handgun. The laser simply drops into the barrel and when the trigger is pulled the firing pin sets the laser off. The Training Lab will detect exactly where the laser hit. This laser works well with the Glock resetting Trigger kit, which modifies a Glock weapon into a resetting trigger.



Ti Dry Fire Laser Adapter Kits

These kits work with the Dry Fire Laser Insert with no permanent modification and allows dry fire shooting with a variety of guns on the Training Lab. Adapter Kits available: 37mm, 40mm, 308,223,.45,.44, Shotgun & Rifle





Ti TASER 7 & TASER X2®, Replica

TASER 7 or X2 Blue Handle with 4 Lasers. This is a complete, safe training unit designed exclusively for use on the Ti Products. Designed to mimic the exact function of a live Taser Device.



Ti OC Spray Canister

Realistically sized and shaped, pulsing laser canister that fits into standard duty gear OC holsters. Non-tethered, the operator can force fail this device to facilitate a transition drill.



Ti Auxillary Control Box

Designed to allow the instructor wireless control over items in the simulation environment. Includes a LED Light Bar.

Ti Live Fire Upgrade

Ti Training is extremely proud to offer the latest in innovation in Live Fire simulation training. Regular Paper can be used for a screen, or a Live Fire Screen can be added (but is not required)

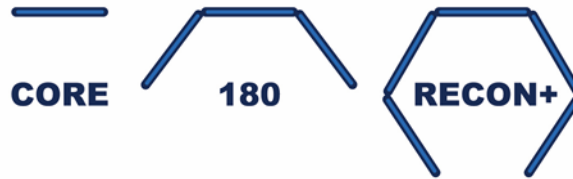
14' Live Fire Screen- Motorized paper rolls mount in the baffle system and self-adjust when needed to create a seamless projected surface for Live Fire Detection.

Ti Custom Scenario Creator/Editor Software Upgrade

The Scenario editing software allows you to take any video file footage and create multiple branching scenarios for use on the system. It includes an easy to use and intuitive system for defining scenes, hit zones (for firearm, OC, TASER, etc.) and branching options.

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Ti

Return Fire Vest Hostile Fire Packages

This is a vest that is worn by the trainee during a training scenario. If the trainee is behind cover the trainee will not suffer any effects. If not, the vest activates with an Audible Alarm, Bright Light, and Intense Vibration to indicate a hit. The Vest Hostile Fire simulation is also very safe because no projectiles are flying that can injure trainee, instructor or damage the walls. Additional Arm/Leg & Head Bands can be added



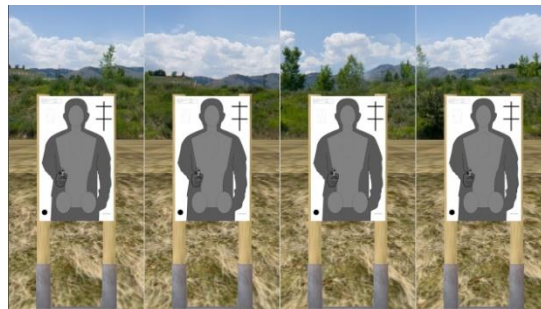
Force on Force Package: The kit includes 2- Vests, 2-Hostile Fire gun lasers

Simulation Package: The kit includes 1- Vest, 1 Auxiliary Control Box, and 1 Room Laser

Ti

The “Firing Line” Marksmanship Program- Software Upgrade

This software add on program will extend the RECON from a judgment trainer to a true marksmanship training system. You can customize it to include photos of your actual range and targets as well as your exact Course of Fire with scoring. The program is perfect for Handgun and Long Gun training with environmental and ballistics functions.



Ti

Barricade/ Cover and Concealment Trainer

This mobile barricade can be assembled and dismantled easily for transport. It is lightweight, but rigid and stable. It provides many options for expansion. Easily sets up and gives trainee options for taking cover.



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Ar Immersive Reality

Adding real world objects to your simulation room.



Impactful training experiences are crucial. By wearing augmented reality glasses, trainees have an unobstructed view of the training room with the addition of powerful digital effects. In addition to actors, props can be introduced into the training room to add a greater level of reality, including patrol cars, walls, buildings and even fire, smoke or rain. Cover and concealments objects can now appear in the room for the trainee to use for cover, separation or even as an obstacle. Through a simple menu on the glasses the trainer can cue an event and have the object react to the trainee's actions.

This immersive training system features RealMax Augmented Reality Headsets. The RealMax AR glasses require no wires to a backpack or computer and are completely self-contained. Streamlined and efficient, the glasses house an internal battery and processor that will run for 3 hours without charge. They provide a 100 degree field of view through the lens while allowing for a comfortable fit over any personal eye wear.

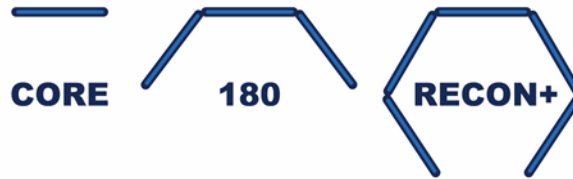
Immersive Reality glasses can be added to any of the Ti RECON configurations. Multiple trainees can be wearing glasses at the same time, so that the scenario and AR objects are visible to all trainees, in the same location within the field of view. In addition, the glasses also allow view-through to the wearers own hands, training weapons and colleagues, all while interacting with the video screen. Put simply, this immersive reality system adds a powerful new level of intensity to your simulation training room.

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Master Instructor Training

-  **Option #1**
Master Instructor Training @ Customer Site
-  **Option #2**
Master Instructor Training @ Ti Academy (Golden, CO)

Training Lab™ Master Instructor Initial Certification Course

Ti Training LE. is committed to providing the best, most advanced and effective training to our customers. It is critical that our customers not only know how to operate the RECON Training Lab™ system and its components, but also how to safely and effectively provide training in the simulated environment. All of this not only provides your agency's officers with the best possible training, it also can reduce agency liability due to the depth of the training received by your instructors

Course Description:

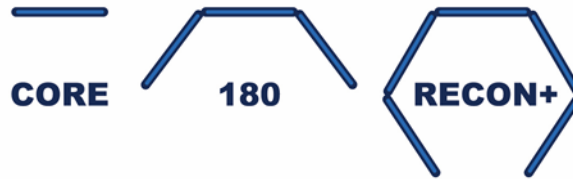
Ti Training Corp.'s course of simulation instruction is designed to train selected students in the set-up, function, operation, and maintenance of the RECON Training Lab™ and Training Room™ interactive simulation systems, manufactured by Ti Training LE. These systems utilize the latest advances video, laser, RF and programming technology to provide an intuitive, easy to maintain training tools. These tools are designed to aid in teaching Public Safety Personnel to effectively and safely perform their duties. This course begins with classroom theory and progresses to "hands on", proficiency based exercises. We at Ti Training recognize that even the most advanced technology is useless in the hands of someone who cannot effectively operate and maintain that technology.

In addition to setup, operation and troubleshooting of the simulator, this course includes an Instructor development block entitled "Effective Simulation Training." Developed in conjunction with an accredited college and backed by scientific research, this portion of the course contains the latest training techniques and methodologies for providing effective training in a simulated environment.

Warranty- 1 Year Included on all purchases. Extended warranties can be purchased yearly or in multiple year packages.

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MULTIPLE SCREEN OPTIONS

Ti Training is very proud to release the absolute latest in technology for completely immersive training environments. All from the RECON CORE system- RECON 180 (3 Screen 180 system); RECON+ (up 8 screen 360 system) and RECON Custom (reconfigurable shoot house) upgrades can be made to utilize the ultimate in judgment training scenarios that draw the trainee into a world that forces true scanning and realistic tactical movement.

Numerous studies have shown that officers react on the street the way they have been trained so use of cover and tactical movement is paramount in a Use of Force Scenario. Ti has spent years in development of a customizable screen configuration to maximize the value of the visual stimulus and still allow full trainee movement capabilities. All RECON Screens are designed to work together or individually. Meaning you can have all of the screens running a scenario together for an immersive scenario or move out single screens to use in other rooms for different training events. This is the ultimate in mobile and reconfigurable training.

All Packages start with the RECON Core System. Then you add as many screens as you like and all with levels of portability.

Options are:

- Ti** Permanent Ceiling Mounted Projectors, cameras and screens- This is good for an extremely small space. The screens cannot be reconfigured without un-installing.
- Ti** Screen Structure with projectors and cameras mounted on boom arms. This is portable and reconfigurable inside the room.
- Ti** Screen Structure with projectors and cameras mounted on swivel boom arms. This allows the arms to be rotated to the side and out of the space.
- Ti** Portable Smart Screens with System in a Cart. This can be rolled around the room or moved to separate rooms.
- Ti** Portable Smart Screens with System in Cases. This can easily be packed up and stored or transported to new locations in a vehicle.

Let us design the best configuration for you and your training needs.

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Ti RECON 180®

Ti Training® proudly presents the latest in immersive, expanded simulation training.



The Ti RECON 180 * projects up to 33' wide and incorporates our 180 degree mobile screen system. No matter what your training objectives are, your RECON 180 system can accommodate them. The Virtual Marksmanship Mode has up to 12 lanes of fire and with a quick and easy adjustment you can switch to a 180 degree judgment scenario training in a completely immersive environment.

With the Gullwing configuration you simply close the sides to maximize your training objectives, from up to 33' wide at the flat position to 180 degrees - the system stays completely calibrated and can be moved easily and instantly to seamlessly incorporate a vastly expanded array of virtual training options.

*Patented

Ti RECON+®

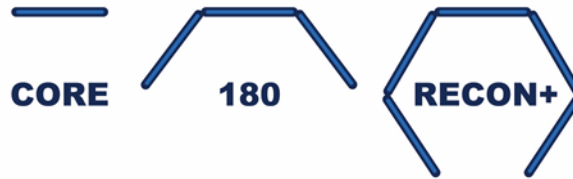
Immersive, reconfigurable, multi-screen simulation training.



The Ti RECON+* projects on up to 8 screens for a truly immersive training experience. The Virtual Marksmanship Mode has up to 12 lanes of fire with the expanded ability for reactive target shooting drills on multiple additional screens.

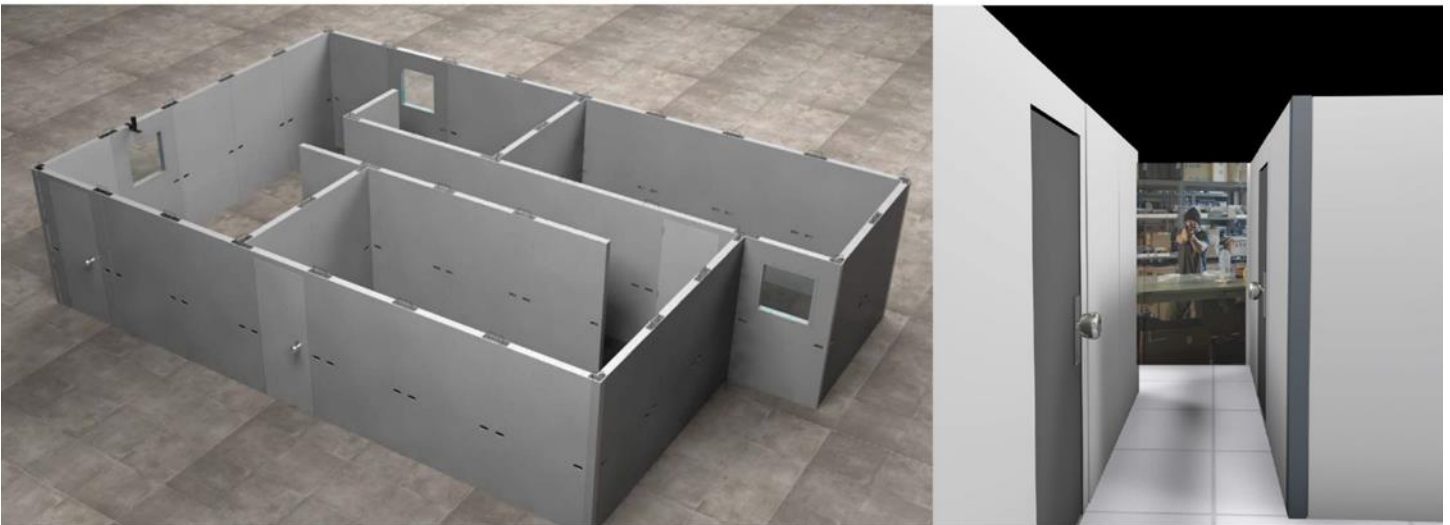
The modular design of the multi-screen simulation environment allows for maximization of your training objectives. The system not only allows for, but demands, realistic movement by the training participants. The RECON+ system can be set up as a traditional 360 degree simulator or can be reconfigured into multiple rooms, forcing the trainees to move from location to location, just as they would in the real world.

*Patented



Ti RECON CUSTOM®

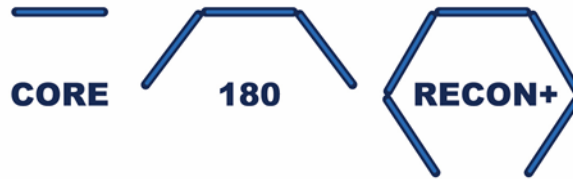
The multi-room simulation experience that is completely modular and mobile.



The Ti RECON CUSTOM® is a fabricated architectural structure that has four different configuration options and incorporates four separate projected surfaces (combined in one room or spread into separate rooms) powered by one computer source. This allows for the trainees to move through the environment and the projected scenario evolves and changes as they interact with the situation.

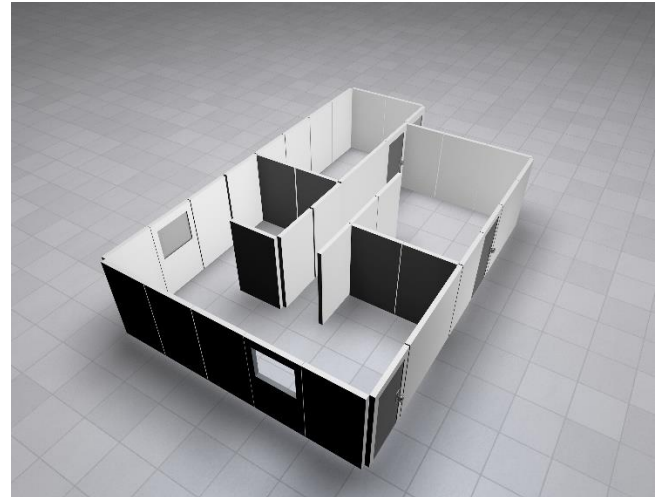
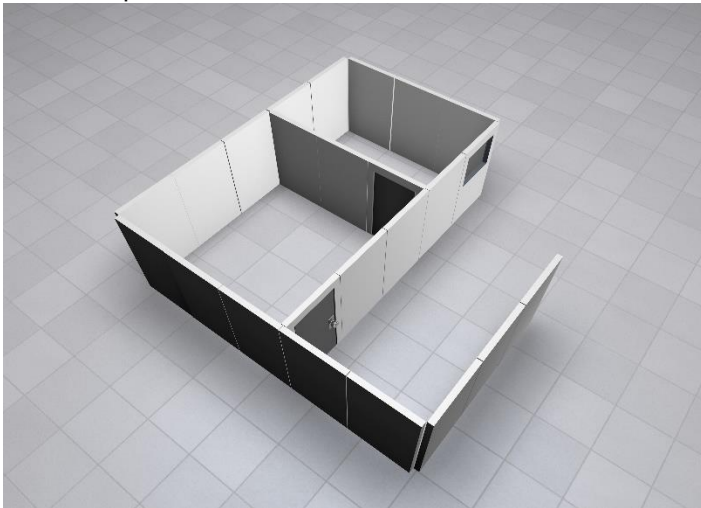
RECON CUSTOM* is the only mobile, reconfigurable simulation shoot house on the market today. Each training cycle can be customized to the training need; from the room layouts to the scenarios projected on the walls. Changing the configuration of the RECON CUSTOM is as simple as unsnapping the connectors, and moving the panels.

*Patented

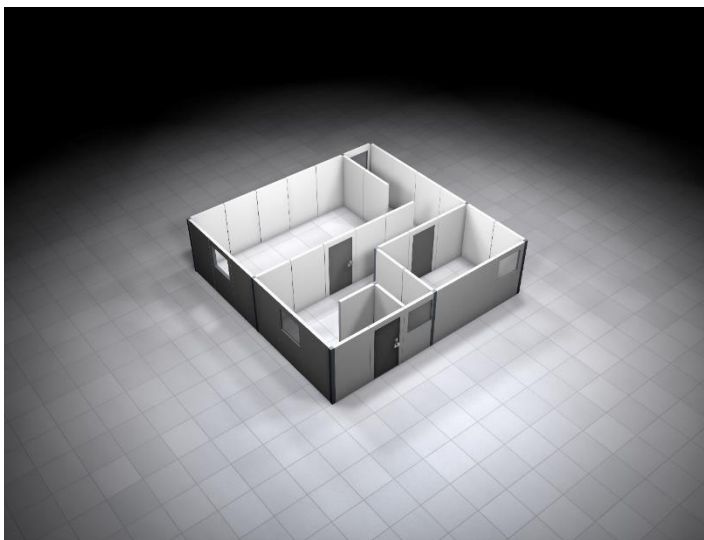


2 Levels of Configuration for RECON Custom

Option 1: Software and Hardware for use with your existing rooms and walls. You can have up to 8 rooms of active simulation screens all from 1 RECON Computer source.

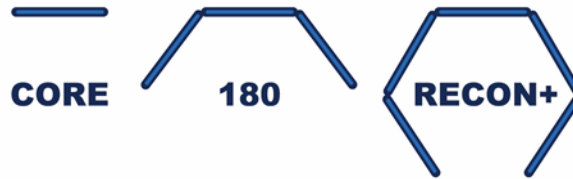


Option 2: Software and Hardware for use with Ti's RECON Custom Wall system. This system is reconfigurable and completely mobile.



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How Many Screens Do You Want?

The RECON System is expandable up to 27 screens. The Smart Screens can work with the RECON 180 system or independently.



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Ti Training.
RECON



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Quote

Villa Rica Police



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<http://TiTraining.com/>

Estimate No. 6666 Issued on Thu Aug 4, 2022

Qty	Name	Description	Rate	Amount	Tax
1	RECON Single Screen CORE System-Small Agency	RECON Single Screen CORE Small Agency Perm Desktop system with Ceiling mount; 50' Cables; Mounted speakers; 850+ interactive scenarios, graphic marksmanship & skill builders. 2- Blue Guns 1- Flashlight	\$22,500.00	\$22,500.00	NON
2	Recoil Kit for Handgun	Weapon not included. Make? Model? Generation?	\$2,950.00	\$5,900.00	NON
2	Recoil Kit for Rifle	Dvorak drop-in air Recoil Kit for Rifle with 1 Co2 magazine.	\$3,000.00	\$6,000.00	NON
1	Additional Flashlight	Additional handheld flashlight.	\$250.00	\$250.00	NON
2	Taser 7 Laser Device	Inert Taser 7 Device with 2 mounted lasers	\$2,650.00	\$5,300.00	NON
1	Master Instructor Training	2 Options: 1) Master Instructor Training at Ti Academy for 2 instructors with travel costs (airfare, hotel, transportation from/to airport/hotel/Ti Academy, 2 meals daily) included; or 2) Master Instructor Training onsite for up to 6 instructors at single customer location for 2 consecutive days. Training is on setup, operation, troubleshooting, maintenance of the simulator, and includes an instructor development block, "Effective Simulation Training".	\$3,800.00	\$3,800.00	NON
1	*Shipping		\$500.00	\$500.00	NON

Tax

\$0.00

Estimated Total
Deposit Due

\$44,250.00
\$0.00

Signature:

Signature Date:

Thank you for considering Ti Training LE LLC.

If these items meet your approval, automatically [approve this estimate now!](#)

QUESTIONS? CONTACT US

Kila Otte
kila@titraining.com
3034143555

TERMS & CONDITIONS

We accept payment by check, cash and credit card. Please send checks to our main address or call with credit card info. We also accept Purchase Orders (POs) from government and municipal agencies.

NOTE:

This is not an invoice. Please contact Ti Training/Ti Outdoors if you approve this quote and wish to proceed with an order.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Villa Rica Police Department Mobile App

AGENDA DATE: 12/13/2022

DATE PREPARED: 11/28/2022

PREPARED BY: Chief M. Mansour

AMOUNT: \$14,000.00

GL ACCOUNT #:

FUNDING SOURCE: Technology Fund

BUDGETED ITEM? NO

PURPOSE: To develop, launch, and utilize a VRPD specific mobile application for cell phone users.

BACKGROUND: Cellular technology platforms have become the norm for nearly every form of communication. Most adult citizens possess at least one cellular device and check that device multiple times a day. VRPD has historically utilized the city newsletter, traditional press releases, and Facebook to communicate with the community. This can hinder timely information being disseminated as it often relies on other media outlets to be involved in the process or gets lost in the noise of other app notifications.

STAFF RECOMMENDATION: We recommend the development and implementation of a Villa Rica Police Department mobile application with OCV LLC. They have developed apps for other public safety agencies and develop technology for both iOS and Android simultaneously. The initial app build-out and launch is a cost of \$14,000. There will be an annual recurring maintenance and support fee of \$4,995. These funds are allowable expenses in the technology fund since the app provides access to key services.

IMPACT: Community safety is the fundamental mission of the agency. Being able to control urgent notifications to app users helps citizens make decisions that keep themselves safer and provide critical feedback to the agency when time is of the essence. In addition, citizens will be able to perform a number of actions through the mobile app including payment of citations, request security checks, submit records requests, complete employment applications, submit a crime tip, and review active BOLO's.

MOTION: I move to allow the police department to contract with OCV LLC for the development, launch, and maintenance of a Villa Rica Police Department mobile app.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: North Candler Street and West Gordon Street Storm Drainage
Improvements and Stream Restoration Engineering Design

AGENDA DATE: December 13, 2022

DATE PREPARED: November 30, 2022

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

AMOUNT: \$69,900.00

GL ACCOUNT #: 560-4320-541420

FUNDING SOURCE: Stormwater

BUDGETED ITEM? Yes

PURPOSE: The purpose of this item is first to obtain drainage easements along the drainage way from North Candler, across country, down to West Gordon Street and below. Second, engineering design must be done to re-work the drainage channel along the entire route. This is only the design portion of the project. Funding for construction will be requested in a future budget, perhaps next fiscal year.

