

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

City of Villa Rica



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

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

MAYOR & COUNCIL MEETING AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
January 10, 2023 | 6:00 PM

Meeting Call to Order (Mayor Gil McDougal)

Invocation Tracy Jarvis, Community Development Director

Pledge of Allegiance Officer Spencer Crawford

Ceremonial Presentations (Mayor & Council)

- Swearing in of Judge Keith Rollins
- Recognition of Mark Hannah for Ten Years of Service with Solid Waste
- Recognition of Ashley Swann for Ten Years of Service with Customer Service
- Recognition of Spencer Crawford for Ten Years Service with Police Department
- Recognition of Matthew Weingarten for Five Years of Service with Police Department

Adoption of the Agenda (Mayor Gil McDougal)

Council Updates (Subjects of General Interest and Concern)

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

Consent Agenda (Mayor Gil McDougal)

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

1. Approval of VHB (Vanassee Hangen Brustlin, Inc.) to conduct the Long Term Water Quality Monitoring and Bio Habitat Monitoring as mandated by the Georgia Environmental Protection Division in the amount of \$28,676.00.
2. Approval of Lois Gerstenberger to be appointed to serve as the Solicitor for the Municipal Court during calendar year 2023.
3. Approval of the ordinance amending the Villa Rica Hotel/Motel Tax Ordinance.
4. Approval of the \$75,000.00 annual pledge payment to Carroll Tomorrow.
5. Establishment of qualifying fees for municipal elections to be held in 2023 as follows: Mayor - \$342; and Councilmembers - \$270.
6. Approval of the appointment of Doug Lang to the Planning and Zoning Commission for the term of 01/01/2023 to 12/31/2024.

7. Approval of the appointment of Nancy Mims to the Planning and Zoning Commission for the term of 01/01/2023 - 12/31/2024.
8. Re-appointment of Carolene Cox to a two-year staggered term 01/01/2023 - 12/31/2024.
9. Re-appointment of Ronda McCullors to a two-year staggered term 01/01/2023 - 12/31/2024.
10. Approval of the conversion of the part-time IT Technician position to a full-time IT Technician position, effective immediately.
11. Approval of the implementation of Armis Vulnerability Management Solution for an amount of \$46,132.00.
12. Approval of the upgrade and replacement of our backup solution with ThinkGard for an amount of \$37,405.40.
13. Adoption of the Resolution of Support for the 2023 RAISE Grant Program Application and 20% Match Commitment for the Villa Rica Transportation Reunification Program – Punkintown Road Upgrades and Realignment.
14. Authorization for the Mayor to approve the attached master services agreement with Lowe Engineers to provide transportation engineering services.
15. Authorize the Mayor to approve Work Order 22.12.05 with Lowe Engineers to provide design services for intersection improvements at Shoreline Parkway and Punkintown Road for an amount not to exceed \$54,635.

A. Governing Body (Mayor Gil McDougal)

1. Selection of Mayor Pro Tem
2. Mayoral Appointments of 2023 Standing Committees (Mayor Gil McDougal)
3. Approval of November 8, 2022 City Council Meeting Minutes
4. Approval of December 13, 2022 City Council Meeting Minutes
5. Approval of December 20, 2022 Special Called City Meeting Minutes
6. First Reading of Ordinance to Redistrict Council Wards (C. David Mecklin, City Attorney)

B. Community Development (Tracy Jarvis, Director)

1. Commerce Drive LLC dba Chevron Food Mart Application to Offer Retail Sales of Packaged Beer, Malt Beverages and Wine and Public Hearing (Nyree Simpson, Licensing Specialist)
2. Two Appointments to the Historic Preservation Commission (Ronald Johnson, Planning and Zoning Administrator)

C. Parks, Recreation & Leisure Services (Tracie Ivey, Director)

1. Appointment to Recreation Advisory Commission

D. Finance (Jennifer Hallman, Finance Director)

1. Financial Update: November 2022

City Manager's Report (Tom Barber)

Adjournment (Mayor Gil McDougal)



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: EPD Mandated Long Term Water Quality Monitoring
AGENDA DATE: 1/10/2023

DATE PREPARED: 12/9/2022
PREPARED BY: Jameson Green

AMOUNT: \$28,676
GL ACCOUNT #: 560-4320-523850
FUNDING SOURCE: Contract Labor
BUDGETED ITEM? YES

PURPOSE: To meet the requirements of Georgia Water Quality Control Act also called the “Clean Water Act” and to stay complaint with the city’s NPDES Wastewater Discharge Permit for the West Water Pollution Control Plant (WPCP), NPDES Permit Number GA0027162.

BACKGROUND: The City of Villa Rica began implementation of its Watershed Protection Plan in May 2011. Prior to this date, the City had been operating under a Long-Term Monitoring Plan put in place in June 2007. Based on the results of the 2001 Carroll County Watershed Assessment, the Long-Term Monitoring Plan of 2007 replaced an informal long-term monitoring arrangement carried out between 2002 and 2007 that was designed to preserve the integrity of the 2001 Assessment. This arrangement included the measurement and reporting of typical water quality parameters from field and laboratory work and transitioned into the 2007 Long Term Monitoring Plan with little or no modification.

As mandated by the State of Georgia Environmental Protection Division, the City must conduct water quality monitoring at the current six (6) study locations approved in the Watershed Protection Plan for 2023. In addition, bacteriological monitoring (fecal coliform and E. coli) will be monitored during two (2) periods (May – October). During each sampling period, a total of four (4) grab samples will be collected on a regular schedule within a 30-day period. A report will be provided that describes the methods used, results, and discussion of results and potential problem areas, and EPD spreadsheets will be completed and submitted for sampling efforts.

STAFF RECOMMENDATION: In order to determine the long-term trends, comparisons of data over time (multiple years/samples) must be made to ensure accuracy and validity, “like” data must have same personnel. These factors should be considered when viewing these trend data. Therefore, it is important to use VHB (Vanasse Hangen Brustlin, Inc.) to continue with the water quality monitoring as mandated by the Georgia Environmental Protection Division. We have used CCR Environmental/VHB (Vanasse Hangen Brustlin, Inc.) for the past 6 years.

IMPACT: To protect resources and maintain and/or improve water quality in local streams and rivers within the City of Villa Rica and to meet the requirements of the West Wastewater Plant NPDES Permit Number GA0027162.

MOTION: I move to approve VHB (Vanasse Hangen Brustlin, Inc.) to conduct the Long Term Water Quality Monitoring and Bio Habitat Monitoring as mandated by the Georgia Environmental Protection Division in the amount of \$28,676.00



Phone: 404.214.6745
www.vhb.com

Engineers | Scientists | Planners | Designers

Vanasse Hangen Brustlin, Inc.
1355 Peachtree St, NE
Suite 100
Atlanta, Georgia 30309

Client Authorization

☒ **New Contract** **Date** 12/1/22
☐ **Amendment No.** **Project No.** 87563.22

Project Name **Long-Term Watershed Monitoring
Villa Rica, GA**

To:	Jameson B. Green City of Villa Rica 571 Bankhead Hwy Villa Rica, GA 30180	Cost Estimate	<u>Amendment</u>	<u>Contract Total</u>
	Email: jgreen@villarica.gov	Water Quality Monitoring (Lump Sum)		\$15,461
		Bio & Habitat Monitoring (Lump Sum)		\$10,883
		Annual WPP Report		\$2,332

As Requested By: Chris Crow

☒ Fixed Fee ☐ Time & Expenses
☐ Cost + Fixed Fee ☐ Other

Pursuant to the original agreement, Vanasse Hangen Brustlin, Inc. (VHB) provides this amendment for the additional services as outlined below. The services will be accomplished in accordance with the conditions of the original agreement. The additional scope of work is described below.

SCOPE OF SERVICES

Water Quality Monitoring

Water quality monitoring will be conducted at the current six (6) study locations in 2023. Sampling will be performed for three dry events and one wet event. Two of the dry events and the wet event will be collected from May through October, and the third dry event will be collected from November through April. A dry event is one with no rainfall for 72 hours prior to sampling. A wet event will be defined as > 0.2 inches of rainfall over previous 24 hours with dry conditions (no rainfall) for 72 hours prior. Rainfall information will be tracked (real-time) using the USGS website (<http://water.usgs.gov/realtime.html>) for nearby sites. Stream flow will be measured directly during the sampling events at each site, whenever possible.

Single, discreet grab samples will be collected for both the dry and wet events. Whenever possible, the wet sample will be collected on the rising limb of the hydrograph whenever possible.

Samples from study sites will be analyzed in the laboratory (GEPD-approved) for the following parameters: COD, BOD₅, TSS, hardness, alkalinity, total phosphorus and orthophosphate, TKN, ammonia, nitrate-nitrite. The wet sample also will include analyses for dissolved metals (Pb, Cu, Zn, and Cd). The laboratory will be responsible for filtering the samples for dissolved metals. "Clean metals" techniques will be used during the metals sampling. In addition to laboratory analyses, the following *in situ* parameters will be measured during sample collection: air and water temperature, dissolved oxygen (DO), % DO, salinity, pH, turbidity, and specific conductance.

In addition to the aforementioned parameters, bacteriological monitoring (fecal coliform and *E. coli*) also will be monitored during two periods (May – October). During each sampling period, a total of four grab samples will be collected on a regular schedule (regardless of weather) within a 30-day period. No sample will be collected within 24 hours of another sample. No flow measurements will be made during bacteriological monitoring.

A report will be provided that describes the methods used, results, and discussion of results and potential problem areas, and EPD spreadsheets will be completed and submitted for sampling efforts.

Biological and Habitat Monitoring

Biological monitoring will be performed at four (4) study sites. The macroinvertebrate and habitat assessments will be conducted at the four sites under the GEPD's current SOP *Macroinvertebrate Biological Assessment of Wadeable Streams in Georgia* dated March 2007. The fish assessment will be performed at the four sites under the GDNR's Wildlife Resources Division current protocols for fish sampling, *Part I: Standard Operating Procedures for Conducting Biomonitoring on Fish Communities in Wadeable Streams in Georgia* (GDNR, 2020).

Biological sampling for fish will occur from April through October, and macroinvertebrate sampling will occur from October through February, as per the state protocols. Macroinvertebrate sampling and habitat assessments will be performed by a 2-person crew, and fish sampling will be conducted by a 3-person crew. Benthic macroinvertebrates will be collected via dip netting, and fish will be sampled by electrofishing (backpack or tow boat). Macroinvertebrate samples will be preserved and analyzed in the laboratory; whereas, the fish will be primarily processed (enumerated and identified) in the field and returned to the collection area of the stream. Some voucher fish specimens may be preserved and taken to the laboratory for identification.

Prior to biological surveys, water quality will be assessed via *in situ* measurements of the following parameters: air and water temperature, dissolved oxygen (DO), % DO, salinity, pH, turbidity, and specific conductance. During macroinvertebrate monitoring efforts, the following water chemistry parameters will be sampled: TSS, hardness, alkalinity, total phosphorus and orthophosphate, TKN, ammonia, nitrate-nitrite, and dissolved metals (Pb, Cu, Zn, and Cd). The laboratory will be responsible for filtering the metal's samples. The final water chemistry dry event described above likely will be completed during the macroinvertebrate monitoring effort.

No reference site is required for biological monitoring because reference data are incorporated in the scoring criteria and/or the state will supply ecoregion reference data to use for comparative purposes.

A report describing the sampling methodology and results will be prepared, including a discussion of impairment/impacted areas.

Annual Watershed Protection Plan Progress Report

VHB will prepare the *Annual Watershed Protection Plan Progress Report* for 2023 to be submitted to the EPD by June 30, 2024. The *Annual Report* will include the Annual Certification of WPP Implementation Statement, Water Quality

and Biology Monitoring Results, Long-Term Monitoring Trends, a Summary of Best Management Activities, and proposed revisions to the Watershed Protection Plan or recommendations. VHB will prepare the entire document, submit to the City of Villa Rica for review and signature, and submit to the EPD by the due date. The City will provide VHB with the previously collected water quality and biological data for the Long-Term Monitoring Trends analyses and with any BMP information.

ASSUMPTIONS

It is understood that VHB will perform services under the sole direction of the Client. In the performance of these services, VHB will communicate its efforts with those of other project team members as required.

SCHEDULE

VHB will begin performance of the above services on the date written authorization to proceed is received.

COMPENSATION

VHB will perform the Scope of Services contained in this Agreement on a lump sum basis per task. VHB will bill according to terms set herein and reserves the right to adjust budgeted amount(s) from task to task as may be required.

Task	Lump Sum Fee
Water Quality Monitoring	\$15,461
Bio & Habitat Monitoring	\$10,883
Annual Report	\$2,332
TOTAL	\$28,676

Prepared By: ge/cwc

Department Approval: fp

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

☒ Subject to attached terms & conditions.

☐ Subject to terms & conditions in our original agreement dated

Vanasse Hangen Brustlin, Inc. Authorization

Client Authorization (*Please sign original and return*)

By FAP

By _____

Fabricio Ponce
Title Managing Director-Atlanta

Title _____

Date _____

Date _____

GEORGIA ONLY

STANDARD TERMS AND CONDITIONS. The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

SCOPE OF SERVICES. VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

PERFORMANCE STANDARDS. VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

SCHEDULE. VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

PAYMENT. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF \$[] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any

payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

OWNERSHIP OF WORK PRODUCT. All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in

writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license may be revoked for any failure of Client to perform under this Agreement.

CERTIFICATIONS. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

INSURANCE. VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

INDEMNITY. Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE

SAFETY. VHB will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

ALLOCATION OF RISK. In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

DISPUTE RESOLUTION. All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

LEGAL SUPPORT. To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to

appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent acts, errors or omissions, Client shall compensate VHB for all costs incurred by VHB, including reasonable attorneys' fees.

DESCRIPTIVE HEADINGS AND COUNTERPARTS. The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

EXCLUSIVE REMEDIES. In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In

addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee, representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

SEVERABILITY. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

TAXES. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

PROJECT SPECIFIC PROVISIONS. To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

AMERICANS WITH DISABILITIES ACT (ADA). Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

CLIMATE CHANGE/FLOOD ANALYSIS. Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.

CONSTRUCTION PHASE SERVICES

SITE VISITS. VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

SHOP DRAWINGS. VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

GEOTECHNICAL SERVICES. Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

TANK INSPECTION. Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

LSP SERVICES – PROJECTS LOCATED IN MASSACHUSETTS. In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations

promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.

Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Appointment of Solicitor

AGENDA DATE: January 10, 2023

DATE PREPARED: December 29, 2022

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

AMOUNT: N/A
GL ACCOUNT #: N/A
FUNDING SOURCE: N/A
BUDGETED ITEM? N/A

PURPOSE: The City of Villa Rica is required to have a Solicitor to serve as the prosecutor in our Municipal Court. The appointment for this position is usually a one-year appointment beginning on January 1 and continuing through December 31 of the year. Based on the recommendation of the Judge and the Police Department, it has been recommended that Lois Gerstenberger be appointed as the Solicitor for the Municipal Court during calendar year 2023. Ms. Gerstenberger has served as Solicitor for the City of Douglasville Municipal Court for a number of years and has filled in as Solicitor in the City of Villa Rica Municipal when requested. This agreement is the same agreement we have had in place for several years.

STAFF RECOMMENDATION: Staff recommends that Lois Gerstenberger be appointed as Solicitor for the Municipal Court for calendar year 2023.

MOTION: I move that Lois Gerstenberger be appointed to serve as the Solicitor for the Municipal Court during calendar year 2023 and that the attached contract be approved for the Mayor's execution.

PROFESSIONAL SERVICES 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 LOIS GERSTENBERGER (hereinafter referred to as "Solicitor" or "Gerstenberger").

WITNESSETH:

WHEREAS, the City has selected LOIS GERSTENBERGER to serve as the Solicitor for the Municipal Court for the City of Villa Rica, as provided by Georgia law, the City Charter, and the City Code of Ordinances; and

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

WHEREAS, the Solicitor desires to accept the position as Solicitor 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 Gerstenberger to serve as the Solicitor of the City pursuant to Georgia law and the Villa Rica City Code of Ordinances 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 Solicitor. The Solicitor shall perform duties as may be requested or dictated by the Judge of the Villa Rica Municipal Court.

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

(c) The Solicitor shall also serve as the primary prosecuting officer of the Villa Rica Municipal Court.

2. Term.

The parties acknowledge that this appointment is an at will appointment for a period of one (1) year pursuant to Georgia law beginning on January 1, 2023. The term of the Agreement may be extended on a year-to-year basis upon mutual agreement of the parties or may be terminated by either party at any time.

3. Compensation.

(a) The City agrees to pay the Solicitor for services rendered pursuant hereto the sum of \$100 per hour. The Solicitor acknowledges that he serves as an independent contractor and is not an employee of the City.

(b) The City agrees to pay for all reasonable expenses incurred by the Solicitor in order to comply with the training requirements imposed by Georgia law. If the Solicitor is employed by another municipality in a similar position the Solicitor will apportion the expenses among municipalities on a fair basis.

4. The Solicitor 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 right 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 January, 2023.

CITY OF VILLA RICA, GEORGIA

Gil McDougal, Mayor

LOIS GERSTENBERGER, Solicitor



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Revision of Hotel/Motel Sales Tax Ordinance

AGENDA DATE: January 10, 2023

DATE PREPARED: December 28, 2022

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

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: The City of Villa Rica currently has a Hotel/Motel Tax Ordinance which imposes a statutory tax upon hotel and motel rentals within the City of Villa Rica. The State of Georgia has authorized municipalities in Georgia to extend the current hotel/motel taxes to entities which provide lodging outside the traditional hotel/motel context. Those statutory changes were designed to allow municipalities to begin collecting from entities such as VRBO and Airbnb. The Georgia Municipal Association has provided all municipalities with model ordinance to adopt to incorporate those statutory changes into their existing city ordinances. This proposed revision is based off of the Georgia Municipal Association model ordinance.

STAFF RECOMMENDATION: Staff recommends that the Council approve the amendment to the existing Hotel/Motel Tax Ordinance as attached hereto.

MOTION: I move to approve the ordinance amending the Villa Rica Hotel/Motel Tax Ordinance as attached hereto.

ORDINANCE NO. 23 -

AN ORDINANCE OF THE CITY OF VILLARICA LEVYING A HOTEL-MOTEL EXCISE TAX AND PROVIDING FOR THE ADMINISTRATION AND COLLECTION OF SUCH TAX

BE IT ORDAINED THAT:

Section 1. Definitions.

The following words, terms and phrases shall, for the purposes of this ordinance and except where the context clearly indicates a different meaning, be defined as follows:

City. The City of Villa Rica and, variously, the incorporated territory of (INSERT), wherein the city government is empowered to impose this tax by **OCGA** 48-13-50, et seq.

City Manager. The duly appointed City Manager or other official designated by the governing authority to administer the tax.

Due date. The twentieth (20th) day after the close of the period for which the tax is to be computed.

Folio. Primary documentation produced by a hotel that demonstrates interaction between the lodging provider and the occupant, and which, at a minimum, reflects the name and address given by the occupant, the date(s) of occupancy, the amount of rent charged for each date together with the amounts of applicable excise tax, and the method(s) of payment.

Guest room. Structural accommodations occupied, or intended, arranged, or designed for transient occupancy, by one (1) or more occupants for the purpose of living quarters or residential use.

Hotel. Any physical structure or any portion of such a facility, including any house, rooming house, Turkish bath, bachelor hotel, studio hotel, motel, motor hotel, auto or trailer court, truckstop, tourist cabin, campground, lodge, inn, time-share or other condominium, apartment, public club, or private club, containing guest accommodations and which is occupied, or is intended or designed for occupancy, by paying guests, whether rent is paid in money, goods, labor, or otherwise. It does not include any school dormitory, hospital, asylum, sanitarium, orphanage, jail, prison, or other facility in which human beings are housed and detained under legal restraint.

Lodging Provider.

(a) Any person operating a hotel in the city including, but not limited to, the owner or proprietor of such premises, lessee, sub-lessee, lender in possession, licensee or any other

person operating such hotel; and who is subject to the taxation imposed for furnishing for value to the public any rooms, lodgings, or accommodations.

(b) Any person as defined by **OCGA** Section 48-8-2(8)(M.3) who is subject to the taxation imposed for facilitating the furnishing for value to the public any rooms, lodgings or accommodations on behalf of another person.

Occupancy. The use or possession, or the right to the use or possession of any guest room in a hotel or the right to the use or possession of the furnishings or to the services and accommodations accompanying the use and possession of the guest room.

Occupant. Any person who, for a consideration, uses, possesses, or has the right to use or possess any guest room in a hotel under any lease, concession, permit, right of access, license to use or other agreement, or otherwise.

Permanent resident. Any occupant who, as of a given date, has or shall have occupied or has or shall have the right of occupancy of any guest room in a hotel for not less than thirty (30) continuous days next preceding such date.

Prescribed Period. The months and / or quarters of the calendar year as prescribed by the City Manager for return and remittance of the tax. A bifurcated scheme in the best interest of the city's administration shall be permissible provided that such is based upon the reasonable and equitable classification of lodging providers.

Person. Any individual, firm, partnership, joint adventure, association, social club, fraternal organization, joint stock company, corporation, cooperative, estate, trust, receiver, trustee, syndicate, or any other group or combination acting as a unit, the plural as well as the singular number; excepting a franchisor as defined by **OCGA** Section 48-13-50.4(i); and the United States and the State of Georgia and any instrumentality of either thereof upon which the city is without power to impose the tax.

Rent. The consideration received for occupancy valued in money, whether received in money or otherwise, including all receipts, cash, credits, and property or services of any kind or nature, and also the amount for which credit is allowed by the lodging provider to the occupant, without any deduction therefrom whatsoever.

Tax. The tax on occupants imposed by this ordinance, as provided for by **OCGA** 48-13-50, et seq.

Section 2. Tax rate.

There shall be paid for every occupancy of a guest room in a hotel in the city a tax at the rate of (EIGHT) percent (8%) of the amount of rent unless an exemption is provided under Section 4.

Section 3. Collection of tax by lodging provider.

Every lodging provider furnishing guest rooms in a hotel in the city shall collect a tax of (EIGHT) percent (8%) on the amount of rent from the occupant unless an exception is provided under Section 4. The lodging provider shall provide a receipt to each occupant, which receipt shall reflect both the amount of rent and the amounts of this and other tax applicable. This tax shall be due from the occupant, and shall be collected by the lodging provider at the same time that the rent is collected. The lodging provider shall be liable to the city for the full amount received or collected as tax, whether collected appropriately or inappropriately; and for any amount of tax that should have been collected, but was not.

