

CITY COUNCIL
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City of Villa Rica



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

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

MAYOR & COUNCIL WORK SESSION AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
March 14, 2023 | 1:00 PM

Review of the Agenda (Mayor Gil McDougal)

A. Governing Body (Mayor Gil McDougal)

1. Georgia Conservancy - Villa Rica Placemaking and Alleyway Activation Program Presentation
2. Certificate of Achievement for Excellence in Financial Reporting for FY21
3. Keep Carroll Beautiful - Request to Use V-Plex
4. Keep Carroll Beautiful - Sponsorship for E-Recycling Event
5. Microsoft SurfacePros Available to Councilmembers for Purchase (C. David Mecklin, City Attorney)
6. Deed of Property from City to Fuqua (C. David Mecklin, City Attorney)
7. Update on Lighting for Mirror Lake Blvd Path
8. Edge Road Striping
9. Adding a Concert to the Schedule Funded by Sponsorships

B. City Clerk (Theresa Campbell)

1. Addendum to Civic Plus Agreement and Statement of Work for Ordinance Supplementation
2. Cemetery Ordinance Revision

C. Community Development (Tracy Jarvis, Director)

1. RA-08-22 - Brenda M. Matthews & Themis Asset Recovery, LLC - Proposed Rezoning of Four Parcels on South Street and Public Hearing (Ron Johnson, Planning & Zoning Administrator)
2. Amendment to Section 2 *Administration* of the City of Villa Rica Zoning Code and Public Hearing (Ronald Johnson, Planning and Zoning Administrator)
3. Agreement Approving Three Rivers Regional Commission to Conduct Comprehensive Planning Activities on behalf of the City of Villa Rica (Ronald Johnson, Planning and Zoning Administrator)
4. V-PLEX Pavilion (Nic Griffin, Building Maintenance Manager)
5. AED Machines for City Buildings (Nic Griffin, Building Maintenance Manager)
6. The North Plant Water Plant Gate Project (Nic Griffin, Building Maintenance Manager)
7. Community Development Software Package

D. Human Resources (Lena Taylor, Director)

1. Supervisor Training through Georgia Municipal Association
2. Selection of firm for Classification and Compensation Study

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

1. Agreement for Entertainment Services

F. Utilities (John Bain, Director)

1. Water and Sewer Ordinance Revision and Public Hearing
2. Modification Design of Cleghorn Force Main and Gravity Sewer
3. Modification of Design of Weatherstone Lift Station
4. Ductile Iron Pipe Purchase
5. Engineering Design of Maple Street Water Main Upgrade

G. Finance (Jennifer Hallman, Director)

1. FY23 Budget Amendments #149-153

H. Deputy City Manager/CFO (Sarah Andrews)

1. Georgia Cities Week (April 23-29, 2023)

I. City Manager (Tom Barber)

1. Final Approval of a Consulting Firm for the Northside Downtown Streetscape Project - Design and Engineering Phase
2. Easement Requests from Georgia Power
3. Agreement with Douglas County Water Authority
4. Agreement with Norfolk Southern for Engineering Services for the Highway 78 Downtown Pedestrian Crossing
5. Schedule for Walden, Ashworth and Associates

J. 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.)



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Georgia Conservancy – Villa Rica Placemaking and Alleyway Activation Program Presentation

AGENDA DATE: March 14, 2023

DATE PREPARED: February 10, 2023

PREPARED BY: Janet Chumley and Alisa Doyal

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: The Georgia Conservancy is making their final presentation concluding the Villa Rica Placemaking and Alleyway Activation Program (PAAP).

BACKGROUND: The City was awarded a Community Development Assistance Program (CDAP) grant from the Atlanta Regional Commission in May 2022. The project was valued at \$75,000 at a local cost of \$5,800, which came out of Product Development Funds.

The City partnered with the Georgia Conservancy, an organization with an extensive history of providing education and technical assistance to communities across Georgia in the realm of sustainable growth. The Villa Rica Placemaking and Alleyway Activation Program seeks to incorporate the work we began in 2019, and take it to a new level to identify opportunities to use public art, public spaces, private alleys, and customized themes and signage for downtown Villa Rica. The PAAP is the advancement of our first LCI implementation projects – page 95, # 01-11, 01-12-, and 01-13.

The initial project for Villa Rica Placemaking and Alleyway Activation Plan - a study identifying opportunities, concepts, and implementation steps - is now complete. Representatives from the Georgia Conservancy are here to provide an overview of the project, process, opportunities and outcomes, and city staff will provide an update on Main Street Design Committee Initiatives for the first demonstration project.

STAFF RECOMMENDATION: No public hearing or action necessary.

IMPACT: The approval of the Villa Rica Placemaking and Alleyway Activation Plan initiates an important first step in the implementation of the City's LCI program. Downtown placemaking is crucial to how the central business district is visually defined, and what contribute to a unique sense of place that resonates with visitors and makes them want to return to eat, shop, play, live, and open businesses. The Villa Rica Placemaking and Alleyway Activation Plan has the potential to build the community identity that leaves downtown Villa Rica as a destination location for decades forward.

MOTION: I move to adopt the Villa Rica Placemaking and Alleyway Activation Plan as an official planning document for the City.

230 Peachtree Street NW
Suite 2275
Atlanta, GA 30303
tel 404.876.2900
georgiaconservancy.org

April 28, 2022

Mr. Chris Montesinos
Special Projects Director
Office of the City Manager, City of Villa Rica
571 West Bankhead Highway
Villa Rica, GA 30180



PRESIDENT
Katherine Moore*

Dear Mr. Montesinos,

BOARD CHAIR
Mark S. Berry, Douglasville*

Georgia Conservancy, Inc. is pleased to be of service to the City of Villa Rica in the formulation of its Placemaking and Alley Activation Plan. We are excited by the prospect of deepening our partnership with the Atlanta Regional Commission's Community Development Assistance Program, through which this opportunity was organized.

BOARD OF TRUSTEES
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Hardie Davis Jr., Hephzibah
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Mike LaFerle, Marietta
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Chris Miller, LaGrange*
Robert Morris, Tybee Island
PJ Newcomb, Decatur
Amanda Brown Olmstead, Atlanta
Russ Pennington, Brookhaven*
Stacy Shailendra, Atlanta
W. Michael Stubbs, Macon
Charles Thomas, Mableton

Our organization has an extensive history of providing education and technical assistance to communities across Georgia in the realm of sustainable growth. In recent months, we completed a similar placemaking-focused engagement with Douglas County's character area of Lithia Springs. We are delighted and energized by the opportunity to bring that expertise to the City of Villa Rica.

The attached scope outlines three major tasks and subtasks, with approximate timelines for each. Please review the scope of work and notify our office if you would like us to make adjustments. Should you and the City Council find the scope reflective of the City's needs, please sign, date, and return to me to initiate our work.

Again, we appreciate the opportunity to be of service.

ADVISORY COUNCIL
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Joel Cowan, Peachtree City
Ann Q. Curry, Atlanta
C. Edward Dobbs, Atlanta
Amir Farokhi, Atlanta
Elliott Levitas, Atlanta
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Hank Linginfelter, St. Simons Island
Leopoldo Miranda, Marietta
Joe Montgomery, Rome
Marci Collier Overstreet, Atlanta
Ron Shipman, Macon
Laura Turner Seydel, Atlanta
Jim Timmons, Atlanta

Sincerely,

Katherine Moore
President
Georgia Conservancy

*Executive Committee Member

April 28, 2022

CITY OF VILLA RICA

in partnership with Villa Rica Main Street



GEORGIA CONSERVANCY

Sustainable Growth Program Planning Services

Proposal: Villa Rica Placemaking and Alley Activation Plan

The City of Villa Rica seeks technical assistance in creating a Placemaking and Alley Activation Plan to support the revitalization, vibrancy, and economic development of downtown Villa Rica. The desire for this plan is a natural extension from the City's recently completed Livable Centers Initiative study, which identifies alley activation and public art as two potential assets with tremendous benefits for community aesthetics, economic activity, and quality of life. The plan will function as a blueprint which city and community leaders can follow when building an independent and self-propelling Placemaking and Alley Activation program.

Georgia Conservancy (GC) has discussed the needs of City staff; with their collaboration, a plan framework has been established. The Placemaking and Alley Activation Plan will utilize the City's downtown property conditions assessment, already completed, to analyze potential locations for placemaking and public art installations, with visual examples of how installations could transform certain spaces. The Plan will also document in-depth case studies of alley activations in Georgia peer cities from which Villa Rica may take inspiration. Lastly, the project team will build out a procedural list of implementation steps for city and community leaders to follow, along with potential funding resources at the city's disposal.

Georgia Conservancy is pleased to assist City staff with this project. Throughout the process, Georgia Conservancy will engage with city leadership and other members of the project team to ensure that the final product advances community objectives. Below is a specific list of project components the GC team proposes to undertake.

PROJECT COMPONENT I: RESEARCH AND VISUALIZATION (5 months)

ASSET MAPPING Using the City of Villa Rica's existing conditions assessment, knowledge of downtown, and technical resources, as well as the recently completed LCI study, the project team will engage in various research tasks that support the creation of an asset map for the project area, as well as potential placemaking and public art interventions that utilize those assets. Visual mock-ups will also be provided to help city leaders envision the possibilities of each space.

CASE STUDY DOCUMENTATION The project team will research examples of placemaking projects and programs, focusing on cities in Georgia and the southeast and documenting their stepwise development. Using these case studies as framework, staff will then assemble 1-2 hypothetical timelines for potential projects identified in the asset map.

FUNDING RESOURCES Staff will compile a database of potential funding resources and arrangements that the City could consider for implementation of these placemaking projects. These will also be included in the process-based implementation guide included in the final deliverable.

PROJECT COMPONENT II: COMMUNITY ENGAGEMENT (3 months)

Using the community engagement framework established by the City for the recent LCI plan, the project team will participate alongside City staff through two types of engagement:

STEERING COMMITTEE The project team will convene a group of stakeholders with particular interest in the success and vibrancy of downtown Villa Rica. Potential members of this group could include business and property owners, board and staff members of Villa Rica's Main Street program, and leadership from the Downtown Development Authority.

COMMUNITY FORUM Once significant progress has been made on research and visualization, specifically related to asset and installation mapping, GC staff will provide materials and support for a community forum organized by City staff to determine community needs and prioritize placemaking projects.

PROJECT COMPONENT III: REPORT & PRESENTATIONS (3 months)

FINAL DELIVERABLE Georgia Conservancy will collect all analysis, community feedback, and graphics and assemble them into a final report, which will include general and specific implementation steps for placemaking and alley activation. The project team will also package these findings into a slide deck for later use in presentations, and will be prepared to present these findings to key decision-makers (i.e. City elected officials, City staff, etc.) as needed within the contract period.

TOPIC: City of Villa Rica Placemaking And Alley Activation Plan

AUDIENCE: City staff, City Council, local stakeholder groups

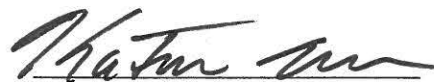
PRODUCT: Report, with visual references and implementation steps

COST: \$5,500

DUE: 9 months from start date

City of Villa Rica Designee
City of Villa Rica

Date



Katherine Moore, President
Georgia Conservancy, Inc.

4/28/22
Date



GEORGIA CONSERVANCY SUSTAINABLE GROWTH TEAM MEMBERS



KATHERINE MOORE, AICP

Katherine is the President of Georgia Conservancy. She has served in the community development and environmental fields for over 20 years. Her professional experience includes 12 years in the private sector as a consultant and the past ten years with a statewide nonprofit. Prior to serving as President, she served as the Director of GC's statewide Sustainable Growth program, during which she provided training, technical expertise and community engagement services on the topics of community resilience and planning. This program has worked with over 40 communities across Georgia, as well as nationally, and is putting new emphasis on the opportunities within housing choice, small town stabilization, and redevelopment to increase community resilience. She is a graduate of the Institute for Georgia Environmental Leadership (IGEL), serves on the Boards of Directors of the Douglas C. Allen Institute for the Study of Cities and the Architecture and Design Center, and presents and speaks regularly on community development topics.

Katherine served as Georgia Conservancy's project manager for the Paulding County Land Use Study in 2016-2017 which involved direct coordination with county government through a multi-jurisdictional work team. She also formed part of the steering committee for the Douglasville Housing Study led by the Atlanta Regional Commission and gave educational presentations on the importance of thoughtful housing policy and planning.



NICK JOHNSON

Nick is a Senior Planner with Georgia Conservancy, and helps lead the organization's work to advance sustainable community development—involving both land conservation and thoughtful land use. Georgia Conservancy focuses on lowering barriers of perception and regulation that hinder increased building reuse, land redevelopment, density, and housing diversity as communities must meet equally pressing needs for a robust local economy and environment. Nick's expertise involves community planning and revitalization, conservation planning, GIS, public engagement and zoning.

Nick has led GC's housing inventory analysis and recommendations for multiple counties and cities, including the City of Douglasville's 2020 Housing Study that was the result of a partnership with the Atlanta Regional Commission. Other housing and land use projects that benefited from Nick's involvement including the 2020 Community Master Plan Update for Atlanta's NPU-G, and the Newton County Housing Study commissioned by the Covington Housing Authority.



LUBEN RAYTCHEV

Luben Raytchev works as a city planner, GIS analyst, and urban designer. He holds a master's degree in City and Regional Planning and is currently pursuing a Master of Science in Urban Design from the Georgia Institute of Technology. He has worked in the fields of affordable housing as a research assistant and data analyst with Enterprise Community Partners and in community planning as a planner and designer with the Georgia Conservancy. Additional work at Georgia Conservancy has included land use analysis, environmental and development susceptibility analysis, zoning ordinance rewrites, and conservation mapping. Project experience of note includes housing assessments in the City of Douglasville and Bartow County, as well as a Community Development 101 Training for the Douglas County community of Lithia Springs.



DOUGLAS COUNTY INITIATIVES

From 2020-2021, Georgia Conservancy advanced two community planning initiatives in Douglas County jurisdictions: the Douglasville Housing Study and the Lithia Springs Character Area Implementation Project.

DOUGLASVILLE HOUSING STUDY

Leaders from the City of Douglasville initiated this project through the Atlanta Regional Commission's Community Development Assistance Program (CDAP). City officials and planning staff sought a comprehensive study that analyzed existing housing data and policy to offer robust neighborhood-specific recommendations to stabilize and grow Douglasville's housing stock and bolster economic development.