BACKGROUND: Several years ago, where the large portion of the drainage way traverses their property, the property owner illegally piped the drainage ditch which also happens to be State Waters due to spring fed base flow in the channel. When this section was piped, it was not done properly, and large rains washed out the piping and in the process carved the channel approximately 10 feet deeper than it was originally. To repair this drainage channel, both the US Army Corps of Engineers and the Georgia EPD must give approval to do the work. This requires not only a design for a contractor to perform the work, but two engineering submittals to both agencies to get permission to permit the work. Since there is stormwater that drains all the Main Street Plaza area from the Police Station down to the drainage channel, public drainage easements must be obtained from the surrounding property owners to be allowed to survey and construct the project.

STAFF RECOMMENDATION: Staff recommends Georgia and West Engineers to perform this engineering. They are presently working on the design to correct drainage issues in front of Los Cowboys and Uncorked. It makes sense to allow them to continue with the downstream work. By looking at page 6 of the engineers estimate, one can see steps involved in getting this engineering performed. The design dollars are budgeted.

MOTION: I move to approve the price estimate of Georgia and West Engineers, Inc. in the amount of \$69,900.00 to perform the engineering for the North Candler Street and West Gordon Street Drainage Improvements and Stream Restoration project.

May 12, 2022

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

**RE: N. CANDLER STREET & W. GORDON STREET
STORM DRAINAGE IMPROVEMENTS & STREAM RESTORATION**

Dear Sir:

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

Sincerely,


John D. Bass, P.E.
President

Enclosure

May 12, 2022

Bobby Elliott
City of Villa Rica
571 W. Bankhead HWY
Villa Rica, GA 30180

**RE: N. CANDLER STREET & W. GORDON STREET
STORM DRAINAGE IMPROVEMENTS & STREAM RESTORATION**

Dear Sir:

Georgia and West, Inc. is pleased to submit this proposal for services, which consists of civil engineering, surveying, and environmental services to prepare a stream and stream buffer restoration plan for the eroded & de-graded stream near North Candler Street and West Gordon Street as well as analyze the existing storm drainage on both streets and prepare a drainage improvement plan.

We understand that our fee is to include the stewarding of documents through the Georgia EPD for a Stream Buffer Variance and the U.S. Army Corps of Engineers for a Nationwide Permit to obtain permission to restore the stream.

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

Our firm will provide services in accordance with the following:

DESIGN DEVELOPMENT

Georgia and West, Inc. will provide a preliminary site design for the proposed storm drainage improvements and stream restoration. This plan will reflect site layout considerations, proposed grading and storm drainage infrastructure (pipes, drains, ditches, and curb and gutter). Upon completion of the preliminary site design, we will meet with you for a thorough discussion of the planned improvements. We will make requested changes based on the discussion. After these changes have been made and mutually agreed upon, it will become the basis for the detailed design. Any changes after approval of the preliminary submittal will be charged at hourly rates attached to this proposal.

SURVEYING

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

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

*Please note, no easement surveys or plats are included in this proposal for the proposed work that will need to be done on private property to execute the planned improvements due to the unknown scope of the project at this time. We can provide easement plats at a later date if requested by the City. Fees for the services can be quoted at a later date or our services can be billed on an hourly basis, based on actual manhours expended, whichever the City prefers.

CONSTRUCTION DOCUMENTS

We will prepare Construction Documents of the proposed storm drainage improvements and stream restoration. The document package will include the following:

- A. Existing Conditions Map;
- B. Construction Plan (includes grading plan of stream and stream banks, as well as BMP's for stream/stream bank stabilization);
- C. Storm Drainage Plan & Profile (proposed storm sewer improvements);
- D. Erosion Control Plan and Details;
- E. Stream Buffer Vegetative Plan;
- G. Construction Details;
- H. Hydrology Study of Stream (to be used for designing stream restoration).

The drawings and study will be prepared in accordance with Georgia EPD requirements for a Stream Buffer Variance and in accordance with the U.S. Army Corps of Engineers requirements to impact waters of the United States under a Nationwide Permit.

NPDES NOTICE OF INTENT

We will prepare a Notice of Intent to Discharge Stormwater for the site.

We will submit the Erosion Control Plans and Notice of Intent application for review and assist the Owner with acquisition of approvals.

CONSTRUCTION ADMINISTRATION – CIVIL

The following services are included during the Construction period:

- A. Submittal Review;
- B. Coordination with other team members;
- C. Resolution of Discrepancies;
- D. Bid Documents;
- E. Bid Assistance;
- F. Attend Pre-Bid Meeting;
- G. Review Bids & Provide City with Recommendation;
- H. Attend Pre-Construction Meeting;
- I. Review Payment Applications;
- J. 1 Site Visit to certify initial erosion control BMPs are installed as required by NPDES Permitting
- K. 3 Site Visits during construction;
- L. Final Inspection with punch list.

REIMBURSABLES

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

EXCLUSIONS

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

- 1. Subsurface Investigation/Geotechnical Engineering;
- 2. Utility Relocation Plans;
- 3. Landscape design; Tree Protection design and inventory;
- 4. Retaining wall design;
- 5. Research to determine the exact location of existing utilities;
- 6. Revisions to the contract documents after approval by permitting authorities;
- 7. Revisions to the plans during construction due to unforeseen conditions;
- 8. As-built drawings and certifications;
- 9. Easement Surveys/Plats;
- 10. Legal descriptions;
- 11. Construction supervision/management;
- 12. Construction staking;
- 13. Environmental assessment;
- 14. Traffic impact or signal warrant studies;
- 15. Stormwater Monitoring and Erosion Control Inspections during construction as may be required by the Georgia NPDES General Permit;
- 16. Preliminary and/or Final Platting with Local Jurisdiction;
- 17. Recording of deeds and/or plats with local Clerk of Court;
- 18. NPDES Notice of Termination;
- 19. Revisions or updates to erosion, sediment, and pollution control plans during construction, and
- 20. Meetings beyond those specifically stated.

ADDITIONAL SERVICES

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

TERMS AND CONDITIONS

1. STANDARD OF CARE

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

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

2. RISK ALLOCATION

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

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

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

3. DISPUTE RESOLUTION COSTS

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

4. SITE ACCESS AND SITE CONDITIONS

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

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

5. SAFETY

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

6. MONITORING

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

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

7. SAMPLING OR TEST LOCATION

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

8. ENVIRONMENTAL

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

A. Discovery of Unanticipated Hazardous Materials

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

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

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

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

B. Endangered Species

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

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

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

9. TERMINATION

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

10. OWNERSHIP OF DOCUMENTS

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

11. EXCHANGE OF ELECTRONIC MEDIA

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

12. GOVERNING LAW AND SURVIVAL

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

13. SURVEY NOTES

- A. No title or abstract research was performed by the undersigned for this survey.
- B. WARNING: This plat of survey makes no warranty or guarantee as to the existence of any easements of any type, no abstract or title search was performed by the undersigned to discover the existence of any easements.
- C. No warranty or guarantee as to the existence or location of underground structures is implied, only those items shown.
- D. No warranty or guarantee as to environmental issues has been implied; only those items shown hereon have been addressed.
- E. Only acts of possession, if any, which are visible from casual inspection of the property, are shown hereon. No warranty or guarantee is implied as to the existence of acts of possession by adjoining to the lands shown and described hereon.
- F. No warranty or guarantee as to county or city ordinance issues, to include setbacks, has been implied. Only those items shown have been addressed.

14. UTILITY LOCATIONS

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

PAYMENT TERMS:

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

Liens:

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

PROPOSAL ACCEPTANCE SHEET

DATE: May 12, 2022 **PROJECT NAME:** N. Candler St. & W. Gordon St. Storm Drainage Improvements & Stream Restoration

SERVICE		FEE
STREAM/WETLAND DELINEATION (BY SUB-CONSULTANT)	\$	4,400.00
FIELD-RUN TOPOGRAPHIC SURVEY OF PROJECT SITE	\$	5,800.00
SURVEY PROPERTY BOUNDARY LINES WITHIN PROJECT SITE	\$	3,000.00
DESIGN DEVELOPMENT (INCLUDES 1 DESIGN REVIEW MEETING)	\$	10,000.00
CONSTRUCTION DOCUMENTS (INCLUDES 2 DESIGN REVIEW/COORDINATION MEETINGS)	\$	25,000.00
GEORGIA EPD STREAM BUFFER VARIANCE (BY SUB-CONSULTANT)	\$	5,900.00
U.S. ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT (BY SUB-CONSULTANT)	\$	6,200.00
NPDES NOTICE OF INTENT	\$	400.00
CONSTRUCTION ADMINISTRATION	\$	9,200.00
TOTAL	\$	69,900.00

ADDITIONAL SERVICES

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

HOURLY RATES:

PRINCIPAL \$225.00/Hr.
 SENIOR SURVEYING MANAGER \$135.00/Hr.
 SENIOR ENGINEER \$135.00/Hr.
 FIELD CREW \$135.00/Hr.
 CIVIL TECHNICIAN \$110.00/Hr.
 CLERICAL \$50.00/Hr.
 Mileage \$0.58/Mi.
 Archive Search Fee \$200.00
 Electronic File – One Time License \$200-500
 Direct Costs – Administrative Fee 15%

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

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

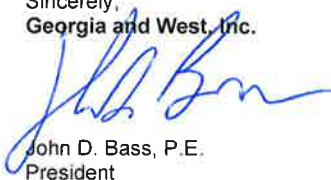
Please sign and return one (1) copy of the Proposal Acceptance Sheet as your authorization to proceed with the work and your acceptance of this proposal, and keep the other copy for your records. Upon your acceptance of this proposal, Georgia and West, Inc. and the client listed below shall have entered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

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

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

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

Sincerely,
Georgia and West, Inc.


John D. Bass, P.E.
President

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

Signature of Authorized Representative Title

Date: _____



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Auction of 2 City vehicles on GovDeals.com

AGENDA DATE: 12/2/2022 **DATE PREPARED:** 12/2/2022

PREPARED BY: Charles Davis

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: Auctioning of two vehicles that are no longer worth the repair costs.

BACKGROUND: One is our older 2008 grapple truck, which has a blown engine and the repair costs are double what the truck is worth. Repair costs are \$46,645.00 to replace the engine and related parts.

We have our new grapple truck that was approved last year in service, and this older truck is no longer required.

The other vehicle is a 2015 Nissan Sentra that is a drug seizure vehicle, and is not of any use to us in its current condition. We have received the title for this Nissan from the State, and it is ready to be sold.

STAFF RECOMMENDATION: To list these vehicles on GovDeals.com for sale to add parking space in the Avanti Building facility. Neither vehicle has any good for the City use in their current condition, and repair costs exceeds the values of each of them.

IMPACT:

MOTION: I move that we allow these 2 vehicles to be listed and sold to the highest bidder on GovDeals.com



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT:	Georgia Department of Natural Resources Proposed Compliance Order
AGENDA DATE:	December 13, 2022
DATE PREPARED:	November 16, 2022
PREPARED BY:	John Bain
AMOUNT:	\$ 34,908.00
GL ACCOUNT #:	505-4115-521200
FUNDING SOURCE:	Water / Sewer Fund
BUDGETED ITEM?	No

PURPOSE: To approve the signature and execution of the Proposed Compliance Order issued by the Georgia Department of Natural Resources' Environmental Protection Division.

BACKGROUND: The state regulatory agency responsible for the permitting of the two wastewater treatment facilities and the wastewater collection system performed a review of the operation of the system from February 2018 to present. In that review the State identified violations warranting a compliance order.

STAFF RECOMMENDATION: Staff discussed options internally, and given current the position and future plans, deemed it appropriate to sign the compliance order. Staff recommends signature and execution of the compliance order, in the amount of \$ 34,908.00.

MOTION: I move to authorize the Mayor to approve the Agreement with the Georgia Department of Natural Resources, at a cost of \$ 34,908.00.



ENVIRONMENTAL PROTECTION DIVISION

10/06/2022

Richard E. Dunn, Director

EPD Director's Office

2 Martin King, Jr. Drive
Suite 1456, East Tower
Atlanta, Georgia 30334
404-463-4713

Mr. Bobby Elliott, Director of Public Works
City of Villa Rica
571 West Bankhead Highway
Villa Rica, Georgia 30180

RE: Proposed Expedited Enforcement Compliance Order (EECO)
City of Villa Rica West and North Sweetwater Water Pollution Control Plants (WPCPs)
NPDES Permit Nos. GA0027162 and GA0027171

Dear Mr. Elliott:

This letter serves as a Notice of Violation of Chapter 391-3-6 of the Georgia Rules and Regulations for Water Quality Control, Title 12, Chapter 5 of the Georgia Water Quality Control Act, and National Pollutant Discharge Elimination System Permit Nos. GA0027162 and GA0027171 (Permits) issued to the City of Villa Rica (City).

A review of the Environmental Protection Division's (EPD) files indicates that from February 2018 to August 2022, the City reported eleven (11) spills of raw sewage into waters of the State, five (5) monitoring violations, three (3) compliance schedule violations, and sixty-nine (69) effluent violations, as indicated in Attachment A.

To resolve the alleged violations, EPD is proposing the enclosed Expedited Enforcement Compliance Order (Order). If you agree to the terms of the Order, please sign and date the Order in the signature block for the Authority and return the Order to the following address within thirty (30) days of receipt of this letter.

Georgia DNR Environmental Protection Division
Watershed Protection Branch
2 Martin Luther King, Jr. Drive
Suite 1462, East Tower
Atlanta, Georgia 30334
Attention: Dillon Rodenbaugh

Alternatively, this document can be signed and executed electronically. Please contact Johanna Smith by email at johanna.smith@dnr.ga.gov if you would like to pursue electronic signing.

If you have any questions regarding this correspondence, please contact Dillon Rodenbaugh, of my staff, at dillon.rodenbaugh@dnr.ga.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Dunn".

Richard E. Dunn, Director
Environmental Protection Division

cc: Bobby Elliott, Public Works Director (belliott@villarica.gov)
John Bain, Operator (pzorbanos@villarica.gov)
Curtis Boswell, Engineer (curtisboswell@comcast.net)

RED/DR

STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION
WATERSHED PROTECTION BRANCH
2 MARTIN LUTHER KING JR. DR., SUITE 1462 EAST
ATLANTA, GEORGIA 30334

CONSENT ORDER

PART I: AUTHORITY AND ALLEGED VIOLATIONS

Facilities information:

West Water Pollution Control Plant
185 Barber Industrial Court
Villa Rica, Georgia 30180
Carroll County

North Sweetwater Water Pollution Control Plant
800 Mirror Lake Parkway
Villa Rica, Georgia 30180
Carroll County

Permit Numbers (if applicable): GA0027162 and
GA0027171

**Name of Respondent (Owner, Operator, and/or
Responsible Official):**

City of Villa Rica (Respondent)

The Georgia Environmental Protection Division (EPD) has reviewed its files to determine Respondent's compliance with the Georgia environmental law in Title 12, Chapter 5 of the Georgia Water Quality Control Act (Act) and the applicable rules adopted by the Board of Natural Resources (Rules). The violation(s) documented during EPD's review and the associated penalty for each violation is consistent the Act and Rules and is discussed in Attachment A of this Consent Order:

See Attachment A

TOTAL PENALTY AMOUNT \$34,908.00

The Respondent is hereby ordered to pay the penalty described above.

This Consent Order is issued solely with reference to the Conditions in Part II. If the Conditions in Part II are not returned in correct form by the Respondent within thirty (30) days of receipt, this Consent Order can be withdrawn without prejudice to EPD's ability to file additional enforcement actions for the above-cited violations or any other violations.

PART II: CONDITIONS AND ADDITIONAL TERMS

EPD offers this Consent Order to resolve the allegation(s) listed in Part I and Attachment A subject to 1) the Respondent performing any corrective action described in Attachment A and below; and 2) the following terms and conditions:

The Respondent, by signing below certifies under penalty of law that: a) the information submitted in this and all attached documents have been personally examined, and the Respondent

is familiar with the information; b) the alleged violation(s) have been corrected; and c) payment of the negotiated penalty amount of \$34,908.00 shall be submitted no later than thirty (30) days from the execution date of this Consent Order.

Failure by Respondent to comply with any provision of this Consent Order may result in further enforcement action. Issuance of this Consent Order does not waive the Director's right to use the violation(s) alleged herein, upon sufficient evidence, to show past violations in any subsequent enforcement proceeding.

Respondent consents and the Director executes this Consent Order solely for the purpose of addressing the alleged violations set forth herein. This Consent Order does not relieve Respondent of any obligations or requirements of any statute, rules, permit, or other matter administered by EPD except as specifically authorized herein, which authorization shall be strictly construed. This Consent Order is not a finding, determination, or adjudication of a violation of any state laws, rules, standards and/or requirements, nor does Respondent by consenting to this Consent Order make any admission with respect to any factual allegation contained in this Consent Order or to any liability to any third party.

For the purpose of enforcement, this Consent Order constitutes a final order of the Director in accordance with applicable Georgia law. By agreement of the parties, this Consent Order shall be final and effective immediately upon execution by the Director, shall not be appealable, and Respondent does hereby waive all administrative proceedings and judicial hearings on the terms and conditions of this Consent Order.

The parties agree that any electronic signatures on this Consent Order constitute original, valid signatures pursuant to the Uniform Electronic Transactions Act, O.C.G.A. § 10-12-1 *et seq.*

Company: _____

Name/Title (print): _____

Signature _____

Date _____

It is so ORDERED and CONSENTED TO on the following date: _____

Richard E. Dunn
Director

Order No. EPD-WP-_____

ATTACHMENT A

- Georgia Rules and Regulations Chapter 391-3-6-.03(5)(c); All waters shall be free from material related to municipal, industrial, or other discharges which produce turbidity, color, odor, or other objectionable conditions which unreasonably interfere with the designated use of the water body.

Table 1: Spills of Raw Sewage into Waters of the State from February 2018 to August 2022

No.	Date	Location	Volume (gallons)	Cause	Waterway Impacted	Corrective Action
1	4/20/2018	Gravity Line	2,000	Debris	Towns Creek	Line Jetted
2	5/31/2018	Gravity Line	4,000	Roots	Towns Creek	Line Jetted
3	3/14/2021	Waterford Drive	1,100	Equipment failure	Little Tallapoosa River Tributary	Use Alternative Generator
4	5/31/2021	Waterford Drive	3,600	Power failure	Little Tallapoosa River Tributary	Repair Lift Station
5	2/6/2022	Club Bay Drive	1,600	Debris in pump	Ditch to Retention Pond	Cleared Pump
6	3/9/2022	Cleghorn Station	2,400	Grease	unnamed tributary	Removed Blockage
7	3/13/2022	1037 Overlook Drive	1,800	Unknown blockage	unnamed tributary	Removed Blockage
8	3/14/2022	Barber Industrial	1,200	Grease and rags	Little Tallapoosa River Tributary	Removed Blockage
9	3/16/2022	194 Whetstone Way	400	Equipment failure	Keaton Creek	Reset Equipment
10	3/17/2022	194 Whetstone Way	9,120	Equipment failure	Keaton Creek	Bypass Pump
11	3/30/2022	194 Whetstone Way	300	Rags	Keaton Creek	Removed Rags

- NPDES Permit Nos. GA0027162 and GA0027171 Part I.B Effluent Limitations and Monitoring Requirements; The discharge from the West Water Pollution Control Plant and North Sweetwater Water Pollution Control Plant shall be limited and monitored by the Respondent as specified in the B.1 Tables in the Permits

Table No. 2 Monitoring Violations at West WPCP (GA0027162) from February 2018 to August 2022

No.	DMR	Parameter Not Sampled	Corrective Action
1	May 2020	Copper Monthly Concentration	Improved Operator Training
2	May 2020	Downstream Calcium Hardness Concentration	Improved Operator Training
3	Jun 2020	Upstream Temperature	Improved Operator Training
4	Jun 2020	Upstream DO concentration	Improved Operator Training
5	Jun 2020	Upstream pH Concentration	Improved Operator Training

Table No. 3 Failure to Follow Compliance Schedules from February 2018 to August 2022

No.	WPCP	Compliance Schedule	Action Item	Due Date	Submitted Date
1	West	Total Recoverable Copper and Total Hardness	Submit final report	6/1/2021	8/30/2021
2	West	Total Recoverable Zinc	Submit DDR or letter stating no modification needed	2/1/2021	6/23/2022
3	North Sweetwater	Ammonia	Complete WPCP update	2/28/2021	6/30/2022

STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION
WATERSHED PROTECTION BRANCH
2 MARTIN LUTHER KING JR. DR., SUITE 1462 EAST
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CONSENT ORDER

Table No. 4: Effluent Limit Violations at West WPCP (GA0027162) from February 2018 to August 2022

No.	DMR	Parameter	Permit Limit	Reported Value	Corrective Action
1	Nov 2019	Ammonia Weekly Concentration (mg/L)	1.5	1.7	Repair Gearbox
2	Apr 2020	Ammonia Monthly Loading (kg/d)	8.2	12.6	Improved Operator Training
3	Apr 2020	Ammonia Weekly Loading (kg/d)	10.2	26.2	Improved Operator Training
4	Apr 2020	Ammonia Monthly Concentration (mg/L)	1.0	2.89	Improved Operator Training
5	Apr 2020	Ammonia Weekly Concentration (mg/L)	1.5	6.98	Improved Operator Training
6	Sep 2020	Fecal Weekly Concentration (#/100mL)	400	2420	Routine UV Bulb Cleaning
7	Oct 2020	Maximum pH Concentration (SU)	8.5	8.94	Improved Operator Training
8	Aug 2021	Ammonia Weekly Concentration (mg/L)	0.6	0.87	Improved Operator Training
9	May 2022	Minimum pH Concentration (SU)	6	4.3	ASC Feed Equipment Repaired
10	May 2022	Ammonia Monthly Loading (kg/d)	3.3	50.1	ASC Feed Equipment Repaired
11	May 2022	Ammonia Weekly Loading (kg/d)	4.1	112.5	ASC Feed Equipment Repaired
12	May 2022	Ammonia Monthly Concentration (mg/L)	0.4	11	ASC Feed Equipment Repaired
13	May 2022	Ammonia Weekly Concentration (mg/L)	0.6	24.7	ASC Feed Equipment Repaired

Table No. 5: Effluent Limit Violations at North Sweetwater WPCP (GA0027171) from February 2018-August 2022