- (a) Any person who receives or collects the tax or any consideration represented to be the tax from another person holds the amount so collected in trust for the benefit of the city and is liable to the city for the full amount collected, plus penalty and interest.
- (b) An individual who controls or supervises the collection of the tax from another person, or an individual who controls the accounting for or remittance of the tax, and who willfully fails to remit or cause to be remitted the tax is liable as a responsible individual for an amount equal to the tax not remitted or caused to be remitted, plus penalty and interest. The dissolution of a corporation, partnership or other business or fraternal association does not affect a responsible individual's liability under this sub-section. Furthermore, the liability imposed by this sub-section shall be in addition to any other penalty provided by law.

Section 4. Exceptions.

No tax shall be collected from an occupant after becoming a permanent resident; or from an occupant who certifies in writing that he is staying in such accommodations as a result of his residence having been rendered uninhabitable by fire or other casualty; or from the United States and the State of Georgia or any instrumentality of either thereof; or from any official or employee of the State, its units of local government or any other instrumentality of the State, when traveling on official business and presenting written substantiation thereof or paying by State or local government credit or debit card; or from a foreign sovereign enjoying exemption by treaty or consular convention, when presenting substantiation issued by the United States Department of State. Occupancy provided without charge in money or otherwise is not subject to this tax.

Section 5. Registration of lodging provider; form and contents; execution; certificate of authority.

Every person engaging or about to engage in business as a lodging provider in the city shall immediately register with the City Manager on a form provided by said official. Persons engaged in such business must so register not later than thirty (30) days after the date that this ordinance becomes effective. Such registration shall set forth the name under which such person transacts business or intends to transact business, the location of his place(s) of business and such other information which would facilitate the

administration of the tax as prescribed by the City Manager. The registration shall be signed by the owner if a natural person; in case of ownership by an association or partnership, by a member or partner; in case of ownership by a corporation, by an officer. The City Manager shall, after such registration and upon request of the lodging provider, issue without charge a certificate of authority to collect the tax from the occupant. A separate registration shall be required for each place of business of a lodging provider. Each certificate issued shall state the name and location of the business to which it is applicable.

Section 6. Determination generally; returns; payments.

(a) Due date of taxes. All amounts of such tax shall be due and payable to the City Manager on or before the twentieth (20th) day of the month next succeeding the respective prescribed period. The tax shall become delinquent for any prescribed period after the twentieth (20th) day of each succeeding month during which it remains unpaid.

(b) Penalty and interest for failure to pay tax by due date. A lodging provider who fails to make any return or to pay the amount of tax as prescribed, shall be assessed a specific penalty to be added to the tax in the amount of five percent (5%) or five dollars (\$5.00), whichever is greater, if the failure is for one (1) month or less; and an additional five percent (5%) or five dollars (\$5.00), whichever is greater, for each additional month or fraction thereof in which such failure shall continue; provided, however, that the aggregate penalty for any single violation shall not exceed twenty-five percent (25%) or twenty-five dollars (\$25.00), whichever is greater. Delinquent amounts shall bear interest monthly, or fraction thereof, until paid at the rate set forth in **OCGA** Section 48-2-40.

(c) Acceptance of delinquent return and remittance without imposing penalty and interest; authority; requirements. If the failure to make any return or to pay the amount of tax by the due date results from providential cause shown to the satisfaction of the governing authority of the city by affidavit attached to the return, and remittance is made within ten (10) days of the due date, such return may be accepted exclusive of penalty and interest.

(d) Waiving of penalty and interest; authority. **OCGA** Section 48-2-41, relating to the authority to waive interest, and Section 48-2-43, relating to the authority to waive penalty, shall apply; provided, however, that the governing authority shall stand in lieu of the Georgia Commissioner of Revenue, and the city shall stand in lieu of the State.

(e) Penalty for fraud. In the case of a false or fraudulent return, or of failure to file a return where willful intent exists to defraud the city of any tax due, a penalty of fifty percent (50%) shall be assessed.

(f) Return; remittance; time of filing; lodging providers required to file; contents. On or before the twentieth (20th) day of the month next succeeding the respective prescribed period, a return for such preceding period together with appropriate remittance shall be filed with the City Manager. The return shall report the gross rent, taxable rent, exempt

rent, amount of tax collected or otherwise due for the period, and such other information as may be required by the City Manager.

(g) Extension of time of filing; authority; requirements; remittance; penalty and interest. The governing authority of the city may, for good cause, extend the time for making returns for not longer than thirty (30) days. No extension shall be valid unless granted in writing upon written application of the lodging provider. Such grant may not be applicable for longer period than twelve (12) consecutive months. A lodging provider granted an extension shall remit tax equaling not less than one hundred percent (100%) of the tax paid for the corresponding period of the prior fiscal year; such remittance to be made on or before the date the tax would otherwise come due without the grant of extension. No penalty or interest shall be charged during the first ten (10) days of the extension period. Thereafter, interest shall be collected on the unpaid balance at the rate set forth in **OCGA** Section 48-2-40.

(h) Collection fee allowed lodging providers. Lodging providers collecting the tax shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting and paying the amount due, if the amount is not delinquent at the time of payment. The rate of the deduction shall be three percent (3%) of the amount due, but only if the amount due was not delinquent at the time of payment.

Section 7. Deficiency determinations.

(a) Re-computation of tax; authority to make; basis of re-computation. If the City Manager is not satisfied with the return or returns of the tax or the amount of the tax required to be paid to the city by any lodging provider, he may compute and determine the amount required to be paid upon the basis of any information within his possession or that may come into his possession. One (1) or more deficiency determinations may be made of the amount due for one (1) or more prescribed periods.

(b) Penalty and interest for failure to pay tax. Penalty and interest shall be assessed upon the amount of any determination, as provided by Section 6.

(c) Notice of determination; service of. The City Manager shall give to the lodging provider written notice of his determination. The notice may be served personally or by mail; if by mail, such service shall be addressed to the lodging provider at his address as it appears in the records of the city. Service by mail is complete when delivered by certified mail with a receipt signed by the addressee, or when made by statutory overnight delivery.

(d) Time within which notice of deficiency determination to be mailed. Except in cases of failure to make a return or of fraud, every notice of deficiency determination shall be mailed within three (3) years after the twentieth (20th) day of the month following the respective prescribed period for which the amount is proposed to be determined, or within three (3) years after the return is filed, whichever period should last expire.

(e) Appeal or protest of deficiency determination. The procedure for contesting a deficiency determination shall be as provided by **OCGA** Section 48-5-380.

Section 8. Determination if no return made.

(a) Estimate of gross receipts. If any lodging provider fails to make a return, the City Manager shall make an estimate of the amount of the gross receipts of the lodging provider, or as the case may be, of the amount of total rentals in the city which are subject to the tax. The estimate shall be made for the period or periods in respect to which the lodging provider failed to make the return and shall be based upon any information which is or may come into the possession of the City Manager. Written notice shall be given in the manner prescribed in Section 7(c).

(b) Penalty and interest for failure to pay tax. Penalty and interest shall be assessed upon the amount of any determination, as provided by Section 6.

Section 9. Collection of tax by city.

(a) Action for delinquent tax; time for. At any time within three (3) years after any tax or any amount of tax required to be collected becomes due and payable, and at any time within three (3) years after the delinquency of any tax or any amount of tax required to be collected, the City Manager may bring an action in a court of competent jurisdiction in the name of the city to collect the amount delinquent together with penalty, interest, court fees, filing fees, attorney's fees and other legal fees incident thereto.

(b) Lodging provider selling or quitting business. If any lodging provider liable for any amount under this ordinance sells out his business or quits his business, he shall make a final return and remittance within fifteen (15) days after the date of selling or quitting the business.

(c) Duty of successors or assigns of lodging provider to withhold tax from purchase money. If any lodging provider liable for any amount of tax, interest or penalty under this ordinance sells out his business or quits the business, his successors or assigns shall withhold sufficiently from the purchase price to cover such amount until the former owner produces from the City Manager either a receipt reflecting full payment or a certificate stating that no amount is due.

(d) Liability for failure to withhold. If the purchaser of a business fails to withhold from the purchase price as required, he shall be personally liable for the payment of the amount required to be withheld by him to the extent of the purchase price.

(e) Credit for tax, penalty or interest paid more than once or erroneously or illegally collected. Whenever the amount of any tax, penalty or interest has been paid more than once, or has been erroneously or illegally collected or received by the city, it may be refunded by the governing authority. If the lodging provider or person determines that he has overpaid or paid more than once, which fact has not been determined by the City

Manager, such person shall have three (3) years from the date of payment to file a claim in writing stating the specific ground upon which the claim is founded. The claimant may request a hearing before the governing authority at which the claim and any other information available will be considered. The governing authority shall approve or disapprove the claim, and notify the claimant of its action.

Section 10. Administration of ordinance; record keeping.

(a) Authority of City Manager. The City Manager shall administer and enforce the provisions of this ordinance for the collection of the tax.

(b) Records required from lodging providers, etc.; form. Every lodging provider shall preserve, for a minimum of three (3) years, all folios, receipts, certificates of exemption and such other documents as the City Manager may prescribe, and in such form as he may require. Said records shall be made available for examination within the city.

(c) Examination of records; audits. The City Manager or any person authorized in writing by him may examine the books, papers, records, financial reports, equipment and other facilities of any lodging provider liable for the tax, in order to verify the accuracy of any return made, or if no return is made by the lodging provider, to ascertain and determine the amount required to be paid. The examination shall be conducted at the place of lodging provision unless the City Manager shall stipulate another place within the city. However, such an examination respecting a person merely facilitating rental may be undertaken only upon the request of that person as provided for by **OCGA** Section 48-13-50.4(h).

(d) Authority to require reports; contents. In administration of the provisions of this ordinance, the City Manager may require the filing of reports by any person or class of persons having in their possession or custody information relating to the rental of guest rooms which are subject to the tax. The reports shall be filed with the City Manager when required by said official, and shall set forth the rental charged for each occupancy, the date(s) of occupancy, the basis for exemption, or such other information as the City Manager may prescribe.

Section 11. Violations.

Any lodging provider who fails, neglects or refuses to register for collecting the tax as provided by Section 5, or to collect the tax as provided by Section 3 shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than one hundred dollars (\$100.00), or confinement for a term not to exceed three (3) months, or both fine and confinement. Any lodging provider who fails or refuses to make any return as provided by Section 6, to keep adequate records or to open them for inspection by the city, or to furnish other data reasonably requested by the governing authority shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than one hundred dollars (\$100.00), or confinement for a term not to exceed three (3) months, or both. Any lodging provider who makes a false or fraudulent return with intent to evade the tax shall be deemed guilty of a misdemeanor

and, upon conviction thereof, shall be punished by a fine of not less than one hundred dollars (\$100.00), nor more than three hundred dollars (\$300.00), or confinement for a term not to exceed three (3) months, or both. Each and every day during any portion of which any violation is committed, continued or permitted, shall constitute a separate offense and shall be punished accordingly.

Section 12. Effective date.

This ordinance and the tax levied hereby shall become effective upon the first day of the second calendar month following its adoption.

PASSED AND ADOPTED THIS DAY OF , 2023.

Edition 0621



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approve Payment to Carroll Tomorrow
AGENDA DATE: 1-10-2023

DATE PREPARED: 12-30-2022
PREPARED BY: Sarah Andrews

AMOUNT: \$75,000
GL ACCOUNT #: 100-7520-572001
FUNDING SOURCE: General Fund Operating Budget
BUDGETED ITEM? Yes

PURPOSE: To approve the annual pledge payment to Carroll Tomorrow.

BACKGROUND:

In the FY 2023 budget, Council approved a \$75,000 pledge to support Carroll Tomorrow 5.0. Carroll Tomorrow has asked that the City commit to \$75,000 per year for five years.

STAFF RECOMMENDATION: Approval with the communication that future councils cannot be bound and that the \$75,000 payment amounts will need to be approved with each subsequent budget.

MOTION: I move to approve the annual pledge payment of \$75,000 to Carroll Tomorrow.



City of Villa Rica

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

January 10, 2023

Karen C. Handel
President/CEO
Carroll Tomorrow/Carroll County Chamber of Commerce
200 Northside Drive
Carrollton, GA 30117

Dear Mrs. Handel:

To confirm, the City of Villa Rica will be a sponsor of Carroll Tomorrow 5.0 with an annual contribution of \$75,000.00 over the next 5 years for a total of \$375,000.00. Please be advised that the Mayor cannot bind the City to these payments in future budgets and that the annual contribution requires annual budget approval.

Please let me know if you have any questions.

Thank you,

Tom Barber
City Manager

PLEDGE FORM



CARROLL
TOMORROW 5.0

STEP 1: DESIGNATE PLEDGE AMOUNT

YES, we support Carroll Tomorrow 5.0 and pledge the following:

Annual investment of \$ 75,000 for a period of 5 years, for a total investment of \$375,000.

NOTE: The investment requires annual approval.

STEP 2: LIST INVESTOR INFORMATION

Representing our organization for this investment will be:

Name/Title Gil McDougal, Mayor / Tom Barber, City Manager		
Business/Company Name as you wish it to appear on investor recognition lists City of Villa Rica		
Mailing Address 571 West Bankhead Hwy		Suite, Floor
City Villa Rica	State GA	Zip 30180
Phone (770) 459-7000	Email gmcdougal@villarica.gov	

May we publicly announce your investment? Yes ☐ No ☐

STEP 3: ACCOUNTING

Payment (check one)

Bill me (check one): ☒ **Annually** ☐ **Semi-Annually** ☐ **Quarterly**

Please make checks payable to Carroll Tomorrow.

Required Signatures

Business/Company Representative	Date
Carroll Tomorrow Representative and Title	Date

STEP 4: RETURN THIS FORM WITH FIRST PLEDGE PAYMENT OR BILLING INFORMATION (above)

Karen Handel, President / CEO, Carroll Tomorrow
Carroll Tomorrow
678.890.2357 | karen@carroll-ga.org
200 Northside Drive
Carrollton, GA 30117



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Qualifying fees for municipal elections - 2023

AGENDA DATE: January 10, 2023

DATE PREPARED: January 3, 2023

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

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: State law requires that all municipalities conducting municipal elections must establish the qualifying fee for any open positions before February 1 in the year of the election. The City of Villa Rica will elect a mayor and two councilpersons during calendar year 2023. State law sets the qualifying fee as being 3% of the annual salary for the position during the preceding year. The qualifying fee for mayor is 3% of \$11,400 or \$342. The qualifying fee for councilmembers is 3% of \$9,000 or \$270.

STAFF RECOMMENDATION: Staff recommends the approval of this proposed Resolution in order to comply with the State law requiring that the City establish qualifying fees by February 1.

MOTION: I hereby move that the City establish qualifying fees for municipal elections to be held in 2023 as follows: Mayor - \$342; and Councilmembers - \$270.

RESOLUTION

WHEREAS State law requires that a municipality set the fees for qualification for office on or before February 1 of each election year; and

WHEREAS the City of Villa Rica will hold elections for the positions of Mayor and City Council during calendar year 2023; and

WHEREAS the Mayor and Council do hereby establish the qualifying fees for municipal elections in the City of Villa Rica for 2023.

NOW, THEREFORE BE IT HEREBY RESOLVED that the qualifying fees for municipal offices in Villa Rica for 2023 are as follows:

- 1) Mayor - \$342
- 2) City Council - \$270

IT IS SO RESOLVED on this 10th day of January, 2023.

Gil McDougal, Mayor

Attest:

Theresa Campbell, City Clerk



CITY OF VILLA RICA

City Council Packet

SUBJECT: Appointment of Planning Commission Member to Ward 1 Seat

CITY COUNCIL AGENDA DATE: January 10th, 2023

DATE: December 21, 2022

PREPARED BY: Ronald Johnson; Planning and Zoning Administrator

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

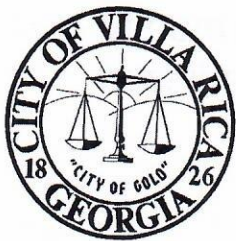
PURPOSE: To make an appointment into the vacant seat on the Planning and Zoning Commission Board for the term of January 1st 2023 – December 31st 2024.

BACKGROUND: This seat on the commission is currently filled by Shirley Hillsman, and has been since she was appointed to fill a vacant unexpired seat that commenced on October 12th, 2021. This is a two-year appointment. The City has received interest from Doug Lang to fill this position.

STAFF RECOMMENDATION: N/A

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

MOTION: I move to approve the appointment of Doug Lang to the Planning and Zoning Commission for the term of January 1st 2023 – December 31st 2024.



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



APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT

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

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

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

APPLICANT INFORMATION

Applicant Name: DOUGLAS. A. LANG

Occupation: Retired Employer: N/A

Home Address: 262 S. carroll Rd. (-WARD) W. 1 City: VILLA RICA Zip: 30180

Home Phone: () N/A Home E-Mail: DALS9@ATT.net

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

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

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

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Planning + Zoning
- b) How long have you been a resident of the City of Villa Rica? 19 Years ___ Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____

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

I Am Currently A member of The HAC. I love being involved in the historic Preservation of our City. AND, have restored 2 homes here, downtown both built in 1902.

However, I Am Also very interested in the future and Growth of our City. AND, in 2017 Started construction

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

OF A BRAND NEW Building IN The heart of our downtown. Parcel NO. V07 001 0002. I learned ABOUT Site PLANS, Architectural AND Engineering PLANS, Applying for building Permits, running utilities and much more. I worked directing with City of Villa Rica Atz, STATE DOT, Carroll county Fire Marshall AND many others. I Am very much Tied to This community.

I have A desire to preserve our history AND to help The city grow in A way That will best serve This city AND its residents

APPLICANT STATEMENT

THANK YOU FOR YOUR
Consideration

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

Signature



Printed Name

DOUGLAS A. LANG

Date

Sept. 24, 2021

Please return signed application to:

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

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

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



CITY OF VILLA RICA

City Council Packet

SUBJECT: Appointment of Planning Commission Member to Ward 5 Seat

CITY COUNCIL AGENDA DATE: January 10th, 2023

DATE: December 21, 2022

PREPARED BY: Ronald Johnson; Planning and Zoning Administrator

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

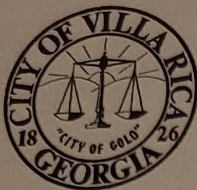
PURPOSE: To make an appointment into the vacant seat on the Planning and Zoning Commission Board for the term of January 1st 2023 – December 31st 2024.

BACKGROUND: This seat on the commission is currently filled by Mac Pilgrim, and has been since he was appointed to fill a vacant unexpired seat that commenced on July 1, 2019. This is a two-year appointment. The city has received interest in this seat from Nancy Mims.

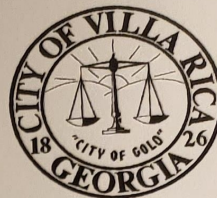
STAFF RECOMMENDATION: N/A

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

MOTION: I move to approve the appointment of Nancy Mims to the Planning and Zoning Commission for the term of January 1st 2023 – December 31st 2024.



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



APPLICATION FOR BOARD OR COMMISSION APPOINTMENT

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

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

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

APPLICANT INFORMATION

Applicant Name: Nancy G Mims

Occupation: Retired Professor Employer: UGA system

Home Address: 17 Hickory Trail City: Villa Rica Zip: 30180

Home Phone: (678) 941-3243 Home E-Mail: nmims7@gmail.com

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

Cell Phone: (678) 670-2490 Preferred E-Mail: ☒ Home ☐ Work

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

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Planning & Zoning
- b) How long have you been a resident of the City of Villa Rica? 30 Years 00 Months
County 33
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____

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

I am interested in assisting our city with Viable sustainable growth. I have a background in 2017 comprehensive planning, served on Downtown development planning committee and a passionate interest in historic preservation & construction.

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

Library Advisory Board.

(Served as an HPC Commissioner 2017-2021) current member of Friends of Cemetery.

APPLICANT STATEMENT

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

Nancy G Mims
Signature

Nancy G Mims
Printed Name

11/4/2021
Date

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

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

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



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2022 Main Street Advisory Board re-appointment-Carolene Cox
AGENDA DATE: 1/10/2023

DATE PREPARED: 12/22/2022
PREPARED BY: Janet Chumley

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

PURPOSE: The seven-member Main Street Advisory Board is appointed by the City Council. Their duties are to promote the program and advise and support the Main Street Manager through the collaboration of four standing committees- Organization, Promotion, Design, and Economic Vitality. The board also works to promote and create a thriving central business district in Downtown Villa Rica. Staggered Terms: 2 or 3 years. Recommended by board members; Approved by City Council.

BACKGROUND: The Main Street Advisory Board currently has two board member whose terms expired 12/31/22, one of those members is Carolene Cox. She has re-applied for the position and requested to serve a two-year staggered term.

The Main Street Advisory board unanimously voted to re-appoint Carolene Cox to a two-year staggered term in the December board meeting. Her term would be 12/31/2022 until 12/31/2024.

STAFF RECOMMENDATION: Staff is recommending to re-appoint Carolene Cox to a two-year staggered term 12/31/2022 until 12/31/2024.

IMPACT: The Main Street board would continue at full capacity.

MOTION: I make a motion to re-appoint Carolene Cox to a two-year staggered term 12/31/2022 until 12/31/2024.



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



**APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT**

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

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

APPLICANT INFORMATION

Applicant Name: Carolene B Cox

Occupation: Business Owner Employer: 2-Sew-4-U Embroidery

Home Address: 2860 East Hwy 166 City: CARROLLTON, GA Zip: 30116-6180

Home Phone: N/A Home E-Mail: Caroleneb@2sew4uembroidery.com

Work Phone: (678) 952.6500 Work E-Mail: Tosew4u@gmail.com

Cell Phone: (770) 550.5609 Preferred E-Mail: ☐ Home ☒ Work

Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable) 214 W Montgomery St., Villa Rica, GA 30180-1804

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Main Street
- b) How long have you been a ~~resident~~ ^{business} of the City of Villa Rica? 6 Years 7 Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☐ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:

Not At this time do I have obligations to Abstain from
voting

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

I am the owner of 2 Sew 4U Embroidery, Villa
Rica, GA 30180

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

None At this time.

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

I Am currently serving on the main street Board. In order to fulfill 2023 schedule of appointments, I would like to be reappointed to Main Street Board. I am "Community" and I want our city to be vibrant, fun, and the place to be.

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

Not at this time.