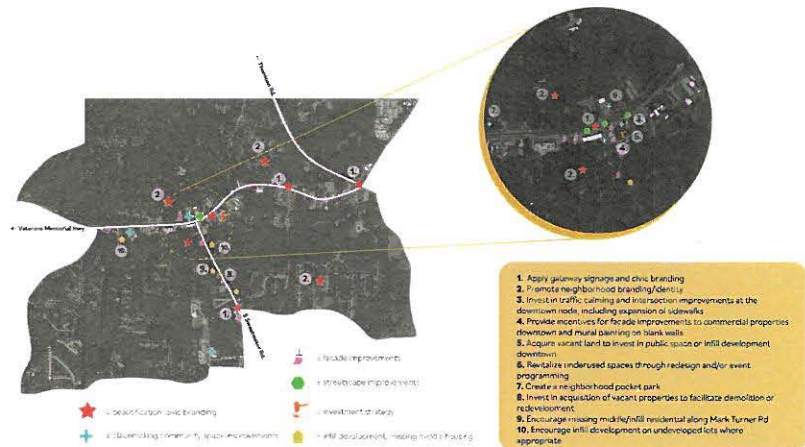
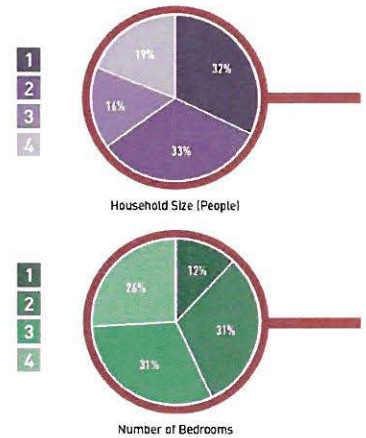
Georgia Conservancy supported data analysis efforts, documenting recent growth in housing across size, type, and tenure, then comparing those trends with future projections and the resulting gap in housing availability. GC's team also provided housing case studies from other jurisdictions across the state, offering wisdom and tools identified by those communities to support their local housing markets.

LITHIA SPRINGS CHARACTER AREA IMPLEMENTATION

Georgia Conservancy offered technical services and implementation ideas in service of the Lithia Springs community's vision for their neighborhood. GC staff worked with Douglas County planners to build a "lookbook" of community improvement ideas in the areas of wayfinding, signage, public art, streetscape improvements, and missing-middle housing development. These were accompanied by deep dives into specific funding mechanisms that communities have used to supply improvements, including special tax districts, TADs, and various grant programs. Finally, the GC team worked with County planners to map where these improvements could be installed for maximal community benefit.

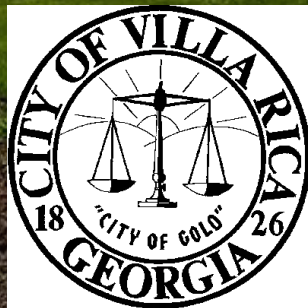


Figure 4: Housing Mismatch



Villa Rica Placemaking Plan

March 14, 2023





Georgia Conservancy's mission is to protect Georgia's through ecological and economic solutions for stewardship, conservation, and sustainable use of our land and its resources. www.georgiaconservancy.org



Atlanta Regional Commission

ARC's Community Development Assistance Program provides planning assistance to local governments, CIDs, & non-profits across the metro Atlanta region to undertake local planning activities that advance the goals of the Atlanta Region's Plan.



We are indebted to the contributions, insight, and strong partnership of the following individuals, without whom this plan would not have been possible:

Core Team

Luben Raytchev, Georgia Conservancy
Chris Montesinos, City of Villa Rica
Janet Chumley, City of Villa Rica
Alisa Doyal, City of Villa Rica
Nick Johnson, Georgia Conservancy
Michaela Master, Georgia Conservancy
Keri Stevens, Atlanta Regional Commission

City Leadership

Gil McDougal, Mayor
Shirley Marchman, City Council Ward 1
Matthew Momtahan, City Council Ward 2
Leslie McPherson, City Council Ward 3
Anna McCoy, City Council Ward 4
Danny Carter, City Council Ward 5

Case Study Contacts

Sadie Krawczyk, Georgia Municipal Assn.
Elena McLendon & Allen Muldrew, Downtown
Statesboro Development Authority

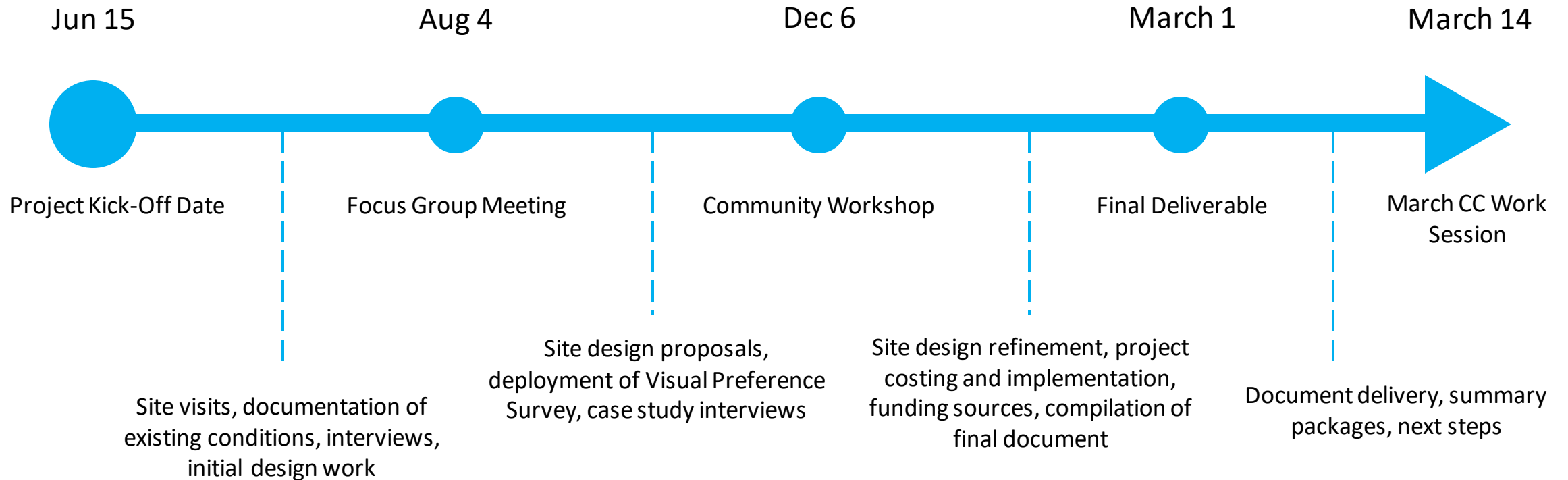
Abigail Strickland, City of Newnan
Jon Walker, City of Chamblee
Kenneth Thompson, Anna Day, & Jimmy, City of
Thomasville

Community Members

Donna Duren
Andy Hill
Ronda McCullors
Michael Rickman
David Rogers
Randy Simpkins
Candy Wilson

...and all others who took time to provide
feedback!

Project Timeline



What is Placemaking?

SPACE

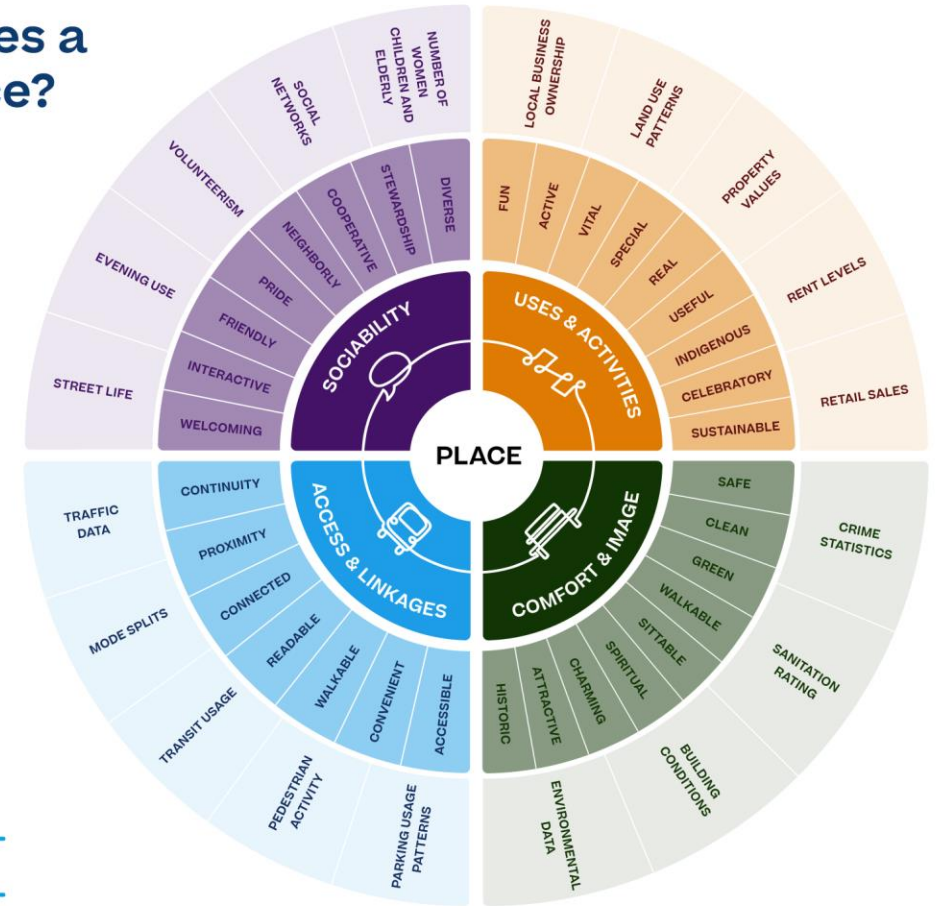


PLACE

Going from a space to a place

Sociability, Uses & Activities, Access & Linkages, Comfort & Image

What Makes a Great Place?



Project
for Public
Spaces

1. S Candler – S Carroll Alley
2. West Temple St
3. Prospector's Park
4. East Church St
5. Temple/Main St

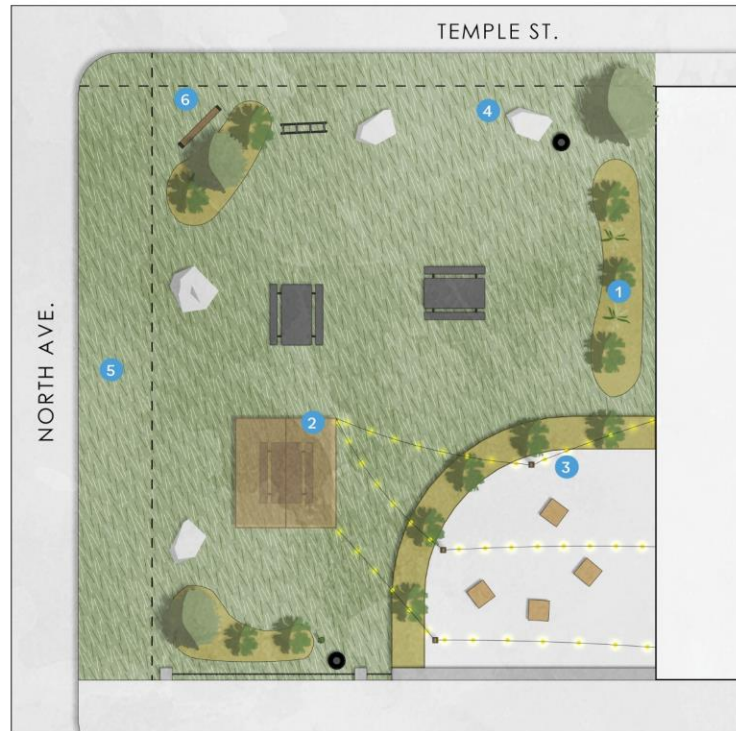
ASSET INVENTORY

Assets need not be a city's most polished places or attractive features. An asset inventory may also incorporate places and features that can add benefit in the future even if that may only be a potential today. For instance, an empty parking lot or a vacant space can be an asset because of its potential to host activities or as the site of a future development.



PROSPECTOR'S PARK | DESIGN PLANS

Design Option 1 (Intermediate Level): Enhanced Prospector's Park



1: Enhanced Prospector's Park Concept

Design Option 1 proposes enhancing the existing park by adding new amenities, landscaping, and upgraded street objects, but without any major site work. The lighting, furniture, shelter, and landscaped areas will make the site more comfortable and park-like, while boosting opportunities to host groups and individuals. Besides landscaping and shelter installation, the other components may be installed by volunteers or staff.

1. Upgraded landscaping.
2. Additional tables, benches, waste bins, pet waste systems, modular furniture, and picnic shelter.
3. String lighting across the stage with wall and/or standing beam attachment points.
4. Landscape boulders loosely outlining the park and design area boundary.
5. Provisional space for future sidewalk.
6. Simple signage and bike rack.

Prospector's Park (Cont.) ▶

Design Option 2 (High Level): Redesigned Prospector's Park



Redesigned Prospector's Park

This design proposes a major renovation of Prospector's Park that changes the way the site deals with the grade differential between Main and Temple Streets. A platform that handles the transition and acts as a retaining structure would replace the stage. The scenario also depicts future conditions where the fence on the southern edge of the site is removed and the sidewalk is continued around the western edge.

1. Upgraded landscaping (ground areas and constructed planters).
2. Newly constructed terraced platform with spaces for seating and accessible ramps.
3. Mural opportunity.
4. Landscape boulders loosely outlining the park and design area boundary.
5. Sidewalk continuation simultaneous with other site disturbance.



ALLEY ACTIVATION | STATESBORO, DOWNTOWN ART ALLEY

Alley Activation - Monroe, GA

Project Insights & Takeaways:

1. **“Start with a Theme”** - Interviewees stressed the idea of starting with a theme or design idea to rally support for the project (i.e. coming to stakeholders with a concept in hand).
2. **Volunteers** - The project recruited a local interior design professional and a board member from the development authority. The majority of the installation work was accomplished by volunteers and staff labor.
3. **Waste Colocation** - Most of the waste bins that were in the alley were moved to a nearby parking lot. Users walk to this mutual location to dump trash.
4. **Creative Use of Art** - The idea to align the art banner with Statesboro's sister city was a novel way to say something about Statesboro while creating an attractive centerpiece in alleyway.



In partnership with the Averitt Center for the Arts, Statesboro's Downtown Development Authority renovated an alley off of Siebald Street in downtown. The alley leads to the back entrance of the Averitt Center and was redesigned in an Italianate style, in honor of Statesboro's sister city, Monte Compatri.