No.	DMR	Parameter	Permit Limit	Reported Value	Corrective Action
1	Feb 2018	Ammonia Weekly Loading (kg/d)	12.3	25.6	New Aerator Installed
2	Feb 2018	Ammonia Weekly Concentration (mg/L)	7.5	17.2	New Aerator Installed
3	Nov 2018	Flow Weekly (MGD)	0.65	0.658	Reduce I/I
4	Feb 2020	Flow Monthly (MGD)	0.5	0.548	Reduced I/I
5	Aug 2020	Minimum pH Concentration (SU)	6	5.13	Lime Pump Replaced
6	Aug 2020	Maximum pH Concentration (SU)	8	8.96	Lime Pump Replaced
7	Sep 2020	TSS Weekly Loading (kg/d)	73.9	81.3	New Aerator Installed
8	Sep 2020	TSS Weekly Concentration (mg/L)	45	67	New Aerator Installed
9	Dec 2020	Ammonia Monthly Loading (kg/d)	9.9	12.8	New Aerator Installed
10	Dec 2020	Ammonia Weekly Loading (kg/d)	12.3	28.4	New Aerator Installed
11	Dec 2020	Ammonia Monthly Concentration (mg/L)	5	6.88	New Aerator Installed
12	Dec 2020	Ammonia Weekly Concentration (mg/L)	7.5	16.4	New Aerator Installed

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CONSENT ORDER

13	Dec 2020	Phosphorus Weekly Loading (kg/d)	1.8	2.16	Reduced I/I
14	Jan 2021	Minimum pH Concentration (SU)	6	4.8	Improved Operator Training
15	Jan 2021	Ammonia Monthly Loading (kg/d)	9.9	13.95	New Aerator Installed
16	Jan 2021	Ammonia Weekly Loading (kg/d)	12.3	21.24	New Aerator Installed
17	Jan 2021	Ammonia Monthly Concentration (mg/L)	5	9.93	New Aerator Installed
18	Jan 2021	Ammonia Weekly Concentration (mg/L)	7.5	13.8	New Aerator Installed
19	Feb 2021	Ammonia Monthly Loading (kg/d)	1.2	2.37	New Aerator Installed
20	Feb 2021	Ammonia Weekly Loading (kg/d)	1.5	4.66	New Aerator Installed
21	Feb 2021	Ammonia Monthly Concentration (mg/L)	0.6	1.51	New Aerator Installed
22	Feb 2021	Ammonia Weekly Concentration (mg/L)	0.9	1.68	New Aerator Installed
23	Jun 2021	Fecal Weekly Concentration (#/100mL)	400	402	Replace UV Bulb
24	Sep 2021	Ammonia Weekly Loading (kg/d)	1.5	2.64	New Aerator Installed
25	Sep 2021	Ammonia Weekly Concentration (mg/L)	0.9	1.735	New Aerator Installed
26	Nov 2021	Ammonia Monthly Loading (kg/d)	1.2	1.36	New Aerator Installed
27	Nov 2021	Ammonia Weekly Loading (kg/d)	1.5	5.08	New Aerator Installed
28	Nov 2021	Ammonia Monthly Concentration (mg/L)	0.6	0.94	New Aerator Installed
29	Nov 2021	Ammonia Weekly Concentration (mg/L)	0.9	3.5	New Aerator Installed
30	Dec 2021	Ammonia Monthly Loading (kg/d)	1.2	18.8	New Aerator Installed
31	Dec 2021	Ammonia Weekly Loading (kg/d)	1.5	27.4	New Aerator Installed
32	Dec 2021	Ammonia Monthly Concentration (mg/L)	0.6	9.6	New Aerator Installed
33	Dec 2021	Ammonia Weekly Concentration (mg/L)	0.9	14	New Aerator Installed
34	Dec 2021	Flow Weekly (MGD)	0.65	0.789	Reduced I/I
35	Jan 2022	Ammonia Monthly Loading (kg/d)	1.2	20.4	New Aerator Installed
36	Jan 2022	Ammonia Weekly Loading (kg/d)	1.5	33.1	New Aerator Installed
37	Jan 2022	Ammonia Monthly Concentration (mg/L)	0.6	12.2	New Aerator Installed
38	Jan 2022	Ammonia Weekly Concentration (mg/L)	0.9	19.8	New Aerator Installed
39	Jan 2022	Fecal Weekly Concentration (#/100mL)	400	860	Replace UV Bulb
40	Feb 2022	Ammonia Monthly Loading (kg/d)	1.2	47.6	New Aerator Installed
41	Feb 2022	Ammonia Weekly Loading (kg/d)	1.5	58.3	New Aerator Installed
42	Feb 2022	Ammonia Monthly Concentration (mg/L)	0.6	28.3	New Aerator Installed
43	Feb 2022	Ammonia Weekly Concentration (mg/L)	0.9	34.3	New Aerator Installed
44	Mar 2022	Ammonia Monthly Loading (kg/d)	1.2	11.4	New Aerator Installed
45	Mar 2022	Ammonia Weekly Loading (kg/d)	1.5	40.6	New Aerator Installed
46	Mar 2022	Ammonia Monthly Concentration (mg/L)	0.6	6.7	New Aerator Installed
47	Mar 2022	Ammonia Weekly Concentration (mg/L)	0.9	23.9	New Aerator Installed
48	Mar 2022	Minimum TSS Percent Removal (%)	85	66.1	Improved Operator Training

Order No. EPD-WP-_____

STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION
WATERSHED PROTECTION BRANCH
2 MARTIN LUTHER KING JR. DR., SUITE 1462 EAST
ATLANTA, GEORGIA 30334

CONSENT ORDER

49	May 2022	Ammonia Monthly Loading (kg/d)	1.2	1.6	New Aerator Installed
50	May 2022	Ammonia Weekly Loading (kg/d)	1.5	5.6	New Aerator Installed
51	May 2022	Ammonia Monthly Concentration (mg/L)	0.6	1.1	New Aerator Installed
52	May 2022	Ammonia Weekly Concentration (mg/L)	0.9	3.8	New Aerator Installed
53	Jun 2022	Ammonia Monthly Loading (kg/d)	1.2	11.6	New Aerator Installed
54	Jun 2022	Ammonia Weekly Loading (kg/d)	1.5	15.3	New Aerator Installed
55	Jun 2022	Ammonia Monthly Concentration (mg/L)	0.6	8.2	New Aerator Installed
56	Jun 2022	Ammonia Weekly Concentration (mg/L)	0.9	10.8	New Aerator Installed

Order No. EPD-WP-_____



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Purchase of Automatic Samplers for the Wastewater Treatment Facilities

AGENDA DATE: December 13, 2022

DATE PREPARED: November 22, 2022
PREPARED BY: John Bain

AMOUNT: \$ 35,816.00
GL ACCOUNT #: 505-4330-542500
FUNDING SOURCE: Water / Sewer Fund
BUDGETED ITEM? Yes

PURPOSE: To purchase four automatic samplers for operation of the two wastewater treatment facilities.

BACKGROUND: One requirement of plant operation is the collection and analysis of influent and effluent samples at each treatment facility. These samples are to be collected in small increments, over time, and proportional to the incoming flow. They are also to be held at 4 degrees throughout the sampling process. The two samplers at the west plant are original to the plant and are in need of replacement. There are no samplers at the north plant, requiring manual collection and storage, and are not representative of incoming flow characteristics.

STAFF RECOMMENDATION: Staff reached out for quotes for the purchase; receiving quotes from Hach Company and Teledyne Isco. Staff has extensive experience with both companies. The current flow measuring equipment at the West Plant is Isco. Given the comparable costs and the quality of Isco, staff recommends the purchase of the Isco refrigerated samplers, at a cost of \$35,816.

<i>Vendor</i>	<i>Unit Cost</i>	<i>Shipping</i>	<i>Total Cost</i>
<i>Teledyne Isco</i>	\$ 8323.00	\$ 2,524.00	\$ 35,816.00
<i>Hach Company</i>	\$ 7826.56	Est \$ 2,500.00	\$ 33,806.24

MOTION: I move to authorize the City Manager to purchase the automatic samplers for the wastewater treatment facilities, at a cost of \$ 35,816.00.

Quotation

Quote Number: 100832343v1

Use quote number at time of order to ensure
that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 04-Oct-2022

Quote Expiration: 28-Oct-2022

CITY OF VILLA RICA
571 W BANKHEAD HWY
VILLA RICA, GA 30180-1732

Name: Erick Broz
Phone: 404-927-5103
Email: ebroz@villarica.gov

Customer Account Number : 033496

Sales Contact: Theresa Dysleski Email: tdyslesk@hach.com Phone: 615-587-5940

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	ASA.CXXX1X11XX	AS950 All Weather Sampler Bundle with 1 - 5.5 Gallon Bottle. Standard lead time 105 days.. Standard lead time 105 days.	4	7,826.56	31,306.24
				Grand Total	\$ 31,306.24

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

12% Supply Chain Surcharge has been added to this quote for all shipments, if applicable, and is included in the "Net Unit Price" and Grand Total

ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2).Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:

Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information.

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
 - o Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days.

This Quote is good for a one time purchase

Virtual and/or on-site training must be scheduled/completed within 30 days of order, or the price will be subject to change.

Sales Contact:

Name:	Theresa Dysleski
Title:	
Phone:	615-587-5940
Email:	tdyslesk@hach.com



HACH COMPANY

Headquarters

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance

2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

 Hach Service	Pick&Ship™	Technical Support
<i>Protect your investment & peace of mind</i> ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk www.hach.com/service-contracts	<i>Pick&Ship™ Program offers a better way to keep your supplies in stock</i> ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them www.Hach.com/pickandship	<i>Provides post-sale instrumentation and application support</i> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com www.Hach.com

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

Safe & Fast Delivery	Save Time – Less Hassle	Save Money
✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment	✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.	✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} Pricing Effective 4/11/2020						Collect ⁴
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee Effective 4/11/2020
\$0.00 - \$49.99	\$17.99	\$44.99	\$83.90	\$72.21	\$137.27	\$13.47
\$50.00 - \$149.99	\$28.59	\$84.27	\$159.00	\$120.84	\$229.73	\$13.85
\$150.00 - \$349.99	\$50.22	\$133.98	\$272.91	\$169.07	\$329.04	\$14.72
\$350.00 - \$649.99	\$69.95	\$182.91	\$363.75	\$228.65	\$442.76	\$15.48
\$650.00 - \$949.99	\$88.16	\$191.13	\$399.98	\$236.66	\$446.10	\$16.04
\$950.00 - \$1,999.99	\$110.91	\$235.85	\$498.69	\$280.67	\$543.06	\$17.52
\$2,000.00 - \$3,999.99	\$128.04	\$250.64	\$513.44	\$291.54	\$554.54	\$20.22
\$4,000.00 - \$5,999.99	\$148.44	\$260.33	\$538.23	\$292.89	\$570.53	\$24.90
\$6,000.00 - \$7,999.99	\$175.40	\$296.40	\$612.84	\$323.07	\$622.86	\$29.04
\$8,000.00 - \$9,999.99	\$200.15	\$336.83	\$658.19	\$360.41	\$683.52	\$33.51
Over \$10,000	2.5% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	\$51.84

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
 - Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
 - Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
 - Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.
- Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies

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Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. **SOFTWARE AND DATA.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. **RELATIONSHIP OF PARTIES:** Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

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the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. **ENTIRE AGREEMENT & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

☐ CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *



Company:
City of Villa Rica Water

Address:
42 Community Square Blvd
Villa Rica, GA 30180

PLEASE ADDRESS PURCHASE ORDER TO:
Teledyne Isco
c/o Kazmier & Associates
4700 Superior Street
Lincoln, NE 68504-1398
Phone: (770) 475-2242
Fax: (770) 664-6906

Date 11/2/2022
Quote # 068-110222CS1

ATTN: Tyler Gable
Phone: 678-576-1766

Reference:

Teledyne Isco is pleased to offer the following quotation as per your request.

Item	Qty	Part Number	Description	Unit Price	Total Price
1	4	68-5800-302	5800 REFRIGERATED SAMPLER 115V INCLUDES 2.5 GALLON POLYETHYLENE BOTTLE AND 3/8 INCH SUCTION LINE STANDARD WEIGHTED POLYPROPYLENE STRAINER.	\$ 8,323.00	\$ 33,292.00
2	4	Freight9	Refrigerators Freight - per sampler (5800, 6712FR, Optima, Dual, Premium, Explosion Proof)	\$ 631.00	\$ 2,524.00
TOTAL				\$	35,816.00

Please Note The Following:

These prices are valid for 30 days.
This quotation is invalid if the product is to be used outside the United States.
Any applicable sales tax is not included unless noted.
Prices are F.O.B. Factory - Prepaid & Added.
Shipping costs may change if shipping to more than one location. Prices include packing for domestic shipment.
Estimated shipment 2-4 week(s) after receipt of order.
See https://www.teledyneisco.com/en-us/Documents/Antiboycott_statement.pdf for anti-boycott statement.
Seller's Offer, and any order issued by Buyer to Seller for the goods and/or services specified herein, is strictly limited to Seller's Terms and Conditions of Sale, which can be found at <https://www.teledyneisco.com/en-us/terms-and-conditions/customer-terms-and-conditions>.
Electronic O&M manuals can be provided upon request. Physical copy O&M manuals can be provided for an additional fee.

Teledyne Isco · 4700 Superior Street · Lincoln, NE 68504-1398 · P: (800) 228-4373 · F (402) 465-3022

Federal ID#: 95-4888283 Duns #: 07-832-7063

Best Regards:
Jason Bott
Manufacturer's Representative
Teledyne Isco



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Cowans Lake Raw Water Pump Station Improvements

AGENDA DATE: December 13, 2022

DATE PREPARED: November 22, 2022
PREPARED BY: John Bain

AMOUNT: \$ 86,000.00
GL ACCOUNT #: 505-4420-541400
FUNDING SOURCE: Water / Sewer Fund
BUDGETED ITEM? Yes

PURPOSE: To engage with Grizzard & Associates, Inc, for the improvements to the Cowans Lake Raw Water Pump Station.

BACKGROUND: Water is supplied to Lake Fashion and the water treatment facility via a pump station located at Cowans Lake. Raising and relocating the panel is required to prevent flooding of the panel and electrical control systems. An elevated platform is required to house the panel and provide staff the means to access the panel.

STAFF RECOMMENDATION: The project scope was developed by Carter & Sloope. Two bids were received. Staff recommends engaging with Grizzard & Associates for the improvements to the Cowans Lake Pump Station.

Vendor	RFP Tabulation and Decision Matrix		Bid Total
	Score	Total Points (out of 100)	
Grizzard & Associates, Inc		100	\$ 86,000.00
Sol Construction		62	\$149,700.00

MOTION: I move to authorize the Mayor to approve the Agreement with Grizzard & Associates for the improvements to the Cowans Lake Raw Water Pump Station, at a cost of \$ 86,000.00.

COWANS LAKE RWPS IMPROVEMENTS AGREEMENT

THIS AGREEMENT (this “Agreement”) for labor and materials provided for the City of Villa Rica, Cowan’s Lake Raw Water Pump Station Improvements project, is made and entered into as of the ____ day of _____, 2022 (the “Effective Date”), by and between Grizzard & Associates, Inc. (the “Company”) and City of Villa Rica, Georgia (the “City”), whose address for the purposes of this Agreement is 571 W Bankhead Hwy, Villa Rica, GA 30180.

WITNESSETH THAT:

WHEREAS, the City has solicited requests for proposals, pursuant to Request for Proposals dated October 25, 2022, a copy of which is attached hereto as Attachment A and by this reference hereby incorporated herein (the “RFP”); and

WHEREAS, the Company has submitted its Proposal in response to the RFP, a copy of which is attached hereto as Attachment B and by this reference hereby incorporated herein (the “Proposal”); and

WHEREAS, the City accepts the Company’s Proposal and desires to document the terms and conditions of their Agreement.

NOW, THEREFORE, for and consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

Section 1

BASIC AGREEMENT

1.1 *Material and Price.* The City will pay the Company the sum of \$86,000.00 (the “Price”) for labor and materials (“the Material”) described in the RFP.

1.2. *Time.* The project shall be complete within 14 calendar days from the Effective Date as more fully described in the Proposal.

1.3. *Company and City Representatives.* Both the Company and the City shall appoint representatives (the “Company’s Representative” and “City’s Representative”, respectively) who shall have the full authority to transmit instructions, receive information, enter into Change Orders (as defined in Section 5 of this Agreement), and to generally provide the decisions of the Company and City with respect to all matters arising from the terms of this Agreement, unless otherwise specifically provided in this Agreement. When this Agreement requires the Company or City to give or receive notice, notice must be given by or directed to the Company’s Representative or the City’s Representative as appropriate. Tim Grizzard shall serve as the Company’s Representative for this Agreement, and John Bain shall serve as the City’s Representative for this Agreement. Either the Company or the City may designate a substitute Representative to act under this Section 1.3 by delivering notice to the other pursuant to Section 6 below.



Section 2

WARRANTY AND MUTUAL LIMITATIONS OF LIABILITY

2.1 *Warranty.* Labor and material warranty shall be one year from the date of completion.

2.2 *Force Majeure.* Neither party shall be liable for and will not be responsible to the other for any delay or failure to perform under this Agreement if such delay or failure results from any act or cause beyond the reasonable control of the affected party. If either party is unable to perform under this Agreement because of the occurrence of an event of force majeure lasting more than thirty (30) days, then the other party may terminate the affected Work upon written notice to the other party.

Section 3

COVENANTS AND REPRESENTATIONS

3.1 *Work in Accordance with the RFP.* The Company shall provide all the goods and products in accordance with the RFP, and the City shall pay the Company the Price set forth in Section 1.1 in accordance with the other terms set forth in this Agreement.

3.2 *Authority to Enter Agreement.* The persons negotiating and executing this Agreement on behalf of the parties have the full right, power, and authority to enter into, execute and perform this Agreement in accordance with the terms hereof, and when executed and delivered, this Agreement will constitute a valid and binding obligation of the parties and will be enforceable in accordance with the terms thereof.

Section 4

Payment and Fees

4.1 *Cost.* The City shall pay the Company the Price as provided in this Agreement (plus any Change Orders approved by the parties pursuant to this Agreement).

4.2 *Progress Payments.* Progress payments shall be based on percentage of work complete on a lump sum project. Work to be paid for as a “Lump Sum” shall be measured for completion against the “Schedule of Values” provided by the Contractor. The “Schedule of Values” shall be submitted before the Notice to Proceed date and shall include quantities and prices of items aggregating the total “Lump Sum” and will subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction

Section 5

CHANGE ORDERS

The parties may, from time to time, make changes to the Work to be performed in this Agreement, including changes in the specifications, drawings, designs, and method or manner of performance of the Work, provided that the parties agree to modify the Work set out in the Company’s Response to the RFP by executing a Change Order signed by both parties.



Section 6
NOTICES

All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and given or served either in person, by statutory overnight delivery, or by United States Mail, postpaid, registered or certified with Return Receipt Requested, showing the name of the recipient and the date of delivery.

Section 7
GENERAL PROVISIONS

7.1 Non-Waiver. No failure of the parties to exercise any right or power given to the parties under this Agreement, or to insist upon strict compliance by the other party with the provisions of this Agreement, and no custom or practice of the parties at variance with the terms and conditions of this Agreement, shall constitute a waiver of the parties' right to demand exact and strict compliance with the terms and conditions of this Agreement.

7.2 Continuity. Each of the provisions of this agreement shall be binding upon and inure to the benefit and detriment of the Company and the City and the heirs, devisees, legatees, legal representatives, successors and assigns of the Company and the City.

7.3 Time is of the Essence. All time limits stated herein are of the essence of this Agreement.

7.4 Captions. The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should not be regarded in construing this Agreement.

7.5 Governing Law. This Agreement shall be construed according to the laws of the State of Georgia. The parties' rights and obligations shall be governed by the terms of this Agreement and Georgia law.

7.6 Mediation. If a dispute arises, the parties shall notify one another in writing setting forth the dispute and the party's position about the dispute and proposal for the resolution thereof. The parties shall mediate any and all disputes relating to this Agreement, prior to the filing of any litigation relating to this Agreement.

7.7 Jurisdiction and Venue. The parties agree that any civil action, arbitration or mediation of any dispute arising under this Agreement shall take place in Villa Rica, Georgia. Company and City further agree and stipulate to the jurisdiction and venue of the Superior Court of Carroll County, Georgia, for any civil action arising under this Agreement.

7.8 Continuing Obligations. During the pendency of any dispute, the parties will continue to perform the obligations imposed upon them under this Agreement to the fullest extent possible, consistent with their positions in dispute.

7.9. Assignment. Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without



the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

7.10. *No Third Party Beneficiaries.* This Agreement gives no rights or benefits to anyone other than the Company and the City.

IN WITNESS WHEREOF, the Company and the City have caused these presents to be duly signed, sealed and delivered on the day, month, and year first above written.

_____ (the “Company”)

By: _____

Name: _____

Title: _____

Date: _____

VILLA RICA, GEORGIA, (the “City”)

By: _____

Name: _____

Title: _____

Date: _____



RFP Tabulation & Decision Matrix
for the City of Villa Rica, Cowan's Lake Pump Station Improvements
C & S Project No.: V8150.008
#

		Grizzard & Associates, Inc. 2967 Mt. Pleasant Road Villa Rica, GA 30217		Sol Construction Atlanta 4120 Presidential Parkway, Suite 115 Atlanta, GA 30340		
Category		Base Bid	Points	Unit Price	Total for Item	Points
	Total:	\$86,000	60		\$149,700	34
	Notes:					
		Sub-total Points (out of 60)=	60		Sub-total Points (out of 60)=	34
Work days needed to complete work/Start date (20%)	Start Date	2/15/2023	10		4/10/2023	7
	Calendar Days to Complete Project	14	10		240	1
	Notes:					
		Sub-total Points (out of 20)=	20		Sub-total Points (out of 20)=	8
Experience with Similar Projects (20%)	Relevant Project References	References Included	20		References Included	20
	Notes:					
		Sub-total Points (out of 20) =	20		Sub-total Points (out of 20) =	20
		Total Points (out of 100) =	100		Total Points (out of 100) =	62

I hereby certify that this RFP Tabulation is a true and accurate representation of all Proposals received on October 25, 2022.


 Brian P. Caffrey, P.E.



November 1, 2022

City of Villa Rica
Attn: Mr. John Bain
185 Barber Industrial Court
Villa Rica, GA 30180

RE: Cowan's Lake Raw Water Pump Station Improvements
C & S Project No: V8150.008

Dear Mr. Bain,

As you are aware, proposals were received for the referenced project on October 25, 2022 at 2:00 PM. We checked and tabulated the proposals received as follows:

<u>Proponent</u>	<u>Costs</u>	<u>Points</u>
1. Grizzard & Associates, Inc.	\$86,000.00	100
2. Sol Construction Atlanta	\$149,700.00	62

* The RFP was written to allow the City to evaluate and select the contractor that provides the best overall solution using three (3) weighted criteria which totals up to 100 points:

<u>Criteria</u>	<u>Description</u>	<u>Maximum Points</u>
Cost:	More points given for lower Capital cost.	60
Workdays:	More points given for fewer working days.	20
Experience:	More points given for experience with similar projects.	20
Total Points =		100

When evaluated using the criteria above, Grizzard & Associates out of Villa Rica, Georgia obtained the most points by having competitive pricing and shortest completion time.