APPLICANT STATEMENT

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



Signature

Carolene B Cox

Printed Name

12-22-2022

Date

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

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

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



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2022 Main Street Advisory Board re-appointment-Ronda McCullors
AGENDA DATE: 1/10/2023

DATE PREPARED: 12/22/2022
PREPARED BY: Janet Chumley

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

PURPOSE: The seven-member Main Street Advisory Board is appointed by the City Council. Their duties are to promote the program and advise and support the Main Street Manager through the collaboration of four standing committees- Organization, Promotion, Design, and Economic Vitality. The board also works to promote and create a thriving central business district in Downtown Villa Rica. Staggered Terms: 2 or 3 years. Recommended by board members; Approved by City Council.

BACKGROUND: The Main Street Advisory Board currently has two board member whose terms expired 12/31/22, one of those members is Ronda McCullors. She has re-applied for the position and requested to serve a two-year staggered term.

The Main Street Advisory board unanimously voted to re-appoint Ronda McCullors to a two-year staggered term in the December board meeting. Her term would be 12/31/2022 until 12/31/2024.

STAFF RECOMMENDATION: Staff is recommending to re-appoint Ronda McCullors to a two-year staggered term 12/31/2022 until 12/31/2024.

IMPACT: The Main Street board would continue at full capacity.

MOTION: I make a motion to re-appoint Ronda McCullors to a two-year staggered term 12/31/2022 until 12/31/2024.



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



APPLICATION FOR BOARD OR COMMISSION APPOINTMENT

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- Am I willing to perform a reasonable amount of work outside of regularly scheduled Board or Commission meetings and prepare for each meeting?
- Can I work effectively with the other members of the Board or Commission?
- Am I willing to participate in necessary Board or Commission training, education and development activities that will improve my effectiveness in my position?

APPLICANT INFORMATION

Applicant Name: Ronda McCullars

Occupation: Real Estate Employer: Self

Home Address: 401 N. Lost Lake Cove City: Villa Rica Zip: 30180

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

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

Cell Phone: (678) 839-9130 Preferred E-Mail: ☐ Home ☐ Work

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

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

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

I love this city and I feel that I can be
a vital part of bringing great things to downtown

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

APPLICANT STATEMENT

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

Signature  Printed Name Ronda McCullers Date 12/19/22

Please return signed application to:

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

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

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



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Convert Part-time IT Technician to Full-time IT Technician

AGENDA DATE: January 10th, 2023

DATE PREPARED: December 19th, 2022

PREPARED BY: Jim Chambers

AMOUNT: \$22,536 (for 20 more hours a week + benefits for 9 months)

GL ACCOUNT #: Various IT Personnel line items

FUNDING SOURCE: General Fund, Police Dark Time for difference in FY23

BUDGETED ITEM? No

PURPOSE: To convert the part-time IT technician position to a full-time IT technician position. The goal is to provide better IT coverage to the whole City, primarily the police department.

BACKGROUND: Technology resources are a critical part of our operational infrastructure, particularly in the police department where each officer has a laptop, body camera, and in-car camera. Each vehicle is essentially a mobile office with Wi-Fi internet, printers, and various other resources. Failures in these devices lead to officers spending work hours troubleshooting IT problems instead of being active in other areas. In addition, the general workload of the IT department has risen to a level which would support a full-time technician. Converting this position to a full-time status will allow us to resolve IT problems in all departments much more efficiently.

STAFF RECOMMENDATION: We recommend approving the conversion of a part time IT technician position to a full-time position.

MOTION: I move to approve the conversion of the part-time IT Technician position to a full-time IT Technician position, effective immediately.

Job Title: Desktop Support Technician

Job Summary: The Desktop Support Technician's role is to support and maintain organizational computer systems, desktops, and peripherals. That includes installing, repairing, maintaining, and upgrading all organizational hardware and equipment while ensuring optimal workstation performance. The person will also troubleshoot problem areas in a timely and accurate fashion and provide end-user assistance where required. This position will split time between supporting the PD and the rest of the city.

Major Duties:

- Support development and deployment of new computer projects and new hardware installations.
- Perform on-site analysis, diagnosis, and resolution of desktop problems for end users, and recommend and implement corrective solutions.
- Install, configure, test, maintain, monitor, and troubleshoot end user and network hardware, peripheral devices, printing/scanning devices, presentation equipment, software, and other products to deliver required desktop service levels.
- Administer, and resolve issues with associated end-user workstation network software products.
- Receive and respond to incoming calls, emails, and/or tickets regarding desktop problems.
- Ensure that desktop connections, i.e. network jacks are in proper working order.
- Prepare tests and applications for monitoring desktop performance, then provide performance statistics and reports.
- If necessary, consult with third-party support(software) and PC equipment vendors.
- Perform related duties consistent with the scope and intent of the position.
- Configure and maintain hardware in vehicles
- Working with vendors which requires extensive times on the phone working through issues.
- Ability to take notes and problem solve independently
-

Supervisory Controls: Supervised by the IT Director.

Complexity: The purpose of this position is to provide technical support to the department. Successful performance helps ensure the efficient and effective operation of the department.

Scope and Effect: The purpose of this position is to provide technical support to the City of Villa Rica with extended support to the Police Department. Successful performance helps ensure the efficient and effective operation of the City as a whole.

Personal Contacts: Contacts are typically with vendors, other City employees, and consultants.

Purpose of Contacts: Contacts are typically to give or exchange information, resolve problems and provide services.

Supervisory and Management Responsibility: None.

Minimum Requirements:

- High School diploma or equivalent, and/or 3 years' work experience in related field.
- Excellent knowledge of PC and desktop hardware.
- Working technical knowledge of current protocols, operating systems, and standards.
- Ability to operate tools, components, and peripheral accessories.
- Able to read and understand technical manuals, procedural documentation, and OEM guides.
- Ability to work within confined spaces such as wiring and equipment setup in vehicles and racks.
- Ability to conduct research into PC and software issues and products as required.
- Lifting and transporting of moderately heavy objects, such as computers and peripherals.
- Ability for Sitting, standing, or walking for extended periods of time.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Implement Armis Vulnerability Management Solution

AGENDA DATE: January 10th, 2023

DATE PREPARED: December 19th, 2022

PREPARED BY: Jim Chambers

AMOUNT: \$46,132.00

GL ACCOUNT #: 350-6110-542500

FUNDING SOURCE: General Fund Capital Projects

BUDGETED ITEM? No, but using funds that were earmarked for another IT project.

PURPOSE: To gain complete visibility of our network.

BACKGROUND: Currently, we have no way of knowing when something foreign plugs into our network or how long it has been there. It could have install updates or have something malicious running on it. The Armis tool helps us identify what is going on the network from a granular level. This will also aid in our compliance and audit reviews. If the need ever comes to file a claim this will help meet the criteria in doing so.

Annual cost of \$46,132.00.

STAFF RECOMMENDATION: Approval. We had budgeted \$55,000 for a server refresh, which is still an important need, but mitigating network vulnerability has risen to the surface as a priority at this time.

MOTION: I move to approve the implementation of Armis Vulnerability Management Solution for an amount of \$46,132.00.



Proposal for Asset Inventory and Lowered Risk Posture through Vulnerability Management.

Mike McDonald - Sr. Account Executive - Armis
Josh Wilson - Solutions Architect - Armis
Kevin Story - Sales Executive - SureLock Technology
Bob Kopesky - CEO - SureLock Technology



OUTCOMES IMPORTANT TO City of Villa Rica

- Complete Asset Visibility and Inventory to all Connected Devices
 - Identify Technical Debt like End of Life/End of Support O/S and Apps
 - Real Time audit capability for both hardware and software
- Protect against unseen operational and cyber risk
 - Visibility into ALL assets with full confidence
 - Reduce impact of security incidents by improving security posture
 - Continuous threat detection and response for both managed and unmanaged devices
 - See “rogue” devices and look for policy violations like credential sharing
- Securely innovate and grow with new assets and technology
 - Embrace new business opportunities quickly without increasing risk from cyber threats
 - Flexible enough to adapt emerging technologies

IMPORTANT TO City of Villa Rica IN OUR DEAL

Key Elements of Our Offer

Armis Asset Inventory Platform

Visibility and Inventory for All Assets - No agents, No scans

Intelligence, Vulnerabilities, Utilization, Risk, applications,

Reporting, Queries, Policy, Orchestration, Automation

Armis Asset Vulnerability Management

Villa Rica Key Outcomes

See Everything - complete inventory

Increase efficiency and optimize use of resources

Protect against unseen operational and cyber risk

Handle growth and rapid response

IMPORTANT TO Armis IN OUR DEAL

- **Armis be the single source of truth for Asset Visibility and Intelligence for City of Villa Rica**
- **Armis Asset Vulnerability Management for prioritization of Vulnerabilities**
- **Close on or before January 15th to meet your timelines and also our fiscal year end**
- **Executive Quarterly Value reviews - continual interaction**
- **City of Villa Rica be a reference account and case study - media**

PAST VALUE DELIVERED

- **State of FL**
 - incomplete asset inventory & lack of threat analysis specific to IT, OT and IOT devices
 - Armis detected IoT, IT, and OT devices that existed, but State was not aware of - over 900K devices discovered so far
 - Vulnerability assessment and risk score for every device
 - Several Printers found with open wifi and Rogue Access Points
- **Hillsboro County Sheriff's Office**
 - wanted complete asset inventory
 - Didn't know what they didn't know
 - Stated that this was the easiest deployment they had experienced in years

One Year Commitment

- License = 200 Emp
- Period 12 months
- Armis Asset Intelligence Platform
- Armis Asset Vulnerability Management
- Discounts
 - Reference/Media
 - Close by Jan 15th

Annual: \$46,087

THANK YOU

Appendix

Armis at-a-glance 2022

FORTUNE 100 
31
Fortune 100 Companies

INSIGHT capitalG
PARTNERS 
\$3.4B
Valuation

165 
Countries Covered

680 
Employees

1K+ 
Deployments

10 
Patents Pending

3B+ 
Devices Tracked Daily

Gartner
Cool Vendor 2017

OT Security Solutions
Leader U.S. 
ISG Provider Lens™
Quadrant Study

URGENT/11
Global coordinated security disclosure impacting 500M+ industrial, medical, and enterprise devices.


Industrial IoT.
Product of the
YEAR
2020

FORRESTER®
NEW WAVE LEADER 2020
Connected Medical Device Security

Most popular questions Armis answers

Visibility



Give me a complete CMDB accuracy and gap analysis.

CS2



How many laptops do I have? How many unmanaged devices?



How many cloud or virtual assets do I have? Which aren't compliant with my policies?

Compliance



Am I compliant with CIS 1 thru CIS 6? Do I have rogue assets or shadow IT?



What EOL applications do I have across my entire environment?



Which endpoints aren't running my EDR or EPP? Which of them are not up to date?

Risk & Security



Which devices in my environment are impacted by that new security advisory?

CS3



What are the topmost riskiest or non-compliant assets I have (by CVE, BU or location)?



What's the asset behind the IP address I'm investigating? Who is its owner and what's its location?

CS1

SURELOCK TECHNOLOGY
297 Industrial Park Dr NE, Suite A
Lawrenceville, GA 30046
Telephone: (678) 712-5346

QUOTE
GA12092022



BILL TO:

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

SHIP TO:

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

Printed 12/21/2022	Order DT: 12/9/2022	Cust #	Cust P.O.	Terms DUE UPON RECEIPT	Ship Via OTHER
QTY	U/M	ITEM/DESCRIPTION	LIST	UNIT PRICE	AMOUNT

Armis Solution

1	EA	ARMIS Risk based asset vulnerability management on up to 2499 assets		\$ 16,532.00	\$ 16,532.00
---	----	--	--	--------------	--------------

200	EA	ARMIS <u>Armis Platform features include:</u> Asset and Networkbased Data Collection & Aggregation Cloudbased Behavioral Device Knowledgebase Risk Assessment Scoring & Management Threat Detection & Response Automated Security Policy enforcement, Unlimited Virtual Collectors 1 Hardware Collector, Premium 24/7 Support Included		\$ 148.00	\$ 29,600.00
-----	----	--	--	-----------	--------------

Subtotal		\$ 46,132.00
Sales Tax		
Quote Total		\$ 46,132.00

Sales Person: KEVIN STOREY

FREIGHT NOT INCLUDED - PRICES AND AVAILABILITY SUBJECT TO CHANGE

Disclaimer: SureLock Technology resells products from numerous manufactures. It is common industry practice for manufacturers to offer incentives and rebates for product sales. This quote may contain products or services subject to such incentives. No representation or warranty to the contrary is made. SureLock Technology passed through to the buyer the terms and conditions of the original equipment manufacturers product, software licenses and warranties. Any exceptions must be negotiated directly with the original equipment manufacturer.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Implement ThinkGard Disaster Recovery Solution

AGENDA DATE: January 10th, 2023

DATE PREPARED: December 19th, 2022

PREPARED BY: Jim Chambers

AMOUNT: \$37,405.40

GL ACCOUNT #: 100-1535-521300

FUNDING SOURCE: General Fund Operating

BUDGETED ITEM? Yes

PURPOSE: To replace our current Barracuda Backup system with a full data protection service.

BACKGROUND: We currently use Barracuda for our back-up service. This solution works for backing up data and restoring data. The ThinkGard solution is a full-service solution that, in the event of a disaster, would allow every server and service to be run off the local appliance. This would minimize downtime. Back-ups are tested for integrity and validity daily. This tool is a must-have in a true disaster recovery situation. This for Office 365 and all on-prem servers.

One time cost of	\$5,555.00
Annual cost of	<u>\$31,850.40</u>
Total Cost	\$37,405.40

STAFF RECOMMENDATION: Approval.

MOTION: I move to approve the upgrade and replacement of our backup solution with ThinkGard for an amount of \$37,405.40.

City of Villa Rica, GA - Enterprise 12TB - BDRaaS

Quote created: December 12, 2022 Reference: 20221212-085029706

City of Villa Rica GA

571 W. Bankhead Hwy
Villa Rica, GA 30180
United States

Jim Chambers

jchambers@villarica.org
(770)-459-7000 x213

Comments

This quote for the City of Villa Rica, GA includes pricing for ThinkGard's Managed Backup & Disaster Recover as a Service solution (BDRaaS).

Nolan Griffin - Sales Executive ThinkGard



Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Enterprise 12TB Appliance (S5 - 12TB)		1	\$9,110.00	\$4,555.00
• CPU: Xeon Gold - 6208U (16c, 32t, 2.9GHz)				after \$4,555.00 discount
• RAM: 192GB(6x16GB) ECC				
• Array: 2x12TB SAS RAID 1 (Mirror)				
• NICs: 2x 10G, 2x 1G				
• OS Drive: 2x m.2 240GB RAID 1				
• Performance Cache: 480GB SATA SSD				
• Chassis: 1U				

Item & Description	SKU	Quantity	Unit Price	Total
DataGard S5-12TB Annual Services Services Included in Annual rate: • 1 Year Time-Based Retention in US-based datacenters (TBR) • Local backups in variable rates to the appliance (5 minutes – 24 hours) • Backup replication - 2 remote bicoastal sites • Daily monitoring & technical support to keep backups running • Assist in file and server recovery • On-Call trouble shooting service • Annual system testing including local & cloud test • Full technical DR documentation • 5-year warranty on the backup appliance • 24/7 assistance in disaster scenario • 30 days of off-site virtualization after which a fee of \$200.00 per 24 hours will apply.		1	\$25,176.00 / year	\$25,176.00 / year for 3 years
Implementation Services - Enterprise The one-time fee includes: • Optimize & preconfigure appliance(s). • Assistance in installing backup agents on each server. • Initial disaster recovery testing to build technical DR documentation. • Setup of reporting and alerting.	2IP268	1	\$1,000.00	\$1,000.00
Annual subtotal				\$25,176.00
One-time subtotal				\$5,555.00
after \$4,555.00 discount				
Total				\$30,731.00

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Jim Chambers

jchambers@villarica.org

[sig/req/signer1]

Kevin Fuller

kevin@thinkgard.com

[sig/req/signer2]

This quote expires on March 13, 2023

Purchase terms

BACKUP AND DISASTER RECOVERY AGREEMENT TERMS

Term: This Agreement between Client and THINKGARD is effective upon the date signed by the Client, shall remain in force for a period of 3 years (36 Months) and be reviewed yearly to address any necessary adjustments or modifications. Should adjustments or modifications be required that affect the fees paid for the services rendered under this Agreement, said fee adjustment will be negotiated and agreed-to between the Client and THINKGARD in writing. Absent such a written adjustment, the Agreement automatically renews for a subsequent one-year term beginning on the day immediately following the end of the Initial Term unless either party gives the other thirty (30) day's prior written notice of its intent not to renew this Agreement. This Agreement cannot be automatically renewed more than five (5) times.

This Agreement may be terminated by the Client upon ninety (90) day's written notice if THINKGARD:

- Fails to substantially complete or satisfy its obligations under this Agreement and does not cure any identified failure within ninety (90) days of receipt of written notice of said failure from the Client;
- Breaches any material term or condition of this Agreement and fails to remedy such breach within ninety (90) days of receipt of written notice of such a breach from the Client;
- Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.

If either party terminates this Agreement, THINKGARD will, if requested by the Client, assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay THINKGARD the actual costs of rendering such assistance. Actual costs could include but are not limited to: Training, data transfer, license transfers or equipment de-installation. If Client terminates this Agreement without cause, Client agrees to pay THINKGARD a termination fee equal the actual hard costs that ThinkGard incurred as result of this early cancellation. Client agrees to allow THINKGARD to assign, delegate, subcontract services to third party competent contractors approved by THINKGARD and client.

Services Provided: An on-site Backup Appliance that acts as a local storage device for data backups and standby server in the event of server and/or workstation failure.

- a) Incremental backups sent to the backup appliance once an hour by default.
- b) Secure Remote (Off-site) Storage provided at two (2) secure data centers.
- c) Day-to-day data restoration of files, file folders, emails or email stores, SQL databases, and SharePoint.
- d) Full data recovery from secure data centers with the most recent information stored offsite - in the event of total catastrophe, where the on-site server and backup appliance are lost.
- e) Full management, monitoring, and testing of the backup appliance and remote storage.

Security: All data is fully encrypted during transmits off-site and while stored off-site. All data is stored off-site, in encrypted form, on multiple servers in two (2) highly secure data center facilities. (a) Each file is encrypted using 256-bit AES and SSL key-based encryption technology. 256-bit AES encrypted data cannot be read without the corresponding keys – a

feature designed to prohibit the misuse of the encrypted data. (b) The on-site backup appliance unit communicates with off-site remote servers using SSL (Secure Socket Layers) technology. As a result, the online backup of data is encrypted twice. It is encrypted at all times using the 256-bit AES encryption, and it is encrypted again while it's being sent over the Internet. (c) Data stored off-site remains encrypted at all times.

Data Deduplication and Compression: Data deduplication and compression occurs prior to data storage and transmit using state-of-the-art technology. This ensures that backups are completed in a shorter timeframe, less storage space is used on the on-site backup appliance and at the off-site data centers, and needed bandwidth to transfer data off-site remains manageable.

Backup Frequency: Servers can be backed up as frequently as once an hour by default. Retention policies can be customized to create as many archived versions of data and full recovery points as needed. Off-site backup frequency is continuous by default, and may be customized to meet Internet bandwidth limitations. Off-site backup frequency is ultimately dependent upon total data size, data changes, and available Internet bandwidth.

Smart Data Transport: Data transmission can be configured to minimize Internet bandwidth consumption. The on-site backup appliance and propriety off-site data transfer system leverages advanced bandwidth throttling to schedule Internet bandwidth used depending on the time of day, customized for each day of the week. This allows bandwidth to be limited during business hours to maintain network functionality and maximize bandwidth during off-peak hours to efficiently transfer data off-site.

Remote Storage provided at two high availability Data Centers in Pennsylvania and Utah Highly redundant storage in multiple redundant cluster nodes at two (2) redundant bi-coastal data centers. (a) Connectivity provided by multiple providers with automatic failover capabilities. (b) Facilities power is supplemented with both battery backup and diesel generation capabilities. (c) Full physical security at each facility including global biometric authentication access methodology to track all authenticated data center personnel and prohibit the entry of any unauthorized persons. (e) Fire suppression and environmental control provided.

Remote Storage and Base Remote Backup Image Creation (a) Your data is stored (in encrypted form) in two (2) secure off-site data centers, located in Pennsylvania and Utah. (b) The initial backup will be sent via a SATA II drive to the primary remote storage facility. There is an approximate two-week turnaround time to seed the initial backup off-site. Incremental backups will occur during the off-site seeding process and will collapse into the main backup once the off-site transfer is complete.

Recovery Time Objective (RTO): THINKGARD will log all retrieval activities from the Client. (a) THINKGARD will attempt to resolve access, backup, or retrieval problems over the phone on first call within 24-hours of the first request. THINKGARD will restore a file, file folder, email or an entire mailbox, as needed, upon Client's call to the THINKGARD helpdesk (b) In a disaster, where Client loses its entire office, THINKGARD will have a new backup appliance imaged, with the most current backup information (usually, the previous day's data). The new backup appliance will be shipped out via next-business day air transportation to a location of your choice. When the backup appliance arrives, it will be ready for use as a virtual server. (c) The backup appliance can also be used to perform a bare metal restore to

dissimilar hardware, which means that when a new server arrives, the backup appliance can be used to restore the most current data to the new server(s) and/or workstation(s), regardless of hardware.

Off-Site Virtualization: In a disaster where Client loses its physical servers and backup appliance, servers and/or workstations may be virtualized off-site. (a) Servers can be virtualized in both off-site data centers. (b) Public IP and/or VPN access will be given to connect to remote virtual machines. Virtual machines can also be accessed using VNC and/or RDP.

Ownership of the Data: The backup data being stored on the backup appliance and at the Data Center remains the sole property of the Client. If the Client chooses to terminate services, THINKGARD will assist Client in the orderly termination of services. This could involve copying the backup image to an external drive, which can be synchronized with the data on the backup appliance. The Client agrees to pay THINKGARD the actual costs of rendering such assistance.

Catastrophe Service: In the event of a catastrophe, fees for the “Disaster Recovery Service” are covered in the Agreement

Interference: The Client shall not, during the term of this Agreement and for twelve (12) months following its termination, solicit to work for the Client any employee of THINKGARD

Warranty:THINKGARD warrants that THINKGARD’s work will be performed in accordance with reasonable and customary practices prevailing at the time for its business. (a) As long as the service fees are current, the backup appliance unit shall be fully warranted and no additional charges will be incurred for hardware failure. Firmware and software updates are also included (please note, however, that the backup appliance cannot be modified in any way or the hardware warranty(ies) and THINKGARD’s warranties under this Agreement, shall be voided. This includes adding software applications to the backup appliance itself, adding memory and/or hard drives, etc.) (c) Backup appliance replacement parts will be shipped next business day air transportation and prepaid by THINKGARD.