The DDA had been eyeing the project for months before work began during COVID. Though the project took approximately six months from conception to completion, the labor took just three weeks. The majority of the implementation work was completed by volunteers or DDA staff, including the installation of the light fixtures, while the design

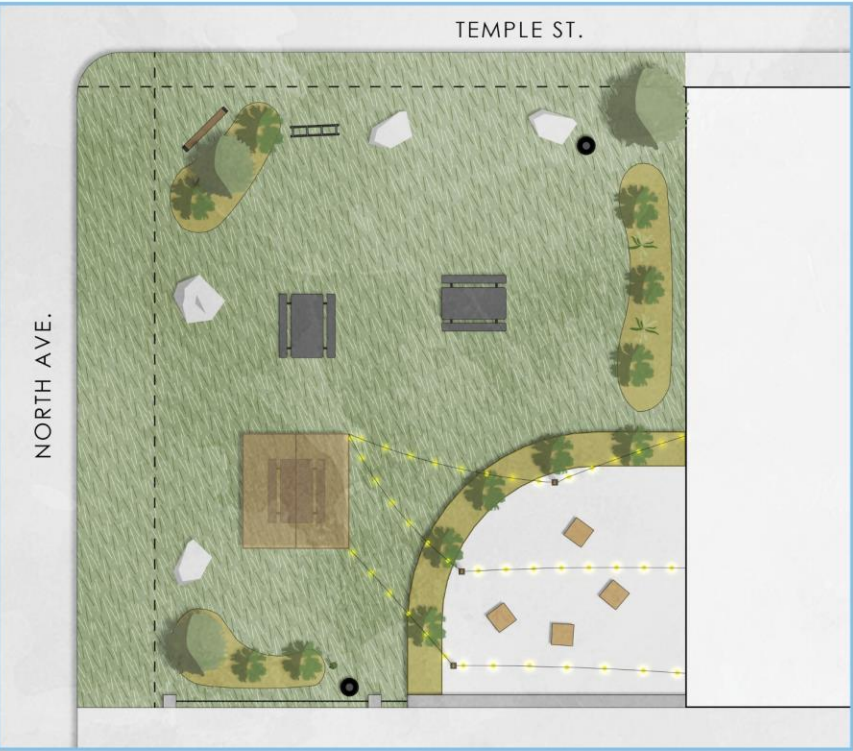
phase was led by a volunteer interior designer and community member.

The team stressed the importance of starting with a theme in leading their placemaking projects. The alley concept celebrates Statesboro's relationship with Monte Compatri and creates a rest area for theatre staff or passersby, with the executed design closely adhering to the original design idea and visualization.

Despite the agreement and clarity behind the project, there were inevitable challenges that the team needed to resolve. These included relocating the trash utilities outside of the alley to another communal location, and negotiating the use of the space between the two property owners that control the alley. Both parties were supportive of the renovations and were willing to consolidate most of the trash bins elsewhere.

Because most of the furniture and plants were donated or thrifted, and the work done by volunteers and in-house staff, project costs were low. Total expenditures were \$3,000-\$3,500. The Averitt Center for the Arts applied for a Georgia Council for the Arts Vibrant Communities Grant on behalf of the DDA that offset an additional \$1,500.





1. Approach adjacent businesses and nearby residents (Villa Rica Lofts and others) with conceptual design to collect feedback and garner support.
2. Identify a contractor to build out landscape areas and assemble and install the pavilion. Acquire a more detailed cost estimate and construction schedule.
3. Provision a buffer space on the west of the property to build a sidewalk in the future, or concurrent with this improvement.
4. Create a marketing initiative for the project.
5. Install landscape curbing and delineate planting areas (curbing is a higher tier alternative to simple edging, which may be preferred).
6. Install the pavilion, which can be assembled from kit. If desired, the pavilion may be set into a concrete foundation, poured beforehand.
7. Purchase, place, and install outdoor furniture, waste bins, bike rack, and landscape boulders. Designate responsibility for lockup of moveable furniture, if needed. Placement and installation

Item	Units	Type	Cost Estimate (Lower)	Cost Estimate (Upper)
Planting Area 1, Fill (Mulch)	100	Sq. ft.	\$20	\$60
Planting Area 2, Fill (Mulch)	100	Sq. ft.	\$20	\$60
Planting Area 3, Fill (Mulch)	200	Sq. ft.	\$40	\$120
Planting Area 1, Curbing (Poured Concrete) †	42	Ft.	\$378	\$756
Planting Area 2, Curbing (Poured Concrete) †	46	Ft.	\$414	\$828
Planting Area 3, Curbing (Poured Concrete) †	64	Ft.	\$576	\$1,152
Tree Planting	2	Count	\$200	\$4000
Shrub Planting	7	Count	\$175	\$350
12' Pole/Beam (Wood)	3	Count	\$60	\$180
48' String Lights	4	Count	\$400	\$520
Landscape Boulders (1 ton/ea.)	4	Count	\$1,040	\$1,040
Modular Seats, Cubes (Wood)	4	Count	\$200	\$400
6' Picnic Tables (Metal)	3	Count	\$3,000	\$6,000
40-Gal Waste Bin (Metal)	2	Count	\$1,900	\$2,800
Bike Rack	1	Count	\$200	\$500
Pet Waste System	1	Count	\$600	\$750
Small Pavilion	1	Count	\$6,000	\$20,000
Park Sign			Variable	Variable

TOTAL : \$15,200-39,500 +10% : 18,300-47,400

- of furniture can be completed through volunteer labor or city staff. Query local active development sites for boulders that could be donated to the park instead of purchasing them from a stone yard.
8. Purchase and install beams as attachment points for string lights. Weatherproof the beams to prevent wear. The beams can be weighted down with a concrete or other base, or installed into the existing stage.
 9. Procure property easements if attaching lights to the neighboring wall.
 10. Optionally, commission a simple park sign.
 11. Establish a plan for ongoing maintenance of the project.
 12. Program the space and encourage local businesses and organizations to host activities there.
 13. Track activity in the project area and collect data on other metrics to measure project success.

† May substitute plastic edging as a cheaper alternative (prices vary by brand)

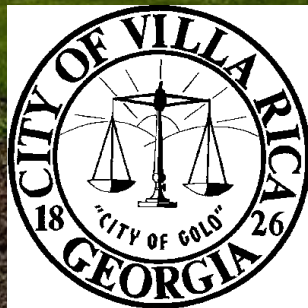
FUNDING SOURCES

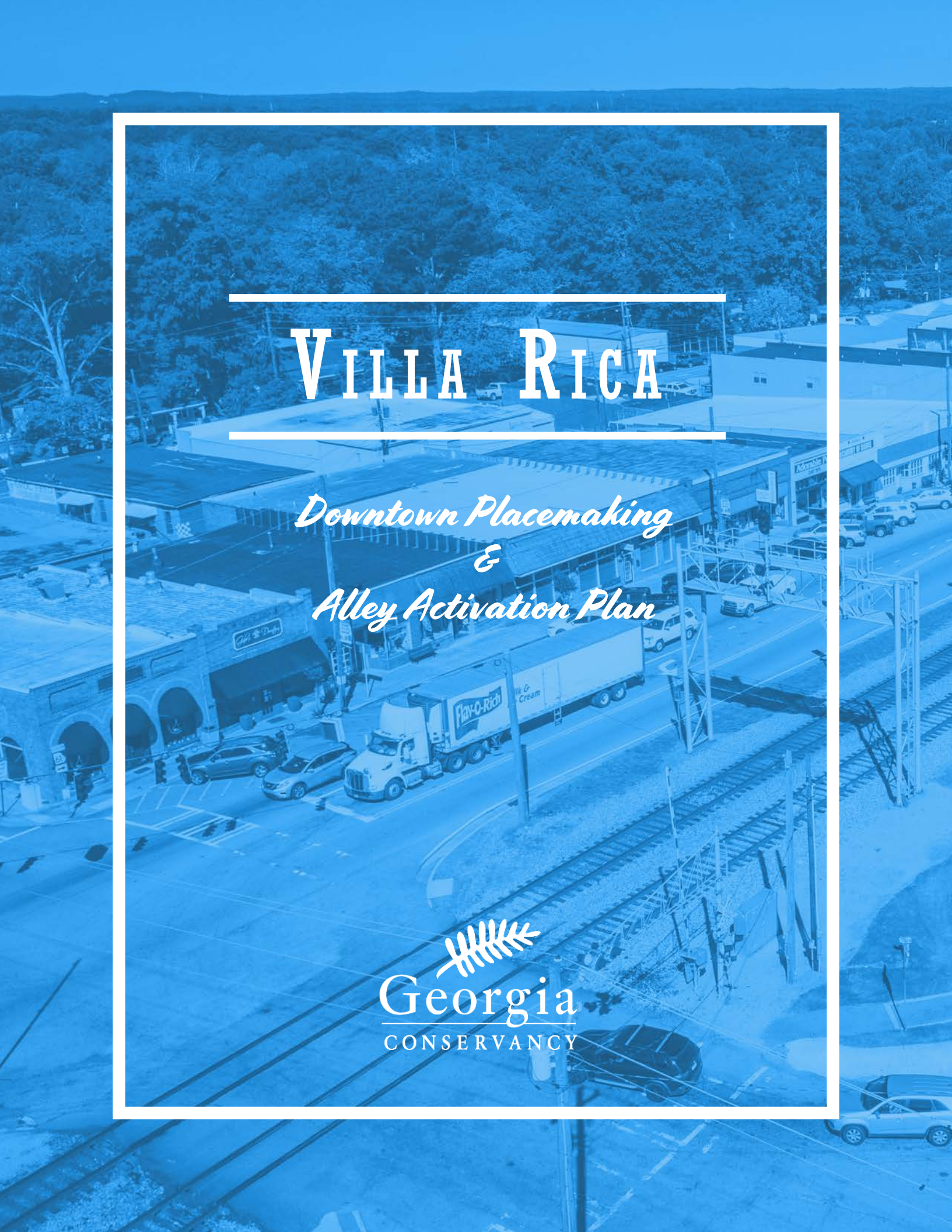
Funding Sources (Cont.)



	Grant Name	Organization Name	Highest Possible Award	Focus of Grant	Requirements	Deadline
	Vibrant Communities Grant	Georgia Council for the Arts	\$5,000	Public art (murals and sculpture), multidisciplinary arts projects, arts integration, STEAM (arts integration of Science, Technology, Engineering, Arts, and Math).	Funding is only available for counties in which no other grants have been awarded in a given fiscal year. 50% match requirement.	August 2023
	Community Challenge Grant	AARP	Typically under \$15,000, have been up to \$50,000	Creating vibrant Public Places that improve open spaces, parks and access to other amenities; Deliver a range of Transportation and Mobility options that increase connectivity, walkability, bikeability, wayfinding, access to transportation options and roadway improvements; Ensure a focus on Diversity, Equity and Inclusion while improving the Built and Social Environment of a community	Emphasis on improving lives of people over the age of 50. Emphasis on impact (60%), execution (30%), and innovation (10%)	March 2023
	The Georgia Economic Placemaking Collaborative	Georgia Cities Foundation (GMA)	N/a	The Georgia Placemaking Collaborative is a two-year program designed to help selected cities develop durable local partnerships to address their most important economic and quality of life issues through placemaking	Requires a community team representing different diverse components of the community (elected leaders, city staff, stakeholders, etc).	Fall 2023
	NAR Placemaking Grant	National Association of Realtors	\$5,000	Funds projects that create new, outdoor public spaces and destinations in a community on unused or underused sites. This includes Alley Activations	Total project must cost less than \$200,000. No financial contribution required.	Fall 2022
	Hometown Grants	T-Mobile, Smart Growth America and Main Street America	\$50,000	The T-Mobile Hometown Grants program will help fund projects to build, rebuild, or refresh community spaces that help foster local connections in your town.	Small towns with populations less than 50,000 are eligible to apply.	Quarterly until 2026
	Georgia Downtown Renaissance Partnership Programs	Georgia Cities Foundation (GMA)	N/a	Three project types: Renaissance Strategic Visioning & Planning (RSVP) Program, Downtown Renaissance Fellows Program and Downtown Renaissance Planning & Design Practicum/Studio. All planning activity focused.	N/a	N/a

Thank You!





VILLA RICA

Downtown Placemaking & Alley Activation Plan



Georgia
CONSERVANCY



Georgia Conservancy’s mission is to protect Georgia’s through ecological and economic solutions for stewardship, conservation, and sustainable use of our land and its resources. www.georgiaconservancy.org



Atlanta Regional Commission

ARC’s Community Development Assistance Program provides planning assistance to local governments, CIDs, & non-profits across the metro Atlanta region to undertake local planning activities that advance the goals of the Atlanta Region’s Plan.

We are indebted to the contributions, insight, and strong partnership of the following individuals, without whom this plan would not have been possible:

Core Team

Luben Raytchev, Georgia Conservancy
Chris Montesinos, City of Villa Rica
Janet Chumley, City of Villa Rica
Alisa Doyal, City of Villa Rica
Nick Johnson, Georgia Conservancy
Michaela Master, Georgia Conservancy
Keri Stevens, Atlanta Regional Commission

Abigail Strickland, City of Newnan
Jon Walker, City of Chamblee
Kenneth Thompson, Anna Day, & Jimmy, City of Thomasville

Community Members

Donna Duren
Andy Hill
Ronda McCullors
Michael Rickman
David Rogers
Randy Simpkins
Candy Wilson

City Leadership

Gil McDougal, Mayor
Shirley Marchman, City Council Ward 1
Matthew Momtahan, City Council Ward 2
Leslie McPherson, City Council Ward 3
Anna McCoy, City Council Ward 4
Danny Carter, City Council Ward 5

...and all others who took time to provide feedback!

Case Study Contacts

Sadie Krawczyk, Georgia Municipal Assn.
Elena McLendon & Allen Muldrew, Downtown Statesboro Development Authority

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In spring of 2022, Georgia Conservancy (GC) began the development of this Placemaking and Alley Activation Plan in coordination with the City of Villa Rica. The project emerged as part of GC’s ongoing partnership with the Atlanta Regional Commission (ARC), specifically their Community Development Assistance Program (CDAP). Through CDAP, ARC offers technical assistance for small-scale planning and development projects matching at least 1 of 8 criteria, one of which is “Creative Placemaking.” This technical assistance is provided either from ARC staff or from partner organizations. GC was selected as the technical partner for this project.

The City of Villa Rica was motivated to conduct this Placemaking and Alley Activation Plan as a follow-up to their recent LCI study focused on downtown revitalization. That plan operated at a high order, recommending several capital improvement projects that would expand connectivity, create new and reimagined existing public space, and reorient how people navigate downtown’s tricky topography and safety hazards.