Based on the results of the scoring analysis, **Carter & Sloop recommends the City accept the proposal from Grizzard & Associates in the amount of \$86,000.00.**

Enclosed you will find an agreement with Grizzard and Associates for this project. Please sign and date and return to us. We will forward Grizzard & Associates for execution and return a final copy to the City. We are also enclosing one the "RFP Tabulation & Decision Matrix" for your records.

If you have any questions or need any additional information, please call us.

Mr. John Bain
Page 2

November 1, 2022

Sincerely,

A handwritten signature in cursive script that reads "Brian Caffrey".

Brian P. Caffrey, P.E.

BPC

Enclosures: Agreement
 RFP Tabulation & Decision Matrix



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Northeast Downtown Waterline Replacement/Phase I

AGENDA DATE: December 13, 2022

DATE PREPARED: November 28, 2022
PREPARED BY: John Bain

AMOUNT: \$ 78,720.00
GL ACCOUNT #: 505-4115-541400
FUNDING SOURCE: Water / Sewer Fund
BUDGETED ITEM? Yes

PURPOSE: To approve the price increase for the installation of the Cleghorn/Anderson Waterline Extension, at a cost of \$ 78,720.00.

BACKGROUND: HD Excavations was awarded the project at the January 2022 City Council Meeting, after submitting the lowest bid for the November 2021 bid opening. Extensive delays, primarily in materials, have prevented the start of the project, requiring a 12.8% increase in the unit cost.

STAFF RECOMMENDATION: Staff recommends approval of the requested unit cost increase given the delay. At time of bid opening, the approved contractor's bid was \$ 62,640 lower than the next lowest bid.

<i>Vendor</i>	<i>Original Bid Labor Cost</i>
HD Excavations	\$ 612,492.70
Unity Construction	\$ 675,133.04
LCS and Associates, Inc	\$697,580.00
RDJE, Inc	\$772,022.00
Gordy Construction	\$ 832,481.50
Site Engineering, Inc	\$ 1,295,884.00

MOTION: I move to authorize the City Manager approve the unit cost increase request by HD Excavations, at a total cost of \$ 78,720.00.

HD Excavations & Utilities

November 18, 2022

Matt Smith:

RE: Northeast Downtown Water Main Replacement, Phase I

Division A

C&S Project No.: V8150.005

We appreciate the opportunity to send this letter and discuss cost increases that have affected our bid for the above referenced project. We have done our best to keep the intent of this submittal as low as possible and we look forward to getting the project moving in the field. Across the board, we have seen an increase in cost. Fuel is up 15%. Most material cost is up at least 17% and while trying to keep up with a competitive labor market, our labor is up between 11% to 13%.

Below is how we would like to adjust our units to cover the cost of delay related inflation.

Northeast Downtown Water Main Replacement, Phase I

Revised Pricing 11/18/2022

Item No.	Item	Unit	Qty	Unit Price	Total Price
ROCK EXCAVATION AND REMOVAL					
1	Base Cost	CY	250	\$60.00	\$15,000.00
2	Premium Cost	CY	250	\$20.00	\$5,000.00
SOIL EROSION & SEDIMENT CONTROL					
3	Hay Bale Check Dams (Cd-Hb)	EA	10	\$120.00	\$1,200.00
4	Silt Fence (Sd1-NS)	LF	1,000	\$3.35	\$3,350.00
5	Permanent Grassing Complete including seeding, mulching, hydro-seeding, fine grading, fertilizing & all necessary appurtenances to establish an acceptable stand of grass	LF	4,654	\$1.30	\$6,050.20
WATER DISTRIBUTION					
6	10" DIP - Class 350 (Pipe Provided by City)	LF	4,006	\$35.00	\$140,210.00
7	8" DIP - Class 350 (Pipe Provided by City)	LF	100	\$35.00	\$3,500.00
8	6" DIP - Class 350 (Pipe Provided by City)	LF	548	\$35.00	\$19,180.00
9	10" Gate Valve w/Box (Valve Provided by City)	EA	4	\$100.00	\$400.00
10	8" Gate Valve w/Box (Valve Provided by City)	EA	2	\$100.00	\$200.00
11	6" Gate Valve w/Box (Valve Provided by City)	EA	13	\$100.00	\$1,300.00
12	8" Insertion Valve	EA	1	\$8,750.00	\$8,750.00
13	6" Insertion Valve	EA	6	\$7,750.00	\$46,500.00
14	Fire Hydrant Assembly w/Valve (Fire Hydrant & Valve Provided by City)	EA	7	\$2,875.00	\$20,125.00

HD Excavations & Utilities

15	DI Fittings (Domestic Only - Compact Weight including MJ, RJ)	LBS	5,990	\$6.75	\$40,432.50
16	Megalugs for MJ Fittings (All Sizes)	EA	150	\$175.00	\$26,250.00
17	Freebore 10" Water Main	LF	87	\$50.00	\$4,350.00
18	Install 16" Steel Casing by Open Cut (0.250 WT)	LF	485	\$150.00	\$72,750.00
19	Install 12" Steel Casing by Open Cut (0.250 WT)	LF	120	\$120.00	\$14,400.00
20	Transfer Service - Longside	EA	20	\$1,050.00	\$21,000.00
21	Transfer Service - Shortside	EA	23	\$825.00	\$18,975.00
22	3/4" Type K Copper Service Tubing	LF	1,330	\$22.00	\$29,260.00
23	10" Water Main Termination (Valve Provided by City)	EA	3	\$3,100.00	\$9,300.00
24	8" x 8" Tapping Sleeve & Valve w/Box (Valve Provided by City)	EA	1	\$4,665.00	\$4,665.00
25	6" x 6" Tapping Sleeve & Valve w/Box (Valve Provided by City)	EA	11	\$3,650.00	\$40,150.00
26	Tie to Existing 2" Main w/ 2" Gate Valve (Valve Provided by City)	EA	1	\$3,500.00	\$3,500.00
27	Cut-in & Tie to Existing 8" Water Main	EA	1	\$3,500.00	\$3,500.00
28	Cut-in & Tie to Existing 6" Water Main	EA	11	\$1,000.00	\$11,000.00
29	Abandon Existing 6" Water Main	EA	2	\$500.00	\$1,000.00
30	Abandon Existing 2" Water Main	EA	1	\$500.00	\$500.00
31	Transfer Existing 2" Water Main	EA	1	\$500.00	\$500.00
32	Existing Fence Removal & Replacement	LF	433	\$35.00	\$15,155.00
MISCELLANEOUS WORK ITEMS					
33	Gravel D/W Replacement	LF	138	\$30.00	\$4,140.00
34	Class "A" Pavement Replacement	LF	295	\$45.00	\$13,275.00
35	Concrete Replacement	LF	89	\$40.00	\$3,560.00
36	Concrete Curb & Gutter Replacement	LF	54	\$50.00	\$2,700.00
37	Clearing & Grubbing	LS	1	\$23,285.00	\$23,285.00
38	Traffic Control	LS	1	\$5,000.00	\$5,000.00
39	Remove Existing Fire Hydrants	EA	6	\$300.00	\$1,800.00
40	Supplemental Work Additions (SWA) - If needed, as directed by Owner	LS	1	\$50,000.00	\$50,000.00
TOTAL BASE BID:					\$691,212.70
The total base bid for all work as proposed in the base bid is <u>Six Hundred Ninety-One Thousand, Two Hundred Twelve and 70/100</u> Dollars (\$ <u>691,212.70</u>).					

HD Excavations & Utilities

We would be open-minded on how to solve the additional cost.

Once again, we appreciate the opportunity to submit this letter and we are ready to go to work. The Payment and Performance bond has been in place since February of 2022.

If you should have any questions, I would love to discuss.

Sincerely,



Wesley Dickinson
Owner

Wesley@HD-Excavations.com

Cell: 404-852-6817

BID TABULATION FOR ALL BIDS
RECEIVED AT THE CITY OF VILLA RICA CITY HALL
ON NOVEMBER 30, 2021 AT 10:00 AM

Project: Northeast Downtown Water Main Replacement, Phase I
C&S Project No.: V8150.005

Base Bid Items:															
				HD Excavations 516 Cole Creek Rd Dallas, GA 30157		Unity Construction Co., Inc. 3941 Flint Hill Road Powder Springs, GA 30127		LCS & Associates, LLC 2030 Oak Grove Road Carrollton, GA 30117		RDJE, Inc. 679 Hwy 29 South, Ste A Newnan, GA 30263		Gordy Construction Company 2960 Smith Road Fortson, GA 31808		Site Engineering Inc. 7025 Best Friend Road Atlanta, GA 30340	
Item No.	Item	Unit	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
ROCK EXCAVATION AND REMOVAL															
1	Base Cost	CY	250	\$ 60.00	\$ 15,000.00	\$ 0.01	\$ 2.50	\$ 40.00	\$ 10,000.00	\$ 51.00	\$ 12,750.00	\$ 100.00	\$ 25,000.00	\$ 100.00	\$ 25,000.00
2	Premium Cost	CY	250	\$ 20.00	\$ 5,000.00	\$ 0.01	\$ 2.50	\$ 40.00	\$ 10,000.00	\$ 88.00	\$ 22,000.00	\$ 0.01	\$ 2.50	\$ 150.00	\$ 37,500.00
SOIL EROSION & SEDIMENT CONTROL															
3	Hay Bale Check Dams (Cd-Hb)	EA	10	\$ 120.00	\$ 1,200.00	\$ 100.00	\$ 1,000.00	\$ 50.00	\$ 500.00	\$ 300.00	\$ 3,000.00	\$ 150.00	\$ 1,500.00	\$ 400.00	\$ 4,000.00
4	Silt Fence (Sd1-NS)	LF	1,000	\$ 3.35	\$ 3,350.00	\$ 2.50	\$ 2,500.00	\$ 2.50	\$ 2,500.00	\$ 4.00	\$ 4,000.00	\$ 4.00	\$ 4,000.00	\$ 4.00	\$ 4,000.00
5	Permanent Grassing Complete including seeding, mulching, hydro-seeding, fine grading, fertilizing & all necessary appurtenances to establish an acceptable stand of grass	LF	4,654	\$ 1.30	\$ 6,050.20	\$ 1.50	\$ 6,981.00	\$ 1.00	\$ 4,654.00	\$ 4.00	\$ 18,616.00	\$ 1.50	\$ 6,981.00	\$ 6.00	\$ 27,924.00
WATER DISTRIBUTION															
6	10" DIP - Class 350 (Pipe Provided by City)	LF	4,006	\$ 27.75	\$ 111,166.50	\$ 53.40	\$ 213,920.40	\$ 36.00	\$ 144,216.00	\$ 39.00	\$ 156,234.00	\$ 43.00	\$ 172,258.00	\$ 75.00	\$ 300,450.00
7	8" DIP - Class 350 (Pipe Provided by City)	LF	100	\$ 27.75	\$ 2,775.00	\$ 53.40	\$ 5,340.00	\$ 28.00	\$ 2,800.00	\$ 70.00	\$ 7,000.00	\$ 40.00	\$ 4,000.00	\$ 70.00	\$ 7,000.00
8	6" DIP - Class 350 (Pipe Provided by City)	LF	548	\$ 27.75	\$ 15,207.00	\$ 53.40	\$ 29,263.20	\$ 25.00	\$ 13,700.00	\$ 47.00	\$ 25,756.00	\$ 40.00	\$ 21,920.00	\$ 70.00	\$ 38,360.00
9	10" Gate Valve w/Box (Valve Provided by City)	EA	4	\$ 100.00	\$ 400.00	\$ 500.00	\$ 2,000.00	\$ 600.00	\$ 2,400.00	\$ 1,080.00	\$ 4,320.00	\$ 875.00	\$ 3,500.00	\$ 1,500.00	\$ 6,000.00
10	8" Gate Valve w/Box (Valve Provided by City)	EA	2	\$ 100.00	\$ 200.00	\$ 500.00	\$ 1,000.00	\$ 550.00	\$ 1,100.00	\$ 870.00	\$ 1,740.00	\$ 825.00	\$ 1,650.00	\$ 1,000.00	\$ 2,000.00
11	6" Gate Valve w/Box (Valve Provided by City)	EA	13	\$ 100.00	\$ 1,300.00	\$ 500.00	\$ 6,500.00	\$ 500.00	\$ 6,500.00	\$ 750.00	\$ 9,750.00	\$ 775.00	\$ 10,075.00	\$ 1,000.00	\$ 13,000.00
12	8" Insertion Valve	EA	1	\$ 7,925.00	\$ 7,925.00	\$ 6,865.00	\$ 6,865.00	\$ 10,700.00	\$ 10,700.00	\$ 12,300.00	\$ 12,300.00	\$ 11,025.00	\$ 11,025.00	\$ 16,000.00	\$ 16,000.00
13	6" Insertion Valve	EA	6	\$ 7,195.00	\$ 43,170.00	\$ 6,260.00	\$ 37,560.00	\$ 9,500.00	\$ 57,000.00	\$ 10,100.00	\$ 60,600.00	\$ 10,425.00	\$ 62,550.00	\$ 14,000.00	\$ 84,000.00
14	Fire Hydrant Assembly w/Valve (Fire Hydrant & Valve Provided by City)	EA	7	\$ 2,500.00	\$ 17,500.00	\$ 1,800.00	\$ 12,600.00	\$ 850.00	\$ 5,950.00	\$ 2,090.00	\$ 14,630.00	\$ 2,125.00	\$ 14,875.00	\$ 3,500.00	\$ 24,500.00
15	DI Fittings (Domestic Only - Compact Weight including MJ, RJ)	LBS	5,990	\$ 5.60	\$ 33,544.00	\$ 0.01	\$ 59.90	\$ 6.00	\$ 35,940.00	\$ 6.00	\$ 35,940.00	\$ 12.00	\$ 71,880.00	\$ 5.00	\$ 29,950.00
16	Megalugs for MJ Fittings (All Sizes)	EA	150	\$ 150.00	\$ 22,500.00	\$ 132.00	\$ 19,800.00	\$ 100.00	\$ 15,000.00	\$ 120.00	\$ 18,000.00	\$ 175.00	\$ 26,250.00	\$ 200.00	\$ 30,000.00
17	Freebore 10" Water Main	LF	87	\$ 50.00	\$ 4,350.00	\$ 175.00	\$ 15,225.00	\$ 125.00	\$ 10,875.00	\$ 90.00	\$ 7,830.00	\$ 100.00	\$ 8,700.00	\$ 100.00	\$ 8,700.00
18	Install 16" Steel Casing by Open Cut (0.250 WT)	LF	485	\$ 115.00	\$ 55,775.00	\$ 135.00	\$ 65,475.00	\$ 125.00	\$ 60,625.00	\$ 200.00	\$ 97,000.00	\$ 115.00	\$ 55,775.00	\$ 200.00	\$ 97,000.00
19	Install 12" Steel Casing by Open Cut (0.250 WT)	LF	120	\$ 85.00	\$ 10,200.00	\$ 110.00	\$ 13,200.00	\$ 110.00	\$ 13,200.00	\$ 180.00	\$ 21,600.00	\$ 100.00	\$ 12,000.00	\$ 200.00	\$ 24,000.00
20	Transfer Service - Longside	EA	20	\$ 950.00	\$ 19,000.00	\$ 1,750.00	\$ 35,000.00	\$ 900.00	\$ 18,000.00	\$ 860.00	\$ 17,200.00	\$ 1,000.00	\$ 20,000.00	\$ 1,800.00	\$ 36,000.00
21	Transfer Service - Shortside	EA	23	\$ 750.00	\$ 17,250.00	\$ 1,000.00	\$ 23,000.00	\$ 700.00	\$ 16,100.00	\$ 480.00	\$ 11,040.00	\$ 480.00	\$ 11,040.00	\$ 1,600.00	\$ 36,800.00
22	3/4" Type K Copper Service Tubing	LF	1,330	\$ 20.00	\$ 26,600.00	\$ 18.00	\$ 23,940.00	\$ 12.50	\$ 16,625.00	\$ 13.00	\$ 17,290.00	\$ 25.00	\$ 33,250.00	\$ 20.00	\$ 26,600.00
23	10" Water Main Termination (Valve Provided by City)	EA	3	\$ 3,100.00	\$ 9,300.00	\$ 2,500.00	\$ 7,500.00	\$ 1,500.00	\$ 4,500.00	\$ 3,430.00	\$ 10,290.00	\$ 2,825.00	\$ 8,475.00	\$ 3,000.00	\$ 9,000.00
24	8" x 8" Tapping Sleeve & Valve w/Box (Valve Provided by City)	EA	1	\$ 4,665.00	\$ 4,665.00	\$ 0.01	\$ 0.01	\$ 3,500.00	\$ 3,500.00	\$ 3,360.00	\$ 3,360.00	\$ 5,250.00	\$ 5,250.00	\$ 7,000.00	\$ 7,000.00
25	6" x 6" Tapping Sleeve & Valve w/Box (Valve Provided by City)	EA	11	\$ 3,650.00	\$ 40,150.00	\$ 0.01	\$ 0.11	\$ 2,800.00	\$ 30,800.00	\$ 2,110.00	\$ 23,210.00	\$ 4,785.00	\$ 52,635.00	\$ 6,500.00	\$ 71,500.00
26	Tie to Existing 2" Main w/ 2" Gate Valve (Valve Provided by City)	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 1,850.00	\$ 1,850.00	\$ 500.00	\$ 500.00	\$ 1,280.00	\$ 1,280.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00
27	Cut-in & Tie to Existing 8" Water Main	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 0.01	\$ 0.01	\$ 1,800.00	\$ 1,800.00	\$ 2,170.00	\$ 2,170.00	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00
28	Cut-in & Tie to Existing 6" Water Main	EA	11	\$ 1,000.00	\$ 11,000.00	\$ 0.01	\$ 0.11	\$ 1,500.00	\$ 16,500.00	\$ 1,980.00	\$ 21,780.00	\$ 3,500.00	\$ 38,500.00	\$ 2,500.00	\$ 27,500.00
29	Abandon Existing 6" Water Main	EA	2	\$ 500.00	\$ 1,000.00	\$ 1,500.00	\$ 3,000.00	\$ 800.00	\$ 1,600.00	\$ 2,030.00	\$ 4,060.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 8,000.00
30	Abandon Existing 2" Water Main	EA	1	\$ 500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00	\$ 400.00	\$ 400.00	\$ 1,050.00	\$ 1,050.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00
31	Transfer Existing 2" Water Main	EA	1	\$ 500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00	\$ 1,800.00	\$ 1,800.00	\$ 2,690.00	\$ 2,690.00	\$ 1,750.00	\$ 1,750.00	\$ 3,000.00	\$ 3,000.00
32	Existing Fence Removal & Replacement	LF	433	\$ 35.00	\$ 15,155.00	\$ 15.00	\$ 6,495.00	\$ 30.00	\$ 12,990.00	\$ 28.00	\$ 12,124.00	\$ 40.00	\$ 17,320.00	\$ 80.00	\$ 34,640.00
MISCELLANEOUS WORK ITEMS															
33	Gravel D/W Replacement	LF	138	\$ 30.00	\$ 4,140.00	\$ 15.00	\$ 2,070.00	\$ 10.00	\$ 1,380.00	\$ 17.00	\$ 2,346.00	\$ 45.00	\$ 6,210.00	\$ 20.00	\$ 2,760.00
34	Class "A" Pavement Replacement	LF	295	\$ 45.00	\$ 13,275.00	\$ 86.20	\$ 25,429.00	\$ 150.00	\$ 44,250.00	\$ 77.00	\$ 22,715.00	\$ 85.00	\$ 25,075.00	\$ 120.00	\$ 35,400.00
35	Concrete Replacement	LF	89	\$ 40.00	\$ 3,560.00	\$ 66.20	\$ 5,891.80	\$ 75.00	\$ 6,675.00	\$ 85.00	\$ 7,565.00	\$ 85.00	\$ 7,565.00	\$ 100.00	\$ 8,900.00
36	Concrete Curb & Gutter Replacement	LF	54	\$ 50.00	\$ 2,700.00	\$ 73.75	\$ 3,982.50	\$ 50.00	\$ 2,700.00	\$ 49.00	\$ 2,646.00	\$ 55.00	\$ 2,970.00	\$ 100.00	\$ 5,400.00
37	Clearing & Grubbing	LS	1	\$ 23,285.00	\$ 23,285.00	\$ 37,780.00	\$ 37,780.00	\$ 40,000.00	\$ 40,000.00	\$ 11,000.00	\$ 11,000.00	\$ 10,500.00	\$ 10,500.00	\$ 60,000.00	\$ 60,000.00
38	Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 18,000.00	\$ 18,000.00	\$ 12,500.00	\$ 12,500.00	\$ 10,000.00	\$ 10,000.00	\$ 80,000.00	\$ 80,000.00
39	Remove Existing Fire Hydrants	EA	6	\$ 300.00	\$ 1,800.00	\$ 500.00	\$ 3,000.00	\$ 300.00	\$ 1,800.00	\$ 440.00	\$ 2,640.00	\$ 1,250.00	\$ 7,500.00	\$ 1,000.00	\$ 6,000.00
40	Supplemental Work Additions (SWA) - If needed, as directed by Owner	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
TOTAL BASE BID:				\$	612,492.70	\$	675,133.04	\$	697,580.00	\$	772,022.00	\$	832,481.50	\$	1,295,884.00

Alternate Bid Items:															
A1	10" PVC C-900 (Pipe Provided by City)	LF	4,006	No bid	No bid	\$ 53.70	\$ 215,122.20	\$ 34.00	\$ 136,204.00	\$ 38.00	\$ 152,228.00	\$ 43.00	\$ 172,258.00	\$ 75.00	\$ 300,450.00
A2	8" PVC C-900 (Pipe Provided by City)	LF	100	No bid	No bid	\$ 53.70	\$ 5,370.00	\$ 26.00	\$ 2,600.00	\$ 67.00	\$ 6,700.00	\$ 40.00	\$ 4,000.00	\$ 70.00	\$ 7,000.00
A3	6" PVC C-900 (Pipe Provided by City)	LF	548	No bid	No bid	\$ 53.70	\$ 29,427.60	\$ 23.00	\$ 12,604.00	\$ 45.00	\$ 24,660.00	\$ 40.00	\$ 21,920.00	\$ 70.00	\$ 38,360.00

I hereby certify that this Bid Tabulation is a true and accurate representation of all proposals received on November 30, 2021 at 10:00 a.m.