Confidentiality: Each party shall treat the information received from the other party that is designated as confidential (“Confidential Information”) as a trade secret and strictly confidential. THINKGARD designates the backed up data and all information relating to the backed up data as confidential. Both parties shall: (i) restrict disclosure of Confidential Information to employees and agents solely on a “need to know” basis; (ii) advise employees and agents of their confidentiality obligations; (iii) use commercially reasonable means to comply with the confidentiality obligations of this Agreement; and (iv) notify the other of any unauthorized possession or use of that party’s Confidential Information as soon as practicable after receiving notice of same. Notwithstanding the foregoing, neither party shall be obligated to preserve the confidentiality of any information which: (i) was previously known; (ii) is a matter of public knowledge; (iii) was or is independently developed; (iv) is released for disclosure with written consent; (v) is received from a third party to whom the information was disclosed without restriction.

Equipment and Facilities: Client agrees that THINKGARD may utilize certain items of their equipment and may gain access to certain parts of The Client's facilities. Facility access may be denied for any reason at any time, however if access to facilities is denied, the Client understands that THINKGARD may be unable to perform their duties adequately and if such a situation should exist, THINKGARD will be held harmless.

Passwords: THINKGARD acknowledges that it must have remote access to the backup appliance to perform their duties under this Agreement. Backup data will always be encrypted and not accessible to anyone who does not have the password. If the encryption password is lost, the backup data will be inaccessible.

No Third Party Beneficiary: Neither Party shall subcontract, assign, subrogate or transfer any interest, obligation or right under this Agreement without prior written consent from the other Party, and any such attempt shall be null and void. Except that a board of a governing authority cannot bind their successors in office to contracts beyond their term of office and extension beyond its term is voidable by the successor Board.

Dispute Resolution: This Agreement shall be governed by the state and Federal laws applicable to the State of Georgia, U.S.A.

Force Majeure & Malicious Acts: THINKGARD shall not be liable for any loss, damage or failure due to causes beyond its control, including strikes, riots, earthquakes, epidemics, wars, fires, floods, weather, power failure, telecommunications and/or internet interruptions, the failure or closure of a financial institution, computer malfunctions, acts of God or any other failure, interruption or error not directly caused, or reasonably anticipated, by THINKGARD.

Taxes: Client shall be solely responsible for any taxes or similar charges arising out of this Agreement, including all applicable Federal, State or local sales taxes, customs, duties, use taxes, value-added taxes, excise charges or brokerage fees. Client shall also be solely responsible for assessing and remitting payment for any such items to the appropriate authorities.

Warranty of Representative Capacity: Each Party warrants that its undersigned representative has the authority and capacity to bind that Party to the terms and conditions of this Agreement and understands that each Party has reasonably relied upon such warranty and promises as an inducement to enter into this Agreement.

Severability: If a court or quasi-judicial body subsequently determines that one or more of the provisions of this Agreement is unlawful, then the provisions deemed unlawful, and only those provisions, shall be rendered void and shall be considered severed from the other terms and conditions of this Agreement.

Remedy Upon Client's Payment Default: Client agrees that in the event it defaults on its payment obligations under this Agreement, THINKGARD shall: a) To the extent provided by law have the right to pursue any and all available legal remedies to collect said sums, including through the immediate filing of an action in a court of law in Georgia and/or the federal jurisdiction which includes said County of Carroll, Georgia.

Understanding: The undersigned have read and understood each and every provision of this Agreement and agree that, at a minimum, prior to executing this Agreement, they were each given sufficient time and the opportunity to present the Agreement to an attorney for clarification of the meaning and function of each and every provision.

Integrated Agreement: This Agreement embodies the entire understanding of the Parties and all of the terms and conditions with respect to the matters discussed in this Agreement and that the terms are contractual and are not mere recitals. The Parties agree this Agreement supersedes and annuls any and all other or former Agreements, contracts, promises or representations, whether written or oral, expressed or implied, and it may not be altered, superseded or otherwise modified except in a writing signed by the party to be charged.

Immigration: By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Georgia.

Questions? Contact me



Nolan Griffin

Sales Executive

nolan@thinkgard.com

+12054708121

ThinkGard

160 Yeager Parkway Suite 200

Pelham AL 35124

United States

City of Villa Rica, GA - Office 365 Backup Protection

Quote created: December 15, 2022 Reference: 20221215-124342535

City of Villa Rica GA

571 W. Bankhead Hwy
Villa Rica, GA 30180
United States

Jim Chambers

jchambers@villarica.org
(770)-459-7000 x213

Comments

This proposal for the City of Villa Rica, GA includes pricing for ThinkGard's Managed Office 365 Backup solution & services.

Nolan Griffin - Sales Executive ThinkGard



Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
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Item & Description	SKU	Quantity	Unit Price	Total
Office 365 SaaS Protection 151-200 - TBR		1	\$6,674.40 / year	\$6,674.40 / year for 3 years

Services include:

- 3x daily point in time backup for Office 365's Exchange, OneDrive, Teams and SharePoint
- Perform additional backups as needed at any time.
- Store an unlimited amount of data for one (1) year in the Datto Cloud at no additional cost.
- Restore individual files or groups of files back into a user's account, or export them directly to a machine.
- Preview backups by user, item and point in time snapshot.
- Search metadata.
- Security controls that include compliance with SOC 2 Type II and the ability to meet HIPAA compliance needs.
- ThinkGard manages and monitor backup data with domain reports and activity logs.

Annual subtotal	\$6,674.40
Total	\$6,674.40

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Jim Chambers

jchambers@villarica.org

[sig/req/signer1]

Kevin Fuller

kevin@thinkgard.com

[sig/req/signer2]

This quote expires on March 15, 2023

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foregoing, neither party shall be obligated to preserve the confidentiality of any information which: (i) was previously known; (ii) is a matter of public knowledge; (iii) was or is independently developed; (iv) is released for disclosure with written consent; (v) is received from a third party to whom the information was disclosed without restriction.

Equipment and Facilities: Client agrees that THINKGARD may utilize certain items of their equipment and may gain access to certain parts of The Client's facilities. Facility access may be denied for any reason at any time, however if access to facilities is denied, the Client understands that THINKGARD may be unable to perform their duties adequately and if such a situation should exist, THINKGARD will be held harmless.

Passwords: THINKGARD acknowledges that it must have remote access to the backup appliance to perform their duties under this Agreement. Backup data will always be encrypted and not accessible to anyone who does not have the password. If the encryption password is lost, the backup data will be inaccessible.

No Third Party Beneficiary: Neither Party shall subcontract, assign, subrogate or transfer any interest, obligation or right under this Agreement without prior written consent from the other Party, and any such attempt shall be null and void. Except that a board of a governing authority cannot bind their successors in office to contracts beyond their term of office and extension beyond its term is voidable by the successor Board.

Dispute Resolution: This Agreement shall be governed by the state and Federal laws applicable to the State of Georgia, U.S.A.

Force Majeure & Malicious Acts: THINKGARD shall not be liable for any loss, damage or failure due to causes beyond its control, including strikes, riots, earthquakes, epidemics, wars, fires, floods, weather, power failure, telecommunications and/or internet interruptions, the failure or closure of a financial institution, computer malfunctions, acts of God or any other failure, interruption or error not directly caused, or reasonably anticipated, by THINKGARD.

Taxes: Client shall be solely responsible for any taxes or similar charges arising out of this Agreement, including all applicable Federal, State or local sales taxes, customs, duties, use taxes, value-added taxes, excise charges or brokerage fees. Client shall also be solely responsible for assessing and remitting payment for any such items to the appropriate authorities.

Warranty of Representative Capacity: Each Party warrants that its undersigned representative has the authority and capacity to bind that Party to the terms and conditions of this Agreement and understands that each Party has reasonably relied upon such warranty and promises as an inducement to enter into this Agreement.

Severability: If a court or quasi-judicial body subsequently determines that one or more of the provisions of this Agreement is unlawful, then the provisions deemed unlawful, and only those provisions, shall be rendered void and shall be considered severed from the other terms and conditions of this Agreement.

Remedy Upon Client's Payment Default: Client agrees that in the event it defaults on its payment obligations under this Agreement, THINKGARD shall: a) To the extent provided by law have the right to pursue any and all available legal remedies to collect said sums, including through the immediate filing of an action in a court of law in Georgia and/or the federal jurisdiction which includes said County of Carroll, Georgia.

Understanding: The undersigned have read and understood each and every provision of this Agreement and agree that, at a minimum, prior to executing this Agreement, they were each given sufficient time and the opportunity to present the Agreement to an attorney for clarification of the meaning and function of each and every provision.

Integrated Agreement: This Agreement embodies the entire understanding of the Parties and all of the terms and conditions with respect to the matters discussed in this Agreement and that the terms are contractual and are not mere recitals. The Parties agree this Agreement supersedes and annuls any and all other or former Agreements, contracts, promises or representations, whether written or oral, expressed or implied, and it may not be altered, superseded or otherwise modified except in a writing signed by the party to be charged.

Immigration: By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Georgia.

Questions? Contact me



Nolan Griffin

Sales Executive

nolan@thinkgard.com

+12054708121

ThinkGard

160 Yeager Parkway Suite 200

Pelham AL 35124

United States



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Professional Services Agreement with Lowe Engineers

AGENDA DATE: January 10, 2023

DATE PREPARED: December 21, 2022

PREPARED BY: Tom Barber

AMOUNT: See hourly rates – Exhibit A

GL ACCOUNT #: Various

FUNDING SOURCE: By project

BUDGETED ITEM? No

PURPOSE: To approve a professional services agreement with Lowe Engineers.

BACKGROUND: Lowe Engineers is a transportation engineering firm. They were recommended to the City by the engineer currently working for Fuqua Development on their Villa Rica project. They will be assisting us with the design of new roads and road upgrades.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: Staff does not currently have the time or expertise to provide this service.

MOTION: I move to authorize the Mayor to approve the attached master services agreement with Lowe Engineers to provide transportation engineering services.

**STATE OF GEORGIA
CITY OF VILLA RICA**

MASTER TASK ORDER AGREEMENT

This Agreement is made and entered into by and between **City of Villa Rica**, Georgia, hereinafter referred to as the "**City**" and **Lowe Engineers, LLC**, a Corporation authorized to do business in the State of Georgia, hereinafter referred to as the "**Consultant**."

WHEREAS, the City desires to enter into an indefinite delivery, indefinite quantity contract with an experienced consulting firm to furnish professional services on an "as needed" basis pursuant to negotiated task orders in the following categories: (a) Highway Design: Roadway, Intersection, Signal, Surveying; (c) Traffic Engineering.

WHEREAS, the Consultant has represented to the City that it is experienced and qualified to provide the services in the categories of (a) Highway Design: Roadway, Intersection, Signal, Surveying; and (b) Traffic Engineering and the City has relied upon such representations.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the City and the Consultant that the Consultant shall provide professional consulting services on an "as needed" basis pursuant to negotiated task orders in the following categories: (a) Highway Design: Roadway, Intersection, Signal, Surveying; and (b) Traffic Engineering. The City and Consultant further agree that the Consultant shall provide these Professional Services at fees not greater than those submitted in the Consultant's Proposal and pursuant to the provisions and terms of this indefinite delivery, indefinite quantity Master Task Order Agreement (Agreement).

Delivery or performance of the Professional Services shall be made only as authorized by task orders issued for certain projects with defined scopes of work identified by City. The City may, in its sole discretion, issue multiple task orders to Consultant requiring services on multiple projects. If the City determines that it is most advantageous for the City to obtain the same or similar Professional Services from another professional consultant, pursuant to a separate agreement with another source, it may do so.

The Consultant is not assured, guaranteed, or promised that any task orders shall be issued to Consultant for Professional Services pursuant to this Agreement and the Consultant is not assured, guaranteed, or promised that any minimum amount of compensation shall be paid to Consultant for Professional Services pursuant to this Agreement.

The City shall determine, in its sole discretion, whether it is in the City's best interest to issue an independent Request for Proposals for a project or to negotiate a task order pursuant to this Agreement or any other Agreement for Professional Services.

If the City determines that it is most advantageous for the City to negotiate a task order with the Consultant pursuant to this Agreement, then the City shall prepare a written Task Order Scope of Services for the project and request a "not to exceed" cost estimate from the Consultant based on the Consultant's prices and costs contained in its Proposal. If the City and the Consultant are able to successfully negotiate a not to exceed price for the Task Order Scope of Services, then the Task Order Scope of Services shall be submitted to the City of Villa Rica City Council for approval

If an independent RFP is issued by the City for a project for Professional Services, then the Consultant shall be eligible to respond to the Request for Proposals and shall not be disqualified from responding due to entering into this Agreement with the City.

This Agreement between the City and the Consultant is comprised all attached and referenced documents; the Consultant's Proposal and all attached and referenced documents, and any resultant task order(s), which by reference are all specifically incorporated herein and made a part hereof.

SECTION 1. SCOPE OF SERVICES

General Task Order Scope of Services

The Professional Services to be furnished by the Consultant under this Agreement shall be those necessary to provide all related and necessary professional services for any negotiated task order. The Consultant shall perform the services under this Agreement as an independent consultant and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be the agent, employee, or representative of the City.

If the City determines, in its sole discretion, that there is a need for Professional Services for a project from the Consultant, then the Consultant shall submit the following documents in substantially the form attached hereto: Task Order Scope of Services and Fee Schedule (Exhibit A), Project Schedule (Exhibit B), which by reference are all specifically incorporated herein and made a part hereof. If a task order is negotiated, the Task Order Project Schedule constitutes a material term of this Agreement and Consultant shall strictly abide by such schedule. Should Consultant anticipate delays after the task order is negotiated it shall notify the City immediately. Any modifications to an agreed upon schedule will need to be submitted in writing for approval by the City.

The Consultant shall gather from the City all available data and information pertinent to the performance of the services for any negotiated task order project. The City shall have the final decision as to what data and information is pertinent.

The Consultant shall ensure that the data and information meet applicable standards as specified herein and any negotiated task order.

The Consultant shall immediately upon discovery report in writing to the City any discovery of errors or omissions contained in the data and information furnished by the City.

The Consultant shall visit and become familiar with any project site and shall become acquainted with local conditions involved in carrying out any negotiated task order under this Agreement. The Consultant may request that a representative of the City be present during any initial site visit.

The Consultant shall recommend and secure the City's written approval of the manner of project plans presentation and the methods to be used in the plan preparation so that these plans can be best utilized, as determined by the Consultant, and approved by the City, in the orderly preparation of negotiated services. All state- and federal-funded projects shall follow state and federal plan production guidelines and requirements.

Upon receipt of the City's written approval of the manner of the project plan presentation and

methods of plan preparation, the Consultant shall proceed with implementation of plan preparation.

The completion schedule shall be mutually agreed upon by the City and the Consultant prior to written authorization to proceed and as detailed on Project Schedule (Exhibit B), for each phase or work task contained in Task Order Scope of Services (Exhibit A). The Consultant shall recognize that time is of the essence for each negotiated task order.

SECTION 2. EFFECTIVE DATE, TERM OF SERVICES

The effective date of this Agreement shall be January 1, 2023. The term of this Agreement shall be for a period of two years from the effective date, ending on December 31, 2025 ("End Date"). Any approved task order issued during the term of this Agreement and not completed within the term of this Agreement shall be completed by the Consultant within the time specified in the task order(s) Project Schedule (Exhibit B). Exhibit B may be amended as needed by mutual agreement and approved by the City. The parties' rights and obligations with respect to that task order(s) shall be the same as if the task order(s) were completed within the term of the Agreement.

The City reserves its right to extend the term of this Agreement for a period of one (1) additional year by written notice to the Consultant at least thirty (30) days prior to the End Date.

SECTION 3. AMOUNT OF CONTRACT

It is agreed that the compensation hereinafter specified to perform Professional Services required by any negotiated Task Order Scope of Services includes both direct and indirect costs chargeable to the project and shall be limited to the Task Order Scope of Services and Fee Schedule (Exhibit A). The cumulative cost of all negotiated Task Order Scope of Services issued to Consultant shall not exceed \$500,000.00 per year or \$1,000,000.00 for the term of this two (2) year Agreement. Any fees paid to the Consultant pursuant to an independent Request for Proposals issued by the City for a project for Professional Services and not paid pursuant to a task order under this Agreement, shall not be included in the \$500,000.00 per year or \$1,000,000.00 for the term of this Agreement.

SECTION 4. GENERAL CONDITIONS

A. CONSULTANT COORDINATION

The Consultant shall cooperate fully with the City, Georgia Department of Transportation (GDOT), consultants on adjacent projects, consultants for final bridge plans, municipalities and local government officials, utility companies, railroads, and others, as may be directed by the City. Such cooperation shall include attendance at meetings, discussions, and hearings, as may be requested by the City, and furnishing plans and other data produced in the course of work on any task order project, as may be requested from time to time by the City to affect such cooperation and compliance with all directives issued by the City.

It is understood and agreed that City and other governmental agencies may have access to the work and be furnished information as directed by the City.

B. COORDINATION WITH CITY HISTORIC PRESERVATION PLANNER

The Consultant shall request from and coordinate with the City Historic Preservation Planner (HP) or the HP's designee information relative to the presence of cultural, historical, archaeological, or other important sites located in the land lots to be affected by design or construction. This coordination shall be implemented as soon as possible after receipt of Notice to Proceed (NTP) from the City. Coordination with the HP will not relieve the Consultant of additional responsibilities related to historic properties which may be required in order to secure a U.S. Army Corps of Engineers permit, if required, for the project.

C. COORDINATION WITH THE NATIONAL GEODETIC SURVEY

The Consultant shall contact the National Geodetic Survey (NGS) advisor at the Georgia Department of Community Affairs (DCA) to request data on geodetic control points during the preliminary evaluation phase of any project design. Continued coordination with the advisor to relocate and/or preserve affected control points will be maintained throughout the project duration. This coordination shall be implemented as soon as possible after receipt of any task order Notice to Proceed (NTP) by the City.

D. COORDINATION WITH UTILITIES

The Consultant shall furnish plans and/or electronic files to the City, or as directed by the City, and check the utilities' submitted plans for avoidance of conflicts with the road construction details or with the facilities of other utilities. This will require numerous submittals to the City. The City shall provide a final set of construction plans to all affected utility owners when the project is being bid. The Consultant shall make no commitments with the utilities that are binding upon the City.

E. RIGHT TO ENTER

The Consultant will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing surveys or other field investigations in accordance with state law and the practices of the City. The Consultant shall discuss with and receive approval from City prior to sending said notices of intent to enter private property. Upon request by the Consultant, the City will provide the necessary documents identifying the Consultant as being in the employ of the City for the purpose described in the task order under this Agreement. If the property owner or occupant denies the Consultant permission to enter, such incident will be reported to the City and the City will initiate such action as is dictated by current policy and procedure.

F. ACCURACY OF WORK

Consultant agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm, and substantial, workman-like manner, the work specified in any negotiated task order, in strict conformity with the Bid Proposal and Scope of Services. The Consultant shall be responsible for the accuracy of the work and shall promptly correct errors and omissions without additional compensation.

Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

At any time during the construction of the improvement provided for by the plans or during any phase of work performed by others based on data secured by the Consultant under any task order, the Consultant shall confer with the City for the purpose of interpreting the information obtained and to correct any errors

or omissions made by it. The Consultant shall prepare any plans or data required by the City to correct its errors or omissions. The above consultation, clarification, or correction shall be made without added compensation to the Consultant. The Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

G. PROJECT MANAGER

The City of Villa Rica City Manager or their duly appointed representatives shall act as the Project Manager between the Consultant and the City and all utilities, and authorities or governments whose properties will be affected. The Consultant shall arrange for conferences and exchanges of data and information and for necessary approvals.

All correspondence, data, information, and reports shall be directed to the Project Manager to provide for proper distribution to the parties concerned.

All conferences, including telephone conversations and decisions, shall be reduced to writing by the Consultant and a copy of the minutes shall be forwarded to the Project Manager within seven (7) calendar days of the event.

The Consultant shall meet with the City for review of any task order work on a regular monthly basis or as determined by the Project Manager.

The Project Manager will expedite any necessary decisions affecting the Consultant's performance of any task order under this Agreement, but the Consultant shall not make use of the Project Manager's services on trivial or minor matters normally to be decided by the Consultant.

H. DELIVERY OF NOTICES

All written notices, demands, and other papers or documents to be delivered to the City under any issued task order under this Agreement shall be delivered to the City of Villa, 571 W. Bankhead Highway, Villa Rica, Georgia, 30180, Attention: City Manager, or at such other place or places as may be subsequently designated by written notice to the Consultant. All written notices, demands, and other papers or documents to be delivered to the Consultant under this Agreement shall be directed to or at such a place or places subsequently to be designated in writing by the Consultant to the City.

I. SUPERVISION AND CONTROL

The Consultant shall perform the services required to accomplish any negotiated Task Order Scope of Services as stated above under such control and supervision as the City may deem appropriate.

J. COVENANT AGAINST CONTINGENT FEES

The Consultant shall comply with the relevant requirements of all federal, state, City, or local laws. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City

shall have the right to annul this Agreement without liability, or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

K. EMPLOYMENT OF CITY'S PERSONNEL

The Consultant, directly or through its subconsultants, shall not employ any person or persons that are currently or were in the employ of the City at any time during the term of this Agreement for any work required by the terms of this Agreement, without the written permission of the City except as may otherwise be provided for herein.

L. CONSULTANTS TO COOPERATE WITH OTHER CONSULTANTS

If the City undertakes or awards other contracts for additional related work, the Consultant shall fully cooperate with such other Consultants and the City employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the City. The Consultant shall not commit or permit any act which will interfere with the performance of work by any other Consultant or by City employees.

M. REVIEW OF WORK

Authorized representatives of the City may at all reasonable times review and inspect any project activities and data collected under any task order issued under this Agreement and any amendments thereto. All reports, drawings, studies, specifications, estimates, maps, and computations prepared by or for the Consultant, shall be available to authorized representatives of the City for inspection and review at all reasonable times in the main offices of the City. Acceptance shall not relieve the Consultant of its professional obligation to correct, at its expense, any of its errors in work. City may request at any time and the Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by the Consultant to submit progress reports and/or plans shall be cause to withhold payment to the Consultant until the Consultant complies with the City's request in this regard.

The City's review recommendations shall be incorporated into the plans by the Consultant.