This plan dovetails with the LCI, examining underutilized areas of downtown and proposing ideas for how to unlock their potential. Some of these involve physical improvements that change the spatial orientation of a place (such as parklets, separated pedestrian areas, and tree plantings) while other ideas focus more on aesthetic flourishes (public art, lighting, and wayfinding) that provide opportunities to engage more tangibly

with downtown’s historic character and thriving businesses.

This plan positions four locations in downtown Villa Rica as its focal points: (1) the alley running between S. Candler and S. Carroll Streets, (2) Prospector’s Park, (3) Temple St., and (4) Church St. The area encompassing east Temple and Main streets is considered more briefly, a major renovation is proposed in the LCI. These areas were identified during focus group and community meetings as areas of high potential that would benefit from concerted attention. For each location, we have sketched out example designs for how these spaces could be improved. In tandem with the designs, we have provided cost estimates, action steps, and possible funding sources for easy reference by City leadership and citizen volunteers. **The goal of this plan is to provide inspiration and blueprints for how to begin placemaking projects now.**

Throughout the project, we have benefited immensely from the guidance of City staff, elected officials, and community members. GC organized and/or participated in several public-facing meetings, including:

- 2 focus group meetings
- 1 community open house
- 3 City Council work sessions

We are grateful for their insights and expertise. For a full list of contributors, please see the acknowledgments in the preceding pages.

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WHAT IS PLACEMAKING?

Placemaking is the process of reimagining and reinventing public spaces to better serve as the heart of a community. This hands-on approach seeks to strengthen the connection between people and the places they share through creative collaboration. Placemaking builds on the physical, cultural, and social identities that define a place, thus emphasizing each community’s unique character. The end result of the placemaking process is a deepened connection to places by highlighting what makes those places great - as defined by and for the community.

The scope of what counts as placemaking is quite wide – ranging from small, low cost interventions to major capital projects. It can encompass simple additions to an existing place, such as new seating, added lighting, or colorful murals in a highly visible area. Hardscape improvements are another alternative, such as creating new sidewalks or placing screening to keep dumpsters and trash out of view. Placemaking also includes non-physical improvements, such as offering new arts and culture programming for neighbors to enjoy. Great places don’t have to be the fanciest or the loudest – they’re the ones that make people excited to return to, time after time.

The Project for Public Spaces has evaluated thousands of public spaces around the world, and has found that there are four key qualities that make places successful:

Access and Linkages: successful places are well connected to its surroundings, as they are easy to get to and through.

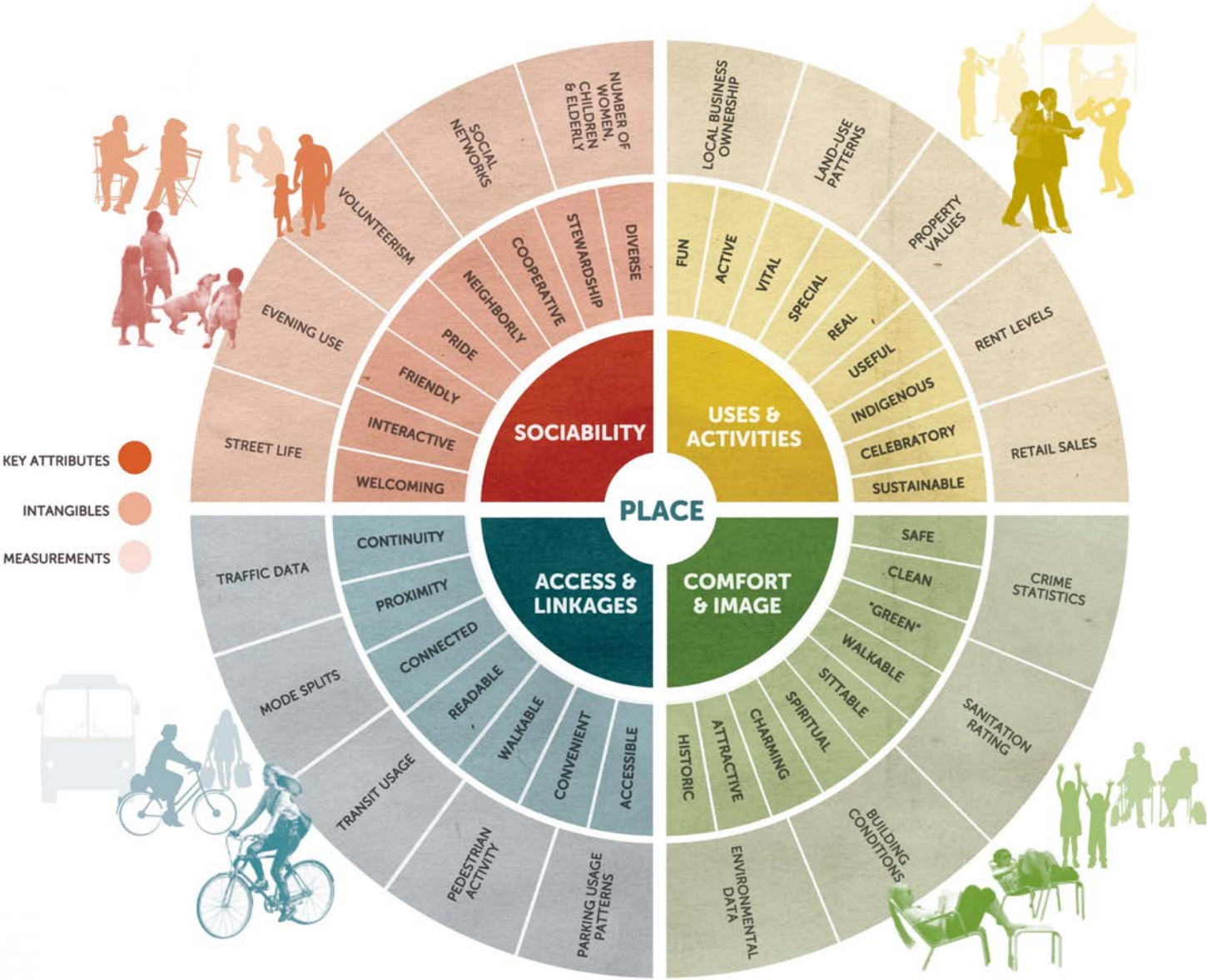
Comfort and Image: successful places have a good image, including positive perceptions about safety, cleanliness, and availability of public seating.

Uses and Activities: successful places house a variety of activities for people to engage in – the reasons why people visit and why they return.

Sociability: successful places are social places, where people go to meet each other and participate in a larger community to which they feel connected.

A successful placemaking project should improve any metric that reflects one of the four qualities above. See the Place Diagram, developed by the Project for Public Spaces, to help evaluate places. The inner ring represents a place’s key attributes, the middle ring its intangible qualities, and the outer ring its measurable data.

WHAT MAKES A GREAT PLACE?



Source: Project for Public Spaces

Villa Rica boasts a consistent track record of planning for growth and initiating new developments. Perhaps more than ever before, the city is rapidly changing, with several upcoming projects poised to transform the city. Some of these have grown out of previous planning efforts, while others were enacted independently due to the combination of favorable market conditions and other agglomeration benefits.

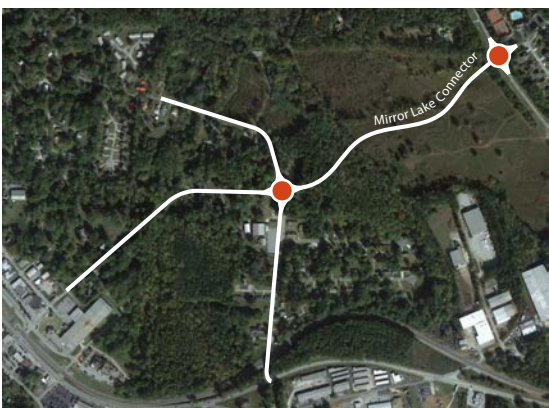
In anticipation of a growing population and new developments throughout the city, it is more crucial than ever that Villa Rica continue to embrace and enact improvements to its core area. Downtown, Villa Rica’s historical and economic epicenter, is the area best suited to take advantage of positive spillover effects from general growth. This fact has not been lost upon the city’s staff and elected officials, as many upcoming capital improvements are directly related to downtown. If growth elsewhere can be sufficiently leveraged by complementary downtown improvements, as intended, the overall benefit to the city will be multiplied.

Placemaking is one piece of the overall downtown plan that will further boost its economic potential and lend to its vibrant personality. It goes hand-in-hand with the larger-scale projects summarized here, which are in different stages of planning and development.



**NORTHSIDE DOWNTOWN
STREETSCAPE**

The Northside Downtown Streetscape concept was proposed in the Villa Rica LCI Study (2021) and entails significant public space enhancements and street realignment. Main Street would be realigned at Loft Lane to connect with Temple Street at North Candler Street, which creates the opportunity for a new public amenity to be designed with high quality materials and furnishings. The early concept for the public space envisions a lawn area and a pavilion.



**MIRROR LAKE
CONNECTOR**

The Mirror Lake Connector is a network connectivity project. The first segment of the new road (intersecting Mirror Lake Boulevard) is under construction and will pass through the Fuqua mixed-use development, which will add approximately 500 new units near downtown. Phase II, the connection to North Carroll St., will link downtown to the mixed-use center and provide direct access from the Mirror Lake Community.

The Gold Nugget Trail and a golf cart path are also planned to run alongside the Mirror Lake Connector.



**GOLD NUGGET
TRAIL**

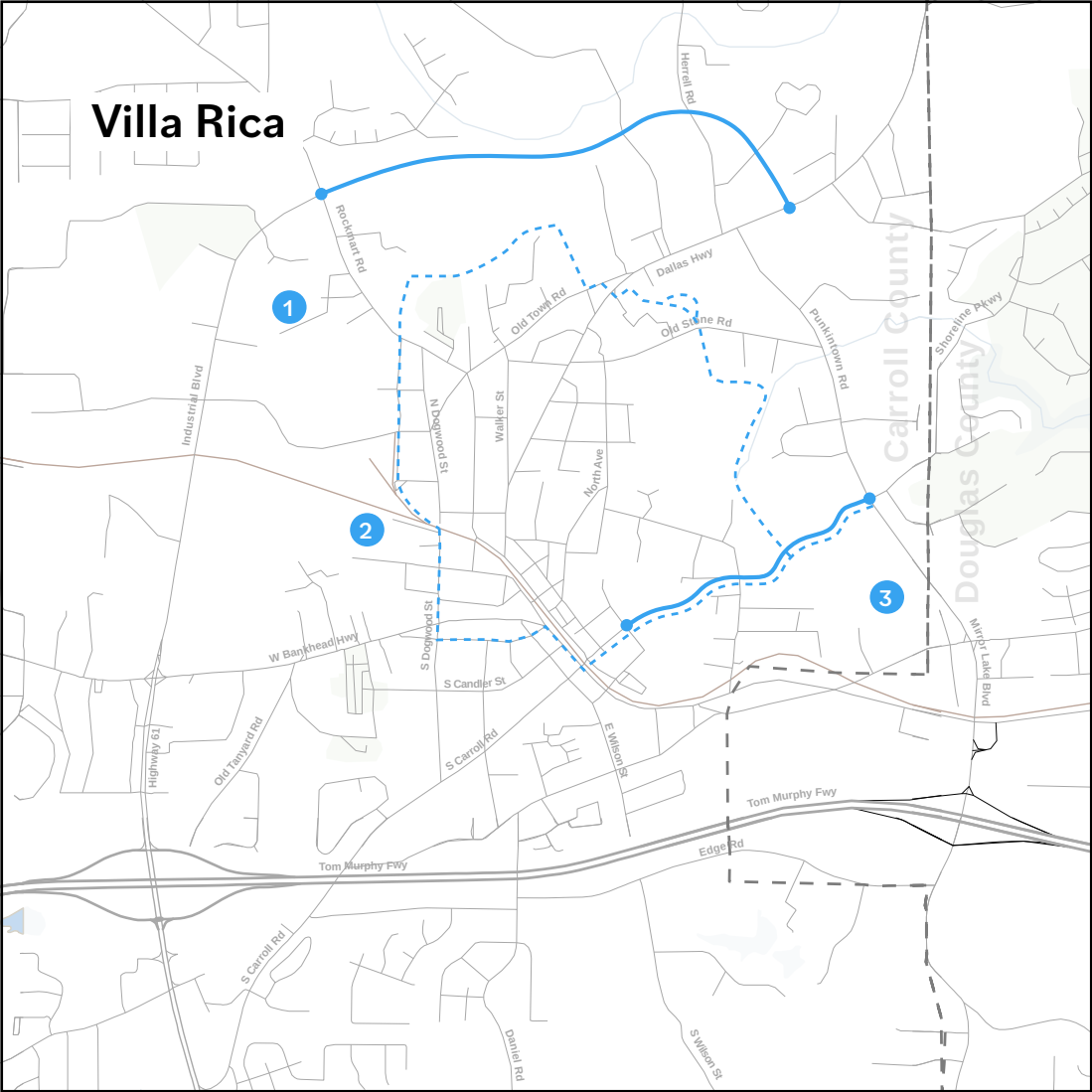
The Gold Nugget Trail consists of 22.6 miles of planned bicycle and pedestrian trail opportunities throughout Villa Rica. The potential routes for the trail system were identified in the Gold Nugget Trail Master Plan (2018) and broken down into 11 segments for ease of implementation. Segment #2 is planned to connect Downtown to Cleghorn Street Park along the future Mirror Lake Connector.

When complete, the Gold Nugget Trail will connect downtown, city parks, neighborhoods, and major activity centers throughout the community.