Matt Smith, P.E. #28763



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT:	North Plant SCADA System Installation
AGENDA DATE:	December 13, 2022
DATE PREPARED:	November 22, 2022
PREPARED BY:	Erick Broz
AMOUNT:	\$ 73,571.00
GL ACCOUNT #:	505-4115-541400
FUNDING SOURCE:	Water / Sewer Fund
BUDGETED ITEM?	Yes

PURPOSE: The development and installation of a Supervisory Control and Data Acquisition (SCADA) system at the North Wastewater Plant.

BACKGROUND: An integrated control system like that at the West Plant and the lift stations will provide optimum operation of the treatment process. The SCADA system will also provide alarms for mechanical failure or process limit exceedance. The equipment to be monitored and controlled include:

- Influent flows, grinding equipment, and chemical feed
- Treatment process aerator control, oxygen level management, and energy-use reduction
- Return and waste sludge pump station integration
- Disc filter and effluent pump station control
- Effluent flow control and monitoring

STAFF RECOMMENDATION: Staff worked with John Zile on the design of the proposed SCADA system, and recommends the purchase of the system, at a cost of \$ 73,571.00.

MOTION: I move to authorize the City Manager to purchase the North Plant SCADA system, at a cost of \$ 73,571.00.



Date: November 5th, 2022

Quote #: 220923-1

To: Erick Broz

RE: Proposal to provide and install a SCADA system at the North Treatment Plant with VTScada. Includes the master control panel and other distributed controls. [UPDATED]

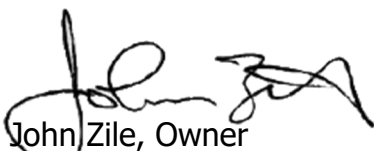
To provide a complete Scada system with blower controls, remote access, alarming, and reporting capability, we are pleased to offer the following:

- VTScada HMI Software Licensing, 1000 tags Runtime/Development
 - o Includes Alarm Notification Engine License Add-On
 - o Custom Application Development
- Master Scada Control Panel Located in the MCC Room of the Plant Office Building
 - o Integrate Existing Equipment, Motor Starters, and Flow Meters in MCC Room
 - o Control of Blowers to Maintain a DO setpoint
 - o Allen-Bradley Micro850 PLC, Programmed for Your Application
 - o Banner Industrial Radio for Communication with Local, Distributed Controls
- Muffin Monster Control Panels Integration
- Disk Filters 1 & 2 Integration
- Effluent Pump Station Integration
- Waste Sludge Pump Station Integration
- Lime Chemical Feed System Integration
- New ACS Chemical Tank Level Transducer, Installed, with Integration
- WAS Flow Meter & Other Chem Feed Integration
- One Year Warranty, Excluding Lightning Damage

Total price for the products and services described above: \$ 73,571.00*

*The quoted pricing is valid for 60 days from the date of quotation. The SCADA computer is existing or is supplied by the City of Villa Rica. The DO (Dissolved Oxygen) meter/probe is supplied and installed by others. We will subcontract with Vic Kelly for electrical as needed.

Kind regards,


John Zile, Owner
Zile Technology, Inc.

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Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Replacement of the Storage Nitrification Reactor (SNDR) Volute

AGENDA DATE: December 13, 2022

DATE PREPARED: November 30, 2022
PREPARED BY: Erick Broz

AMOUNT: \$ 61,838.35
GL ACCOUNT #: 505-4330-541400
FUNDING SOURCE: Water / Sewer Fund
BUDGETED ITEM? No

PURPOSE: To engage with the Thermal Process Systems for the replacement of the SNDR volute at the West Plant.

BACKGROUND: The existing volute is original to the autothermal thermophilic aerobic digestion system. This equipment helps with the process of biosolids allowing the final product from the wastewater plant to be land applied.

STAFF RECOMMENDATION: Staff reached out to two pump manufactures; Thermal Process Systems was the only bid received. Staff recommends engaging with the Thermal Process Systems for the replacement of the volute, at the cost of \$ 61,838.85

IMPACT: The volute replacement provides appropriate operation of the wastewater plant and mitigates a system failure.

MOTION: I move to authorize the City Manager to approve the purchase of the SNDR volute for the ATAD system, at a cost of \$61,838.85.



THERMAL PROCESS SYSTEMS

Parts Quotation

November 28, 2022

Reference: Thermal Process Systems Offering No. TPS- P221128 B
Pump 52-16 Options
Villa Rica WWTP

Mr. Broz,

Thermal Process Systems is pleased to provide the following offering per your conversation with Nathan Cook.

Item	Quantity	Cost / Item	Total Cost
APT 52-16 SS Volute, Seal Kit w/ Extra Seal	1	\$61,838.35	\$61,838.35
		Total	\$61,838.35

Notes

- 1) **All shipping charges will be added to your invoice.**
- 2) Estimated lead time is 4-5 weeks pending stock availability, after order received.
- 3) Please fill out the Plant Information form attached to proceed.

Work, installation, and material not included

Validity of Quotation

Prices are valid for Thirty (30) days from date of quotation.

Terms of Payment

Net thirty (30) days from date of invoice.

Conditions of Sale

See attached Thermal Process Systems "Terms and Conditions," which are hereby made part of this quotation.

If you have any questions regarding this quotation, please do not hesitate to contact us:

Thermal Process System
627 East 110th Ave
Crown Point, IN 46307
(219) 663-1034
Brittney Fischer
bfischer@thermalprocess.com

We wish to thank you for giving us the opportunity to submit this quotation, and trust that it will meet with your favorable consideration.

Sincerely,

Brittney Fischer

Brittney Fischer (Pressley)

**THERMAL PROCESS SYSTEMS TERMS AND CONDITIONS
FOR PARTS PROPOSALS**

DEFINITIONS

TPS-Thermal Process Systems
Purchaser - Party issuing purchase order
Owner - Party ultimately owning equipment

Offering - Offer to sell by TPS
Purchase Order - Acceptance of order
Acknowledgment - Confirmation by TPS of terms of agreement

CONTROLLING PROVISIONS

The terms and conditions set forth herein constitute the entire agreement between the parties. The selling price is based on the terms and equipment in the TPS Offering. The TPS acknowledgment of purchase order confirms the offered price, terms and equipment. The acknowledgment does not recognize any other price, terms or equipment contained in the purchase order which conflict with the TPS offering, unless specifically noted in the acknowledgment or otherwise confirmed in writing.

1. **ACCEPTANCE** - Acceptance of purchase order is indicated only by the acknowledgment of purchase order. Commencement of performance by TPS does not constitute acceptance.
2. **OFFERING** - Unless otherwise stated by TPS the price contained herein is firm, subject to acceptance within 30 days. Typographical or clerical errors in quotations are subject to correction by TPS.
3. **TERMS OF PAYMENT** -All invoices will be dated day of shipment. Unless otherwise stated by TPS, payment terms are net 30 days from date of each invoice. Interest at the lawful maximum rate on sums past due and related collection fees will be added to the delinquent amount and paid by Purchaser. If at any time in the judgment of TPS the financial condition of the Purchaser does not justify continuance of production or shipment, TPS may require adequate assurance of performance.
4. **TAXES** - Prices on the products specified herein are exclusive of any city, state, federal and foreign excise taxes, duties and customs, including, but not necessarily limited to taxes on manufacture, sales, receipts, gross income, occupation, use, and similar taxes. If any are imposed they are to be paid by the Purchaser. Whenever applicable, Purchaser shall provide TPS with tax exemption documentation acceptable to the taxing authorities.
5. **SHIPMENT** - Unless otherwise stated, all prices are F.O.B. TPS shipping point. Method and route of shipment are at the discretion of TPS, unless purchaser supplies explicit instructions. Identification of the goods to the contract shall occur as each shipment is placed in the hands of the carrier.

Cost of unloading equipment and any demurrage charges on shipments to Purchaser are to be borne by Purchaser. In order to maintain scheduled shipment dates TPS reserves the right to ship equipment less certain "buy-out" items. These items, when available from the manufacturer, will be shipped to the job site for installation by Purchaser. The installation and fit up, if necessary, will be for the account of Purchaser.

6. **DELIVERIES** - Statements as to expected dates of shipment from factory represent the best judgment of TPS and are based upon prompt receipt of all necessary information, including but not limited to, the return of approved drawings.
7. **DELAYS** - TPS will not be liable for any delay in the performance of order or contracts or in the delivery or shipment of goods, or for any damages suffered by Purchaser by reason of such delay nor shall the order be subject to cancellation, when such delay is directly or indirectly caused by, or in any manner arises from, fires, floods, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond the control of TPS.

It is not feasible for TPS to hold equipment within its facilities beyond the scheduled completion date. If Purchaser cannot accept delivery on the scheduled delivery date, TPS will, if circumstances permit, arrange for storage of the equipment for a reasonably limited period of time provided that Purchaser remits full payment for the equipment plus Purchaser shall assume cost of storage risks incident to storage.

8. **GUARANTEE** - TPS warrants that the material and workmanship going into the TPS Product is of good quality and in conformity with the best commercial practice.

Unless otherwise stated parts found to be defective in material or workmanship under normal use and service within one (1) year after shipment will be repaired or replaced without charge F.O.B. original point of shipment, the responsibility of TPS being limited to the cost of the defective parts. Decomposition by chemical action and wear caused by the presence of abrasive materials shall not constitute defects. In no event shall TPS be liable for consequential or special damages, or for transportation, installation, adjustment, or other expenses which may arise in connection with such replacement or repair.

ORP and pH Probes will be covered under warranty for three (3) months after shipment. All pump replacement parts will be covered under warranty for six (6) months after shipment.

THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS.

Equipment may be returned for credit or replacement only after written TPS authorization and shipping instructions.

9. PATENTS - TPS agrees to defend, at its own expense, any suit brought against Owner on a complaint that any product furnished on this order constitutes an infringement of a patent, provided that TPS is notified in writing of such suit within 10 days after service of process therein on Owner, and all papers therein are delivered to TPS and TPS is given the authority, information and assistance to defend against the suit. TPS agrees to pay all damages and costs awarded therein against Owner. The foregoing states the entire liability of TPS for patent infringement. Purchaser and/or Owner shall hold TPS harmless for any expense or loss resulting from infringement of patents or trademarks arising from compliance with Purchaser's and/or Owner's designs or specifications.
10. SERVICE - The price quoted is for machinery and equipment. Service, if included in the quotation is an obligation to the Owner and will be rendered only after full payment of purchase price by the Purchaser.
11. CANCELLATION - Cancellation or suspension of order will be accepted only upon terms which reimburse TPS for costs incurred plus normal mark-up, and must be agreed to in writing by an officer of TPS.
12. EQUIPMENT CHANGES - Changes in equipment design or specifications quoted by TPS will be made only with the consent of TPS and on terms acceptable to TPS.
13. CLAIMS - After TPS has delivered the equipment to the carrier, the carrier is responsible for its safe and complete delivery to the Purchaser or Owner. It is consignee's responsibility to inspect and accept these goods and promptly report to the carrier and TPS any shortages, damages or other problems that might arise that will unfavorably influence the installation and/or operation of this equipment. Any of these conditions must also be noted on the carriers receipt.
14. CODES - TPS equipment and accessories are all designed in good faith with the intent of complying with all applicable codes existing at time of quotation. TPS shall not be responsible for any failure to comply with such codes which results from non-conforming location, operation, use or maintenance of the equipment or from alteration of the equipment not authorized by TPS, or from any option or accessory to the equipment which was available to the Purchaser or Owner but omitted at his direction, or from any design or instructions furnished by Purchaser or by Owner. Any liability to TPS for violations of codes shall be limited to modifications or replacement of the equipment so that it complies with the codes. TPS shall not be liable for any fines, penalties, or consequential damages. The TPS price does not include the cost of inspection, permits or fees related to verifying compliance with codes, regulations, standards or specifications.
15. BACK CHARGES - Back charges will not be accepted by TPS unless an officer of TPS has approved them in advance in writing.
16. INDEMNIFICATION - Purchaser shall indemnify and hold TPS harmless from all damages, liability and expense (including reasonable attorney's fees) arising out of claims or law suits of third parties based on or involving the equipment or its use, handling or operation.
17. LIMITATION OF LIABILITY - TPS's liability, howsoever arising with respect to any of the obligations which it may have assumed by reason of its performance of the work, is specifically limited as provided herein, and in no event shall TPS, its employees, agents and/or subcontractors be liable for any special, indirect or consequential damages whatsoever, including without limitation, any delays or loss of time in putting the system into operation, or any delays or loss of time to other parts of OWNER'S plant, or loss of production, profits, products, chemicals, utilities, etc. Under no circumstances shall TPS's total liability for any cause including without limitation tort, performance guarantee, contract warranty (expressed or implied), strict liability or otherwise arising out of this Agreement, exceed the lesser of the actual loss, harm or damage or the original purchase price of the involved equipment or system sold by TPS to this purchaser.
18. ARBITRATION - Any controversy or claim arising out of or relating to this agreement or the performance or breach thereof that cannot be settled by the officers of each party shall be settled by arbitration in the city of Crown Point – Lake County, Indiana, in accordance with the then current rules and procedures of the American Arbitration Association.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approval of the updated resolution with Synovus regarding authorized signatures for the City's bank accounts

AGENDA DATE: 12/13/2022

DATE PREPARED: 11/30/2022

PREPARED BY: Jennifer Hallman, Finance Director

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: To approve the updated resolution with Synovus regarding authorized signatures for the City's bank accounts.

BACKGROUND: Due to the change in the City Clerk position and the upcoming retirement of the Public Works Director/City Engineer, documents with Synovus need to be updated. The update will consist of removing Alisa Doyal & Bobby Elliot and adding Theresa Campbell & Tracy Jarvis as authorized signers. The Mayor, Council and City Manager will remain as authorized signers as well.

STAFF RECOMMENDATION: To approve the updated resolution with Synovus regarding authorized signatures for the City's bank accounts.

IMPACT: N/A

MOTION: I move to approve the updated resolution with Synovus regarding authorized signatures for the City's bank accounts.

TO: SYNOVUS BANK
(referred to in this document as the "Financial Institution")

BY: CITY OF VILLA RICA
(referred to in this document as the "Organization")

1) ACCOUNT INFORMATION	Employer Identification Number 586-00-0691	Account number (if existing) [REDACTED]
2) GOVERNING DOCUMENTS	The undersigned certifies that the undersigned has delivered or, contemporaneously herewith, will deliver to the Financial Institution true, correct and complete copies of the Organization's organizational and governing documents (e.g., Articles of Incorporation or Organization, Bylaws, Operating Agreements) to the extent said documents exist and that the powers granted in this resolution are not in contravention with the Organization's governing documents.	

3) AUTHORIZING RESOLUTION The undersigned hereby certifies that the following resolutions were properly adopted in accordance with the governing documents of the Organization.

The governing body of the Organization hereby resolves that:

- The Financial Institution is designated as a depository for the funds of the Organization and to provide other financial services as provided for in this resolution.
- This resolution shall continue to have effect until express written notice of its rescission or modification has been received and accepted by the Financial Institution. Any and all prior resolutions adopted by the governing body of the Organization relating to the Financial Institution as governing the operation of the Organization's account(s), are, and shall continue (except as expressly modified hereby), in full force and effect, until the Financial Institution receives and acknowledges express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for such changes.
- Any and all transactions by or on behalf of the Organization with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- Any of the persons named in Section 4 below (each, an "Authorized Person") are, each independently and without the need of any other Authorized Person, authorized to make any and all contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated below, from time to time with the Financial Institution, concerning funds deposited with the Financial Institution, moneys borrowed from the Financial Institution or any other business transaction by and between the Organization and the Financial Institution subject to any restrictions stated below, or otherwise agreed to in writing.
- The Organization agrees to the terms and conditions of any account agreement, properly opened by any Authorized Person of the Organization. The Organization authorizes the Financial Institution, at any time, to charge the Organization for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution.
- The Organization acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to the Authorized Persons to facilitate the powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, debit cards and automated teller machines (ATM).
- The Organization acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Authorized Persons named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing. If a facsimile signature has been filed separately with the Financial Institution by the Organization, the Financial Institution is authorized to treat the facsimile signature as the signature of the Authorized Person(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature on file.

4) AUTHORIZED PERSON SIGNATURES The undersigned further certifies that each of the following persons are deemed Authorized Persons of the Organization and have all of the powers indicated in the "Powers Granted" section set forth below. Each Authorized Person may bind the Organization without the need of any other Authorized Person. The Financial Institution is hereby authorized to rely on any of the signatures subscribed hereto relating to transactions of any business on the Organization's account(s).

Name and Title or Position	Signature
A. MATTHEW MOMTAHAN, Authorized Signer	X
B. THOMAS GLENN BARBER, Authorized Signer	X

C. GILBERT EDWIN MCDOUGAL, Authorized Signer	X
D. SHIRLEY MCCAIN MARCHMAN, Authorized Signer	X
E. DANNY BRUCE CARTER, Authorized Signer	X
F. LESLIE E MCPHERSON, Authorized Signer	X
G. ANNA KAY MCCOY, Authorized Signer	X
H. THERESA ELAINE CAMPBELL, Authorized Signer	X
I. TRACY E JARVIS, Authorized Signer	X

POWERS GRANTED

Description of Power

- 1) Exercise all of the powers listed or otherwise contemplated in this resolution.
- 2) Open any deposit or share account(s) in the name of the Organization.
- 3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with the Financial Institution.
- 4) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a safe deposit box in the Financial Institution.
- 5) Other:

5) EFFECT ON PREVIOUS RESOLUTIONS All prior resolutions of record at the Financial Institution remain in effect unless the Organization notifies Financial Institution as provided herein.

6) CERTIFICATION OF AUTHORITY The undersigned further certifies that the governing body of the Organization has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolution and to confer the powers granted to the persons named above who have full power and lawful authority to exercise the same.

IN WITNESS WHEREOF, I (i) have subscribed my name and affixed the seal of the Organization on the date(s) set forth below and (ii) hereby certify that, in accordance with 18 USC § 1344 and other applicable law, that on the date(s) set forth below, I am fully authorized to act on behalf of the Organization and nothing herein is false, misleading or fraudulent nor intended to defraud the Financial Institution [and agree that to the extent the foregoing is false acknowledge that I will be held personally liable].

UNDERSIGNED

Signature: X
 Name: MATTHEW MOMTAHAN
 Title: Authorized Signer
 Date:

ATTEST BY ONE OTHER OFFICER

Signature X
 Name: THOMAS GLENN BARBER
 Title: Authorized Signer
 Date:

FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on _____ (date) by _____ (initials) ☐ This resolution is superseded by resolution dated _____.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Adopt a resolution authorizing an investment account with Synovus Trust Company and adopt an investment policy

AGENDA DATE: 12/13/2022

DATE PREPARED: 11/30/2022

PREPARED BY: Jennifer Hallman, Finance Director

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: Adopt a resolution authorizing an investment account with Synovus Trust Company and adopt an investment policy.

BACKGROUND: With interest rates rising, staff would like to expand Villa Rica's investment options. State of Georgia law authorizes the City to invest in the following types of obligations:

- Obligations of the State of Georgia or of any other states
- Obligations of the United States Government
- Obligations fully insured/guaranteed by the United States Government/governmental agency
- Obligations of any corporation of the United States Government
- Prime bankers' acceptances
- The State of Georgia local government investment pool (i.e., Georgia Fund 1)
- Repurchase agreements
- Obligations of the other political subdivisions of the State of Georgia

Any investment or deposit in excess of the Federal Deposit Insurance Corporation (FDIC) insured amount must be secured by either (a) security pledges of 110% of an equivalent amount of State or U.S. obligations, or (b) the financial institute participating in the Georgia Secure Deposit Program, administered by the Office of State Treasurer.

STAFF RECOMMENDATION: Adopt a resolution authorizing an investment account with Synovus Trust Company and adopt an investment policy.

IMPACT: Increased interest earnings

MOTION: I move to adopt a resolution authorizing an investment account with Synovus Trust Company and adopt an investment policy.

COUNCIL RESOLUTION

1. The undersigned, being the Mayor and Clerk of the City of Villa Rica (the "Council"), hereby certify that the Council of the City met for a regular meeting on December 13, 2022, at which meeting the following resolution was passed:

BE IT RESOLVED, by the Council for the City of Villa Rica, that Synovus Trust Company, N.A. is designated as the investment and asset manager for designated City funds.

BE IT FURTHER RESOLVED that Jennifer Hallman, Finance Director and Sarah Andrews, Deputy City Manager/CFO, are empowered and authorized to transfer the assets of the City to Synovus Trust Company, N.A., for investment management.

2. We further certify that this resolution is reflected in the minutes of the Council, that this resolution has not been rescinded or modified, and that at all times relevant hereto the Council has the requisite authority to adopt such resolution and confer the powers conveyed therein to the persons so named, who have full power and authority to perform those acts specified on behalf of the City.

IN WITNESS WHEREOF, we have set our hands and affixed the Seal of the City, this _____ day of _____, 20____.

Gil McDougal
Mayor

Attest:

Theresa Campbell
Clerk

(Seal)

City of Villa Rica

Policy: Investments

A. Scope

This investment policy shall apply to all funds for the City of Villa Rica.

B. Objectives

1) Safety of the principal is the foremost objective of the City of Villa Rica. Those investing funds on the City's behalf must first ensure that capital losses are avoided by limiting credit and interest risk. Credit risk is the risk of loss due to the failure of the security issuer or backer. Interest risk is the risk that market value portfolios will fail due to an increase in general interest rates.

2) Liquidity is the second objective of the investment portfolio. The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be anticipated.

3) Return on Investment is the third objective of the investment portfolio. This objective is subordinate to safety and liquidity. After the first two objectives are met, the goal of the investment portfolio of the City shall be designed to attain a market-average rate of return.

4) Maintaining the Public Trust is the fourth objective. City officials act as custodians of the public trust. In keeping with the public trust, the investment officials shall seek to avoid engaging in transactions which may jeopardize the public's faith in the abilities of those who govern the City.

C. Delegation of Authority

The Finance Director is the designated investment officer of the City and is responsible for the investment decisions. In the absence of the investment officer, the Deputy City Manager/CFO shall perform the duties. The investment officer is responsible for writing investment policy and guidelines to be reviewed and approved by the Council. The Finance Director is responsible for the maintenance of other written administrative procedures consistent with this policy and the requisite compliance.

D. Prudence

The standard of prudence to be used by investment officials shall be the 'prudent person'. The 'prudent person' standard states: "Investments shall be made with judgment

and care – under circumstances then prevailing – which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.” Investment officers acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

E. Standards and Procedures

All Standards and procedures created by the investment officer must be reduced to writing when possible.