**SECTION 5. RESPONSIBILITY FOR CLAIMS AND LIABILITY AND
INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, the Consultant, shall indemnify the City, its elected and appointed officials, its elected officials, its officers, agents, employees, representatives, and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all liabilities, damages, suits, claims, cost, including but not limited to reasonable attorneys' fees and other legal expenses, liens and judgments actions, or damages of any nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Consultant or other persons employed or utilized by the Consultant in the performance of the Agreement. Consultant's obligation to indemnify as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or

alleged unfair completion disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. These indemnities shall not be limited by reason of the listing of any insurance coverage.

Consultant further agrees to indemnify the City, its elected officials, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by an employee of the Consultant.

These obligations to indemnify the Indemnified Party(ies) shall survive the expiration or termination of this Agreement.

SECTION 6. INSURANCE

A. Requirement:

Consultant shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by the Consultant, its agents, representatives, employees, or subcontractors.

B. Minimum Limits of Insurance:

Consultant shall maintain insurance policies with coverage and limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent Consultants and contractual liability, broad-form property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).
2. Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of \$1,000,000 per occurrence or disease.
4. Professional Liability (Errors and Omissions) Coverage: \$2,000,000 per claim and aggregate is required, in the event Consultant is performing design, engineering or other professional services.
5. Commercial Umbrella or Excess Liability Coverage: \$2,000,000 in liability excess coverage per occurrence above the contracts stated minimum coverage limits for Commercial General

Liability, Commercial Automobile Liability, and the Workers' Compensation and Employers Liability policies of insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage.

C. Deductibles and Self-Insured Retention

Any deductibles or self-insurance retentions must be declared to and approved by City so that City may ensure the financial solvency of the Consultant. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, and employees; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Consultant shall pay all deductibles and be liable for all claims, losses, and damages for which it self-insures.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability, and Umbrella/Excess Insurance
 - (a) Additional Insured Requirement. City of Villa, its elected and appointed officials, officers, boards, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as "Insured Party" or "Insured Parties") are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant, premises owned, leased, or used by the Consultant; and automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Consultant to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.
 - (b) Primary Insurance Requirement. The Consultant's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Consultant's insurance and shall not contribute with it.
 - (c) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
 - (d) Separate Coverage. Coverage shall state that the Consultant's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
 - (e) Defense Costs/Cross Liability. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.

E. Workers' Compensation and Employers Liability Coverage

The Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Consultant, its agents, representatives, employees, or subcontractors. The insurer shall agree to waive all rights of subrogation against City, and its officers, officials, employees, and volunteers for losses arising from the work performed by the Consultant for City.

F. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Consultant for City.

G. All Coverages

1. Notice Requirement.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City of Villa Rica, , 571 W. Bankhead Highway, Villa Rica, Georgia, 30180. City reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

Separate endorsement for each policy, including individual policy number and endorsement language similar to: *"Coverage shall not be suspended, voided, cancelled, reduced in coverage or limits for any reason, other than non-payment of premium, except after thirty (30) days prior written notice has been given to Certificate Holder (City). The Certificate Holder (City) shall be given not less than 10 days prior written notice of cancellation for non-payment of premium."*

2. Acceptability.

The insurance to be maintained by Consultant must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater or be otherwise acceptable to the City. All policies shall be subject to approval by City Attorney's Office as to form and content.

3. Failure of Insurers. The Consultant shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form.

H. Verification of Coverage

Consultant shall furnish City with certificates of insurance and endorsements to the policies

evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to City. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates, endorsements and declaration page shall be furnished at or prior to the time the time this Contract is submitted to City for execution and must be received and approved by City before any work commences. City reserves the right to require complete, certified copies of all required insurance policies at any time. The Consultant shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

I. Subconsultants

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

SECTION 7. COMPENSATION

The City shall compensate the Consultant for actual services and quantity performed and that have been authorized by the City under the terms of this Agreement. The fees for the work to be performed under this Agreement shall be charged to the City in accordance with the fee schedule referenced in Exhibit A. Significant reduction in project scope as determined by the City Engineer may result in a corresponding reduction in compensation. Any increase in scope of services shall receive approval by the City prior to incurring any additional costs.

The Consultant may submit to the City a monthly invoice, in a form acceptable to the City and accompanied by all support documentation requested by the City, for payment for the services which were completed during the billing period. The City shall review for approval said invoices. The City shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by the City, are unreasonably in excess of the actual stage of completion of each phase. The City shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the Consultant to the point indicated by such invoice, or of receipt of acceptance by the City of the services covered by such invoice. The City shall pay any undisputed items contained in such invoices.

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems which have been encountered which may inhibit execution of the work. The Consultant shall also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

Compensation for design services for the City shall be per percent complete for work authorized by the City. The Consultant shall invoice based on the percent of work completed during the billing period. Upon completion by the Consultant of the work and approval thereof by the City, the City will pay the Consultant a sum equal to one hundred percent (100%) of the compensation approved for the completed work, not to exceed the contract amount for each phase of work, less the total of all previous partial payments paid or in the process of payment.

SECTION 8. CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in City of Villa Rica, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

SECTION 9. CONTRACT TERMINATION FOR CAUSE

The City may terminate this Agreement for cause upon ten (10) days prior written notice to the Consultant in part or in whole upon the Consultant's default in the performance of any term of this Agreement. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

The Consultant shall be paid for any validated services under this Agreement up to the time of termination.

SECTION 10. TERMINATION FOR CONVENIENCE

The City may terminate this Agreement for its convenience at any time upon 30 days written notice to the Consultant. In the event of the City's termination of this Agreement for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Consultant, which shall itemize each element of performance.

All such expenses shall be properly documented and submitted to the City Manager or their designee for processing and payment. The City of Villa Rica City Council shall be the final authority in the event of any disputes over authorized costs between the Director and the Consultant.

SECTION 11. TERMINATION FOR FUND APPROPRIATION

The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Consultant which shall itemize each element of performance and said completion shall be subject to verification by the City.

SECTION 12. PERSONNEL

The Consultant represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement, none of whom shall be employees of, or have any contractual relationship with, the City. Primary liaison with the City will be through its designee. All of the services required hereunder will be performed by the Consultant under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

The Consultant shall employ, in responsible charge of supervision and design of any work, only persons duly registered in the appropriate category; and further employs only qualified surveyors in responsible charge of any survey work.

The Consultant shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the Consultant and responsible for any work prescribed by this Agreement.

SECTION 13. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Consultant agrees as follows: (1) the Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age or disability; (2) the Consultant will, in all solicitations or advertisements for employees placed for qualified applicants, provide applicants consideration for employment without regard to race, creed, color, sex, national origin, age or disability; (3) the Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subconsultant, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

SECTION 14. ASSIGNMENT

The Consultant shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Agreement or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

SECTION 15. WAIVER

A waiver by either party of any breach of any provision, term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

SECTION 16. SEVERABILITY

The parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of this Agreement, and that the invalidity of any Agreement provision shall not affect the validity of any other provision or provisions of this Agreement.

SECTION 17. GOVERNING LAW

The parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of Georgia. This Agreement has been signed in City of Villa Rica, Georgia.

SECTION 18. MERGER/INTEGRATION

This Agreement, together with all exhibits attached hereto, represents the sole and entire agreement between the parties named herein with regard to the matters referenced herein and supersedes all previous or prior agreements, understandings, representations or commitments between the parties and their respective officials, officers, directors, consultants, employees and/or representatives with respect to the subject matter hereof. No oral promises, conditions, representations, understandings, interpretations or terms of any kind are in effect between the parties or have been offered as an inducement for either party to execute this document.

SECTION 19. ANTI-KICKBACK CLAUSE

The Consultant hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

SECTION 20. AUDITS AND INSPECTORS

At any time during normal business hours and as often as the City may deem necessary, the Consultant shall make available to the City for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the City to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for three years from the date of final payment under the Agreement for inspection by the City or any reviewing agencies, and copies thereof shall be furnished upon request. The Consultant agrees that the provisions of this Article shall be included in any contracts it may make with any subconsultant, assignee, or transferee.

SECTION 21. CONFIDENTIALITY

The Consultant agrees that its conclusions and any reports are for the confidential information of the City and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the City, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, reports, maps, data, and studies prepared by the Consultant pursuant thereto shall become the property of the City and be delivered to the City Manager or their designee.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the City.

It is further agreed that if any information concerning the project, its conduct, results, or data gathered

or processed should be released by the Consultant without prior approval from the City, the release of same shall constitute grounds for termination of this Agreement without indemnity to the Consultant, but should any such information be released by the City or by the Consultant with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

SECTION 22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared pursuant to this Agreement are the property of the City. The City shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps or other material prepared under this Agreement without according credit of authorship. The City shall hold harmless and indemnify the Consultant against all claims arising out of such use of documents and materials without the Consultant's knowledge and consent.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, said parties have hereto executed this Agreement on this, the _____ day of _____, 202_.

Executed on Behalf of **Consultant**

CONSULTANT:

LOWE ENGINEERS, LLC

By: _____

Printed Name: Richard J. Meehan

Title: Principal

ATTEST:

By: _____

Printed Name: _____

Title: _____

CITY OF VILLA RICA

By: _____

Printed Name: _____

Title: Mayor

ATTESTT:

By: _____

Title: City Clerk

EXHIBIT A

Task Order Scope of Services and Fee Schedule
to be provided with each Task Order Work Authorization

DESIGN SERVICES PROPOSAL FEE SCHEDULE

Lowe Engineers, LLC		Hourly Rates (Jan 1- Dec 31)	
Item No.	Billing Category	2023	2024
I.	Principal-In-Charge	\$265.00	\$265.00
2.	Project Manager	\$185.00	\$185.00
3.	Quality Control Engineer	\$185.00	\$185.00
3.	Senior Roadway Engineer	\$125.00	\$155.00
4.	Roadway Engineer	\$105.00	\$120.00
5.	Roadway Technician	\$90.00	\$95.00
7.	Senior Traffic Engineer	\$190.00	\$190.00
8.	Traffic Engineer	\$115.00	\$115.00
9.	Traffic Technician	\$85.00	\$100.00
13.	CADD Technician	\$95.00	\$95.00
14.	Clerical	\$70.00	\$70.00
15.	Principal Surveyor	\$240.00	\$240.00
16.	Registered Surveyor	\$220.00	\$220.00
17.	Senior Surveyor	\$125.00	\$125.00
18.	Survey Technician	\$100.00	\$100.00
19.	2-Person Survey Crew	\$150.00	\$150.00
20.	3-Person Survey Crew	\$160.00	\$160.00
21.	GPS Crew	\$150.00	\$150.00

EXHIBIT B

Project Schedule

to be provided with each Task Order Work Authorization



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Professional Services Agreement with Lowe Engineers

AGENDA DATE: January 10, 2023

DATE PREPARED: December 21, 2022

PREPARED BY: Tom Barber

AMOUNT: See hourly rates – Exhibit A

GL ACCOUNT #: Various

FUNDING SOURCE: By project

BUDGETED ITEM? No

PURPOSE: To approve a professional services agreement with Lowe Engineers.

BACKGROUND: Lowe Engineers is a transportation engineering firm. They were recommended to the City by the engineer currently working for Fuqua Development on their Villa Rica project. They will be assisting us with the design of new roads and road upgrades.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: Staff does not currently have the time or expertise to provide this service.

MOTION: I move to authorize the Mayor to approve the attached master services agreement with Lowe Engineers to provide transportation engineering services.

**STATE OF GEORGIA
CITY OF VILLA RICA**

MASTER TASK ORDER AGREEMENT

This Agreement is made and entered into by and between **City of Villa Rica**, Georgia, hereinafter referred to as the "**City**" and **Lowe Engineers, LLC**, a Corporation authorized to do business in the State of Georgia, hereinafter referred to as the "**Consultant**."

WHEREAS, the City desires to enter into an indefinite delivery, indefinite quantity contract with an experienced consulting firm to furnish professional services on an "as needed" basis pursuant to negotiated task orders in the following categories: (a) Highway Design: Roadway, Intersection, Signal, Surveying; (c) Traffic Engineering.

WHEREAS, the Consultant has represented to the City that it is experienced and qualified to provide the services in the categories of (a) Highway Design: Roadway, Intersection, Signal, Surveying; and (b) Traffic Engineering and the City has relied upon such representations.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the City and the Consultant that the Consultant shall provide professional consulting services on an "as needed" basis pursuant to negotiated task orders in the following categories: (a) Highway Design: Roadway, Intersection, Signal, Surveying; and (b) Traffic Engineering. The City and Consultant further agree that the Consultant shall provide these Professional Services at fees not greater than those submitted in the Consultant's Proposal and pursuant to the provisions and terms of this indefinite delivery, indefinite quantity Master Task Order Agreement (Agreement).

Delivery or performance of the Professional Services shall be made only as authorized by task orders issued for certain projects with defined scopes of work identified by City. The City may, in its sole discretion, issue multiple task orders to Consultant requiring services on multiple projects. If the City determines that it is most advantageous for the City to obtain the same or similar Professional Services from another professional consultant, pursuant to a separate agreement with another source, it may do so.

The Consultant is not assured, guaranteed, or promised that any task orders shall be issued to Consultant for Professional Services pursuant to this Agreement and the Consultant is not assured, guaranteed, or promised that any minimum amount of compensation shall be paid to Consultant for Professional Services pursuant to this Agreement.

The City shall determine, in its sole discretion, whether it is in the City's best interest to issue an independent Request for Proposals for a project or to negotiate a task order pursuant to this Agreement or any other Agreement for Professional Services.

If the City determines that it is most advantageous for the City to negotiate a task order with the Consultant pursuant to this Agreement, then the City shall prepare a written Task Order Scope of Services for the project and request a "not to exceed" cost estimate from the Consultant based on the Consultant's prices and costs contained in its Proposal. If the City and the Consultant are able to successfully negotiate a not to exceed price for the Task Order Scope of Services, then the Task Order Scope of Services shall be submitted to the City of Villa Rica City Council for approval

If an independent RFP is issued by the City for a project for Professional Services, then the Consultant shall be eligible to respond to the Request for Proposals and shall not be disqualified from responding due to entering into this Agreement with the City.

This Agreement between the City and the Consultant is comprised all attached and referenced documents; the Consultant's Proposal and all attached and referenced documents, and any resultant task order(s), which by reference are all specifically incorporated herein and made a part hereof.

SECTION 1. SCOPE OF SERVICES

General Task Order Scope of Services

The Professional Services to be furnished by the Consultant under this Agreement shall be those necessary to provide all related and necessary professional services for any negotiated task order. The Consultant shall perform the services under this Agreement as an independent consultant and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be the agent, employee, or representative of the City.

If the City determines, in its sole discretion, that there is a need for Professional Services for a project from the Consultant, then the Consultant shall submit the following documents in substantially the form attached hereto: Task Order Scope of Services and Fee Schedule (Exhibit A), Project Schedule (Exhibit B), which by reference are all specifically incorporated herein and made a part hereof. If a task order is negotiated, the Task Order Project Schedule constitutes a material term of this Agreement and Consultant shall strictly abide by such schedule. Should Consultant anticipate delays after the task order is negotiated it shall notify the City immediately. Any modifications to an agreed upon schedule will need to be submitted in writing for approval by the City.

The Consultant shall gather from the City all available data and information pertinent to the performance of the services for any negotiated task order project. The City shall have the final decision as to what data and information is pertinent.

The Consultant shall ensure that the data and information meet applicable standards as specified herein and any negotiated task order.

The Consultant shall immediately upon discovery report in writing to the City any discovery of errors or omissions contained in the data and information furnished by the City.

The Consultant shall visit and become familiar with any project site and shall become acquainted with local conditions involved in carrying out any negotiated task order under this Agreement. The Consultant may request that a representative of the City be present during any initial site visit.

The Consultant shall recommend and secure the City's written approval of the manner of project plans presentation and the methods to be used in the plan preparation so that these plans can be best utilized, as determined by the Consultant, and approved by the City, in the orderly preparation of negotiated services. All state- and federal-funded projects shall follow state and federal plan production guidelines and requirements.

Upon receipt of the City's written approval of the manner of the project plan presentation and

methods of plan preparation, the Consultant shall proceed with implementation of plan preparation.

The completion schedule shall be mutually agreed upon by the City and the Consultant prior to written authorization to proceed and as detailed on Project Schedule (Exhibit B), for each phase or work task contained in Task Order Scope of Services (Exhibit A). The Consultant shall recognize that time is of the essence for each negotiated task order.

SECTION 2. EFFECTIVE DATE, TERM OF SERVICES

The effective date of this Agreement shall be January 1, 2023. The term of this Agreement shall be for a period of two years from the effective date, ending on December 31, 2025 ("End Date"). Any approved task order issued during the term of this Agreement and not completed within the term of this Agreement shall be completed by the Consultant within the time specified in the task order(s) Project Schedule (Exhibit B). Exhibit B may be amended as needed by mutual agreement and approved by the City. The parties' rights and obligations with respect to that task order(s) shall be the same as if the task order(s) were completed within the term of the Agreement.

The City reserves its right to extend the term of this Agreement for a period of one (1) additional year by written notice to the Consultant at least thirty (30) days prior to the End Date.

SECTION 3. AMOUNT OF CONTRACT

It is agreed that the compensation hereinafter specified to perform Professional Services required by any negotiated Task Order Scope of Services includes both direct and indirect costs chargeable to the project and shall be limited to the Task Order Scope of Services and Fee Schedule (Exhibit A). The cumulative cost of all negotiated Task Order Scope of Services issued to Consultant shall not exceed \$500,000.00 per year or \$1,000,000.00 for the term of this two (2) year Agreement. Any fees paid to the Consultant pursuant to an independent Request for Proposals issued by the City for a project for Professional Services and not paid pursuant to a task order under this Agreement, shall not be included in the \$500,000.00 per year or \$1,000,000.00 for the term of this Agreement.

SECTION 4. GENERAL CONDITIONS

A. CONSULTANT COORDINATION

The Consultant shall cooperate fully with the City, Georgia Department of Transportation (GDOT), consultants on adjacent projects, consultants for final bridge plans, municipalities and local government officials, utility companies, railroads, and others, as may be directed by the City. Such cooperation shall include attendance at meetings, discussions, and hearings, as may be requested by the City, and furnishing plans and other data produced in the course of work on any task order project, as may be requested from time to time by the City to affect such cooperation and compliance with all directives issued by the City.

It is understood and agreed that City and other governmental agencies may have access to the work and be furnished information as directed by the City.

B. COORDINATION WITH CITY HISTORIC PRESERVATION PLANNER

The Consultant shall request from and coordinate with the City Historic Preservation Planner (HP) or the HP's designee information relative to the presence of cultural, historical, archaeological, or other important sites located in the land lots to be affected by design or construction. This coordination shall be implemented as soon as possible after receipt of Notice to Proceed (NTP) from the City. Coordination with the HP will not relieve the Consultant of additional responsibilities related to historic properties which may be required in order to secure a U.S. Army Corps of Engineers permit, if required, for the project.

C. COORDINATION WITH THE NATIONAL GEODETIC SURVEY

The Consultant shall contact the National Geodetic Survey (NGS) advisor at the Georgia Department of Community Affairs (DCA) to request data on geodetic control points during the preliminary evaluation phase of any project design. Continued coordination with the advisor to relocate and/or preserve affected control points will be maintained throughout the project duration. This coordination shall be implemented as soon as possible after receipt of any task order Notice to Proceed (NTP) by the City.

D. COORDINATION WITH UTILITIES

The Consultant shall furnish plans and/or electronic files to the City, or as directed by the City, and check the utilities' submitted plans for avoidance of conflicts with the road construction details or with the facilities of other utilities. This will require numerous submittals to the City. The City shall provide a final set of construction plans to all affected utility owners when the project is being bid. The Consultant shall make no commitments with the utilities that are binding upon the City.

E. RIGHT TO ENTER

The Consultant will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing surveys or other field investigations in accordance with state law and the practices of the City. The Consultant shall discuss with and receive approval from City prior to sending said notices of intent to enter private property. Upon request by the Consultant, the City will provide the necessary documents identifying the Consultant as being in the employ of the City for the purpose described in the task order under this Agreement. If the property owner or occupant denies the Consultant permission to enter, such incident will be reported to the City and the City will initiate such action as is dictated by current policy and procedure.

F. ACCURACY OF WORK

Consultant agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm, and substantial, workman-like manner, the work specified in any negotiated task order, in strict conformity with the Bid Proposal and Scope of Services. The Consultant shall be responsible for the accuracy of the work and shall promptly correct errors and omissions without additional compensation.

Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

At any time during the construction of the improvement provided for by the plans or during any phase of work performed by others based on data secured by the Consultant under any task order, the Consultant shall confer with the City for the purpose of interpreting the information obtained and to correct any errors

or omissions made by it. The Consultant shall prepare any plans or data required by the City to correct its errors or omissions. The above consultation, clarification, or correction shall be made without added compensation to the Consultant. The Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

G. PROJECT MANAGER

The City of Villa Rica City Manager or their duly appointed representatives shall act as the Project Manager between the Consultant and the City and all utilities, and authorities or governments whose properties will be affected. The Consultant shall arrange for conferences and exchanges of data and information and for necessary approvals.

All correspondence, data, information, and reports shall be directed to the Project Manager to provide for proper distribution to the parties concerned.

All conferences, including telephone conversations and decisions, shall be reduced to writing by the Consultant and a copy of the minutes shall be forwarded to the Project Manager within seven (7) calendar days of the event.

The Consultant shall meet with the City for review of any task order work on a regular monthly basis or as determined by the Project Manager.

The Project Manager will expedite any necessary decisions affecting the Consultant's performance of any task order under this Agreement, but the Consultant shall not make use of the Project Manager's services on trivial or minor matters normally to be decided by the Consultant.

H. DELIVERY OF NOTICES

All written notices, demands, and other papers or documents to be delivered to the City under any issued task order under this Agreement shall be delivered to the City of Villa, 571 W. Bankhead Highway, Villa Rica, Georgia, 30180, Attention: City Manager, or at such other place or places as may be subsequently designated by written notice to the Consultant. All written notices, demands, and other papers or documents to be delivered to the Consultant under this Agreement shall be directed to or at such a place or places subsequently to be designated in writing by the Consultant to the City.

I. SUPERVISION AND CONTROL

The Consultant shall perform the services required to accomplish any negotiated Task Order Scope of Services as stated above under such control and supervision as the City may deem appropriate.