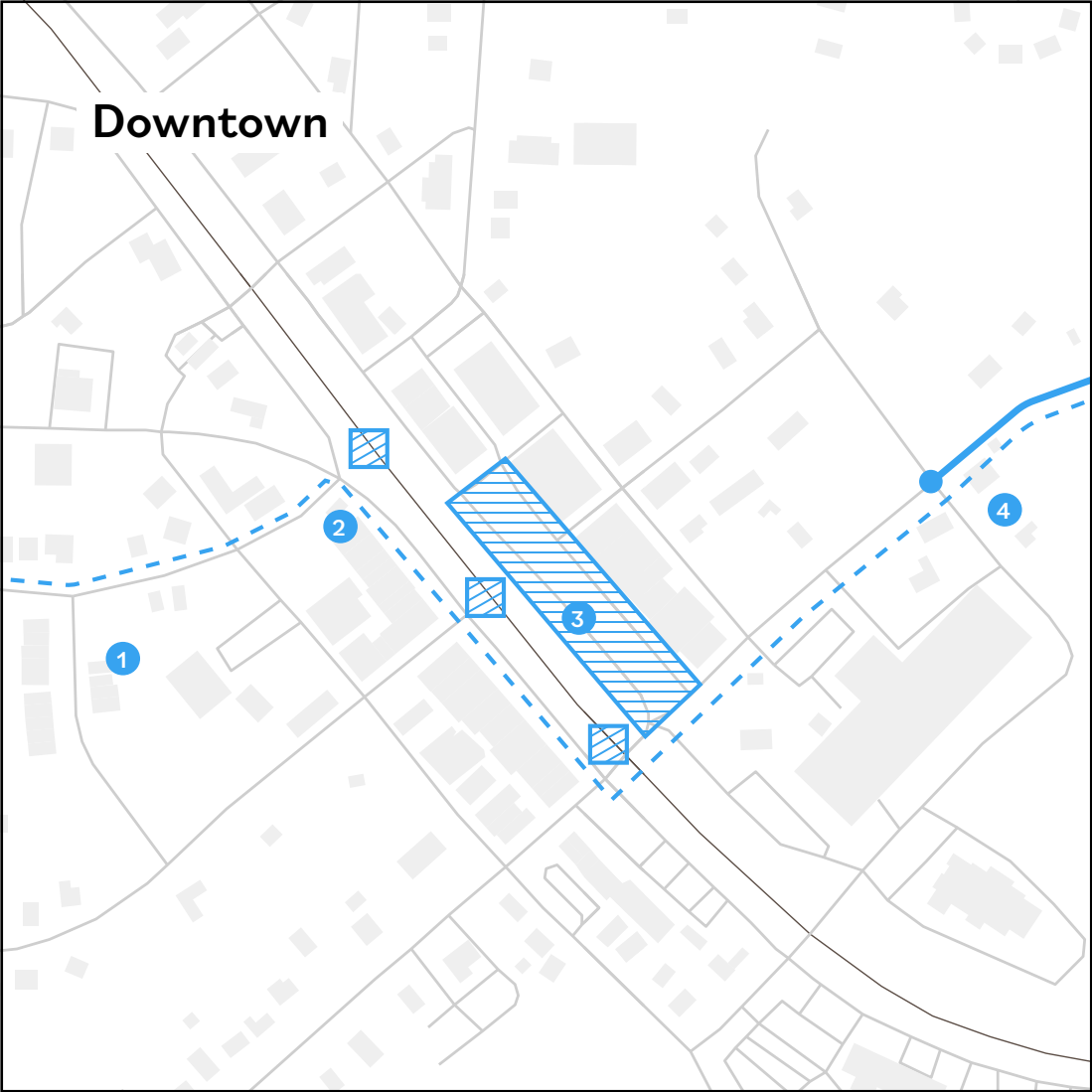


**RAILROAD CROSSING
SAFETY ENHANCEMENT**

The railroads that criss-cross Villa Rica at times act as barriers to pedestrian crossing. In Downtown, the railroad splits the city center and contributes to the impression that the downtown area is not a unified space. Creating safer, more comfortable, and more appealing ways to cross the tracks and Hwy 78 will go a long way to increasing the interactivity between the blocks north and south of them.



- 1. **State Route 101 (SR 101) to State Route 61 (SR 61) bypass - (Under Construction)** Bypass route will provide additional connectivity and alleviate truck traffic through the downtown area.
- 2. **Gold Nugget Trail Segments 1-5 - (Proposed)** Segments 1-5 of the Gold Nugget Trail are most directly connected to downtown and form a closed loop around the heart of the city. Trail routes are as portrayed in the Gold Nugget Trail Master Plan & Implementation Strategy.
- 3. **Mirror Lake Connector - (Phase 1 Under Construction)** The Mirror Lake Connector would connect the Mirror Lake Community and new developments along Mirror Lake Blvd/Punkintown Rd. directly to downtown.



- 1. **Gold Nugget Trail Segment 2 - (Proposed)** Segment 2 of the Gold Nugget Trail traverses the downtown core. If constructed, it has the potential to improve pedestrian connectivity between the north and south sides of downtown.
- 2. **Railway Crossing Enhancements - (Proposed)** Improved crossing conditions will contribute to a unified downtown.
- 3. **Northside Downtown Streetscape - (Proposed)** The proposed design for the north side of downtown encompassing Main and Temple streets will significantly alter the public realm by adding a new major public space and reforming traffic patterns north of Montgomery St.
- 4. **Mirror Lake Connector Phase 2 - (Planned)** Phase 2 of the Mirror Lake Connector, the segment that will connect Carroll St. to Cleghorn St. is planned but not yet under construction.

01. EXISTING CONDITIONS

In order to understand better which areas of downtown could benefit from placemaking ideas and opportunities, we first needed to get a lay of the land. This involved taking an inventory of existing assets, as well as challenges and barriers to connectivity, comfort, and sociability.

The result was a comprehensive physical and mental map of downtown. Throughout this section, underutilized spaces are identified and dissected, providing the groundwork for potential placemaking ideas.



Villa Rica boasts numerous assets in the downtown area and has already taken steps to enhance key sites, mainly through the LCI Plan and Renaissance Strategic Visioning Plan (RSVP) that were previously completed. Some assets (like those in the map below) are discreet, while others are general. At the end of the day, what is or is not considered an asset is a matter of perspective.

Assets need not be a city’s most polished places or attractive features. An asset inventory may also incorporate places and features that can add benefit in the future even if that may only be a potential today. For instance, an empty parking lot or a vacant space can be an asset because of its potential to host activities or as the site of a future development.



- 1. **Temple St./Main St.** - Temple and Main Streets are host to a collection of dining and retail establishments and are the site of future renovations identified by the LCI.
- 2. **Amphitheater** - The city’s main event space in the heart of downtown, attracting visitors during events. The sidewalk design can be used as a template for future streetscaping projects in downtown.
- 3. **Murals** - Downtown features several murals and is expanding its collection. Possibilities for additional mural locations will be explored in later sections.
- 4. **Westview-S Candler Alley** - An uninterrupted alley that enhances pedestrian connectivity, currently used as a utility corridor and for parking.
- 5. **S Candler-S Carroll Alley** - An L-shaped alley with a variety of enclosed areas that could be designed differently.
- 6. **Civic Functions** - Civic facilities contribute to the mix of uses downtown.
- 7. **Main St. Pocket Park** - A nook with benches and shade.
- 8. **Rail Crossing Plaza** - A small hardscaped area leading to the rail crossing connecting the two halves of downtown. The land around the tracks is also well-kept and attractively landscaped.
- 9. **Residential Uses** - Residences near or in downtown add a permanent user base for the public domain.
- 10. **Prospector’s Park** - A small park with its own stage. This space is ideal for programming and could be used for public or private events.
- 11. **“We Are VR” Gateway Sign** - An example of gateway signage and civic branding.
- 12. **City-Owned Property** - Potential infill site. More intense development on the north side of Church St. will extend downtown and change the character of the street.
- 13. **Surface Parking Activation** - During non-peak hours, these lots can be a stage for modest events.



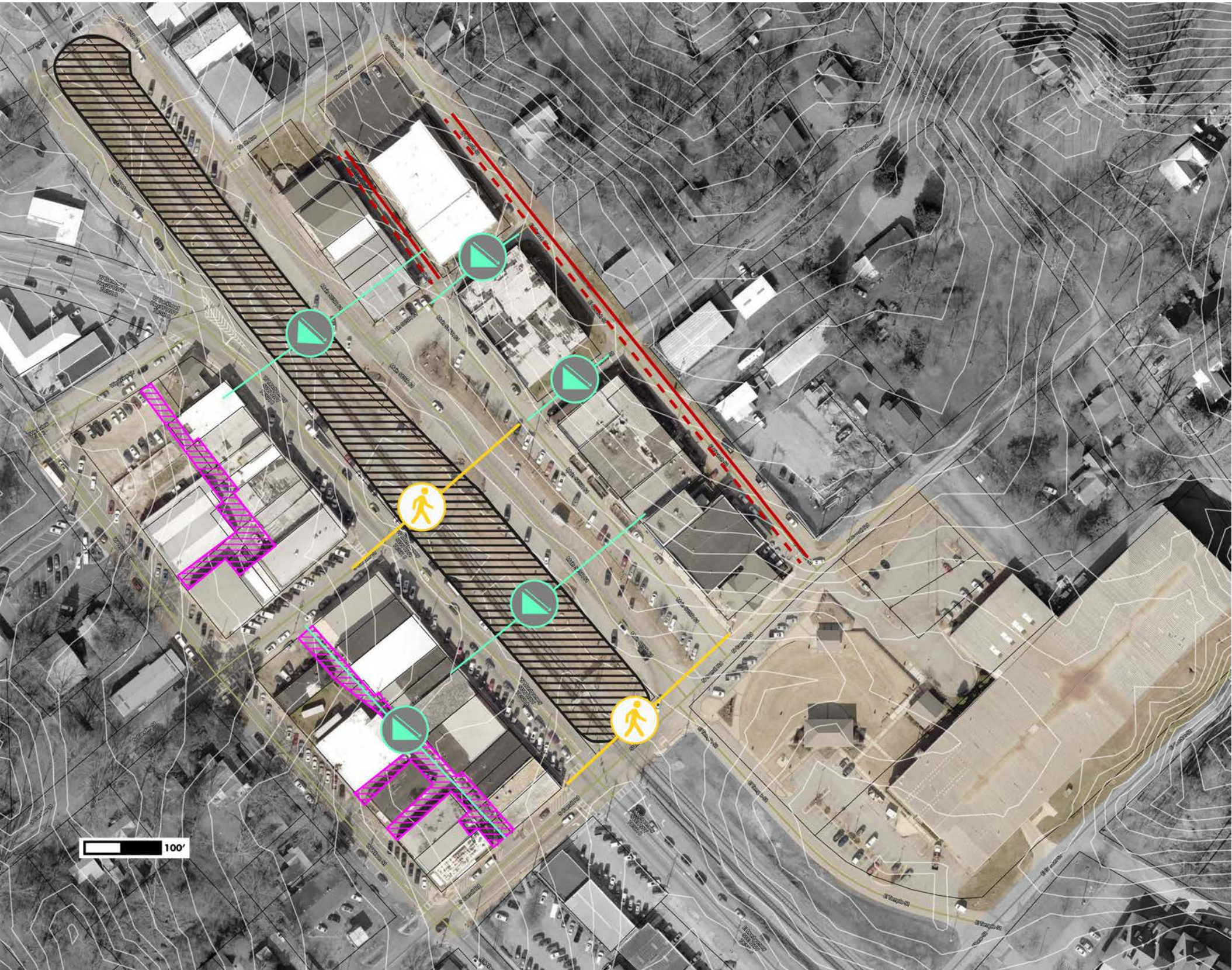
Note on Utilities

Due to the unique block conditions in downtown, there are concentrations of private utilities the streets and alleways that are under consideration as future design sites. Where this occurs on Church and Temple Streets, it is a result of single-loaded blocks, which have one row of buildings whose fronts face one street and the back another. Naturally, private utility access is relegated to the rear side of the building.

It makes sense that alleyways and “back streets” are used for utilities and services access, and it is likely not feasible to remove or relocate all of those functions. However, redesign efforts can focus on tidying, screening, or otherwise reducing their visual impact, and businesses may be encouraged to address the back streets as a secondary frontage.

LEGEND

- UTILITY POLE
- CONCENTRATION OF PRIVATE UTILITIES
- GREASE INTERCEPTOR
- DUMPSTER
- PORCH/STRUCTURE



Special Conditions

Special problems, some of which are common to other Georgia towns who have developed in a similar way, will bear an impact on the design choices and overall feel of downtown into the future.

- 1. Multiple Ownership of Alleyways: Split ownership will necessitate mutual consensus before redesign efforts commence.
- 2. Railway: Active rail line imposes certain limitations on what can be done in and around the property.
- 3. Crossings: Railway, road character, and road arrangements create less than ideal pedestrian crossing conditions. Efforts should prioritize making these pedestrian crossings as comfortable as possible, and to make the crossing distance feel and appear shorter even if not actually reducing it.
- 4. Elevation Gradient: Rail is sited on a ridge line that steeply declines moving away in either direction.
- 5. Front-Back Condition: An ideal street situation has frontage on both sides of the street.

LEGEND

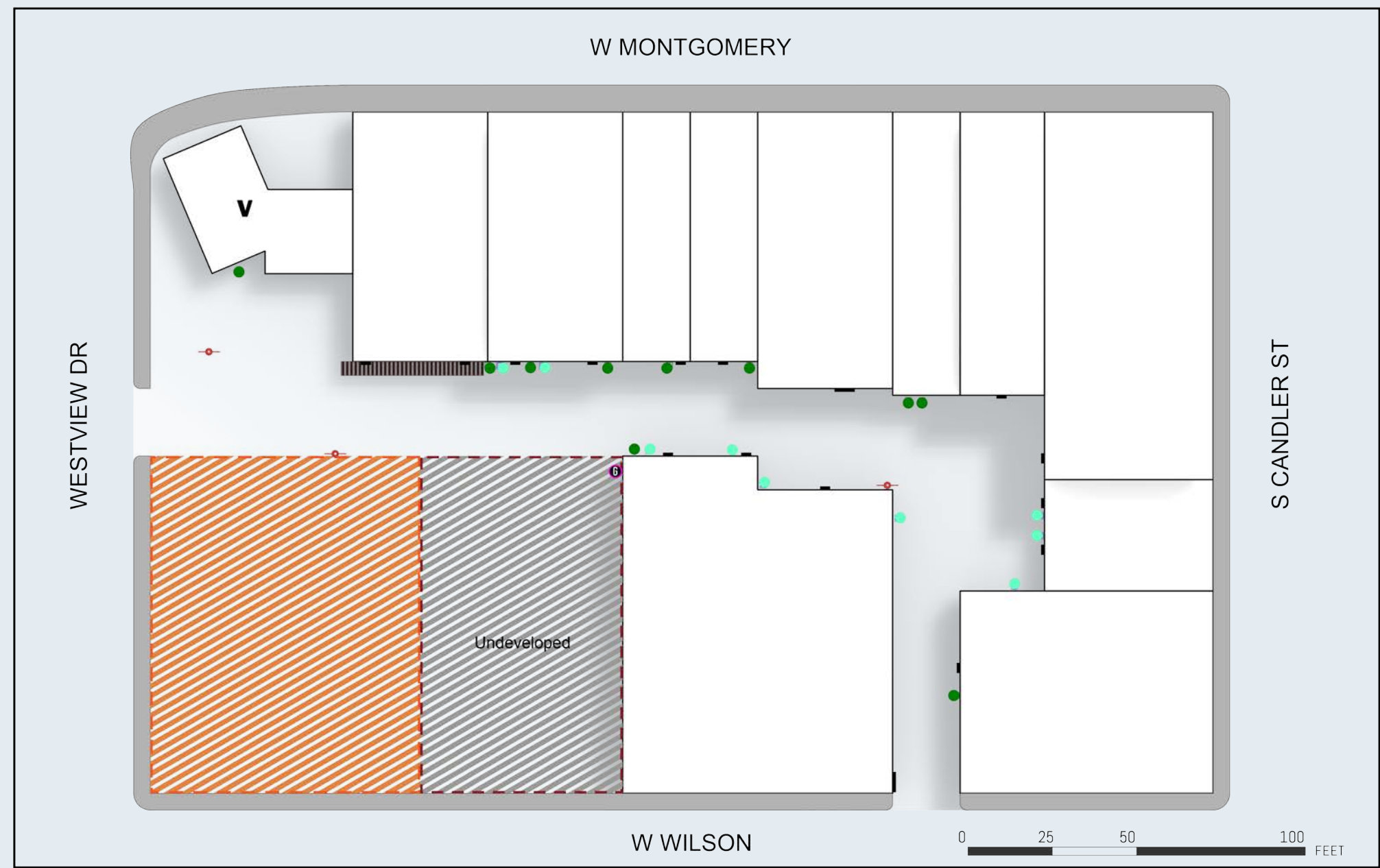
MULTIPLE OWNERS

RAILROAD BARRIER

TARGET FOR CROSSING IMPROVEMENT

STEEP ELEVATION GRADIENT

FRONT-BACK CONDITION



Professional Service
Southern Homes RAD Architecture Barber Shop In Motion Acting Studio Sew 4U Twofold Marketing Insurance Agency State Farm Insurance
Dining & Entertainment
Fong's Asian Market Cinema Tavern
Experiential
Crossfit Gym