F. Ethics and Conflicts of Interest

The investment officer shall refrain from using the position of investment officer for personal or partisan gain or to benefit any person or entity over the interest of the City. Investment officials shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

G. Internal controls

The investment officer shall establish and maintain a system of internal controls. The controls shall be designed to prevent and control losses of public funds arising from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees and officers.

H. Reporting

The investment officer shall create reporting procedures & approved by the Council.

I. Authorized investment instruments

All investment activity is required to be in compliance with Chapter 83 of Title 36 of the Official Code of Georgia, which establishes guidelines for local government investment procedures.

The City may invest funds subject to its control and jurisdiction in the following:

- 1) Certificates of deposit issued by banks insured by the FDIC. Deposits in excess of the FDIC coverage must be collateralized by securities with a market value equal to at least

110% of the deposit. Only those securities described in Georgia Code 50-17-59 can be pledged as collateral;

- 2) Obligations issued by the United States government;
- 3) Obligations fully insured or guaranteed by the United States government or a United States government agency;
- 4) Obligations of any corporation of the United States government;
- 5) Obligations of the State of Georgia or of other states;
- 6) Obligations of other political subdivisions of the State of Georgia
- 7) The local government investment pool created by Code Section 36-83-8.

The City shall only use those investment instruments allowed by state law. Those instruments not listed above, but allowable by state law must be approved by the Council. The City Attorney must also approve any investment instrument not listed above. Prime bankers acceptances and repurchase agreements must be approved by affirmative vote of the Council.

J. Dealer selection

The investment officer will create banking service procurement procedures or will select an investment advisor to facilitate such procedures. The officer will be required to maintain a list of eligible banks and dealers. The institutions should be appropriately capitalized. The officer will create procedures for determining the creditworthiness of banks.

K. Diversification and Maturities

It is the policy of the City to diversify its investment portfolio. Investments held should be diversified to the extent practicable to control the risk of loss resulting from over-concentration of assets in a specific maturity, issuer, instrument, dealer, or bank.

Diversification strategies will be established by the investment officer and periodically reviewed by the Council. The average maturity date of securities may not exceed one year for funds without Council approval. The investment officer shall diversify maturities and to the extent possible match those maturities to cash flows.

L. Safekeeping and Custody

All securities shall be held by a third-party custodian designated by the investment officer and approved by the Council. The third-party custodian shall be required to issue a custody or safekeeping statement to the investment officer listing the specific instrument, rate,

maturity, and other pertinent information. All securities transactions entered into by the City shall be conducted on a delivery-versus-payment basis. In other words, the security must be delivered before funds are released.

M. Performance Evaluation

The investment officer will seek to achieve or exceed a market rate of return on the City's portfolio. Given the safety and liquidity needs of the City, the basis used to determine whether market yields are being achieved shall be the relative, then-current Treasury market notes and/or bonds.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2023 Budget Amendments # 1-12

AGENDA DATE: 12-13-2022

DATE PREPARED: 12-01-2022

PREPARED BY: Jennifer Hallman, Finance Director

AMOUNT: See Exhibit A

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PURPOSE: To adopt a resolution amending the 2023 budget

MOTION: I move to adopt the resolution amending the 2023 fiscal year budget pursuant to Section 2-71 of the City Charter.

CJCC Law Enforcement Training Equipment Grant

Grant funds to purchase a TI RECON simulator designed to train officers in use of force and de-escalation tactics & to purchase other small training equipment.

Source of Funds: Grant Funds

Item	Account Name	Account Type	Amount
1 100-371150	Police Contributions/Donations	Revenue	Increase 47,022
2 100-3210-531600	Police - Small Equipment	Expense	Increase 2,772
3 100-9000-611021	Transfer to GF Capital Projects	Expense	Increase 44,250
4 350-391100	Capital Project Transfer In	Revenue	Increase 44,250
5 350-3210-542500	Police - Equipment	Expense	Increase 44,250

End of Year Incentive Pay for Employees

End of Year Incentive Pay for Employees (\$61,397). Full-Time Employees \$300 and Part-Time Employees \$150.

Source of Funds: Self Insurance Fund - FY22 Savings

Item	Account Name	Account Type	Amount
6 610-381000	Use of Fund Balance	Revenue	Increase 61,397
7 610-9000-611110	Transfer to Other Funds	Expense	Increase 61,397
8 100-391210	Transfer In from Self-Funded	Revenue	Increase 48,253
9 505-391210	Transfer In from Self-Funded	Revenue	Increase 10,377
10 540-391210	Transfer In from Self-Funded	Revenue	Increase 2,075
11 560-391210	Transfer In from Self-Funded	Revenue	Increase 692
12 100; 505; 540; 560	Various Depts Salary & FICA	Expense	Increase 61,397

STATE OF GEORGIA
CITY OF VILLA RICA

A RESOLUTION TO APPROVE AN AMENDMENT TO THE BUDGET
FOR THE FISCAL YEAR 2023 FOR THE CITY
PURSUANT TO SECTION 2-71 OF THE CITY CHARTER

WHEREAS, the Mayor and City Council adopted the 2023 Budget on September 20, 2022, which incorporated all of the various funds of the City; and

WHEREAS, the Mayor and Council have determined it appropriate to amend the budget for the reasons set forth herein.

WHEREAS, the Mayor and Council have reviewed the proposed budget; and

WHEREAS, each of the funds, as amended, has a balanced budget, such that anticipated revenues equal or exceed proposed expenditures.

NOW, THEREFORE, the Mayor and City Council of the City of Villa Rica, Georgia, hereby resolve as follows:

Section 1. That the City of Villa Rica, Georgia, hereby amends the Budget for Fiscal Year 2022, said budget amendment being described as Amendment No. 1-12, attached hereto, and incorporated as Exhibit A.

Section 2. That any increase or decrease in appropriations or revenue of any fund or for any department; the establishment of new capital projects; or the establishment of new grant projects other than those expectations provided for herein, shall require approval of the City Council.

Section 3. That the City Manager and his/her designee may promulgate all necessary internal rules, regulations, and policies to ensure that this Budget Amendment Resolution is followed.

Section 4. This Resolution shall be effective immediately upon its adoption.

1. It is hereby declared to be the intention of the Mayor and City Council that all sections, paragraphs, sentences, clauses, and phrases of this Resolution are and were, upon their enactment, believed by the Mayor and City Council to be fully valid, enforceable, and constitutional.

2. It is hereby declared to be the intention of the Mayor and City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause, or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of same. It is hereby further declared to be the intention of the Mayor

and City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of same.

3. In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and City Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the same and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Resolution shall remain valid, constitutional, enforceable, and of full force and effect.

4. All ordinances or resolutions and parts of ordinances or resolutions in conflict herewith are expressly repealed.

5. The within resolution shall become effective upon its adoption.

SO RESOLVED AND EFFECTIVE this the _____ day of _____, 2022.

Approved:

Gil McDougal, Mayor

Attest:

Theresa Campbell, City Clerk



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Branding/Logo Development

AGENDA DATE: 12-13-2022

DATE PREPARED: 12-01-2022

PREPARED BY: Ken Denney, Public Information Officer

AMOUNT: \$59,750

GL ACCOUNT #: 100-1320-521200

FUNDING SOURCE: General Fund

BUDGETED ITEM? Yes

PURPOSE: To engage Rhyme & Reason Design to create a logo and related brand marks; to create a standard style and branding guide, and related work for marketing identity for the City of Villa Rica.

BACKGROUND:

The city currently uses the City Seal as its primary logo. This is not ideal for applications involving marketing, tourism promotion and related purposes. The City also uses a variety of branding marks (logos) for a wide range of purposes, and there are no standards or stylesheets regarding their use in advertising, internal, or external communication.

A branding/website project was included in the 2023 fiscal budget. The branding project will give the City a central identifying logo that will be used in all pamphlets, promotional material, signage, etc., so as to unify all messaging under one identity that is unique to the City.

Staff limited requests for proposals to those graphic design agencies with at least some experience with local government. In the end, six such agencies were asked to submit proposals.

Of those agencies, Staff felt that Rhyme & Reason Design of Atlanta had the most to offer. They are highly experienced in municipal and county branding, but they are also familiar with Villa Rica, having designed the logo currently used successfully in our tourism efforts.

Staff requests that Rhyme & Reason be engaged for the purposes of developing a primary logo and branding guide that will reflect our City's core identity in all forms of communications.

STAFF RECOMMENDATION: Approval.

MOTION: I move to engage Rhyme & Reason (R&R) Design to create a brand identity for the city for an amount not to exceed \$59,750.



Logo developed by Rhyme & Reason and currently used by the Villa Rica Convention and Visitor's Bureau

LOGO DESIGN AGENCIES			
Vendor	Cost	Pros	Cons
Bluestone (University of West Georgia)	\$39,631	Local (University of West Georgia)	Very expensive Little to no relevant experience
Carl Vinson (Athens)	\$40,000 - \$50,000* <i>This was an estimate; no formal proposal was requested based on the lead time.</i>	Extremely professional and thorough. Well-recommended Prior relationships	Very expensive Long turnaround (2024)
*R&R Design (Atlanta)	\$24,650	Past relationship with the city. Creative talent Good designs	Expensive, but thorough
Mighty 8th (Atlanta)	\$14,750	Lowest price Fast turn-around Lots of creative talent	Little relevant experience
Tailfin (Atlanta)	\$18,500-\$22,500 The variable is the “creative ideation” component of their three-phase process	Fast turn-around	Little relevant experience Would have to establish a firm fee
CivicBrand (Dallas, Texas)	\$25,000 - \$50,000 <i>Depending on which of two options we choose</i>	Highly experienced Talented group of individuals	Expensive Not Georgia-based

*** Staff selected R&R Design as a finalist based on their proposal, which was based on the same guidelines as the other vendors. After two meetings with R&R, we felt the research and design parts of the project could be expanded and requested a new proposal based on this wider project scope.**

R&R Design (Atlanta)	\$59,750	Phase I : Research and Immersion (6-8 weeks)	Phase II: Brand Identity Development and Build Out (10-12 weeks)
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You seem nice.

LET'S MAKE
SMART,
BEAUTIFUL
THINGS
TOGETHER





REQUEST FOR PROPOSAL

CITY OF VILLA RICA

Comprehensive Organizational Rebrand



AGENCY OVERVIEW

AGENCY OVERVIEW

We're experts in our field, strategic thinkers, brand champions, purveyors of print, digital denizens, video storytellers and poetic copywriters.

Over a decade ago, we discovered that there was a need for beautiful designs derived from smarter ideas. Avoiding the status quo, we focused on developing a relationship-centric environment, where equal parts wit and wisdom are shared and vibrant designs thrive. We put our clients first, and our team a close second. We listen intently and write copiously, while opportunities to learn are actively sought and creativity is spread like confetti.



AGENCY OVERVIEW

Get to know us



RHYME AND REASON DESIGN, LLC

EST. 2008, OWNED BY

Karen McKenzie & Scarlett Rosier

SMALL BY DESIGN

8 employees strong

FIND US AT

*PO Box 8671
Atlanta, GA 31106*

OR REACH OUT

*Scarlett@RhymeAndReasonDesign.com
407-921-9090*

Mission

*We blend
beautiful designs
& smart ideas
to build brand
champions.*



Our design love guarantee

From the beginning, we take our client relationships seriously. We let you talk because your pain points matter. We probe for more information about your target market because who they are matters. We strategize and plan before we ever Photoshop a stroke because organization matters. Then we create something awesome that directly reflects all the above.

And should we not immediately hit the proverbial nail on the head, fret not. Our design love guarantee has been put in place to ensure that you fall head over heels at first sight, or fifth.

Once your heart is all aflutter and your project comes to an end, we never design and run. We're part of your brand's life cycle, and you're part of our family. That means we remember your birthday, cheer your organization on, become brand advocates and are always a phone call, text, email, DM, or carrier pigeon away.





OUR PEOPLE,
YOUR TEAM

OUR PEOPLE, YOUR TEAM

We're a team of dreamers and doers, wanderers and stay-cationers, designers and thinkers. We're not one-in-the-same, but neither is our work.

We're friends who've become family, champions of brands and together we're dedicated to being, creating and doing more awesome.



OUR PEOPLE, YOUR TEAM

Meet our founders



SCARLETT ROSIER

Co-Founder & Director of Operations

Scarlett Rosier is the Director of Operations and Co-Founder of Rhyme & Reason Design. After receiving a Bachelor's degree in Advertising and a Master's degree in International Advertising from the University of Florida, she joined the agency world in Atlanta where she learned the ropes of client management and worked her way up to Senior Account Executive.

In late 2008, she joined forces with her business-partner-in-crime, Karen McKenzie, to form Rhyme & Reason Design. Since then she has become a force in traditional and digital marketing strategies. Scarlett works closely with the agency's clients, educating and guiding them carefully through the design and interactive process from start to finish. Through speaking engagements and blogging, she is able to share the importance of building culture in business, the impact of positive client/employee relationships and of course, the ever-changing world of marketing technology.

Scarlett oversees daily operations of the agency as well as the account management team. She is involved in the day-to-day interactions of clients and ensures projects are meticulously moved through the strategy, design and interactive process.



KAREN MCKENZIE

Co-Founder & Creative Director

Karen McKenzie is both the Co-Founder and Creative Director of Rhyme & Reason Design. As head of the design team, she helps synthesize business objectives through compelling visual stories. Her calming presence acts as a guidepost for young designers and instills trust in clients. A lauded graduate of the University of Florida's Graphic Design program, Karen understands the positive effects that collaboration has on creativity, and works diligently to foster an environment where fun mingles with purpose.

As a creative mind and entrepreneur, Karen is uniquely positioned to translate organizational challenges into visually engaging marketing solutions. She applies a business eye to design, which has resulted in smart and beautiful campaigns for more than a decade. Her ability to nimbly shift aesthetic styles has enabled R&R to carve out a place in several niche markets, including non-profits, communities and tourism, as well as like-minded cool companies.

Receiving a myriad of honors from *Print Magazine*, *Create* and *Atlanta Ad Club*, along with national tourism associations and fraternity communications associations, Karen's work for clients has not only produced award-winning results, but has effectively increased audience awareness and action.

OUR PEOPLE, YOUR TEAM



LAUREN CASTRO

Art Director

Lauren has been a creative force since joining the team in 2015. Her ability to transition from big, bold, strategic concepts to granular nuances allows her to effectively direct the design process from start to finish. A graduate of UF's Graphic Design Program, Castro knows that innovation comes from an acute understanding of the target market and an appreciation of the details.

Whether it's turning copious amounts of content into an annual report for the REALITY program or leading campaigns for Visit Lake Oconee's national advertising initiatives, Lauren's multidisciplinary skill set and thoughtful intentionality ensures the continued creation of smart, successful brands.



CRYSTAL PETERSEN

Senior Designer

Fueled by curiosity and a desire to understand why things work, Crystal seeks to understand and master new practices, tools, and trends with enthusiasm. A designer and lettering artist, she thrives in a collaborative environment where she can roll up her sleeves and create her best creative work.

Crystal graduated from the University of Georgia with a degree in Consumer Journalism, Advertising emphasis and also attended General Assembly for User Experience (UX) Design. Her portfolio includes work for CBRE, Bolster Real Estate Partners and the Simpson Organization. In addition to spearheading an organizational rebrand for her sorority, Delta Phi Lambda, Crystal has worked with lifestyle companies including Pandora Music, SugarBear Sleep, and Java Saga, a Taiwanese coffee shop.



HEATHER MOON

Senior Designer & Animator

Driven by the desire to find creative solutions through user-centered design, Heather thrives in an environment where she can push the boundaries while learning something new. She believes the best designs come from the combination of team collaboration, curiosity in the problem at hand and trust in the design process.

After graduating from the University of Tennessee with her BFA in Graphic Design, Heather began her career working for clients such as HGTV, Food Network and Travel Channel creating custom brands and motion graphics for pilot TV shows. In 2018 she moved to Atlanta, where she began connecting brands to places through digital marketing and environmental graphics for a variety of commercial real estate clients.

OUR PEOPLE, YOUR TEAM



LIZZY DANKO

Account Executive

Lizzy's talent and ability to deeply understand the needs of others allows her to bring a wealth of knowledge and experience to any team. When it comes to collaboration, she believes every idea is worth exploring and that even the most off-the-wall suggestions may lead to magic.

Armed with dual degrees in Marketing and Graphic Design from Bowling Green State University, Lizzy understands that when wit and style come together with a unified voice, brands can propel further forward. Her expertise lies in the non-profit and Greek life sectors, where she spent the early years of her career serving Habitat for Humanity, the Alpha Delta Pi Foundation, and as a development consultant to numerous universities across the United States. Lizzy's deep creative roots and her drive to find unique solutions brought her to the R&R team.



LEXI JOHNSON

Account Executive

Passionate about finding new ways to communicate and connect with everyone, Lexi strives to build meaningful relationships that help everyone grow into the best versions of themselves.

Lexi received her bachelor's degree in integrative public relations from Central Michigan University with a minor in journalism. During her academic career, she worked with the Grand Haven Area Convention and Visitors Bureau, Girls on the Run Central Michigan and the Mt. Pleasant Area Chamber of Commerce. Upon graduation, Lexi began her career with Alpha Sigma Alpha and most recently served as the director of communications and marketing. With a flair for copywriting and a keen understanding of nonprofit and community strategy, Lexi has found her home at R&R.



TODD ADAMS

Developer

A graduate of Full Sail University, Rhyme & Reason Design's developer and user experience designer, Todd Adams, focuses his attention on improving the architecture and experience of our websites. As both a programmer and designer, he is acutely aware of how both the front and back-end user will interrelate with the functions of the site. With this knowledge he is able to proactively ensure that usability and functionality are paramount.

Todd's portfolio boasts award-winning work for a variety of travel companies, retail businesses and public/private educational institutions including Dublin, GA, Johns Creek, Gainesville, FL, Round Rock, TX, Alpha Sigma Tau, Marriott Vacation Club International, Ann Taylor, Delta State University and many more.

**Due to size of our agency, all staff members contribute to and are familiar with each client. However, each client is given a dedicated Account Executive.*



CREATIVE OFFERINGS

At your service



RESEARCH/STRATEGY

- Qualitative & Quantitative Research
- Focus Groups
- In-depth Interviews
- Online Surveys



BRANDING

- Brand Audit
- Tagline & Messaging
- Logo Design
- Photoshoot Art Direction
- Brand Build-out



COPYWRITING

- Website Content
- Ad Campaign Content
- Brochure Content



PRINT

- Business Systems
- Brochures
- Annual Reports
- Direct Mail



DIGITAL

- Campaign Strategy
- Website Design & Development
- Theme Development & Design
- Social Media



VIDEO

- Script Writing
- Storyboarding
- Animation
- Live-action
- Art Direction



The Rhyme & Reason Way

RESEARCH & IMMERSION

Education

We'll audit all existing brand and marketing elements.

Creative brief

This internal document is the foundation for our creative conceiving and also ensures that our team, and yours, stay committed to the project objectives and focused on the right target audience.

Discovery session

A discovery session will be held with key stakeholders to dig deeper into what makes your brand tick, reviewing the creative brief and solidifying the marketing goals.

ACCOUNT MANAGEMENT

Asset gathering

Depending on the design project we are working on, we will gather a variety of asset files.

Vendor management

Your account manager will either assist or take on full communication responsibilities with print vendors, publication reps and digital platforms.

From start to finish

Your account manager will be available to answer questions, share insights and ensure the entire process is enjoyable.

CREATIVE SERVICES

Creative conceiving

During creative conceiving, we will craft initial design directions that capture the goals discussed during research and immersion.

Copywriting

Our copywriters and editors are here to fluff, cut and provide grammatically correct prose that elevates your marketing message.

Refinement

Everyone should fall head over heels in design love. Sometimes that happens at first sight, sometimes that takes a few rounds of revisions. Either way, we help you get there.

READY, SET, SUBMIT

Approval

You are truly, madly, deeply in design love! Time to give your account manager the green light, the thumbs up, the written approval that your design project is complete.

Submission

When your project is complete and it's time to submit the design file to the specific print vendor, publication rep or digital platform, our team will package up all the files and share them directly with the contact—one less bit of work for you.

Happy dance

Grab the confetti, it's time to celebrate your design!



Branding

RESEARCH & IMMERSION

Brand audit

We'll assess all existing brand elements and marketing collateral to understand the history of the brand.

Discovery session

We'll check in with key stakeholders to better understand the pain points as well as potential opportunities for the core branding needs.

SWOT analysis

We'll complete primary research to identify the strengths, weaknesses, opportunities and threats.

CLARIFYING STRATEGY

Positioning

It's time to identify your single most persuasive idea as well as your company "uniques."

Creative brief

This internal document is the foundation for our creative conceiving, making sure that we're all on the same page about project objectives.

Naming & tagline

Not every organization needs a new name or tagline, but when you do, getting the right one is important. The creative brief process uncovers your core messaging and brand promise. We'll use that to guide the team through brainstorming exercises.

CREATIVE CONCEPTING

Design

The fun part! We'll sketch and design and design and sketch until we've narrowed down 3 to 4 of the best options.

Color

Color speaks volumes; we'll identify the right palette for your brand.

Typography

Slab, sans, serif, script — the options are endless. The right combination of fonts can impact the personality of your brand.

Refinement

Design is a collaborative exercise; we'll work with you to refine all the way to design love.

MANAGING ASSETS

Usage guide

This one-page guide provides the high-level details regarding your logo, including the colors, fonts and layout variations to ensure the consistent reproduction of your brand.

Logo library

You never know what format you'll need your logo in down the line. We make sure you have all the files in one easy-to-navigate file library.

Standards guide

This guide outlines all the important aspects of your brand, including your brand promise or value proposition, colors, typography, clear space, violations and more.

Building brand champions

Becoming a brand champion starts with you. It's time to get excited and share with the team. And then, it's time for launch! Digital, print and social. We can help.



CASE STUDIES

Visit Henry County

Henry County Convention & Visitors Bureau is an organization whose mission is to market and promote the cities of Stockbridge, Locust Grove, Hampton and unincorporated Henry County to visitors. Through their intentional communication efforts, the goal is to increase visitation and engagement with county hotels, restaurants, stores and attractions.