J. COVENANT AGAINST CONTINGENT FEES

The Consultant shall comply with the relevant requirements of all federal, state, City, or local laws. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City

shall have the right to annul this Agreement without liability, or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

K. EMPLOYMENT OF CITY'S PERSONNEL

The Consultant, directly or through its subconsultants, shall not employ any person or persons that are currently or were in the employ of the City at any time during the term of this Agreement for any work required by the terms of this Agreement, without the written permission of the City except as may otherwise be provided for herein.

L. CONSULTANTS TO COOPERATE WITH OTHER CONSULTANTS

If the City undertakes or awards other contracts for additional related work, the Consultant shall fully cooperate with such other Consultants and the City employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the City. The Consultant shall not commit or permit any act which will interfere with the performance of work by any other Consultant or by City employees.

M. REVIEW OF WORK

Authorized representatives of the City may at all reasonable times review and inspect any project activities and data collected under any task order issued under this Agreement and any amendments thereto. All reports, drawings, studies, specifications, estimates, maps, and computations prepared by or for the Consultant, shall be available to authorized representatives of the City for inspection and review at all reasonable times in the main offices of the City. Acceptance shall not relieve the Consultant of its professional obligation to correct, at its expense, any of its errors in work. City may request at any time and the Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by the Consultant to submit progress reports and/or plans shall be cause to withhold payment to the Consultant until the Consultant complies with the City's request in this regard.

The City's review recommendations shall be incorporated into the plans by the Consultant.

**SECTION 5. RESPONSIBILITY FOR CLAIMS AND LIABILITY AND
INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, the Consultant, shall indemnify the City, its elected and appointed officials, its elected officials, its officers, agents, employees, representatives, and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all liabilities, damages, suits, claims, cost, including but not limited to reasonable attorneys' fees and other legal expenses, liens and judgments actions, or damages of any nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Consultant or other persons employed or utilized by the Consultant in the performance of the Agreement. Consultant's obligation to indemnify as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or

alleged unfair completion disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. These indemnities shall not be limited by reason of the listing of any insurance coverage.

Consultant further agrees to indemnify the City, its elected officials, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by an employee of the Consultant.

These obligations to indemnify the Indemnified Party(ies) shall survive the expiration or termination of this Agreement.

SECTION 6. INSURANCE

A. Requirement:

Consultant shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by the Consultant, its agents, representatives, employees, or subcontractors.

B. Minimum Limits of Insurance:

Consultant shall maintain insurance policies with coverage and limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent Consultants and contractual liability, broad-form property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).
2. Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of \$1,000,000 per occurrence or disease.
4. Professional Liability (Errors and Omissions) Coverage: \$2,000,000 per claim and aggregate is required, in the event Consultant is performing design, engineering or other professional services.
5. Commercial Umbrella or Excess Liability Coverage: \$2,000,000 in liability excess coverage per occurrence above the contracts stated minimum coverage limits for Commercial General

Liability, Commercial Automobile Liability, and the Workers' Compensation and Employers Liability policies of insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage.

C. Deductibles and Self-Insured Retention

Any deductibles or self-insurance retentions must be declared to and approved by City so that City may ensure the financial solvency of the Consultant. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, and employees; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Consultant shall pay all deductibles and be liable for all claims, losses, and damages for which it self-insures.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability, and Umbrella/Excess Insurance
 - (a) Additional Insured Requirement. City of Villa, its elected and appointed officials, officers, boards, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as "Insured Party" or "Insured Parties") are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant, premises owned, leased, or used by the Consultant; and automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Consultant to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.
 - (b) Primary Insurance Requirement. The Consultant's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Consultant's insurance and shall not contribute with it.
 - (c) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
 - (d) Separate Coverage. Coverage shall state that the Consultant's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
 - (e) Defense Costs/Cross Liability. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.

E. Workers' Compensation and Employers Liability Coverage

The Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Consultant, its agents, representatives, employees, or subcontractors. The insurer shall agree to waive all rights of subrogation against City, and its officers, officials, employees, and volunteers for losses arising from the work performed by the Consultant for City.

F. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Consultant for City.

G. All Coverages

1. Notice Requirement.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City of Villa Rica, , 571 W. Bankhead Highway, Villa Rica, Georgia, 30180. City reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

Separate endorsement for each policy, including individual policy number and endorsement language similar to: *"Coverage shall not be suspended, voided, cancelled, reduced in coverage or limits for any reason, other than non-payment of premium, except after thirty (30) days prior written notice has been given to Certificate Holder (City). The Certificate Holder (City) shall be given not less than 10 days prior written notice of cancellation for non-payment of premium."*

2. Acceptability.

The insurance to be maintained by Consultant must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater or be otherwise acceptable to the City. All policies shall be subject to approval by City Attorney's Office as to form and content.

3. Failure of Insurers. The Consultant shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form.

H. Verification of Coverage

Consultant shall furnish City with certificates of insurance and endorsements to the policies

evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to City. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates, endorsements and declaration page shall be furnished at or prior to the time the time this Contract is submitted to City for execution and must be received and approved by City before any work commences. City reserves the right to require complete, certified copies of all required insurance policies at any time. The Consultant shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

I. Subconsultants

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

SECTION 7. COMPENSATION

The City shall compensate the Consultant for actual services and quantity performed and that have been authorized by the City under the terms of this Agreement. The fees for the work to be performed under this Agreement shall be charged to the City in accordance with the fee schedule referenced in Exhibit A. Significant reduction in project scope as determined by the City Engineer may result in a corresponding reduction in compensation. Any increase in scope of services shall receive approval by the City prior to incurring any additional costs.

The Consultant may submit to the City a monthly invoice, in a form acceptable to the City and accompanied by all support documentation requested by the City, for payment for the services which were completed during the billing period. The City shall review for approval said invoices. The City shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by the City, are unreasonably in excess of the actual stage of completion of each phase. The City shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the Consultant to the point indicated by such invoice, or of receipt of acceptance by the City of the services covered by such invoice. The City shall pay any undisputed items contained in such invoices.

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems which have been encountered which may inhibit execution of the work. The Consultant shall also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

Compensation for design services for the City shall be per percent complete for work authorized by the City. The Consultant shall invoice based on the percent of work completed during the billing period. Upon completion by the Consultant of the work and approval thereof by the City, the City will pay the Consultant a sum equal to one hundred percent (100%) of the compensation approved for the completed work, not to exceed the contract amount for each phase of work, less the total of all previous partial payments paid or in the process of payment.

SECTION 8. CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in City of Villa Rica, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

SECTION 9. CONTRACT TERMINATION FOR CAUSE

The City may terminate this Agreement for cause upon ten (10) days prior written notice to the Consultant in part or in whole upon the Consultant's default in the performance of any term of this Agreement. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

The Consultant shall be paid for any validated services under this Agreement up to the time of termination.

SECTION 10. TERMINATION FOR CONVENIENCE

The City may terminate this Agreement for its convenience at any time upon 30 days written notice to the Consultant. In the event of the City's termination of this Agreement for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Consultant, which shall itemize each element of performance.

All such expenses shall be properly documented and submitted to the City Manager or their designee for processing and payment. The City of Villa Rica City Council shall be the final authority in the event of any disputes over authorized costs between the Director and the Consultant.

SECTION 11. TERMINATION FOR FUND APPROPRIATION

The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Consultant which shall itemize each element of performance and said completion shall be subject to verification by the City.

SECTION 12. PERSONNEL

The Consultant represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement, none of whom shall be employees of, or have any contractual relationship with, the City. Primary liaison with the City will be through its designee. All of the services required hereunder will be performed by the Consultant under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

The Consultant shall employ, in responsible charge of supervision and design of any work, only persons duly registered in the appropriate category; and further employs only qualified surveyors in responsible charge of any survey work.

The Consultant shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the Consultant and responsible for any work prescribed by this Agreement.

SECTION 13. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Consultant agrees as follows: (1) the Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age or disability; (2) the Consultant will, in all solicitations or advertisements for employees placed for qualified applicants, provide applicants consideration for employment without regard to race, creed, color, sex, national origin, age or disability; (3) the Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subconsultant, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

SECTION 14. ASSIGNMENT

The Consultant shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Agreement or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

SECTION 15. WAIVER

A waiver by either party of any breach of any provision, term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

SECTION 16. SEVERABILITY

The parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of this Agreement, and that the invalidity of any Agreement provision shall not affect the validity of any other provision or provisions of this Agreement.

SECTION 17. GOVERNING LAW

The parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of Georgia. This Agreement has been signed in City of Villa Rica, Georgia.

SECTION 18. MERGER/INTEGRATION

This Agreement, together with all exhibits attached hereto, represents the sole and entire agreement between the parties named herein with regard to the matters referenced herein and supersedes all previous or prior agreements, understandings, representations or commitments between the parties and their respective officials, officers, directors, consultants, employees and/or representatives with respect to the subject matter hereof. No oral promises, conditions, representations, understandings, interpretations or terms of any kind are in effect between the parties or have been offered as an inducement for either party to execute this document.

SECTION 19. ANTI-KICKBACK CLAUSE

The Consultant hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

SECTION 20. AUDITS AND INSPECTORS

At any time during normal business hours and as often as the City may deem necessary, the Consultant shall make available to the City for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the City to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for three years from the date of final payment under the Agreement for inspection by the City or any reviewing agencies, and copies thereof shall be furnished upon request. The Consultant agrees that the provisions of this Article shall be included in any contracts it may make with any subconsultant, assignee, or transferee.

SECTION 21. CONFIDENTIALITY

The Consultant agrees that its conclusions and any reports are for the confidential information of the City and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the City, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, reports, maps, data, and studies prepared by the Consultant pursuant thereto shall become the property of the City and be delivered to the City Manager or their designee.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the City.

It is further agreed that if any information concerning the project, its conduct, results, or data gathered

or processed should be released by the Consultant without prior approval from the City, the release of same shall constitute grounds for termination of this Agreement without indemnity to the Consultant, but should any such information be released by the City or by the Consultant with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

SECTION 22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared pursuant to this Agreement are the property of the City. The City shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps or other material prepared under this Agreement without according credit of authorship. The City shall hold harmless and indemnify the Consultant against all claims arising out of such use of documents and materials without the Consultant's knowledge and consent.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, said parties have hereto executed this Agreement on this, the _____ day of _____, 202_.

Executed on Behalf of **Consultant**

CONSULTANT:

LOWE ENGINEERS, LLC

By: _____

Printed Name: Richard J. Meehan

Title: Principal

ATTEST:

By: _____

Printed Name: _____

Title: _____

CITY OF VILLA RICA

By: _____

Printed Name: _____

Title: Mayor

ATTESTT:

By: _____

Title: City Clerk

EXHIBIT A

Task Order Scope of Services and Fee Schedule
to be provided with each Task Order Work Authorization

DESIGN SERVICES PROPOSAL FEE SCHEDULE

Lowe Engineers, LLC		Hourly Rates (Jan 1- Dec 31)	
Item No.	Billing Category	2023	2024
I.	Principal-In-Charge	\$265.00	\$265.00
2.	Project Manager	\$185.00	\$185.00
3.	Quality Control Engineer	\$185.00	\$185.00
3.	Senior Roadway Engineer	\$125.00	\$155.00
4.	Roadway Engineer	\$105.00	\$120.00
5.	Roadway Technician	\$90.00	\$95.00
7.	Senior Traffic Engineer	\$190.00	\$190.00
8.	Traffic Engineer	\$115.00	\$115.00
9.	Traffic Technician	\$85.00	\$100.00
13.	CADD Technician	\$95.00	\$95.00
14.	Clerical	\$70.00	\$70.00
15.	Principal Surveyor	\$240.00	\$240.00
16.	Registered Surveyor	\$220.00	\$220.00
17.	Senior Surveyor	\$125.00	\$125.00
18.	Survey Technician	\$100.00	\$100.00
19.	2-Person Survey Crew	\$150.00	\$150.00
20.	3-Person Survey Crew	\$160.00	\$160.00
21.	GPS Crew	\$150.00	\$150.00

EXHIBIT B

Project Schedule

to be provided with each Task Order Work Authorization



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Work Order 22.12.05 with Lowe Engineers

AGENDA DATE: January 10, 2023

DATE PREPARED: December 21, 2022

PREPARED BY: Tom Barber

AMOUNT: \$54,635

GL ACCOUNT #: 323-4210-541300

FUNDING SOURCE: Carroll SPLOST

BUDGETED ITEM? Yes

PURPOSE: To approve a Work Order 22.12.05 with Lowe Engineers.

BACKGROUND: Lowe Engineers has been asked to propose on the engineering design of the intersection improvements at Shoreline Parkway and Punkintown Road. Another firm has been used to produce the concept design but their responsiveness has not been adequate and a change is needed.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: Staff does not currently have the time or expertise to provide this service.

MOTION: I move to authorize the Mayor to approve attached Work Order 22.12.05 with Lowe Engineers to provide design services for intersection improvements at Shoreline Parkway and Punkintown Road for an amount not to exceed \$54,635.

SCOPE PROPOSAL



Project: Mirror Lake Boulevard at Shoreline Drive
Intersection Improvements
Client: City of Villa Rica – Department of Public Works
Date: December 6, 2022

PROJECT UNDERSTANDING

Lowe Engineers, LLC (CONSULTANT) agrees to provide professional engineering services to the City of Villa Rica (CLIENT) for the design of improvements for the intersection of Mirror Lake Boulevard at Shoreline Drive.

All design improvements will follow the applicable standards for the Georgia Department of Transportation (GDOT) Guidelines, Specifications and Standards, Manual of Uniform Traffic Control Devices (MUTCD), AASHTO "Green Book", AASHTO Roadside Design Guidelines, GDOT Drainage Manual, applicable City of Villa Rica Details and Specifications, City of Villa Rica Stormwater policies for linear transportation projects, and the Georgia Manual for Erosion and Sedimentation Control.

PROJECT CORRIDOR

The total project length is approximately 0.23 miles or 600-ft in both directions from the intersection. The posted speed is 35-mph for Mirror Lake Boulevard and 25-mph for Shoreline Drive. There is a new connector road proposed for the west leg of the intersection that is proposed to tie to Cleghorn Street/Anderson Road. The current ADT for Mirror Lake Boulevard is about 17,000 vehicles per day (vpd) and the current ADT for Shoreline Drive is about 2,500 vpd based on available count data provided by the CLIENT. The CLIENT has also provided AM/Noon/PM Peak Turning Movement Counts (TMC) for the existing intersection. The scope of services will include performing design improvements to add north and southbound left turn lanes and a southbound right turn lane at the intersection and to design a new traffic signal to accommodate the proposed west leg. The project scope will consist of the following items:

SCOPE OF SERVICES

The project scope will consist of the following items:

Phase 1a – Traffic Analysis

Utilizing the Average Daily Traffic and Turning Movement County data provided by the Client. A capacity and operational analysis of the intersection will be prepared to determine optimal phasing, including left turn phasing warrants, and turn lane storage length requirements. A traffic memo summarizing the findings and recommendations will be prepared.

Phase 1b –Design Plans

Upon the Notice to Proceed, LOWE will begin the design of the construction plans utilizing the survey data provided by the developer of the adjacent shopping center. This phase will develop the improvements and the refined project footprint and prepare construction plans for the project. Upon finalizing all geometric elements, LOWE will develop roadway cross sections, at 50' intervals with the creation of the appropriate plan sheets and any special grading. The earthwork volumes will be generated for quantification along with slopes and guardrail, as applicable. Since the widening needed for the turn lanes is proposed all for the west side of Mirror Lake Boulevard in conjunction with the proposed development on that side, it is assumed that no retaining walls will be required. It

is also assumed that any additional right-of-way needed for the intersection will be dedicated by the proposed development. The design will include all necessary drainage design including layout and profiles. During the design of the drainage, LOWE will devote special attention to all underground utilities to attempt to minimize and eliminate conflicts. A Utility Submittal will be prepared and sent to the CLIENT. The CLIENT will coordinate with the utility owners for verification of existing facilities. Striping/signing/markings and Signal plans associated with the improvements will be prepared including required crosswalks coordinated with ADA ramps. The erosion control BMPs will be completed with the project assumed to be less than one acre of disturbance. Lastly, draft Special Provisions will be completed for any applicable situations. Each of these items will be compiled into a set of construction plans. After completing quantities and in-house quality control review, LOWE will prepare a 90% plans package and request and attend a Field Plan Review (FPR) with the CLIENT including a field walk.

The Plan set will include, at a minimum, the following:

- *Cover Sheet, Index Sheet, General Notes, Typical Sections, Summary of Quantities/Detailed Estimate, Quantities by Amendment/Use on Construction, Mainline Plan & Profile Sheets, Sideroad Plan & Profiles Sheets, Driveway Profiles, Utility Plans, Cross-Sections, Striping/Signing/Marking Plans, Signal Plans, Drainage Area Map, Drainage Profiles, Erosion, Sedimentation and Pollution Control Plans, Standard Drawings and Special Details (reference list only).*

Final Construction/PS&E Plans

LOWE will incorporate any comment resulting from the FPR Report to the design files and construction plans. At the appropriate time, dependent on the Letting Schedule, LOWE will prepare two half-size sets of the Erosion and Sedimentation Control Plans and submit to the City of Villa Rica Erosion & Sedimentation Compliance Manager for review. Since the overall disturbed area is expected to be less than 1 acre, it is assumed that no submittal to GAEPD will be required. At the conclusion of these activities the Final package and Conformed Plans will be submitted to the CLIENT.

DELIVERABLES:

- 1) Traffic Analysis Memo
- 2) 90% Plans/FPR submittal (Full-size)
- 3) Special Provisions (as required)
- 4) 90% Plans/FPR Cost Estimate
- 5) Erosion Sedimentation Control Plans (2 – ½ size)
- 6) Final Plans/PS&E submittal for Bidding
- 7) Final Cost Estimate
- 8) Design files (dgn)

MEETINGS

The scope of services and fees defined within include meetings with the CLIENT and key stakeholders. For the purposes of this contract, we have allocated for the following meetings:

- (1) Kickoff Meeting
- (2) Monthly/Status Meeting Calls during design development
- (1) Field Plan Review (FPR) meeting
- (1) Pre-Bid Meeting
- (1) Pre-Con Meeting

ITEMS TO BE PROVIDED BY CLIENT/OTHERS

1. Any known geotechnical areas unsuitable for construction, environmental contaminated areas, or elements to be retained or avoided.

2. Survey Base CAD Files, including Digital Terrain Model (DTM)
3. Design Plans any adjacent projects or future projects whether roadway improvement project, private development, or planning masterplan
4. Any known corridor deficiencies which have previously been studied or identified by the CLIENT.
5. Any known locations or depths for utilities along the corridor which could impact alternatives evaluated.
6. Any previously completed traffic studies, volumes, safety audit, and accident data.
7. All Public Meeting scope and activities

SCHEDULE

A schedule showing milestones and completion dates will be coordinated with the CLIENT and the default schedule will be modified to reflect the actual Notice to Proceed at the appropriate time.

ASSUMPTIONS

1. Field and Property Surveys will be performed by others.
2. No retaining walls will be required for the project
3. The CLIENT will provide any known geotechnical investigations or conditions within the project area or pertinent design data which is not a required scope of service for LOWE or its subconsultants
4. The development of separate right-of-way plans or individual property plats is excluded. Any right-of-way requirements will be shown on the construction plans
5. Lighting Design and Landscaping Design are not required for the project
6. The CLIENT will coordinate all submittals and communication directly with the utility companies.
7. The completion of Subsurface Utility Engineering (SUE) is excluded and the location for any Level-A potholes will be provided by the CLIENT
8. The total disturbed area for the intersection/signal improvement is less than 1 acre and a Notice of Intent (NOI) and full Erosion, Sediment, and Pollution Control Plans for GAEPD submittal will not be required.

EXCLUSIONS

1. Designs, limits, or alternatives other than those outlined within the scope of services.
2. Any other studies not outlined herein.
3. Public Meeting attendance or activities.
4. Any unforeseen coordination meetings not addressed herein.
5. Any phases of work beyond those outlined within this scope of services.
6. Any field and property surveys, environmental studies, structural design, geotechnical investigations, or landscape design.
7. Any additional hard copy plan submittals or deliverables not outlined under submittals.
8. Any special renderings or other special materials beyond typical concept roll plot displays (PDFs).

If it is determined that these services are necessary for this project an *Addendum* will be prepared, with the costs of these services determined and agreed upon before work on these items commences.