Site Description

The arrangement of the buildings on the Westview-Candler block is unique in that the buildings create an L-shaped alley corridor that does not align with the block to the east. The central cavity where the alley opens up is roomy, spatially well-defined, and could be an opportunity for a design intervention in the future. There is a modest surface parking lot on the block that could be a site for future infill construction or programming and events. The commercial identity of the block is defined by professional services.

LEGEND

- UTILITY POLE
- TRASH/RECYCLING BIN (ROLL-OUT)
- DUMPSTER
- FENCING
- CELLAR
- PARKING
- AC COMPONENT
- GREASE INTERCEPTOR
- DOORWAY
- PORCH/STAIRS
- AUXILIARY STRUCTURE
- VACANT



LEGEND

- UTILITY POLE
- TRASH/RECYCLING BIN (ROLL-OUT)
- DUMPSTER
- FENCING
- CELLAR
- PARKING
- AC COMPONENT
- GREASE INTERCEPTOR
- DOORWAY
- PORCH/STAIRS
- AUXILIARY STRUCTURE
- VACANT

Professional Service

- Agape Hospice Care
- Salon 133
- Barber Shop
- Adorable Pet
- Caliber Construction
- Ford's Chiropractic
- America's Hair Place
- The Upper Cut
- Replacement Parts, Inc.

Retail

- Sassy Ladies
- Doyle & Sons
- Wear Me Again

Experiential

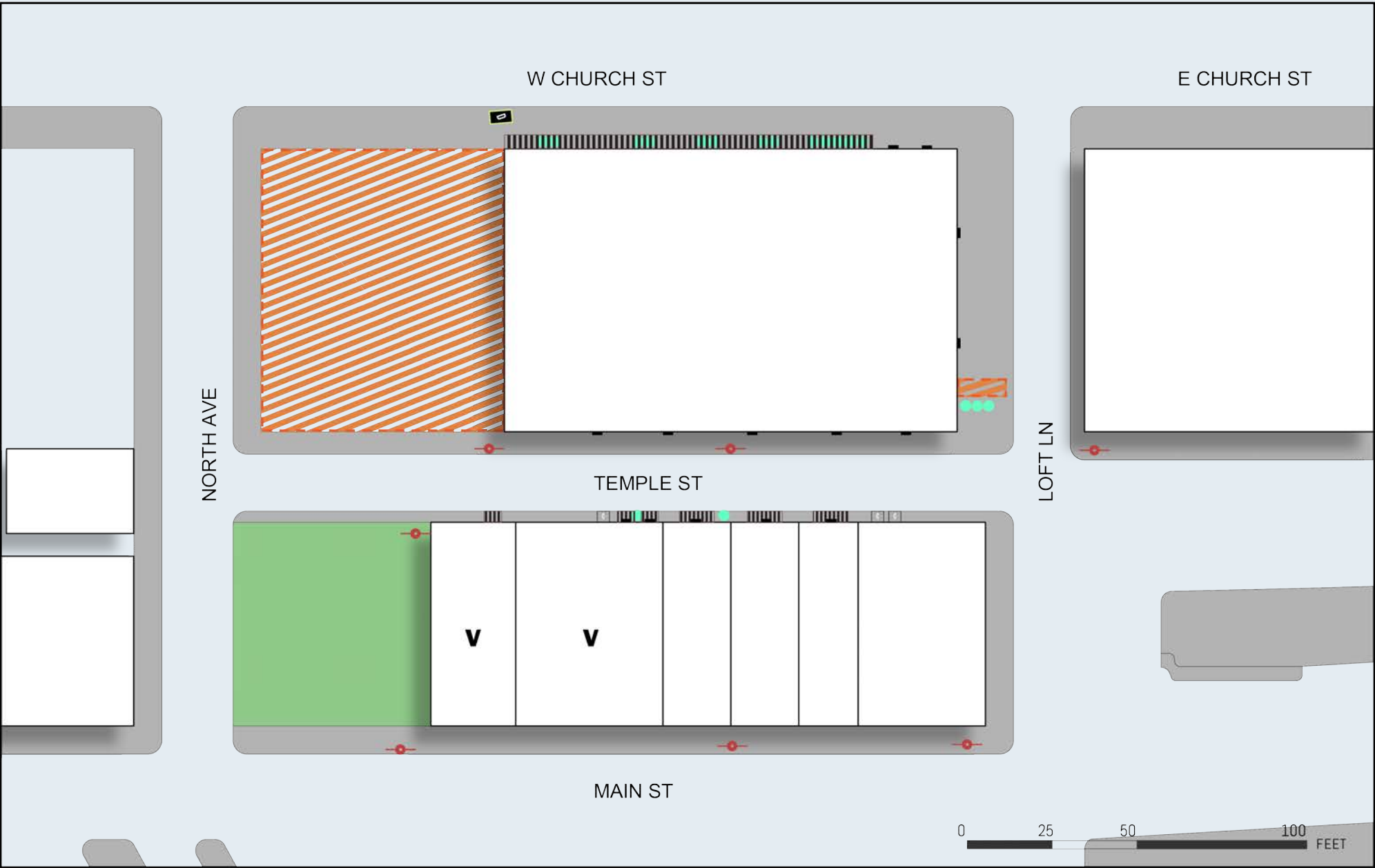
- Academy of Dance

Dining & Entertainment

- Chat & Choo
- Gabe's

Site Description

The Candler-Carroll block is made up of a mixture of businesses and a continuous alley network with multiple sites of ingress and egress that could be advantageous if the City and private owners choose to redesign part of the alley while maintaining some parking/auto-mobile use. The mix of businesses make it the most likely candidate for visitation and leisure activity south of Montgomery St. The co-location of Chat & Choo and Cinema Tavern (nearby) create a dining and entertainment node, which is across from the central railroad crossing.



Professional Service
Hudgins Properties
Retail
Haven on Main Eclectic Decor & More Realistic Holistic Jane's*
Dining & Entertainment
Hixtown Brewing (adjacent) Villa Rica Nutrition
Residential
Villa Rica Lofts

*Closed

Site Description

The Temple St. blocks are unique in downtown for having residential development. The special combination of residential, retail-oriented commercial establishments, and a small city park, coupled with its location at the edge of downtown and the fact that Temple St. functions as a minor road with a slow feel, create a quieter atmosphere in the downtown area. The surface parking lot across the street is a potential infill site if parking needs can be met by on-street facilities.

LEGEND

- UTILITY POLE
- TRASH/RECYCLING BIN (ROLL-OUT)
- DUMPSTER
- FENCING
- CELLAR
- PARKING
- AC COMPONENT
- GREASE INTERCEPTOR
- DOORWAY
- PORCH/STAIRS
- AUXILIARY STRUCTURE
- VACANT

EXISTING CONDITIONS | TEMPLE/MAIN & CHURCH ST. BLOCKS



LEGEND

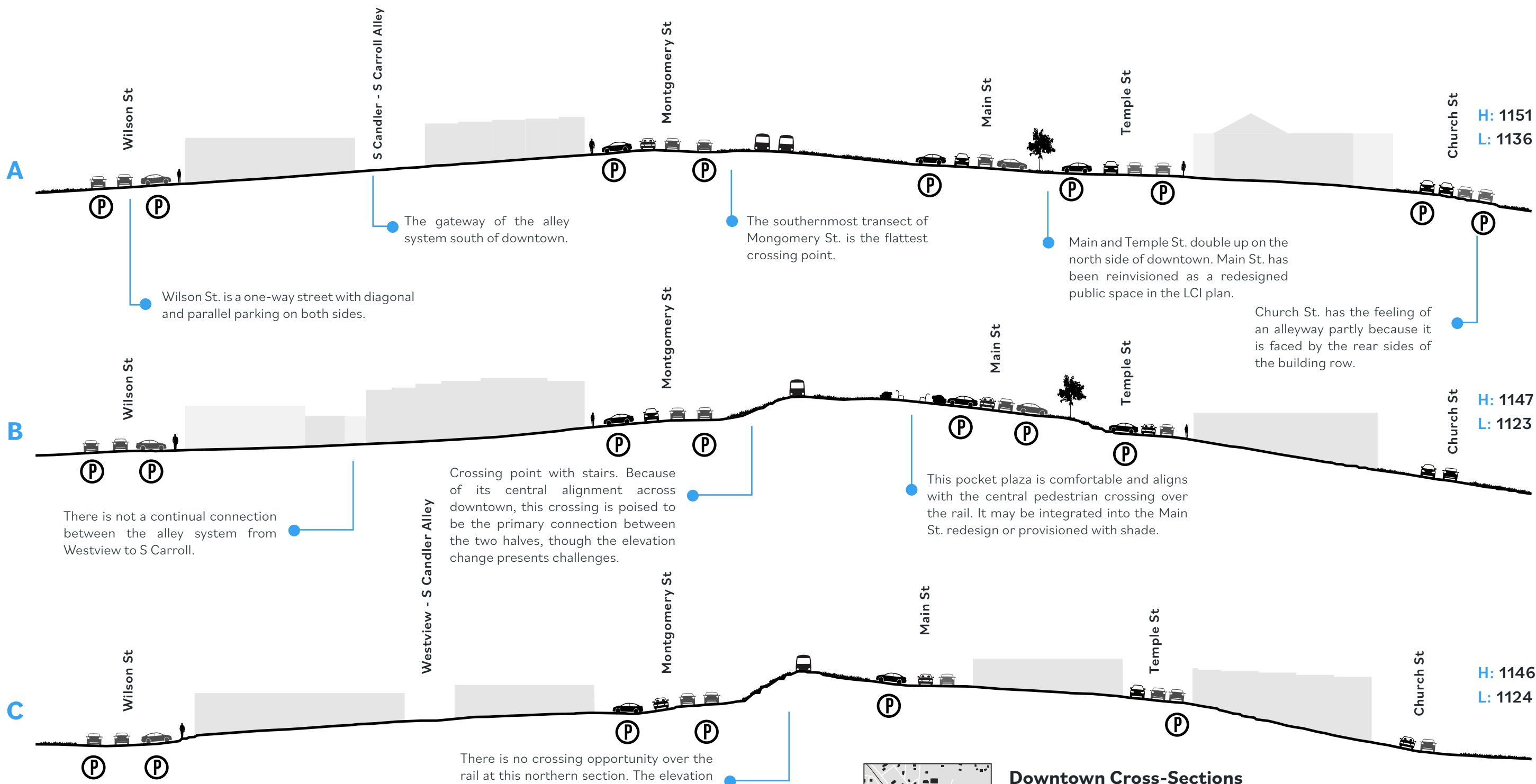
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|--------------|--------------------------------|----------|--------------|---------------------|---------|
| UTILITY POLE | TRASH/RECYCLING BIN (ROLL-OUT) | DUMPSTER | FENCING | CELLAR | PARKING |
| AC COMPONENT | GREASE INTERCEPTOR | DOORWAY | PORCH/STAIRS | AUXILIARY STRUCTURE | VACANT |

Professional Service
Camp and Co., Inc. Georgia Life Realty Barber Shop Mirrors of Beauty VR Barber Shop Sheer Vanity Hair Salon
Experiential
Trackside Music
Retail
Welcome Home Another's Treasures & Antique Wear Me Again
Dining & Entertainment
The Otherside Uncorked on Main Los Cowboys
Civic
Villa Rica Police Department Holt-Bishop Justice Center

Site Description

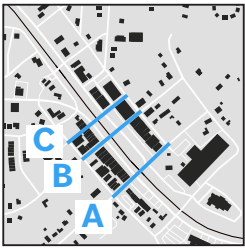
Main St. is the location of choice for an agglomeration of restaurants and the antique/specialty furniture trade. Placemaking improvements in this area can be geared towards enhancing the streetscape, pedestrian rest areas and amenity zones, and the outdoor dining experience. Compared to Main, Church St. is much less energetic. That may change if more active uses come to the area and infill sites along Church are developed.

TOPOGRAPHIC CONDITIONS | DOWNTOWN CROSS-SECTIONS



The vertical dimension is exaggerated by a factor of two (x2) for visualization purposes. Highs and lows in feet are indicated to the right but are approximate.