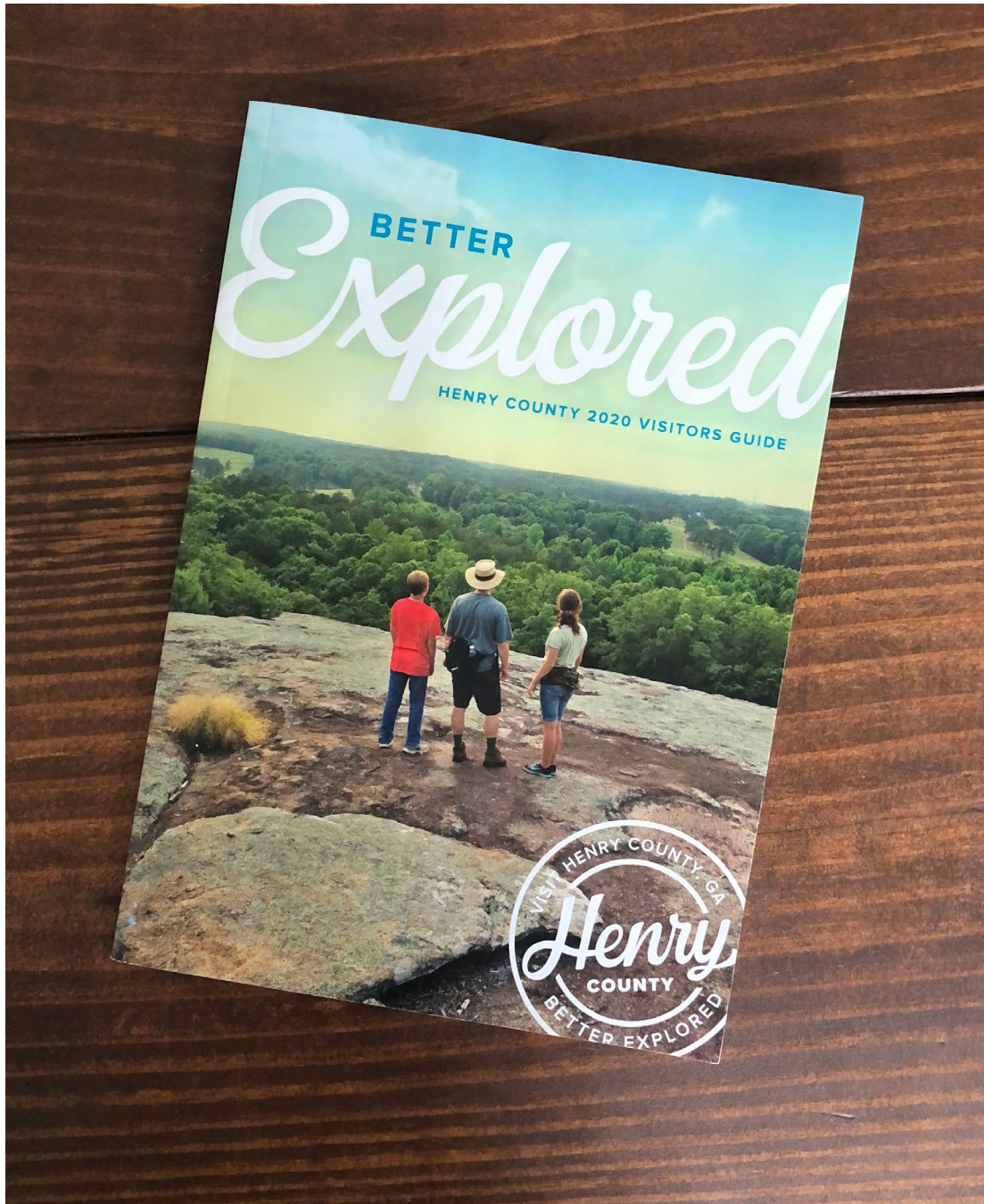
In spring 2019, after an intensive research study, Henry County Convention & Visitors Bureau made the decision to rebrand their organization from top to bottom. The old brand and tagline painted a very Southern experience that no longer resonated with the County or its audience. The goal moving forward was to create a more authentic brand image that could successfully promote the area's primary attributes of location, diversity and hospitality.



RESULTS

- Over the course of 17 days (April 6th – 23rd), 100 visitor guides with complementary branded stickers were requested and sent to individuals, not including partners who have requested boxes of guides. This influx met the CVB's initial goal of increasing engagement within the local community.
- Phenomenal anecdotal feedback regarding the new brand and guide has been provided by key constituents, county leaders and members of the community.
- The launch video received 4.8k views, 21 shares and 12 comments.
- The launch video and social media coverage related to the launch resulted in 166 direct visits/referrals to BetterExplored.com in the same timeframe, from April 6 – 23rd.





EXPLORE

Henry

Love IS IN THE Air

I DO!

I ♥ U

SHE SAID YES

YULE FOREST OH HEY, PUMPKIN!

TOP of the MOUNTAIN To you!

HIKING + BIKING TRAILS GALORE!

J.P. MOSELEY PARK DISC GOLF COURSE

dream big

PANOLA MOUNTAIN STATE PARK

FLOYD CHAPEL BAPTIST CHURCH

disc in one!

VISIT HENRY COUNTY, GA

Henry COUNTY

BETTER EXPLORED

HENRY HAS HEART

PLAN TO FALL IN LOVE. WHETHER YOU ARE LOOKING FOR THE PERFECT PLACE TO POP THE QUESTION OR SEARCHING FOR A DESTINATION TO SAY "I DO", HENRY COUNTY HAS PLENTY OF COZY SPOTS AND PICTURESQUE VIEWS FOR ROMANCE TO BLOOM.

LEARN MORE AT HENRYCOUNTYWEDDINGS.COM #BETTEREXPLORED

EXPLORE

Stockbridge

YULE FOREST OH HEY, PUMPKIN!

TOP of the MOUNTAIN To you!

HIKING + BIKING TRAILS GALORE!

J.P. MOSELEY PARK DISC GOLF COURSE

dream big

PANOLA MOUNTAIN STATE PARK

FLOYD CHAPEL BAPTIST CHURCH

disc in one!

VISIT HENRY COUNTY, GA

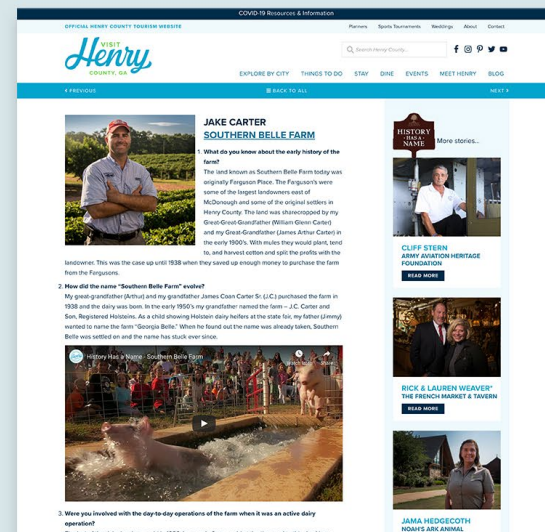
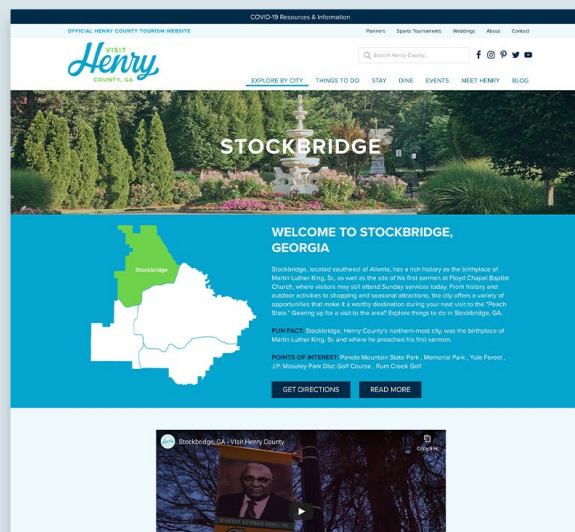
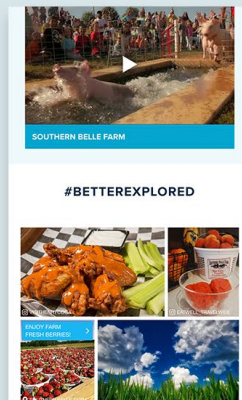
Henry COUNTY

BETTER EXPLORED

HENRY HAS ALL THE FUN

WHETHER YOU ARE LOOKING TO SUMMIT PANOLA MOUNTAIN OR PREFER WALKING IN THE FOOTSTEPS OF A CIVIL RIGHTS LEADER AT FLOYD CHAPEL, YOU'RE SURE TO FIND THAT HENRY COUNTY IS A DESTINATION THAT IS ALWAYS BETTER EXPLORED.

LEARN MORE AT VISITHENRYCOUNTYGEORGIA.COM #BETTEREXPLORED



City of Stockbridge

Stockbridge is a city in Henry County, Georgia, approximately 30 minutes south of Atlanta, but within the metro area. In recent years, the city has experienced rapid growth both in industry and population.

With its positive growth and upcoming 100th anniversary, the City found itself in a position to re-imagine its brand image. Plagued by negative perceptions and inter-city political concerns, the team leading the branding project was looking to re-invigorate community pride and develop a messaging platform that all could champion during the 100th anniversary and beyond.



RESULTS

- A consistent and cohesive brand was established including a logo design, tagline and business system assets.
- The tagline, “Where Community Connects,” is the theme for the 100th anniversary and will be used as a rally cry for residents, businesses and officials alike to lead the City forward.
- The new comprehensive brand, although only recently launched, has been used by City officials to lay the foundation for their strategic plans and development vision.

Stockbridge



Stockbridge
Where Community Connects

Introduction

MEET STOCKBRIDGE

Ideally located in the northern section of Henry County, GA, the City of Stockbridge has enjoyed rapid growth during the past few decades. As a result of this rise in population, the community has been afforded the opportunity to develop a distinct identity that positions it as a family-friendly enclave, rich in history and primed for economic success.

The new identity was created to challenge the current negative perceptions and foster a greater sense of community pride. Presented as the foundation for connection, it will be used to establish consistent and cohesive communication efforts focused on inclusivity, enhanced capabilities, progressive ideals and family values. Stockbridge is where community connects.

3



S



Introduction

KEY FOCUS AREAS

- Community – Inclusivity
- Convenient – Accessible to Atlanta & the airport
- Capability – Potential & Growth

TAGLINE

Where Community Connects

BRAND VALUES

- Community
- Inclusivity
- Convenient
- Capability
- Potential
- Comfortable
- Striving
- Family-Friendly
- Growth
- Progressive
- Small Town

Monroe-West Monroe, Louisiana

Monroe-West Monroe Convention and Visitors Bureau of Ouachita Parish is an organization whose mission it is to attract conventions and tourists to the area. It acts as a resource for building and extending the community, while offering a centralized location for information and a platform for education. Additionally, the CVB develops experiences and supports the preservation of the local economy.

Hired in the fall of 2019, R&R was asked to help the CVB develop a comprehensive organizational rebrand. Through in-depth focus groups and discovery sessions, it was determined that most constituents were interested in seeing a modernized message and brand that would aid in unifying the twin cities and increasing positive perceptions of the area among young professional visitors and family-focused residents



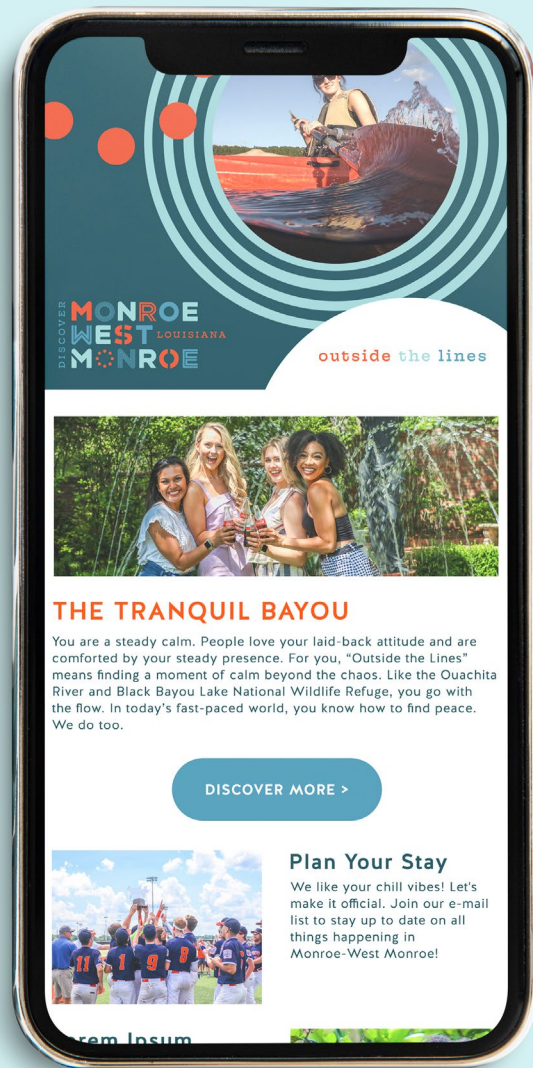
RESULTS

- Though the brand and complementary marketing pieces were set to launch in a big in-person unveiling in early 2020, COVID-19 put an end to the event. However, it did not stop Monroe-West Monroe from planning and executing an incredible virtual brand launch experience, complete with branded confetti.
- May 2020 virtual brand launch received:
 - 3,900 live views on Facebook
 - Incredibly positive comments and engagement across social media platforms



"If you are looking for an agency, I would definitely, 100 percent recommend Rhyme & Reason Design."

- Sheila Snow, Vice President of Communications







HERE HOSPITALITY HAS NO LIMITS

Explore a destination filled with heart and awash in culture, where your senses are free to color outside the lines, where your feet may dance to a different drum, and where you have the freedom to listen to your soul.

Discover visionaries like Joseph Biedenharn, the first bottler of Coca-Cola, General Claire Chennault, who led the Flying Tigers in World War II, and

the Robertson family, who turned a duck call into an entertainment empire. A long history of creators thinking outside the box can be found here.

Experience the vibrancy of Monroe-West Monroe while dancing in the vines at Lancy Vineyards, touring museums that share our history and culture, exploring the galleries in our downtown, or enjoying live music at an Irish pub. Unique experiences go beyond what you'd expect.

Relax as you kayak along our tranquil bayous, explore our downtown shops, or pull up a chair at one of our local restaurants featuring seafood dishes, Cajun spice, soulful plate lunches, BQ, and so much more. Find a moment of calm away from the fast pace of everyday life.

But most of all, enjoy the friendly waves and smiles from everyone you meet as you explore our two cities.

So, come Discover Monroe-West Monroe, where you're welcome to play outside the lines.

And if you're not sure where to start, take our MWM Personality Quiz on pg. 44 to discover a curated itinerary perfect for your personality type.

local tip

HEAD TO PAGE 44 TO DISCOVER YOUR MONROE-WEST MONROE PERSONALITY TYPE AND GET AN ITINERARY MADE WITH YOU IN MIND.

MONROE-WESTMONROE.ORG

discover monroe-west monroe · attractions

WHERE TO DISCOVER

From Cokes to bayous to beards and Flying Tigers, we've got it all right here in Monroe-West Monroe. Check out our area attractions and you'll Discover Monroe-West Monroe.

BIEDENHARN MUSEUM & GARDENS

Step up to the soda counter to hear the tale of Coca-Cola's bottling beginnings from an entertaining soda jerk. Then refresh with a 5-cent Coke and the nostalgia of early Coca-Cola memorabilia including a delivery truck, signs, posters, bottles and Coke machines. Tour the elegant home of Joseph Biedenharn, first bottler of Coca-Cola, every room lovingly decorated by his daughter Emy-Lou Biedenharn, a renowned opera singer during the pre-World War II years. Stroll through the beautiful ElSeng Gardens behind the home with over an acre of terraces, fountains, and statues. Explore the extensive collection of historically significant and unique Bibles, including a Gutenberg leaf, in the Bible Museum adjacent to the home. A wonderful retail shop with a variety of Coke merchandise, local souvenirs, jewelry, and home decor is also on the premises.

2000 RIVERSIDE DRIVE, MONROE
318.387.5281
10A-5:30P TUES-SAT
ADULTS: \$4, CHILDREN (12 & UNDER): \$4
BIMUSEUM.ORG

BLACK BAYOU LAKE NATIONAL WILDLIFE REFUGE

This majestic 4,500-acre expanse is a wildlife habitat with all manner of plant species and everything from small alligators and turtles to coyotes, deer and a wide variety of fowl. Delight in the beauty of herons, egrets, orioles and red-winged blackbirds from the wildlife pier or bird blind. Walk on a nature trail that meanders through a forested wetland. The Visitors Center, a restored 1800s Acadian house, offers interactive exhibits and a nature shop. Visit the conservation learning center with its mural of the lake and live animal exhibits of native fish and reptiles. Other features include a photo blind, boat launch, canoeing, year-round fishing, and seasonal hunting opportunities.

490 RICHLAND PLACE, MONROE
318.387.1114
REFUGE: OPEN DAYLIGHT HOURS
VISITOR CENTER: 9A-4P
WEEKDAYS: 9A-5P SAT: 1P-5P SUN
FREE ADMISSION; \$2 BOAT LAUNCH FEE;
\$30 1/2 DAY CANOE RENTAL, \$15 FULL DAY (CALL TO SCHEDULE)
FWIS.GOV/REFUGES/BLACK-BAYOU-LAKE

CHENNAULT AVIATION & MILITARY MUSEUM

Occupying one of the last standing buildings from the WWII Seaman Army Airfield Navigation School, this totally renovated facility is filled with more exhibits and artifacts than one would ever believe. The aviation portion highlights three historic chapters in the nation and Monroe's history: the Navigation School that trained over 15,000 navigators during WWII; the birth of Delta Airlines from a regional crop dusting service; and Louisiana native General Claire Chennault, leader of the Flying Tigers in a special exhibit "Way of a Fighter". The military portion is portrayed through sections of the museum representing all five military branches with an abundance of weaponry, uniforms, photographs, documents, and other artifacts depicting WWII through present day with heavy emphasis on Louisiana. The museum features a growing outdoor display of historic aircraft and vehicles.

701 KANSAS LANE, MONROE
318.362.5540
9A-4P TUES-SAT
FREE ADMISSION
CHENNAULTMUSEUM.ORG

DUCK COMMANDER

Monroe-West Monroe is the proud home of the Robertsons, America's favorite bearded family and stars of A&E's hit show Duck Dynasty. From a love of duck hunting, Phil Robertson built the foundation for what is now a multi-million dollar and internationally known brand, Duck Commander. The latter is mostly due to the entrepreneurial spirit of Willie Robertson, Phil's son and CEO of the company. Visit the Duck Commander Warehouse to see show memorabilia and shop for clothing, duck calls, food products, and more!

117 KINGS LANE, WEST MONROE
318.387.0888
9A-5P MON-SAT
TOUR 9:30A-3:30P MON-SAT
FREE ADMISSION TO STORE
TOUR ADMISSION (FREE DUCK CALL WITH PURCHASE)
ADULTS \$20, MILITARY, 45 & UP, AND CHILDREN (5-12 YEARS): \$10;
SMALL CHILDREN (4 & UNDER): FREE
DUCKCOMMANDER.COM

MONROE-WESTMONROE.ORG

See Clayton County

Just 15 miles southeast of downtown Atlanta and home to Hartsfield Jackson Airport, Clayton County, Georgia, is where cuisines of the Far East mingle with Southern soul, where the past is remembered so that the future can be changed and where you can feel as comfortable touching down at home as you are taking off for parts unknown.

Clayton County was looking to re-position themselves as more than simply Atlanta's True South. A new brand identity provided the opportunity to capitalize on the existing community pride and to expand beyond the established limiting reputation of where the cinema classic "Gone with the Wind" was filmed. In order to generate greater awareness across target markets, Clayton County recognized the need for a refreshed brand and web presence that would help tell the story of all there is to see in Clayton County, enhancing the county's attraction as a desirable destination and increasing the number of residents, visitors and businesses coming to the area.



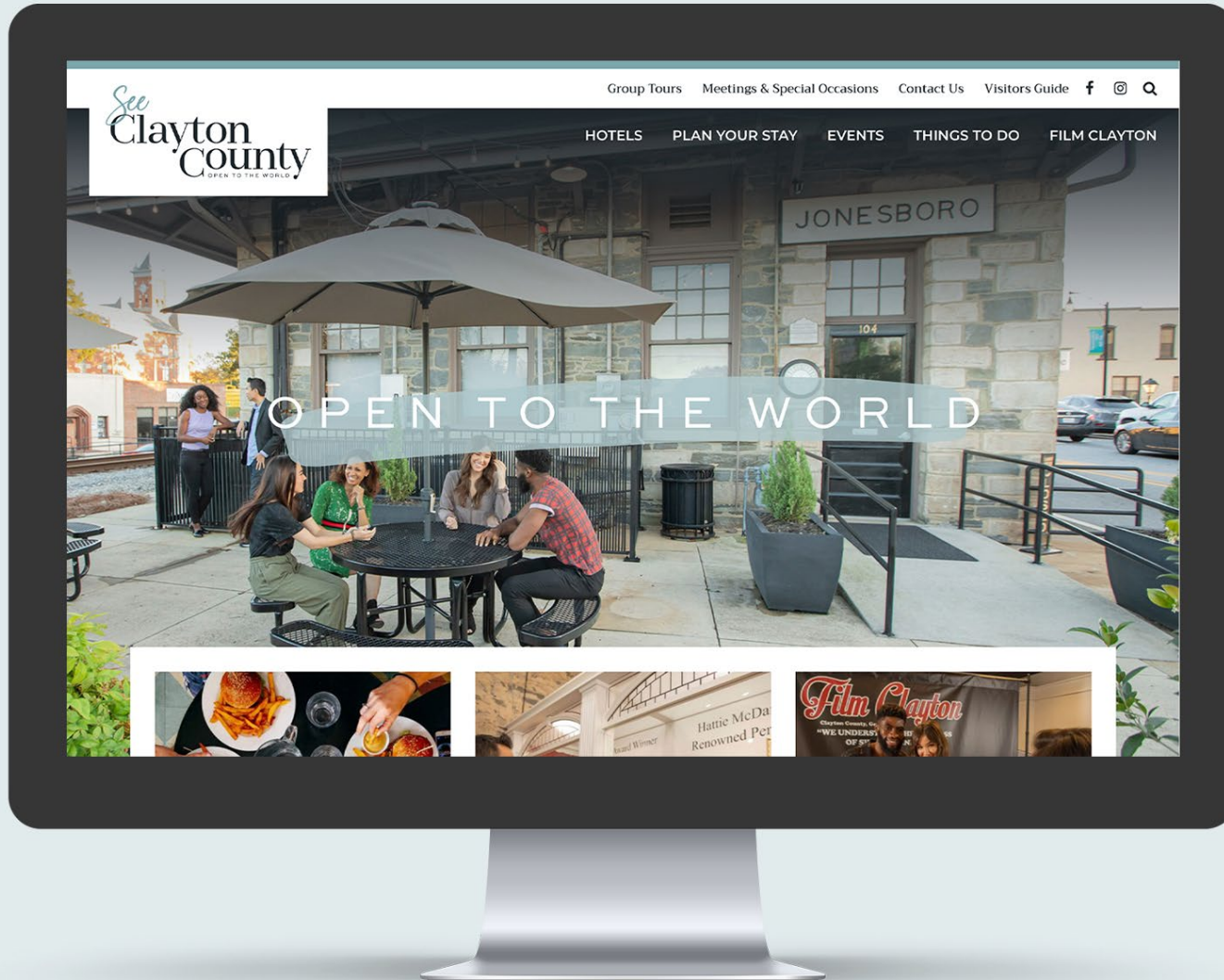
RESULTS

- The new brand and tagline provided the tools needed to share the modern and authentic version of Clayton County while not abandoning its storied past.
- Paired with a new aesthetic evoking timeless elegance, the tourism office newly renamed as "See Clayton County" positioned themselves as the go-to resource for all things to do in Clayton County.
- "Open to the World" reminds visitors that as the home of the world's busiest airport, Clayton County is one of those places where the world is always welcome.