FEE SUMMARY

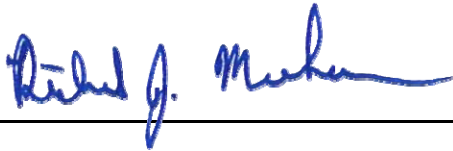
The CONSULTANT will perform the services described within for a Lump Sum cost as follows:

Traffic Analysis	\$ 3,200
Design Plans	\$ 51,435
Total	\$ 54,635

City of Villa Rica

PROFESSIONAL ENGINEERING SERVICES FOR:
Mirror Lake Boulevard at Shoreline Drive
Intersection Improvements

PHASE 1a- Traffic Analysis	\$3,200.00
PHASE 1b - Design Plans	\$51,435.00
TOTAL CONTRACT PROPOSAL	\$54,635.00



Principal

December 6, 2022

Date

City of Villa Rica

COST PROPOSAL

Project: Mirror Lake Boulevard at Shoreline Drive

Firm: Lowe Engineers

Phase: Traffic Analysis

Direct Costs				
PERSONNEL	EST HOURS	RATE/HR	COST(\$)	TOTALS
PRINCIPAL	0	\$ 265.00	\$ -	
PROJECT MANAGER	2	\$ 185.00	\$ 370.00	
QUALITY CONTROL ENGINEER	0	\$ 185.00	\$ -	
SENIOR TRAFFIC ENGINEER	4	\$ 190.00	\$ 760.00	
TRAFFIC ENGINEER	18	\$ 115.00	\$ 2,070.00	
TECHNICIAN	0	\$ 85.00	\$ -	
CLERICAL	0	\$ 70.00	\$ -	
SUBTOTAL CIVIL				\$ 3,200.00
TOTAL DIRECT LABOR				\$ 3,200.00
OVERHEAD (INDIRECT COST ON LABOR ABOVE) <u>0.0%</u> (included in hourly rates)				
LABOR X OVERHEAD RATE = OVERHEAD (\$)				\$ -
TOTAL DIRECT LABOR + OVERHEAD				\$ 3,200.00
DIRECT COSTS (SPECIFY)				
REPRODUCTION			\$ -	
SUPPLIES			\$ -	
TRAVEL				
SUBCONTRACTORS				
Traffic Counts				
			\$ -	
TOTAL DIRECT COSTS				\$ -
TOTAL ESTIMATED COST				\$ 3,200.00
PROFIT <u>0%</u>				\$ -
NOT-TO-EXCEED AMOUNT FOR PHASE <u>Traffic Analysis</u>				\$ 3,200.00

City of Villa Rica

WORK HOUR ESTIMATE

Project: Mirror Lake Boulevard at Shoreline Drive

Phase: Traffic Analysis

#	ITEM/TASK DESCRIPTION	Comments	PRIN	PROJ MGR	QC ENG	SENIOR TRAFFIC	TRAFFIC ENG	TECH	CLER	TOTAL	% OF TOTAL
1	Discipline Management & Coordination			2						2	8%
2	Establish Growth Rates & projected traffic						2			2	8%
3	Prepare Traffic Diagrams									0	0%
4	Internal Quality Assurance Reviews					2				2	8%
5	Prepare Crash Rates									0	0%
6	Crash Analysis									0	0%
7	Operational Analysis					1	12			13	54%
8	Signal Warrant Analysis										
9	Prepare Traffic Engineering Study Memo					1	4			5	21%
10	Traffic Engineering Results/Recommendation Mtg									0	0%
11	Attend Concept Team Meeting									0	0%
12	Traffic Analysis/ Summary for Concept Report									0	0%
13	Prepare Conceptual level signal layout	Assumption of no signal reqd								0	0%
14										0	0%
	TOTAL Traffic		0	2	0	4	18	0	0	24	

City of Villa Rica

COST PROPOSAL

Project: Mirror Lake Boulevard at Shoreline Drive

Firm: Lowe Engineers

Phase: Plans - Rdwy Dsgn

Direct Costs				
PERSONNEL	EST HOURS	RATE/HR	COST(\$)	TOTALS
PRINCIPAL	0	\$ 265.00	\$ -	
PROJECT MANAGER	52	\$ 185.00	\$ 9,620.00	
QUALITY CONTROL ENGINEER	12	\$ 185.00	\$ 2,220.00	
SENIOR ENGINEER	55	\$ 125.00	\$ 6,875.00	
SENIOR TRAFFIC ENGINEER	8	\$ 190.00	\$ 1,520.00	
ENGINEER	148	\$ 105.00	\$ 15,540.00	
TRAFFIC ENGINEER	0	\$ 115.00	\$ -	
TECHNICIAN	174	\$ 90.00	\$ 15,660.00	
CLERICAL	0	\$ 70.00	\$ -	
SUBTOTAL CIVIL				\$ 51,435.00
TOTAL DIRECT LABOR				\$ 51,435.00
OVERHEAD (INDIRECT COST ON LABOR ABOVE) 0.0% (included in hourly rates)				
LABOR X OVERHEAD RATE = OVERHEAD (\$)				\$ -
TOTAL DIRECT LABOR + OVERHEAD				\$ 51,435.00
DIRECT COSTS (SPECIFY)				
REPRODUCTION			\$ -	
SUPPLIES/ MAILINGS			\$ -	
SHIPPING/MAIL			\$ -	
TRAVEL			\$ -	
SUBCONTRACTORS				
TOTAL DIRECT COSTS				\$ -
TOTAL ESTIMATED COST				\$ 51,435.00
PROFIT 0%				\$ -
NOT-TO-EXCEED AMOUNT FOR PHASE Plans - Rdwy Dsgn				\$ 51,435.00

City of Villa Rica

WORK HOUR ESTIMATE

Project: Mirror Lake Boulevard at Shoreline Drive

Phase: Plans - Rdwy Dsgn

#	ITEM/TASK DESCRIPTION	Comments	PRIN	PROJ MGR	QC ENG	SR. ENGR.	SR. TRAFF ENG	ENG	TRAFF ENG	TECH.	CLERICAL	TOTAL	% OF TOTAL
	Preliminary Plan Design Tasks												
1	Discipline Management & Coordination	Client updates, call, emails and oversight		36								36	8.0%
2	Kickoff Meeting			2		2						4	0.9%
3	Enhance Topo and dtm for Detailed Design											0	0.0%
4	Status Meetings/Virtual Calls	2 progress meetings, pre-bid mtg, pre-con meeting		8		4						12	2.7%
5	Geometry/alignments					2		8				10	2.2%
6	Prepare Utility Submittal							2		2		4	0.9%
7	Prepare Auxiliary sheets (Cover, Index, Rev, SOQ, DE)							4		12		16	3.6%
8	Prepare Typical Sections					2		8		4		14	3.1%
9	Prepare Rdwy Plans, Profiles & Drafting	Approx. 1000-LF				6		12		20		38	8.5%
10	Prepare Signing and Marking Plans					2	2	8		8		20	4.5%
11	Prepare Signal Plans						6	12		12		30	6.7%
12	Prepare Rdwy Cross-Sections					2		8		12		22	4.9%
13	Prepare Prelim Driveway Profiles	2 Driveways						2		6		8	1.8%
14	Prepare Sideread Profiles											0	0.0%
15	Prepare Prelim Drainage Design and Layout					4		8		16		28	6.2%
16	Prepare Prelim Drainage Profiles					4		8		16		28	6.2%
17	MS4/Linear Project Outfall Analysis											0	0.0%
18	Evaluate Intersection Sight Distance											0	0.0%
19	Prepare Prelim Erosion, Sed. & Pollution Control Plans	< 1ac				6		8		8		22	4.9%
20	Prepare Drainage Area Map							4		4		8	1.8%
21	Prepare R/W and Easements					2		4		4		10	2.2%
22	Prepare Existing Utility Plans from Utility Co. Markups							4		4		8	1.8%
23	Prepare Prelim Wall Locations, Envelopes, sect, drafting											0	0.0%
24	Prepare Draft Special Provisions	SP 108 or 150				2						2	0.4%
25	Prepare Special Grading Sheet											0	0.0%
26	Prepare Special Construction Details	N/A - none assumed										0	0.0%
27	Prepare Preliminary Staging/MQT Plans											0	0.0%
28	Prepare Quantities/ Detailed Estimate & Costs	Box shts, Detailed Est, Cost Estimate				4		12		16		32	7.1%
29	Contribute to Updates RAW Cost Estimate											0	0.0%
30	Prepare FPR plans for submittal			1		4		8				13	2.9%
31	Participate in FPR			4		4						8	1.8%
32	Address FPR Comments & Responses to Report			1		4		16		20		41	9.1%
37	Compile and submit final ESC plans							4		2		6	#DIV/0!
39	Prepare/ Submit Final PS&E/ Construction Plans					1		8		8		17	#DIV/0!
33	Internal Quality Assurance Review				12							12	2.7%
	TOTAL Roadway		0	52	12	55	8	148	0	174	0	449	

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

City of Villa Rica



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

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

CITY COUNCIL MEETING MINUTES

Holt-Bishop Justice Center, 101 Main Street
Tuesday, November 8, 2022, | 6:00 pm

Meeting Call to Order (Mayor Gil McDougal)

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

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

Invocation: Pastor Susan Jones, Macedonia Baptist Church

Pledge of Allegiance: Officer Cameron Roseberry

Adoption of the Agenda (Mayor Gil McDougal)

Councilman Danny Carter moved to adopt the agenda as presented.

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

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

Citizen Kelly Hite came forward to ask the City to form an Animal Advisory Board to discuss the feral cat populations within the City.

Council Updates (Subjects of General Interest and Concern)

Councilwoman Leslie McPherson spoke of her concerns with inflations effects on property taxes and Covid.

A. Consent Agenda (Mayor Gil McDougal)

1. Contract between City and CVB for Distribution of Funds Pursuant to Hotel/Motel Tax
2. Purchase F150 for Code Enforcement
3. Addendum to the Paycom HRIS
4. 2022 Downtown Development Authority Appointment of Rob Smith
5. AV System Upgrade at V-Plex
6. Fill a Vacancy of the Villa Rica Recreation Advisory Commission with Amy Bradley
7. Purchase and Deploy Five (5) Additional Axon Taser 7 Electronic Control Weapons (ECW) for Use in the Police Department
8. Solid Waste Pickup Change from Weekly to Bi-Weekly or Two Pickups per Month

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

Motion: Councilman Danny Carter moved to adopt the Consent Agenda.

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

B. Governing Body (Mayor Gil McDougal)

1. Approval of Meeting Minutes of October 4, 2022

Motion: Councilwoman Shirley Marchman moved to approve the Meeting Minutes of October 4, 2022.

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

2. Approval of Special Called Meeting Minutes of August 30, 2022

Motion: Councilwoman Leslie McPherson moved to approve the Special Called Meeting Minutes of October 14, 2022.

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

3. 2023 Proposed Council Meetings

Motion: Councilman Matthew Momtahan moved to approve the Option 1 2023 Meeting Calendar.

RESULT:	ADOPTED
MOVER:	Matthew Momtahan, Councilman
SECONDER:	Anna McCoy, Councilwoman
AYES:	Momtahan, Marchman, McCoy
NAYS:	McPherson, Carter

C. Community Development (Tracy Jarvis, Director)

1. VA-13-22 – 395 West Bankhead Highway – Stream Buffer Variance and Public Hearing
(Tracy Jarvis, Community Development Director)

MQSK, LLC of Villa Rica, GA requested a variance for an encroachment of 9,235 square feet into the 75' stream buffer and 2,552 square feet within the 50' stream buffer in order to construct a 1,300 square foot Little Caesar's restaurant, a gasoline service station with a canopy and a 3,250 sq. ft. convenience store.

Public Hearing: Michael McPherson came forward to speak.

Motion 1: Councilman Danny Carter moved to approve the variance requested by MQSK, LLC of Villa Rica, Georgia to encroach into the city's 75' stream buffer by 9,235 square feet.

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

Motion 2: Councilman Danny Carter moved to approve the variance requested by MQSK, LLC of Villa Rica, Georgia to encroach into the city's 50' stream buffer by 2,552 square feet.

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

2. Amendment to Section 7.02 – Offstreet Parking and Loading (Contained in the City of Villa Rica Zoning Code) and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)

The proposed amendment is to revise parking space size requirements, which is currently 10' x 20', and remove all applicable illustrations showing such parking space sizes for 45 degree, 60 degree and 90 degree parking orientations in favor of referencing standards already in existence in the Development Code that call for 9' x 18' spaces.

Public Hearing: No one came forward to speak.

Motion: Councilman Matthew Momtahan moved to approve the proposed amendment to Section 7.02 of the City of Villa Rica Zoning Ordinance as attached hereto.

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

3. Amendment to Section 7.08 – Tree Conservation, Buffers, and Landscaping Compliance (Contained in the City of Villa Rica Zoning Code) and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)

The proposed amendment is to exempt industrial developments from providing offsets and projections on façade walls. Staff also proposes to clarify wordage related to storefront transparency as related to industrial buildings.

Public Hearing: No one came forward to speak.

Motion: Councilman Danny Carter moved to approve the proposed amendment to Section 7.08 of the City of Villa Rica Zoning Ordinance as attached hereto.

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

D. Deputy City Manager/CFO (Sarah Andrews)

1. Increase Police Night Shift Differential

Motion: Councilman Danny Carter moved to approve night shift differential of \$1.50 for all sergeants, corporals and officers effective for current payroll, which processes on November 22, 2022.

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

F. Executive Session (C. David Mecklin, City Attorney)

City Attorney announced the Council will go into Executive Session to discuss the following:

1. To discuss or vote to enter into a contract to purchase, dispose of, or lease real estate subject to approval in a subsequent public vote as provided in Georgia Code section 50-14-39(b)(1)(D).

Motion: Councilman Danny Carter moved to go into executive session.

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

Executive Session Action: City Attorney David Mecklin reported Council wanted to enter into a real estate contract

Motion: Councilman Danny Carter moved to go back into regular session.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman

SECONDER: Shirley Marchman, Councilwoman
AYES: Carter, Marchman, McPherson, Momtahan, McCoy

Motion: Councilman Danny Carter moved to approve Executive Session Action

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

Adjournment: Councilwoman Shirley Marchman moved to adjourn, seconded by Councilwoman Anna McCoy The vote was unanimous. Mayor Gil McDougal adjourned the meeting.

Mayor Gil McDougal

City Clerk Theresa Campbell

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

City of Villa Rica



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

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CITY COUNCIL MEETING MINUTES

Holt-Bishop Justice Center, 101 Main Street
Tuesday, December 13, 2022, | 6:00 pm

Meeting Call to Order (Mayor Pro Tem Matthew Momtahan)

Mayor Pro Tem Matthew Momtahan called the meeting to order at 6 pm.

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

Invocation: Councilwoman Shirley Marchman

Pledge of Allegiance: Officer Chase Gordy

Adoption of the Agenda (Mayor Pro Tem Matthew Momtahan)

Councilman Danny Carter moved to table items B1 and B2 and adopt the agenda as amended.

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

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

- Citizen Dr. Bernice Brooks came forward to speak about her concern that campaign sign removal by Code Enforcement does not comply with State law.
- Citizen David Latick came forward to speak of his positive experience in the Villa Rica Police Department's Citizen Academy.
- Citizen Elnathan Hare spoke of stormwater and drainage issues on multiple sites within the City.
- Citizen Mr. Perez spoke of property line dispute with his neighbor.

Council Updates (Subjects of General Interest and Concern)

- Councilwoman Leslie McPherson addressed the campaign sign issue and her conversation with Code Enforcement.

A. Consent Agenda (Mayor Pro Tem Matthew Momtahan)

1. 2023 Contract for Judge
2. 2023 City Holiday Schedule
3. End of Year Incentive Pay
4. Intergovernmental Agreement with the City of Carrollton for Mental Health Crisis Unit
5. Purchase and Implement a TI RECON Simulator

6. Development, Launch and Utilization of VRPD Specific Mobile Application for Cell Phone Users
7. North Candler Street and West Gordon Street Storm Drainage Improvements and Stream Restoration Engineering Design
8. Auction of Two (2) City Vehicles on GovDeals.com
9. Georgia Department of Natural Resources Proposed Compliance Order
10. Purchase of Water Samplers for the Wastewater Treatment Facilities
11. Cowans Lake Raw Water Pump Station Improvements
12. Northeast Downtown Waterline Replacement/Phase I
13. North Plant Supervisory Control and Data Acquisition (SCADA) Upgrade
14. Replacement of the Storage Nitrification Reactor (SNDR) Volute
15. Approval of the updated resolution with Synovus regarding authorized signatures for the City's bank accounts
16. Adopt a resolution authorizing an investment account with Synovus Trust Company and adopt an investment policy
17. FY23 Budget Amendments: #1 - #12
18. Development of City Branding and Logo
19. To Engage Singlepoint to Assist with Land Acquisition
20. Carroll County FEMA Support Letter

Motion: Councilman Danny Carter moved to adopt the Consent Agenda.

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

E. City Manager's Report (Tom Barber)

City Manager Tom Barber discussed ongoing city projects.

Adjournment: Councilwoman Shirley Marchman moved to adjourn, seconded by Councilman Danny Carter.. The vote was unanimous. Mayor Gil McDougal adjourned the meeting.

Mayor Gil McDougal

City Clerk Theresa Campbell

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

City of Villa Rica



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

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SPECIAL CALLED COUNCIL MEETING MINUTES

Holt Bishop Justice Center, 101 Main Street
Tuesday, December 20, 2022 | 4:30 pm

Meeting Call to Order (Mayor Gil McDougal)

Mayor Gil McDougal called the meeting to order at 4:30 pm.

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

Adoption of Agenda (Mayor Gil McDougal)

Mayor Pro Tem Matthew Momtahan moved to adopt the agenda.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Matthew Momtahan, Mayor Pro Tem
SECONDER:	Shirley Marchman, Councilwoman
AYES:	Momtahan, Marchman, McPherson, McCoy

Public Comment: No one came to make a public comment.

A. Governing Body (Mayor Gil McDougal)

1. Douglas County LOST Distribution from 2023 through 2032

Motion: Councilwoman Shirley Marchman moved to authorize the Mayor to sign the Certificate of Distribution for the LOST Distribution in Douglas County .

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

Adjournment: Councilwoman Shirley Marchman moved to adjourn, seconded by Councilwoman Leslie McPherson. The vote was unanimous. Mayor Gil McDougal adjourned the meeting.

Mayor Gil McDougal

City Clerk Theresa Campbell



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Redistricting of Villa Rica Voting Wards

AGENDA DATE: January 10, 2023 and February 7, 2023

DATE PREPARED: January 9, 2022

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

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

BACKGROUND: The City is required to review whether or not its voting wards comply with the constitutional mandate known as “one-man/one-vote” at the completion of each decennial census. After a review of the census data received by the City subsequent to the 2020 Census, the City has determined that its current voting wards do not comply with the constitutional mandate. Accordingly, the City is obligated to redistrict the voting wards in compliance with existing state and federal law. The City, utilizing the services of the Georgia State Reapportionment Office, has prepared a proposed revision of its voting wards that will comply with all requirements of state law. The attached Ward Map has been reviewed by the City Council and is proposed for adoption prior to the municipal election to be held on November 7, 2023.

Because this Ordinance is a proposed change to the Villa Rica City Charter, it must be adopted pursuant to the Home Rule Provisions allowed by the Georgia Constitution and laws. The Ordinance must be read and considered at two separate meetings and a legal notice run in the legal organ of the County prior to its final adoption. It is anticipated that a first reading of the proposed Ordinance will be made at the January Council meeting with final action to be taken at the February Council meeting.

STAFF RECOMMENDATION: Staff recommends that the Council adopt the proposed Ward Map for the City of Villa Rica in order to bring the City within the constitutional mandates required by state and federal law.

MOTION: For January Council meeting – I move to approve the first reading of the Ordinance to Amend the Charter of the City of Villa Rica for the Purpose of Reapportionment of Representative Districts. For February Council meeting – I move to approve the Ordinance to Amend the Charter of the City of Villa Rica for the Purpose of Reapportionment of Representative Districts as attached hereto including the adoption of a new Ward Map known as Appendix B to the City Charter.

**STATE OF GEORGIA
CITY OF VILLA RICA**

**AN ORDINANCE TO AMEND THE CHARTER OF THE CITY OF VILLA RICA FOR
THE PURPOSE OF REAPPORTIONMENT OF REPRESENTATIVE DISTRICTS
PURSUANT TO O.C.G.A. § 36-35-14 AND 36-53-3**

WHEREAS, the City of Villa Rica voting wards are established in Section 5.10 of the City Charter; and

WHEREAS, 2020 marked the official United States Census conducted since the last adoption of the Villa Rica voting wards;

WHEREAS, the United States Constitution requires that voting districts be drawn to give maximum effect to one-person/one-vote as required by the 14th Amendment to the Constitution;

WHEREAS, O.C.G.A. § 36-36-4.1 authorizes municipalities to reapportion election districts for the next municipal election when annexations or other factors place the municipality on notice that districts may be unconstitutionally out of balance;

WHEREAS, Georgia law also establishes that each reapportionment district shall be formed of contiguous territory with boundary lines the center of streets or other well-defined boundaries, that variations in populations among the districts created comply with the one person-one vote requirements of the Constitution, and the reapportionment is limited to the extent necessary to establish one person-one vote limits and that the number of representative districts may not be changed, O.C.G.A. § 36-35-4.1(b);

WHEREAS, the City must redistrict its voting wards to comply with the foregoing legal requirements;

WHEREAS, a notice of the proposed Charter Amendment, authorized by the General Assembly pursuant to O.C.G.A. § 36-35-3 was published in the Legal Organ for Carroll and Douglas Counties for each of 3 weeks within 60 days of the final action on this ordinance;

WHEREAS, final action on this reapportionment Ordinance is taken more than 180 days prior to the election scheduled for November 7, 2023, in accordance with O.C.G.A. § 36-35-4.1(e); and

NOW THEREFORE, the Mayor and Council for the City of Villa Rica, at consecutive Regular meetings of the Governing Authority for the City of Villa Rica, does HEREBY DECLARE AND ORDAIN as follows:

1. The statements and conclusions contained in the “Whereas” paragraphs above are made the findings of fact of the City Council.

**STATE OF GEORGIA
CITY OF VILLA RICA**

2. Section 5.10(h) of the Charter of the City of Villa Rica, also known as Appendix B of the Charter of the City of Villa Rica is REPEALED in its Entirety.
3. Section 5.10(h) of the Charter of Villa Rica shall read:
 - (h) The boundaries of the five wards for election of Council members shall correspond to these five numbered districts described and attached to and made a part of this Charter and further identified as Plan Name: _____ . Such attachment may also be referred to as Appendix B of the City Charter. Wards 1, 2, 3, 4 and 5 shall be the same territory identified in such attachments as districts 1, 2, 3, 4 and 5, respectively.
4. The City Attorney is directed to provide notice of this redistricting to the Georgia Secretary of State and to the Legislative Reapportionment Office within 30 days of this Ordinance, and to the Office of the United States Attorney General, to the extent the law requires such communication.

SO ORDAINED this _____ day of February, 2023.