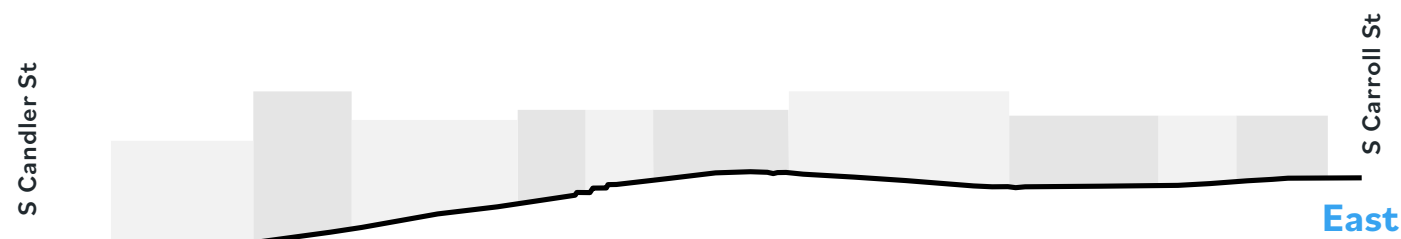
Source: Google Earth



Downtown Cross-Sections

The topographical conditions and the arrangement of the streets and rail create unique challenges. Primarily, the distance created by Montgomery St., the rail, Main St., and Temple St. create a divided downtown. Any improvement that will contribute to the sense of unification of the two halves will benefit the whole.

TOPOGRAPHIC CONDITIONS | ALLEY SYSTEM CROSS-SECTIONS



View from the S Candler - S Carroll alley, looking toward Montgomery St.



Start (East End)



End



View from the Westview Dr. - S Candler alley, looking toward Montgomery St.



Start (East End)



End

Alley East-West Cross-Sections

The alleyways south of Montgomery St. are not at a level grade. The buildings on the side of the block facing Montgomery St. straddle the elevation change.

The vertical dimension of the cross sections is exaggerated by a factor of two (x2) for visualization purposes.

Source: Google Earth

02. VISUAL PREFERENCE SURVEY

When a community begins a placemaking project, one question commonly comes up: what makes us, *us*? Placemaking offers an opportunity for a city to represent itself according to its own history, culture, and values.

Every community is unique, and the preferences of people in that community are too. Polling the general public on how these tastes converge or diverge helps placemaking advocates design features that foster pride, comfort, and excitement for and within a place.



As part of the design selection process, the consultant team created a visual preference survey (VPS). A VPS is a questionnaire that can target any number of facets related to design, style, or the type of intervention itself. It is a tool used by decision makers to help inform a proposed design.

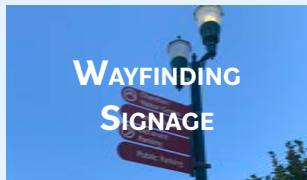
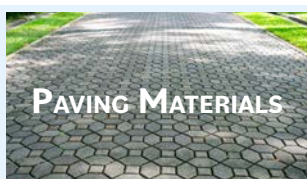
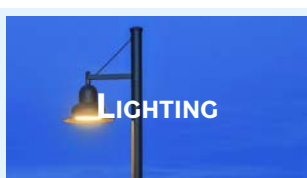
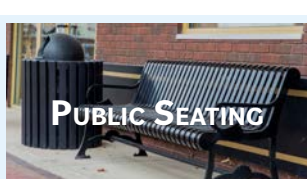
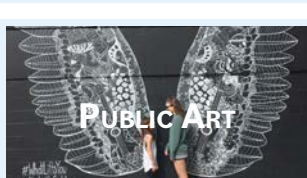
The Villa Rica Placemaking and Alley Activation Visual Preference Survey gauged participants’ opinions on eight topics:

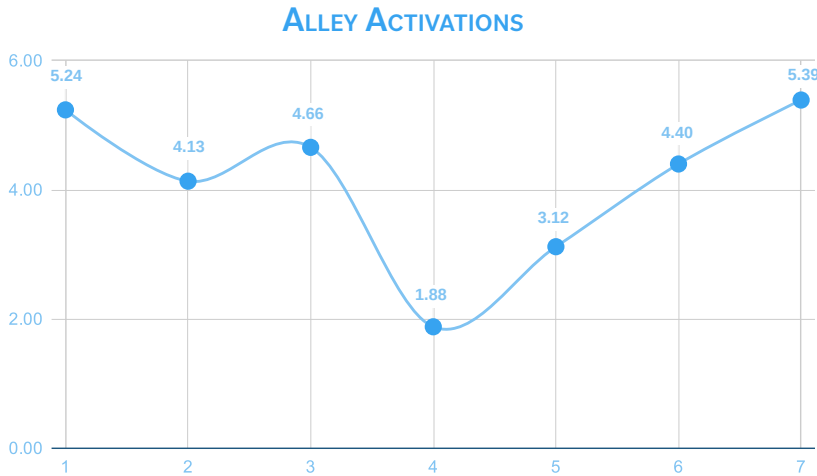
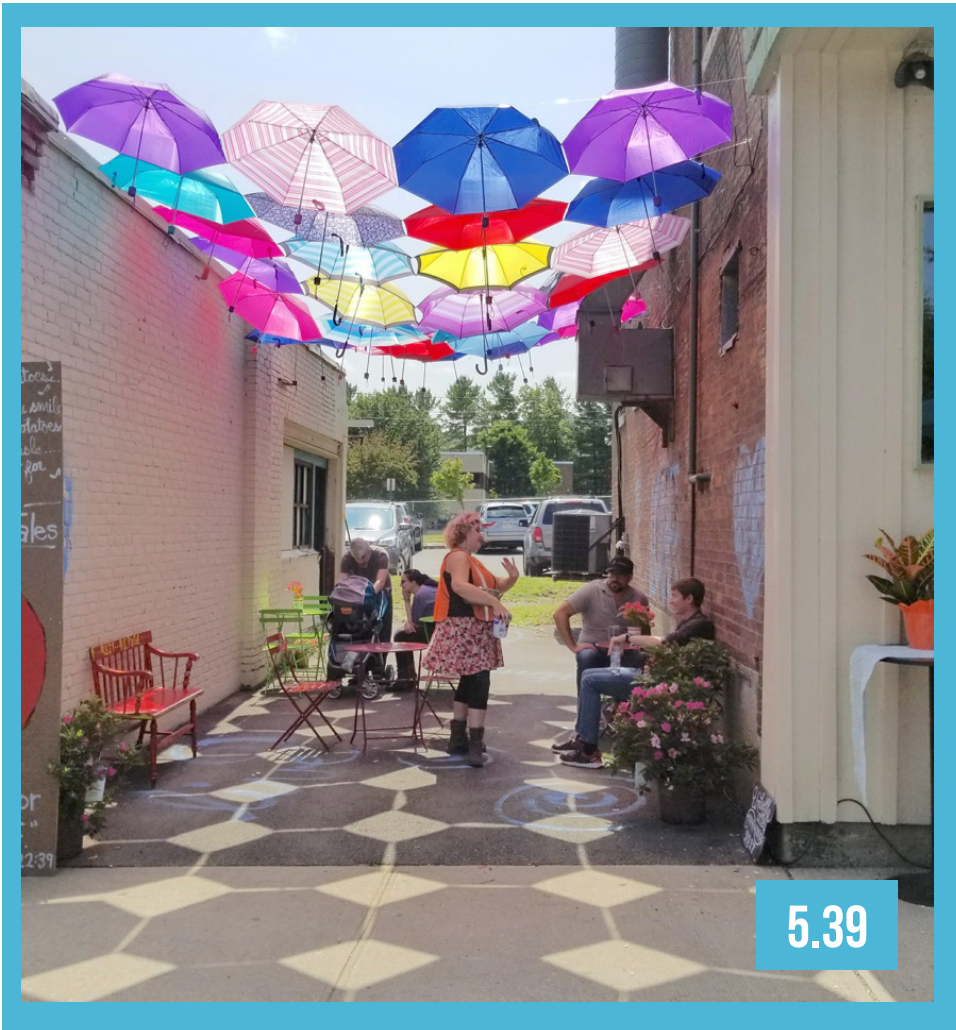
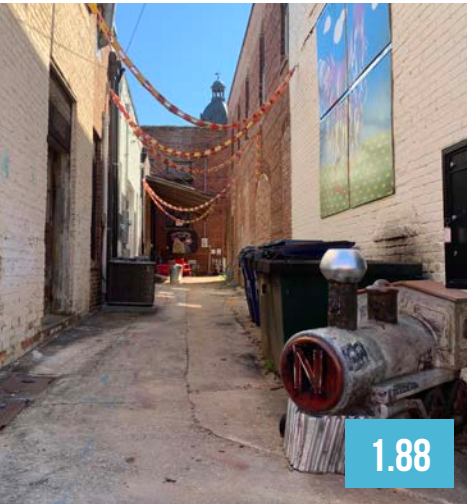
- 1. Alley Activation & Redesign
- 2. Wayfinding Signage
- 3. Plazas & Pocket Parks
- 4. Paving Materials
- 5. Lighting
- 6. Public Seating
- 7. Public Art
- 8. Street Interventions

In six of the eight sections, participants were asked to rate the appeal of a series of photos on a scale of 1-7 (higher being more appealing). In the two remaining categories, “Public Art” and “Street Interventions,” participants were instead asked to rate the appropriateness of different types

of design improvements. Because there is an undefinable amount of variation in how public art looks, the survey instead focused on types of art (murals vs. sculpture, for example) appropriate for downtown Villa Rica. Lastly, a short answer question was inserted in the “Street Interventions” section asking participants to identify the best places for street improvements in Villa Rica’s downtown area.

The VPS was first shared with a small focus group. Later on in the project, the same survey was advertised to a broad audience with assistance from City staff. This larger audience included elected officials, downtown business owners, and the broader public. Ultimately, the survey garnered 231 responses, with the vast majority of participants completing the survey in full. The following pages summarize the results of the VPS.

	The Alley Activation & Redesign section measured the appeal of alley redesign/renovation projects with different levels of complexity and design features.
	Wayfinding signage comes in different shapes, sizes, and media—including analog and digital. This section measured preference of different pedestrian signage interventions.
	Plazas and pocket parks are two types of public spaces that are invaluable to civic areas. The survey measured preferences for hard- and softscapes at once.
	This section of the survey gauged the appeal between implementing different types of hardscape materials throughout the civic environment.
	Variety in outdoor lighting is endless, with creative options growing year by year. This section attempted to put a finger on preference between a few broad categories of lighting styles.
	Public seating is a key design element in almost all public spaces. This section gauged preference on the materials and styles of seating furniture.
	The capacity to implement art in public spaces is as endless as the range of human creativity. However, there are a few types of public art that this survey aimed to differentiate.
	Like with public art, there are many possibilities with what someone could implement in the street. This section also measured preference between types of interventions.

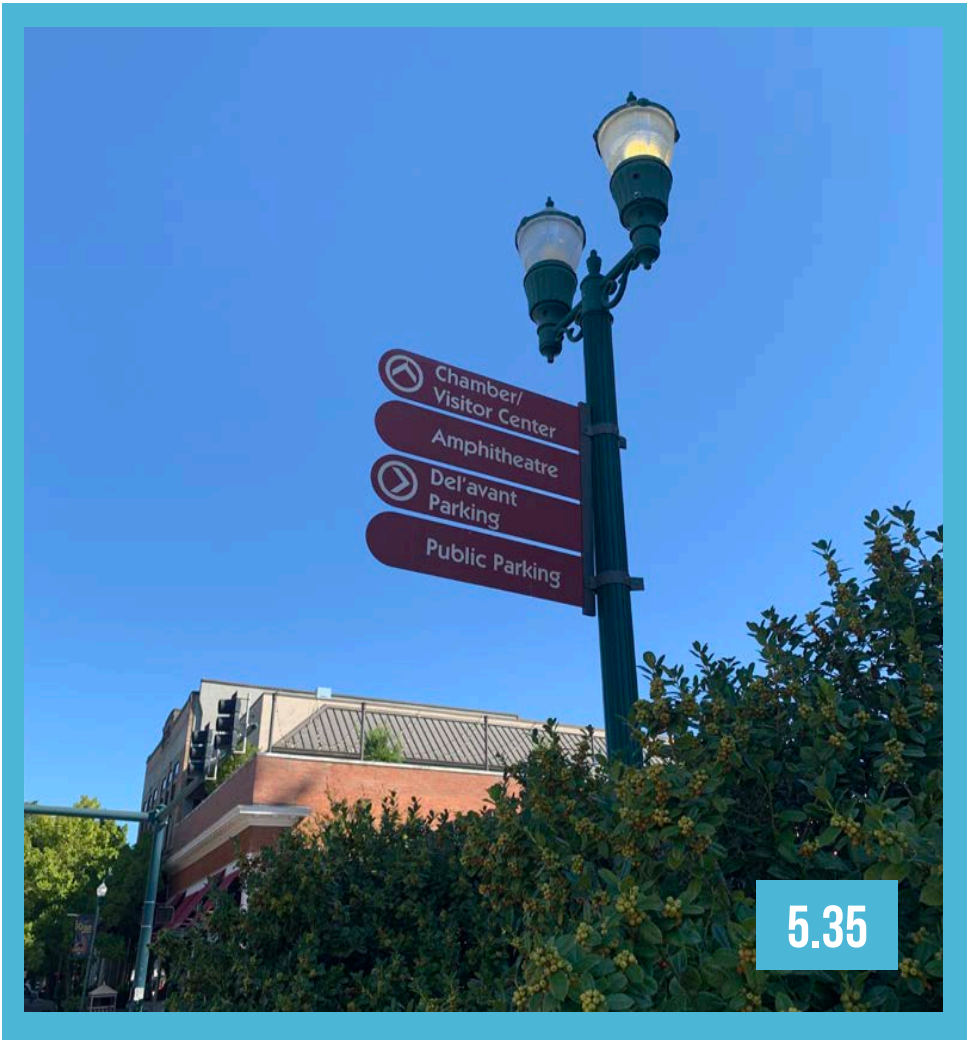


How Does it Fit into the Bigger Picture?

Alleyways are staples of urban infrastructure that provide additional avenues for utility services and secondary access to properties. More seldom remembered is that alleys are extensions of the pedestrian (and sometimes vehicular) connectivity network. Recently, there has been a surge in interest to reclaim these underutilized spaces and turn them into attractive pedestrian corridors, as places for activities and public art, or as rest areas for passersby and urban workers, to name a few possibilities.

Key Takeaways:

- 1. **Passive vs. Active** - Designs that feature opportunities to engage in activities were ranked higher, in general.
- 2. **Public Art** - Designs that incorporated art and color were ranked higher, in general.
- 3. **Public Seating** - Designs that incorporated opportunities to sit and rest were favored over those that did not.
- 4. **Tidiness** - The state of upkeep of the alley examples played a role in their overall attractiveness.
- 5. **Finish** - Examples with professional grade furnishing and accessories may be favored over examples where they were improvised from common materials and supplies.