See
**Clayton
County**
OPEN TO THE WORLD



OPEN TO THE WORLD



OPEN TO THE WORLD

Immerse yourself in our culture: experience the flavors of the world through food, music, and the magic of the movies.

[See more](#)



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PLAN YOUR

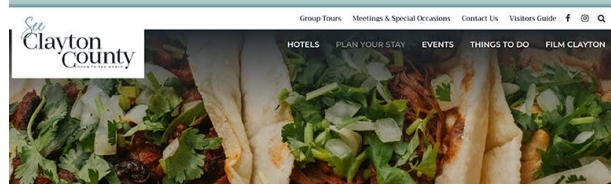
Before your journey begins, plan your stay near Hartsfield Jackson Atlanta International Airport. Clayton County makes the perfect home.



DINING

Our vibrant mosaic of cultures can be experienced throughout our community in its global culinary scene.

[Learn more](#)



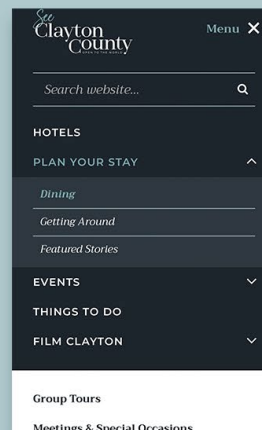
FEATURED STORIES

Whether it's tasting the flavors of the world, feeling the vibrations of the international music scene, finding your roots, or discovering the magic of the movies, we invite you to immerse yourself in our culture and community.

CAMERAS ON CLAYTON COUNTY

If you've seen the most popular movies and television shows of our time, you've already had a front-row view of Clayton County...

[Read Story](#)



REAL FLAVOR ON THE SOUTHSIDE

Our picks for some of the best international flavors in Clayton County.

[Read Story](#)



SCOPE OF WORK

Project schedule

Here at R&R, design love is guaranteed and that goes for strategies as well. The provided timeline can be streamlined or extended throughout the life of the project.

Timeline is dependent upon confirmation/scheduling of discovery session, timeliness of client feedback and rounds of revisions for creative.

PHASE I: RESEARCH & IMMERSION

(6-8 weeks)

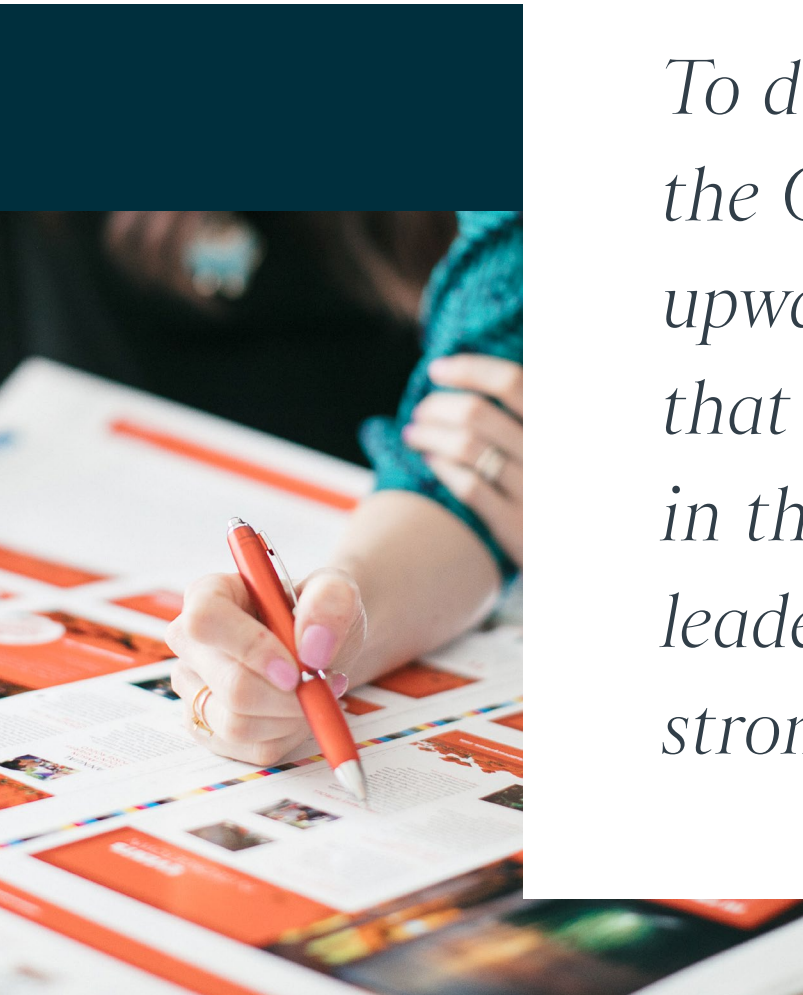
- Education
- Community tour
- Qualitative research
- Quantitative research
- Findings & recommendations

PHASE II: BRAND IDENTITY DEVELOPMENT & BUILD-OUT

(10-12 weeks)

- Creative concepting
- Tagline creation
- Design of primary city logo
- Design of secondary logo for use by city entities
- City business system
- Brand standards guide

Project objective



To develop a new brand experience for the City of Villa Rica that connects the upwardly-mobile target market in a way that reflects the community's investment in the future and visually expresses the leadership's commitment to developing a strong, innovative destination.

Phase I

RESEARCH & IMMERSION

1. Education (Pre-visit)
 - Digital immersion (internal purposes only)
 - Creative brief development (to be completed after research phase)
2. Foundational Research & Immersion
 - Two (2) hour virtual discovery session with key individuals responsible for driving branding initiative
3. Qualitative Research
 - Four (4) focus groups potentially with:
 - Community members who live in Villa Rica
 - Community members who work in Villa Rica, but don't live in the city
 - Community members who live in unincorporated Villa Rica
 - Engaged community members (business owners, leaders, etc)
 - Client to select participants. Max of ten (10) people each
 - Community tour
 - Includes travel for two (2) R&R team members for one (1) day
4. Quantitative Research
 - Development of one (1) five (5) question survey to be included in an upcoming water bill
5. Account Management
 - Weekly calls/check-ins
6. Research Findings & Recommendations
 - Review of digital/brand audit, focus groups and water bill survey
 - Creation of overarching SWOT analysis
 - Finalized PDF deck provided to client
 - Establishment of themes/concepts/audiences

Phase II

BRAND IDENTITY DEVELOPMENT AND BUILD OUT

1. Tagline
 - Creative conceiving
 - Presentation of three-five (3-5) tagline options based upon research
 - Three (3) rounds of revisions (Max of three (3) additional taglines per round)
 - Account management
 - Integration of tagline into selected logo
2. Primary Logo Design
 - Creative conceiving
 - Initial design & presentation (via Zoom) of three (3) logo directions
 - Initial presentation to include mood boards featuring logo designs in potential application*
 - Three (3) rounds of revisions to chosen direction
 - Layout of secondary/alternate logo lockups
 - Creation of a one-page usage guide to include color palette, fonts & logo usage
 - Account management
 - Final delivery of a one-page usage guide & a full logo library for the selected logo including full color, one color, black & white & reversed versions in digital & print ready formats for future use
3. Secondary Logo Template for six (6) City Entities (Police, Recreation, Planning and Zoning, Visit, Mainstreet and Downtown Development)
 - Creative conceiving
 - Initial design & presentation of two (2) logo directions to family with the primary city mark
 - Two (2) rounds of revisions to chosen direction
 - Final files for up to six (6) entities
 - Account management
 - Final delivery of logo library including full color, one color, black & white, & reversed versions in digital & print- ready formats

**Mood board designs are for reference only and do not include final design build out.*

Phase II

BRAND IDENTITY DEVELOPMENT AND BUILD OUT

4. Business System

- Creative conceiving
- Presentation (Via video conference) of two (2) business system design directions to complement approved logo. Initial design to include:
 - Business card (One template)
 - Stationery (Letterhead & #10 envelope. Print & Word version for internal printing)
 - PowerPoint Template (Up to 8 slides)
 - Notecard and envelope
- Two (2) rounds of revisions to chosen direction
- The following additional designs to be built out based on selected directions:
 - Mailchimp eblast template (One template)
 - Vehicle door decal (One template)
 - Social media assets (One profile image for Instagram, one profile image and cover photo for Facebook)
- Account Management
- Final delivery of one (1) business card template, one (1) #10 envelope, one (1) letterhead template (print and word versions), one (1) PowerPoint Template, one (1) notecard and complementary envelope, one (1) Mailchimp eblast template, one (1) vehicle door decal, one (1) Instagram profile image, one (1) Facebook profile image and one (1) Facebook cover photo

5. Comprehensive Brand Standards Guide

- Page content to potentially include:
 - Brand overview
 - Tagline
 - Primary logo & alternate logo usage
 - Secondary City Entity logo & alternate usage
 - Design elements
 - Fonts/Typography
 - Primary & secondary color palettes
 - City Business system
- Two (2) rounds of revisions
- Final delivery of print-ready & digital files for brand standards guide

Cost Proposal

PHASE I - \$12,000

Research & Immersion - \$12,000

PHASE II: BRAND IDENTITY - \$47,750

Tagline: \$5,075

Primary City Logo: \$10,150

Secondary City Entity Template (6 entities included): \$11,500

City Business System: \$14,500

Brand Standards Guide: \$6,525

Total Cost - \$59,750

**Cost proposal is valid for 60 days from submission date. Hourly rate is \$145. Projects are billed monthly with 25% initial deposit.*



ADDITIONAL DETAILS

References

DISCOVER MONROE-WEST MONROE

West Monroe, Louisiana

R&R was hired in 2019 to develop a comprehensive organizational rebrand thru in-depth focus groups, discovery sessions and digital immersion. With strategic research in place, a modernized message and brand unified two cities and increased positive perceptions of the area.

Sheila Snow, VP of Communications
ssnow@monroe-westmonroe.org | 318-387-5691

SEE CLAYTON COUNTY

Jonesboro, Georgia

Looking to reposition their brand, Clayton County sought out R&R in 2019 to refresh their identity in order to enhance the county's attraction as a destination, generate greater awareness, capitalize on existing community pride and tell their story. A new logo and tagline provided the tools needed to share the modern and authentic version of the area without abandoning its storied past.

Beth Bailey, Director of Sales & Promotions
beth@ccfilmtourism.com | 678-610-4072

HENRY COUNTY CONVENTION & VISITORS BUREAU

Henry County, Georgia

In 2019 R&R was hired to refresh the Henry County CVB brand experience from messaging to visual expression. The goal was to better convey the overall personality of the county in order to anticipate the needs of their target market so that it was seen as a more attractive destination for overnight visitors to explore. A new logo, tagline, messaging system, business system, ad campaign, visitors guide and website were created through the process. The new brand launched at the start of the pandemic in 2020 and they have aided in the County's ability to maintain relevancy and engagement.

Laura Luker, Director of Tourism
lluker@visithenrycountygeorgia.com | 770-692-7954



Client Roster

CITY & TOURISM

- Awesome Alpharetta
- City of Conyers
- City of Round Rock
- Clayton County Tourism & Film
- Discover Dunwoody
- Eatonton-Putnam County Chamber of Commerce
- Explore Newnan-Coweta
- Georgetown, Texas CVB
- Georgia Association of CVBs
- Gilmer County CVB
- Henry County CVB
- Monroe-West Monroe CVB
- Port Arthur CVB
- Round Rock Chamber
- Round Rock Public Library
- St. Tammany Parish Tourist and Convention Commission
- Visit Bay City
- Visit Dublin
- Visit Gainesville
- Visit Lake Oconee
- Visit Sandy Springs

NATIONAL NON-PROFITS

- Alpha Chi Omega
- Alpha Delta Pi Sorority
- Alpha Omicron Pi Fraternity
- Alpha Phi Foundation
- Alpha Sigma Alpha Sorority
- Annandale Village
- Chi Phi Educational Trust
- Children's Oncology Camping Association
- Delta Gamma Foundation
- Delta Tau Delta Educational Foundation
- Financial Planning Association
- Gamma Phi Beta Sorority
- Kappa Kappa Gamma Fraternity
- Pi Kappa Alpha Fraternity
- Reeds of Hope
- Schusterman Foundation
- Sigma Phi Epsilon Fraternity
- Sigma Pi Fraternity
- Sigma Tau Gamma Fraternity
- Tri Delta
- Zeta Beta Tau Fraternity
- Zeta Psi Fraternity

COOL COMPANIES

- CONA - Coke One North America
- Core Property Capital
- Golin Global
- HistoryIT
- Holcombe Financial
- Jewel Branding & Licensing
- Lalani Ventures
- SoftWright
- TheraSolv
- WinnCompanies
- WithersRavenel

THANK YOU!

Questions? Contact Us.

SCARLETT ROSIER

(407) 921-9090

SCARLETT@RHYMEANDREASONDESIGN.COM

PO BOX 8671, ATLANTA, GA 31106

www.rhymeandreasondesign.com

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Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: To Engage Singlepoint to Assist with Land Acquisition

AGENDA DATE: December 13, 0222

DATE PREPARED: December 02, 2022

PREPARED BY: Tom Barber

AMOUNT: \$3,500 per parcel

GL ACCOUNT #:

FUNDING SOURCE: TBD

BUDGETED ITEM? No

PURPOSE: To engage Singlepoint to assist with land acquisition for the Mirror Lake Connector.

BACKGROUND: The City plans to extend N. Carroll Road, requiring the acquisition of Right-of-Way. Singlepoint has submitted an engagement letter for our consideration.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: Approval will enable us to begin the process of ROW acquisition for the Mirror Lake Connector.

MOTION: I move to authorize the Mayor to engage Singlepoint to assist with the acquisition of Right-of-Way for the Mirror Lake Connector.

CONSULTING SERVICES AGREEMENT (Engagement Letter)

1. The Parties. This Consulting Services Agreement ("Agreement") is made effective as of November 17, 2022, by and between:

Consultant: SinglePoint Services with a street address of 1620 South Broad Street, Suite B, City of Monroe, State of Georgia, ("Consultant")

AND

Client: City of Villa Rica with a street address of 571 Bankhead Highway, City of Villa Rica, State of Georgia ("Client").

2. Services. Consultant agrees to provide the following services: Research, Document Preparation, Land Survey, Landowner Coordination and Negotiations, Easement / Land Acquisition, Fee Acquisition, Acquisition Recording, and others as required. ("Services").

3. Term. The Services shall commence on November 17, 2022, and end upon completion of the Services performed, or either party may terminate this Agreement with 5 days' notice.

4. Compensation. In consideration for the Services provided, the Consultant is to be paid based on the hourly rates provided as an attachment hereto. Acquisition costs are invoiced at time and materials and based on the Consultant's current rates. For budget purposes, a not to exceed without prior amount of \$3,500 is to be established per acquisition. The amount will not be exceeded without prior approval. The estimated amount does not include Appraisals, Certificates of Title, or services during condemnation.

5. Contingency. As part of the Consultant's Services, it may be required to use sub-consultant services for Legal Document Preparation, Appraisals, Certified Title, etc. These services would be billed along with services provided by the Consultant at cost plus 10%.

6. Payment. Consultant will submit monthly invoices to the Client and shall be paid, in accordance with section IV on a monthly basis at net 30.

7. Retainer. No retainer is required.

8. Expenses. The Consultant will include any expenses incurred in performing the Services on the monthly invoicing. Expenses, such as mileage will be at the current IRS standard rates and expenses such as parking, copies, recordings, etc. will be included on the invoice at cost.

9. Termination Clause. The Consultant and Client may Terminate this Agreement at any time with 5 days' notice.

10. Return of Records. Upon termination of this Agreement, the Consultant shall deliver all records, notes, and data of any nature that are in the Consultant's possession or under the Consultant's control and that are of the Client's property or relate to Client's business.

11. Disputes. If any dispute arises under this Agreement, the Consultant and the Client shall negotiate in good faith to settle such dispute. If the parties cannot resolve such dispute themselves, then either party may submit the dispute to mediation by a mediator approved by

both parties. The jurisdiction for any dispute shall be administered in Carroll County, State of Georgia.

12. Liability Insurance. Consultant agrees to provide a COI naming client as additionally insured.

13. Legal Notice. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in-person or deposited in the United States Postal Service via Certified Mail with return receipt. If different from the mailing address in section I, address as follows:

Client's Address: 571 West Bankhead Highway, Villa Rica, GA 30180

Consultant's Address: 1620 South Broad Street, Suite B, Monroe, GA 30655

14. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. Independent Contractor Status. The Consultant, under the code of the Internal Revenue (IRS), is an independent contractor and neither the Consultant's employees or contract personnel are, or shall be deemed, the Client's employees. In its capacity as an independent contractor, the Consultant agrees and represents:

- a.) Consultant has the right to perform Services for others during the term of this Agreement.
- b.) Consultant has the sole right to control and direct the means, manner, and method by which the Services required under this Agreement will be performed.
- c.) Consultant has the right to hire assistant(s) as subcontractors or to use employees to provide the Services under this Agreement.
- d.) The Services required by this Agreement shall be performed by the Consultant, Consultant's employees, or personnel, and / or approved sub-consultants.

16. State and Federal Licenses. The Consultant represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

17. Employees' Compensation. The Consultant shall be solely responsible for the following:

- a.) Employee Benefits. The Consultant understands and agrees that they are solely responsible and shall be liable to all benefits that are provided to their employees including, but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.
- b.) Unemployment Compensation. The Consultant shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Consultant shall not be entitled to unemployment compensation with the Services performed under this Agreement.
- c.) Workers' Compensation. The Consultant shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Consultant hires employees to perform any work under this Agreement, the Consultant agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, the Consultant must provide certificates proving workers' compensation insurance at any time during the performance of the Services.

18. Indemnification. Consultant shall release, defend, indemnify, and hold harmless Client and its officers, agents, and employees from all suits, actions, or claims of any character, name, or description including reasonable attorney fees, brought on account of any injuries or damage, or loss (real or alleged) received or sustained by any person, persons, or property, arising out of services provided under this Agreement or Consultant's failure to perform or comply with any requirements of this Agreement including, but not limited to any claims for personal injury, property damage, or infringement of copyright, patent, or other proprietary rights.

19. Confidentiality & Proprietary Information. The Consultant acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Consultant in order for the Consultant to perform their duties under this Agreement. The Consultant acknowledges that disclosure to a third (3rd) party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Consultant will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform the Services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to:

- a.) The written, printed, graphic, or electronically recorded materials furnished by Client for Consultant to use.
- b.) Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of, business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information; and
- c.) Information belonging to customers and suppliers of the Client about whom the Consultant gained knowledge as a result of the Services to the Client.

Upon termination of the Consultant's Services to the Client, or at the Client's request, the Consultant shall deliver all materials to the Client in the Consultant's possession relating to the Client's business.

20. Assignment and Delegation. The Consultant may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Consultant recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Consultant shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with this section. If any such information is shared by the Subcontractor to third (3rd) parties, the Consultant shall be made liable.

21. Governing Law. This Agreement shall be governed under the laws in the State of Georgia.

22. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

23. Additional Terms and Conditions. _____.

24. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Consultant. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

Consultant's Signature _____ **Date** _____

Print Name _____

Title _____

Client's Signature _____ **Date** _____

Title _____

Service Rates - 2022

Project Manager	\$90.00
R/W Coordinator	\$80.00
SR R/W Agent	\$65.00
R/W Agent	\$55.00
SR Document Specialist	\$55.00
Document Specialist	\$45.00
Project Coordinator	\$80.00
Professional Engineer	\$160.00
RLS / Survey Coordinator	\$140.00
Survey Technician	\$95.00
Three Man Survey Crew	\$175.00
Two Man Survey Crew	\$135.00
Survey Crew Member	\$40.00
Senior CADD Operator	\$70.00



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Carroll County FEMA Support Letter

AGENDA DATE: December 13, 0222

DATE PREPARED: December 02, 2022

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To authorize the City Manager to produce a letter of support for a grant application from Carroll County's EMA Director.

BACKGROUND: Carroll County is applying for a grant from FEMA to fund the cost of updating the county's Multi-Jurisdictional Hazard Mitigation Plan. The county and the city need to participate in this plan update in order to be eligible for Federal money for mitigation-related projects.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: Failure to participate in the plan would jeopardize our ability to receive Federal funding for hazard mitigation projects.

MOTION: I move to authorize the City Manager to produce a letter from the city in support of Carroll County's grant application for their hazard mitigation plan update.



City of Villa Rica

Mayor Gil McDougal • Shirley Marchman • Leslie McPherson • Danny Carter • Matthew Momtahan • Anna McCoy

December 14, 2022

Tim Padgett
Emergency Management Director
Carroll County Emergency Management Agency
896 Newnan Rd.
Carrollton, Georgia 30117

Dear Mr. Padgett:

It is our understanding that Carroll County has applied for a grant from the Federal Emergency Management Agency through the Georgia Emergency Management and Homeland Security Agency to fund the cost of updating the county's Multi-Jurisdictional Hazard Mitigation Plan. We recognize that participation in this plan update process and adoption of this multi-jurisdictional plan is important, not only to the Carroll County, but to the City of Villa Rica as well, in order to be eligible to future Federal money for mitigation related projects. We also understand that there is a local match requirement which can be met in part by participation of our staff in the plan update process.

It is our intention to participate fully with the county in this process, providing input into the plan update, providing available staff resources to assist with the local match requirement and adopting the plan in order for the City of Villa Rica to remain eligible for mitigation funding. We look forward to hearing from you on this process soon. If you have any questions, please contact Tom Barber at (678) 840-1211.

Sincerely,

Tom Barber
City Manager