Gil McDougal
Mayor

Attest:

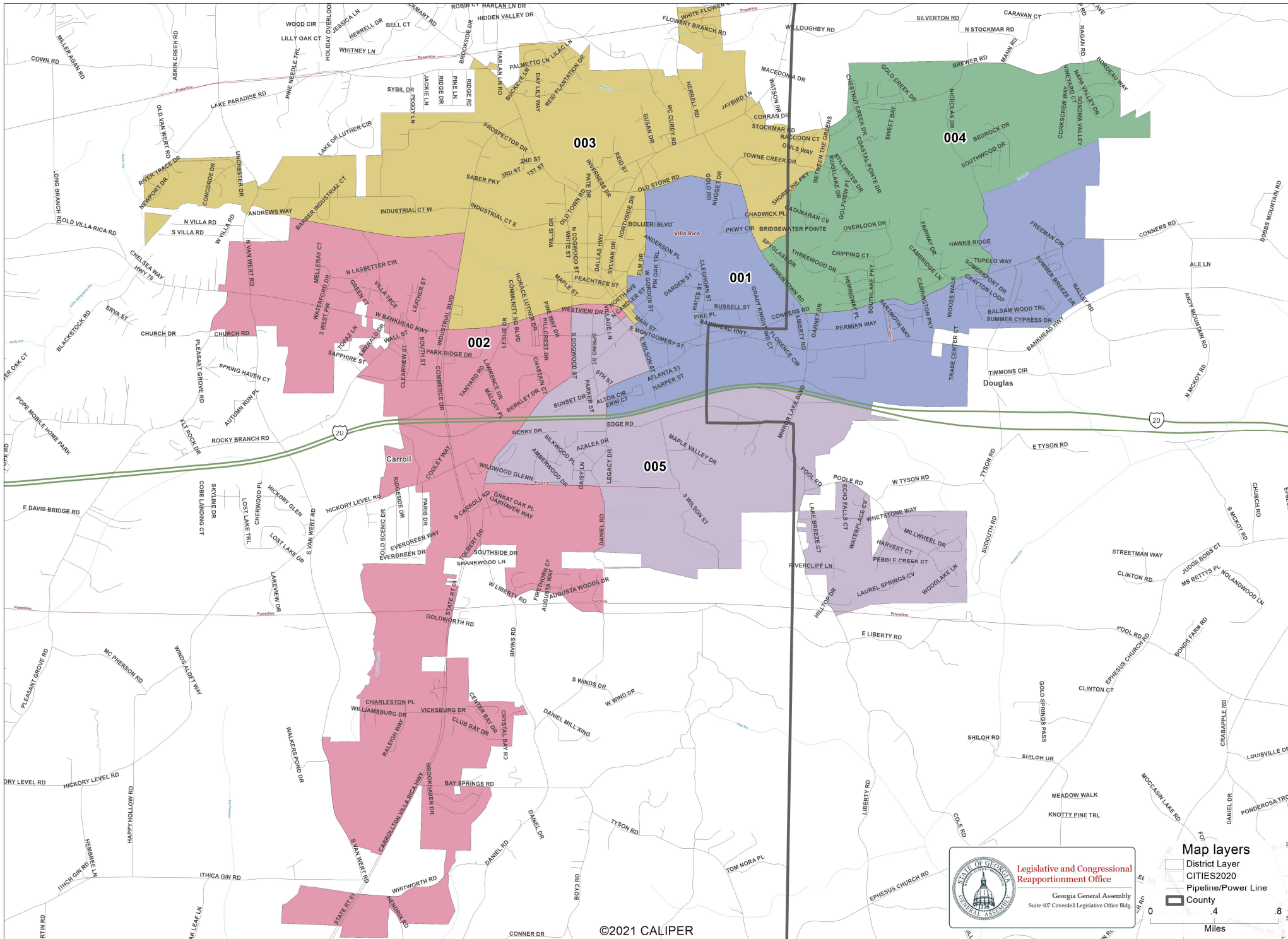
Approved as to form:

Theresa Campbell
City Clerk

C. David Mecklin, Jr.
City Attorney

Proposed Villa Rica City Council Districts

Client: Villa Rica
Plan: villarica-p2-2021
Type: Local



©2021 CALIPER



Map layers
District Layer
CITIES2020
Pipeline/Power Line
County
0 0.4 0.8
Miles



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 157 Commerce Drive LLC dba Chevron Food Mart
AGENDA DATE: January 10, 2023

DATE PREPARED: December 29, 2022 – Correction Issued January 6, 2023
PREPARED BY: Nyree Simpson, Licensing Specialist

PUBLIC HEARING: YES

PURPOSE: Application and public hearing for retail sale of packaged beer, malt beverages and wine. The applicant 157 Commerce Drive LLC dba Chevron Food Mart, Alcohol License Number (ALP) 01-2023 will operate at 157 Commerce Drive, Villa Rica, GA 30180.

BACKGROUND: 157 Commerce Drive LLC has met the criteria for occupational tax licensing and, as a result has been issued an Occupational Tax Permit. Both The Georgia Secretary of State's Corporations Division and Internal Revenue Service recognizes this business to operate as a sole member Limited Liability Corporation. The purpose of the business is to operate as a Convenience Store with Gas Pumps. This is the SIC code classification for occupational tax licensing. This location has operated as a convenience store with gas pumps under different owners for at least the last decade.

STAFF RECOMMENDATION: APPROVAL

IMPACT: N/A

MOTION: I move to approve the request of an alcohol license permit for the business of 157 Commerce Drive LLC dba Chevron Food Mart.



Public Hearing Date

City Council: January 10, 2023

Request: Alcohol License Permit

Project Description: Retail Package of Beer, Malt Beverages & Wine

Applicant: 157 Commerce Drive LLC dba Chevron Food Mart
Licensee: Barkat Ali Lakhani
1830 Kingsbridge Court
Suwanee, GA 30024

Location: 157 Commerce Drive, Villa Rica, GA 30180 – Ward 5

Parcel Number(s): V07 0110091

Current Zoning: C2

Current Land Use: Commercial

Location and Zoning Requirements:

The Alcohol Beverage Ordinance regulates location and zoning statues of the property proposed for serving alcohol as follows:

Sec. 3-46. Zoning Restriction

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

The subject property is zoned CBD.

Sec. 4-70. Proximity Restrictions:

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

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: **Yes**

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

Compliance: **Yes**

Sec. 4-29 Investigation; Hearing:

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

Staff Comments:

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

Recommendation:

Planning Staff recommends **Approval** of the request by 157 Commerce Drive LLC dba Chevron Food Mart (Barkat Ali Lakhani), retail of packaged beer, malt beverages and wine alcohol permit at 157 Commerce Drive, Villa Rica, GA 30180.

Public Response:

The applicant has posted a sign on the premises as well as a notice in the Times-Georgian, notifying the public of the application to obtain an alcoholic beverage license at the location.

Ron Johnson
Planning and Zoning Administrator

Attachments:

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



CITY OF VILLA RICA ALCOHOL LICENSE APPLICATION

INSTRUCTIONS: Every question must be answered fully and correctly. If the space provided is not sufficient, answer the question on a separate sheet and indicate in that space that a separate sheet is attached. When completed, it must be dated, signed and verified under oath by the applicant and filed in person by the applicant with the **Community Development Department at 1605 Carrollton Villa Rica Highway, Villa Rica, GA 30180** together with all supporting documentation and a check for the required non-refundable application fee.

A license issued to an individual shall be issued in the name of the individual. A license issued to a partnership shall be issued in the name of the partnership and in the name of one of the partners who shall be the named licensee. A license issued to a corporation having as its principal business the sale of alcoholic beverages shall be issued in the name of the corporation and in the name of the majority stockholder or a principal officer of the corporation; and such majority stockholder or officer shall be the named licensee. A license issued to a corporation having as its principal business an activity other than the sale of alcoholic beverages shall be issued in the name of the corporation and in the name of the officer or employee of the corporation primarily responsible for the operation of the licensed premises; and such officer or employee shall be the named licensee.

NON-REFUNDABLE APPLICATION FEE

<u>Package Beer</u> \$100	Pouring Restaurant - All \$100	Pouring Supper Club \$500
<u>Package Wine</u> \$100	Pouring Beer & Wine \$100	Supper Club Wine & Beer \$500
Wine Tasting \$100	Wholesale Dealer \$500	Alcohol Catering \$100
Growler \$100	Wine & Craft Beer Boutique \$100	Special Event \$100
Wholesale \$500		

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

- ☒ Retail Package Malt Beverages & Wine - \$300
- ☐ Wholesale License \$5,000.00
- ☐ Retail Package Malt Beverage - \$200
- ☐ Pouring License Restaurant - \$3,500
- ☐ Pouring License Supper Club - \$5,000
- ☐ Pouring License Private Club - \$3,500
- ☐ Growler License (in conjunction with Retail Package Malt Beverage License) - \$200
- ☐ Retail Package Wine - \$100
- ☐ Limited Pouring License Restaurant - \$500
- ☐ Limited Pouring License Supper Club - \$3,000
- ☐ Limited Pouring License Private Club - \$500
- ☐ Alcohol Catering (in conjunction with Limited Pouring License - Restaurant) - \$500
- ☐ Wine Tasting (in conjunction with Retail Package Wine License) - \$100
- ☐ Wine & Craft Beer Boutique - \$500

TYPE OF OUTLET

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

PART I

I. Type of Ownership

- ☐ Individual ☐ Partnership ☒ Corporation

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

Full Name

Address

(B) If corporation/partnership, give corporate/partnership name: 157 COMMERCE DRIVE LLC

BARKAT ALI LAKHANI 1830 Kingsbridge Ct, Suwanee GA 30024

100%

Name, percent interest and legal address of principle stockholders and corporate officers or partners:

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

Describe the principle business of the corporation/partnership:

GAS STATION WITH CONVENIENCE RETAIL STORE

Full name, legal residence, and social security number of the named licensee (a) Individual (b) Principal Officer/Employer (c) Partner, each partner must be a named licensee:

BARKAT ALI LAKHANI

1830 Kingsbridge Ct, Suwanee GA 30024

Full Name

Address

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

3. Trade name of business for which application is made: CHEVRON FOODMART

4. Address of business for which application is made: 157 COMMERCE DRIVE LLC VILLA RICA GA 30180

Phone Number: 404 955 6735

Business

Home

Mailing Address: 3069 AMWILER RD SUITE 9 ATLANTA GA 30360

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

*** PART II ***

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

2. Have you received a copy of the City of Villa Rica Alcoholic Beverage Ordinance? ☒ Yes ☐ No
No application will be processed until receipt of a copy of this ordinance is acknowledged.

3. Have you included with this application a check for the non-refundable application fee required by Chapter 3 of the Alcohol Beverage Ordinance of the City of Villa Rica? ☒ Yes ☐ No

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

- (a) A copy of the deed to the premises to be licensed, if owned by applicant. ☐
(b) A copy of the lease agreement covering the premises to be licensed, if leased by the applicant. ☐
(c) In the case of a partnership, a copy of the partnership agreement. ☐
(d) In the case of a corporation, a copy of the articles of incorporation. ☒
(e) A current stamped certificate from a registered surveyor which shows a scale drawing of the premises and the location at which the applicant desires to operate an alcoholic beverage outlet and which shows, with linear foot measurements where appropriate, such location's compliance or noncompliance with the provisions of Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica. ☐

5. Have you confirmed with the City of Villa Rica Community Development Department that the location of the proposed outlet is in a zoning district approved for the sale of alcoholic beverages subject to the specific limitations of the respective district as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica?
☒ Yes ☐ No

6. If applicable, have you received approval from the City of Villa Rica Building Official for any new construction, renovations, remodeling, etc. at the premises to be licensed? ☐ Yes ☐ No *N/A*

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

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

No pouring license application will receive final approval until the necessary permits are secured.

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

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

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

11. Does the following apply to the named licensee, any partner(s), the corporation, or any corporate officer?

(a) Convicted within the last ten (10) years of any felony or any misdemeanor involving moral turpitude?

☐ Yes ☒ No

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

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

(d) Been convicted of selling alcohol to a minor within the past three (3) years? ☐ Yes ☒ No

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

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

If yes, describe in detail and give dates:

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

Include name, residence, business address, and number of years known.

1. Salman Ali, 8775 Sawgrass way, Duluth, GA 30097.
call = 404 9443639

City of Villa Rica

Alcohol License Application

Page Five

2. Sohel Kamal, 2600 Penrick Dr. NW, Marietta
Phone # 404 642 3904

3. Kashan Adhi, 1950 Sugarlake Ct Lawrenceville, GA 30064
Phone # 678 557 7844

14. Is the named licensee a citizen of the U.S.? ☐ Yes ☒ No

PAKISTAN

10.08.1979

Place of Birth

Date of Birth

*** PART III ***

VERIFICATION

State of Georgia, Carroll County

I, Barkat Lakhani, licensee, do solemnly swear subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application are true, and no false or fraudulent statement or answer is made herein to procure the granting of such license.

Barkat Lakhani

Applicants Signature (FULL NAME IN INK)

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

This 20th day of October 2022

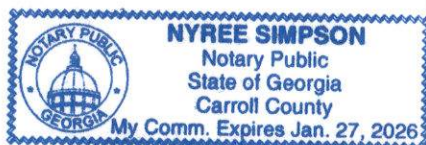
Nyree Simpson

Notary Public

My Commission Expires:

January 27,
2026

(Seal)





CITY OF VILLA RICA

City Council Packet

SUBJECT: Two Appointments to Historic Preservation Commission Board

CITY COUNCIL AGENDA DATE: January 10th, 2023

DATE: December 28th, 2022

PREPARED BY: Ronald Johnson; Planning and Zoning Administrator

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To make two appointments into the vacant seats on the Historic Preservation Commission Board.

BACKGROUND: Four seats on the HPC are currently vacant. We have two members that are continuing to serve on the commission with expired terms (David Rogers and Sarah Pitts-Black); interest from one applicant that would like to return to the commission after resigning in 2021 (Alan White); and one applicant that would be new to the commission (Melbas Arnold).

All appointments to the HPC are for three-year terms beyond the initial staggered terms set forth in the HPC's by-laws. Since the HPC's creation, the staggering of terms has not ceased. Under recommendation and consultation from the City Attorney, staff is proposing to continue the staggering of terms in an effort to correct the term lengths and limits for all future appointments to this commission. The proposed schedule of expiration dates for the 1-year seat is proposed to be December 2023; the expiration of 2-year seats in December 2025; and expiration of 3-year seats in December 2024. Upon appointment or re-appointment, the affected term will revert to 3-year terms.

List of Current Applicants:

- Alan White
- Melbas Arnold

A list of seats has been supplied below. Any appointments for Positions 5 or Position 6 would be for an unexpired term:

Seat	Vacant/Expired Term?	Term Limit	Term Start	Term End	Last Held By	Resigned?
David Rogers	Expired Term	1 year	1/1/2022	12/31/2022	David Rogers	Term Ended
Sarah Pitts-Black	Expired Term	1 year	1/1/2022	12/31/2022	Sarah Pitts-Black	Term Ended
<i>Angelia O'Neal</i>	<i>Vacant</i>	<i>2 year</i>	<i>1/1/2021</i>	<i>12/31/2022</i>	<i>Angelia O'Neal</i>	<i>Term Ended & Resigned</i>
<i>Position 4</i>	<i>Vacant</i>	<i>2 year</i>	<i>1/1/2021</i>	<i>12/31/2022</i>	<i>Alan White</i>	<i>Resigned</i>
<i>Position 5</i>	<i>Vacant</i>	<i>3 year</i>	<i>1/1/2019</i>	<i>12/31/2021</i>	<i>Nancy Mims</i>	<i>Resigned</i>
<i>Position 6</i>	<i>Vacant</i>	<i>3 year</i>	<i>1/1/2019</i>	<i>12/31/2021</i>	<i>Doug Lang</i>	<i>Resigned</i>

STAFF RECOMMENDATION: N/A

IMPACT: Filling two of the four current vacant seats on the commission board, and scheduling future appointments to correct the term lengths and limits for all future appointments.

MOTION:

- (1) I move to approve the appointment of _____ to the Historic Preservation Commission Board for a _____ **[two / three]** year appointment.
- (2) I move to approve the appointment of _____ to the Historic Preservation Commission Board for a _____ **[two / three]** year appointment.



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



APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT

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

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

APPLICANT INFORMATION

Applicant Name: Melba J. Arnold, Ph.D.
Occupation: Occupational Therapist (Neurocognitive) Professor Employer: Retired 6/2019
Home Address: 5008 Serenity Point Ln City: Villa Rica Zip: GA
Home Phone: (C) (314) 497-4080 Home E-Mail: melba.arnold@att.net
Work Phone: NA Work E-Mail: NA
Cell Phone: (314) 497-4080 Preferred E-Mail: ☐ Home ☐ Work NA
Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable) NA

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Historical Preservation Comm.
- b) How long have you been a resident of the City of Villa Rica? 3 Years ____ Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____

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

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

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

Basically, to serve my community. To support the City of Villa Rica.

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

~~Mayor~~ Villa Rica Dev't Authority
Recreation Advisory Committee
Library Advisory Board

APPLICANT STATEMENT

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

Melba J. Arnold
Signature

Melba J. Arnold
Printed Name

Date

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

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

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

HISTORIC PRESERVATION COMMISSION MEMBER

RESUME
FORM

Local Government:

Villa Rica Ga.

Name of Commission:

(H.P.C.) Historical Preservation.

Member's Name:

Alan W. White.

Mailing Address:

372 Thomas Dorsey Dr.

City, ST Zip:

Villa Rica Ga. 30180

Home Address (if different):

City, ST Zip:

Telephone: (Business)

770-771-2398

(Residence)

Email Address:

allnoncaw@gmail.com

Term of Membership:

2 years

Term Expires: (Date)

Occupation:

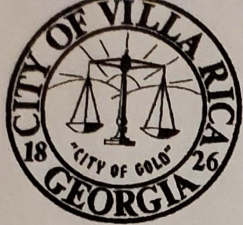
Home Renovation & improvement.

Professional Discipline:

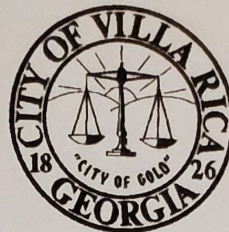
(If satisfying a membership requirement)

Demonstrated interest in Historic Preservation (i.e., conferences attended, organizations, special training, courses taken, volunteer activities, or job experience)

Sept 19th 2019 Rome, Conference & Historical Training
on Historical Architecture & types 36 years in
construction. Electrical, Framing, Flooring, Plumbing,
Painting / wallpaper, & Bath & Kitchen Design.
Annual update Training on new products for
home interiors.



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APPLICATION FOR BOARD OR COMMISSION APPOINTMENT

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

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

APPLICANT INFORMATION

Applicant Name: Alan White

Occupation: Home Renovation Employer: All-In-One

Home Address: 372 Thomas Dorsey City: Villa Rica Zip: 30180

Home Phone: (770) 771-2398 Home E-Mail: AllnoneAW@gmail.com

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

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

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

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Historical Preservation
- b) How long have you been a resident of the City of Villa Rica? 13 Years 0 Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☐ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____

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

I Genuinely Love Historic Homes + sites
And Different Architectural Structures, Homes
& Enjoy Rebuilding Them.

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

APPLICANT STATEMENT

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

Alan white
Signature

Alan white
Printed Name

12/12/2022
Date

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

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

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



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Recreation Advisory Commission Appointment

AGENDA DATE: January 10, 2023

DATE PREPARED: December 29, 2022

PREPARED BY: Tracie Ivey, Director of Parks & Recreation

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

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

BACKGROUND: The Villa Rica Recreation Advisory Commission currently has two vacant seats. We have a candidate that we would like to appoint at this time to fill this vacancy.

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

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

MOTION: I move to appoint Jody Millians to serve on the Villa Rica Recreation Advisory Commission for the term January 11, 2023 to January 10, 2026.



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



**APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT**

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

APPLICANT INFORMATION

Applicant Name: Jody Millhaus

Occupation: Sales Employer: Motion Inc.

Home Address: 119 Old Goldmine Rd City: Villa Rica Zip: 30180

Home Phone: (678) 409-1369 Home E-Mail: JKMILLHAUS@AOL.COM

Work Phone: (770) 948-5300 Work E-Mail: Jody.Millhaus@motion.com

Cell Phone: (678) 409-1369 Preferred E-Mail: ☒ Home ☐ Work

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

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

b) How long have you been a resident of the City of Villa Rica? 55 Years ___ Months

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

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

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

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

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

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

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

I have been the President of the Villa Rica

Soccer Association for 10 years as a part time employee
of the city. I resigned effective 12/31/22 but I am
passionate about VR Athletics and want to stay
involved to make all of VR Athletics the very best!

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

APPLICANT STATEMENT

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Signature

Printed Name

Date

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

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

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

BOARD AND COMMISSION INFORMATION

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

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

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

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

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

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

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

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

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

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

City of Villa Rica

PROCEDURES FOR BOARD OR COMMISSION APPOINTMENT

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

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

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

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



**CITY OF VILLA RICA
FINANCIAL UPDATE
November 2022**

CASH	11-30-2021	11-30-2022
Total Cash	\$ 27,587,661	\$ 33,684,320
General Fund	\$ 8,247,448	\$ 8,721,632
Water/Sewer Fund	\$ 5,665,564	\$ 4,663,645
Sanitation/Solid Waste	\$ 136,015	\$ 284,372
Mirror Lake Connector	\$ -	\$ 7,208,947
2015 Carroll SPLOST	\$ 1,338,248	\$ 648,495
2016 Douglas SPLOST	\$ 2,278,654	\$ 3,225,405
2021 Carroll SPLOST	\$ 4,695,139	\$ 6,207,076



BUSINESS ACTIVITY - YEAR TO DATE

WATER/SEWER	November 2021	November 2022
Water Revenue	\$ 582,374	\$ 610,079
Sewer Revenue	743,834	760,034
Water & Sewer Taps	109,000	139,000
Misc. Revenue	39,485	54,414
Transfers In	-	2,891
Total Revenue	<u>\$ 1,474,694</u>	<u>\$ 1,566,418</u>
Utility Administrator	\$ 65,431	\$ 44,611
Sewer Expenses	339,169	246,592
Water Expenses	164,025	163,126
Dist./Coll. Expenses	161,756	133,333
Interest/Fiscal Agent Expense	-	33
Depreciation	277,000	287,974
Transfers Out - Debt Service	631,028	727,563
Transfers Out - General Fund	218,290	229,350
Total Expenses	<u>\$ 1,856,699</u>	<u>\$ 1,832,582</u>
Net Income (Loss)	<u><u>\$ (382,005)</u></u>	<u><u>\$ (266,164)</u></u>

SELF-FUNDED INSURANCE

BANK BALANCE \$1,359,042

Contributions		Expenses		Savings
Employer + Employee		Admin + Claims Paid		Difference
Oct '22	192,514	Oct '22	106,629	85,885
Nov. '22	193,010	Nov. '22	106,825	86,185
				-
				-
TOTALS	\$ 385,524	\$ 213,454		\$ 172,070

GROWTH

<i>Residential</i>	November 2021		November 2022	
	#	YTD Amount	#	YTD Amount
Building Permits	18	\$ 33,910	9	\$ 19,212
Water Taps	18	\$ 27,000	26	\$ 39,000
Sewer Taps	18	\$ 72,000	25	\$ 100,000

OTHER HIGHLIGHTS

	November 2021		November 2022	
	One Month		One Month	
Carroll Co Sales Tax	\$	167,067	\$	182,500
Douglas Co Sales Tax	\$	141,453	\$	159,749

**SANITATION/
SOLID WASTE**

	November 2021	November 2022
Sanitation Revenue	\$ 162,745	\$ 194,459
Solid Waste Revenue	73,633	76,943
Transfers In/Misc.	865	1,379
Total Revenue	<u>\$ 237,242</u>	<u>\$ 272,782</u>
Sanitation Expenses	\$ 150,216	\$ 177,000
Solid Waste Expenses	54,996	69,932
Depreciation	10,833	11,666
Transfers Out - General Fund	10,010	9,026
Total Expenses	<u>\$ 226,055</u>	<u>\$ 267,624</u>
Net Income (Loss)	<u><u>\$ 11,187</u></u>	<u><u>\$ 5,158</u></u>