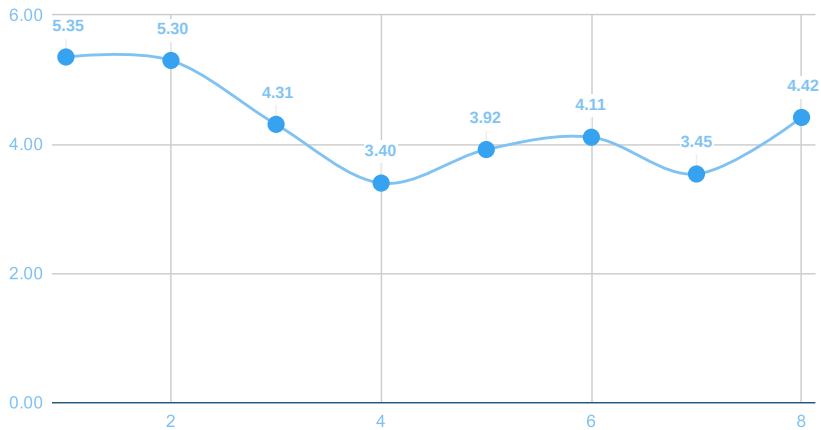
How Does it Fit into the Bigger Picture?

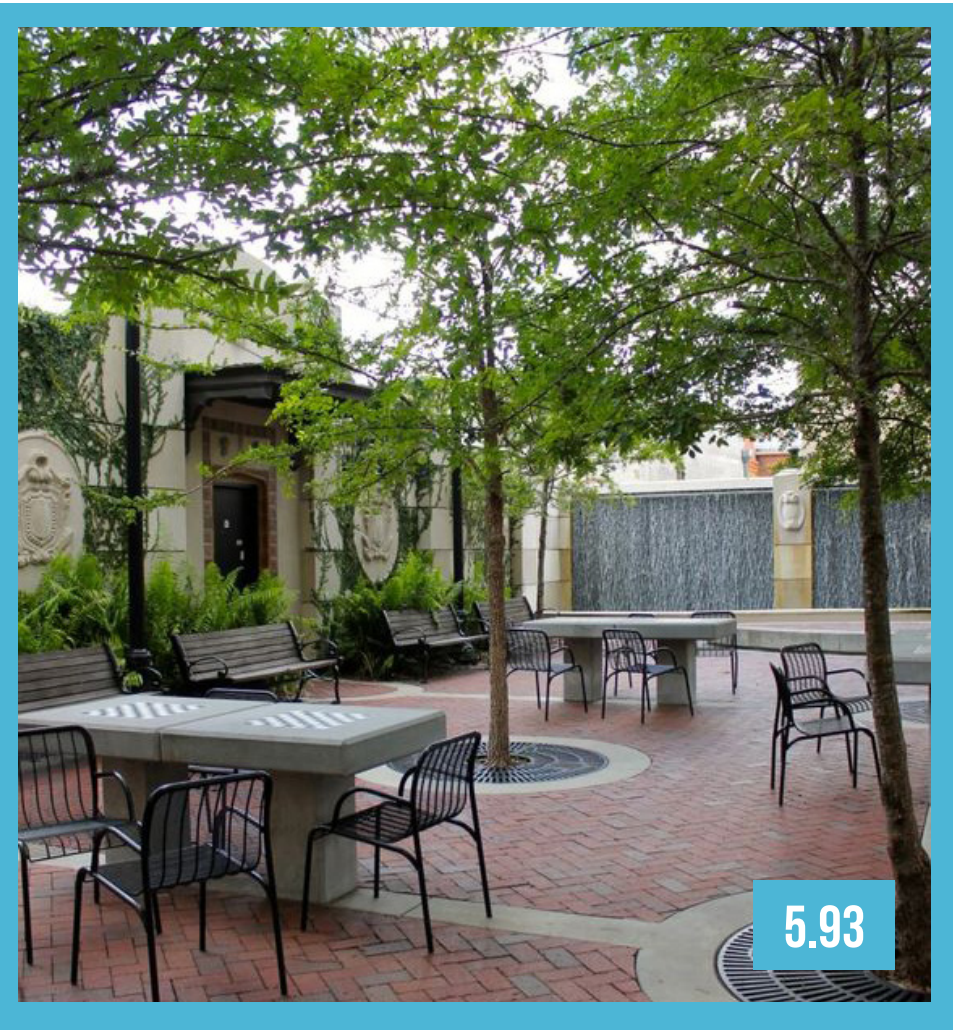
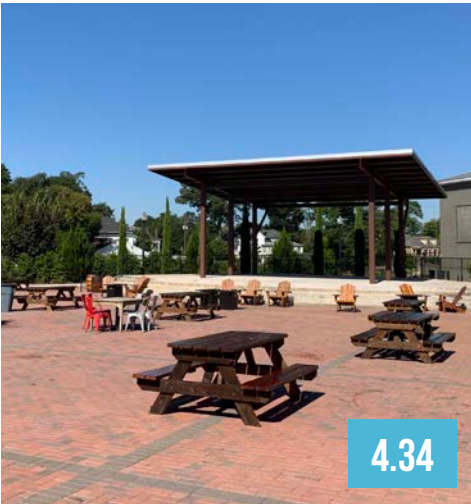
Wayfinding refers to the design elements that aid in navigation. Wayfinding signs and maps can be incorporated at different scales to serve pedestrians or motorized traffic, each requiring different standards. Prominent signs at key locations alerting travelers that they are entering a city, county, or neighborhood are a class of wayfinding referred to as gateway signage. The examples in the VPS deal with signage fit to the pedestrian scale.

Key Takeaways:

- 1. **Simplicity** - Simplicity and familiarity of design influenced preference. Picket style signs were favored, especially when mounted to lighting. Map-based wayfinding was not found to be as desirable.
- 2. **Materials** - Durable, familiar materials with neat finishes were preferred. Designs with more modern styles and experimental materials ranked lower.
- 3. **Contrast & Legibility** - Surveyees overwhelmingly preferred higher contrast designs and examples in which lettering was legible in the photos.

WAYFINDING SIGNAGE



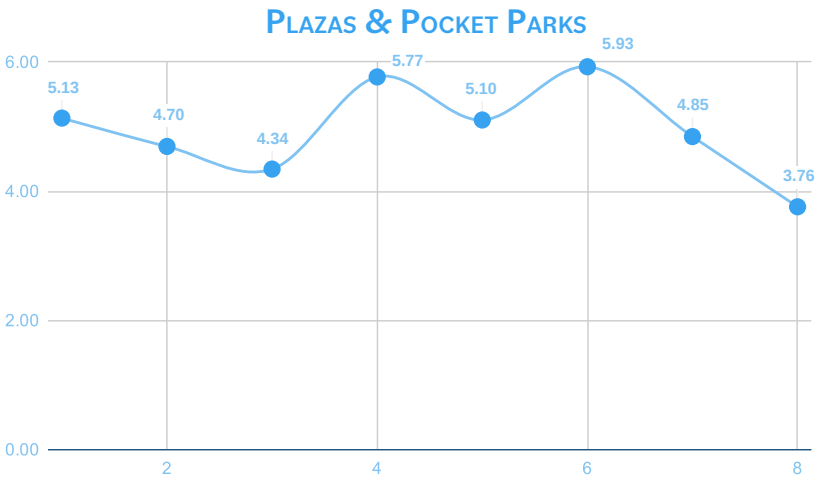


How Does it Fit into the Bigger Picture?

Plazas and pocket parks are two types of small public spaces (as compared to something like a regional park), with “plazas” referring to hardscape designs and “pocket parks” to softscape designs. Hard- and softscaping are in fact often mixed. Public spaces in the heart of a town or city are fairly common and usually built into the city design, like a central square or a park in an urban neighborhood.

Key Takeaways:

- 1. **Greenery** - Presence of trees and vegetation, and even grass, had a strong influence on preference. Of those, designs that incorporated trees were the most highly preferred. Total hardscapes were not as desirable.
- 2. **Shade** - Similarly, designs that offered some respite from the sun were more favored, in general. The design featuring a lawn was an exception, with preferences for greenery, tidiness, or grass itself outcompeting shade.
- 3. **Boundaries** - Examples where bounding elements created a sense of compactness and defined enclosure ranked higher.



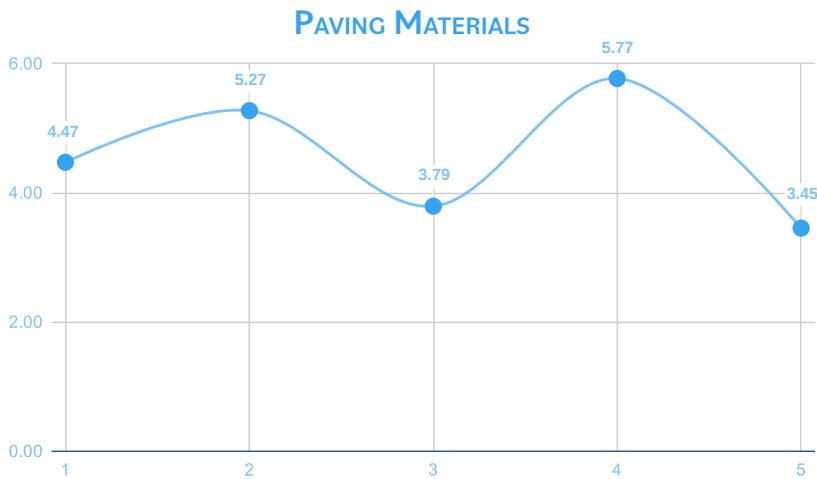


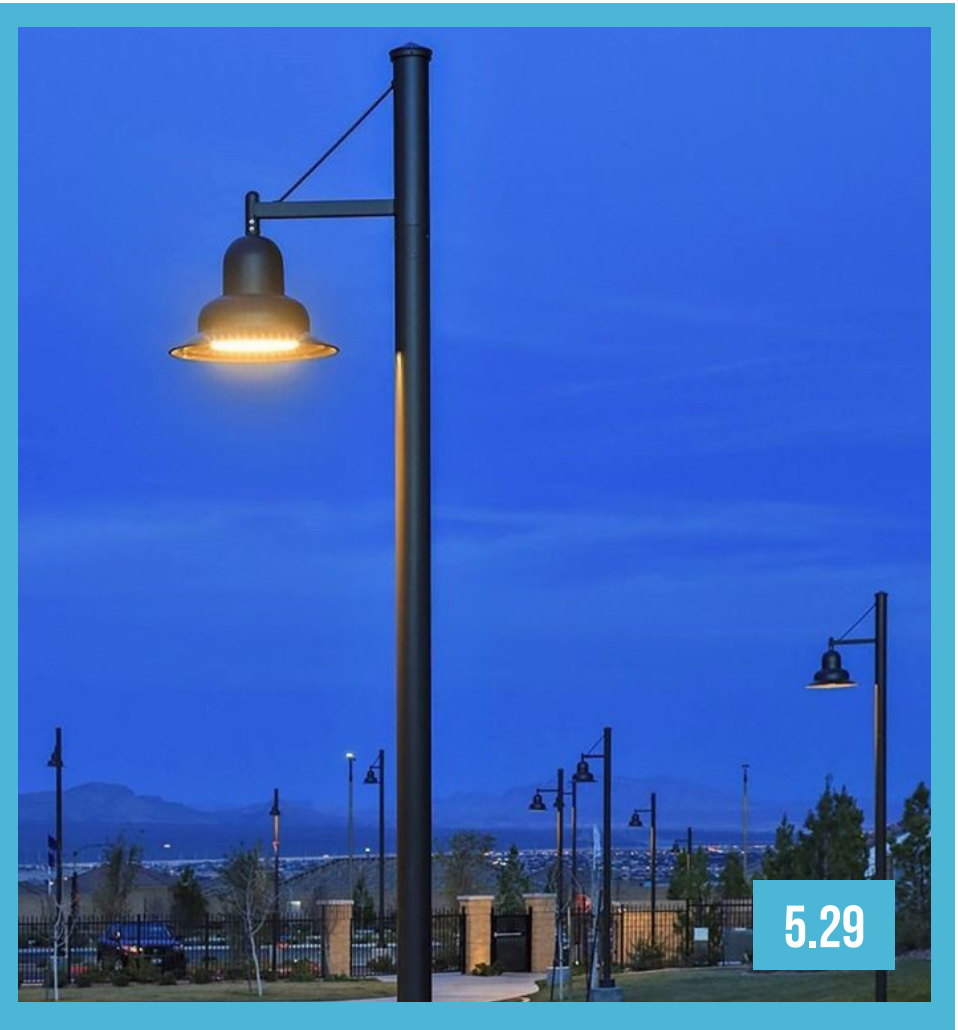
How Does it Fit into the Bigger Picture?

The choice of paving materials and patterns can add a unique flare to a sidewalk, street, or plaza. Besides aesthetic benefits, the choice of pavement can improve runoff conditions through enhanced permeability compared to concrete or asphalt, and combinations of different pavers can delineate different types of areas. For instance, a planting buffer on a sidewalk can be highlighted by a different material than the main walking area, or a pedestrian street or alley may be paved differently as a cue to its unique identity.

Key Takeaways:

- 1. **Patterning** - Patterned designs, as those made through arrangements of stone or brick pavers, were preferred over plain concrete.
- 2. **Materials** - Overall, cut stone was the material of choice. Patterned stone and brick, which lend a more formal image to a hardscape, ranked higher than more permeable (permeable pavers) or organic (cobblestone) designs.



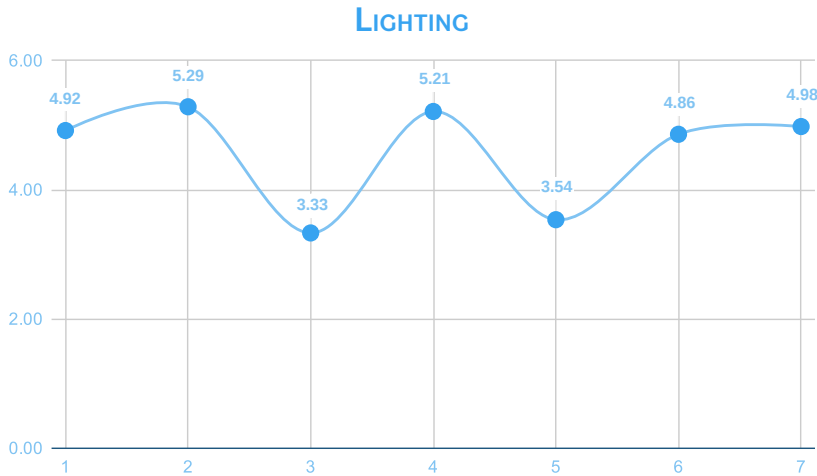


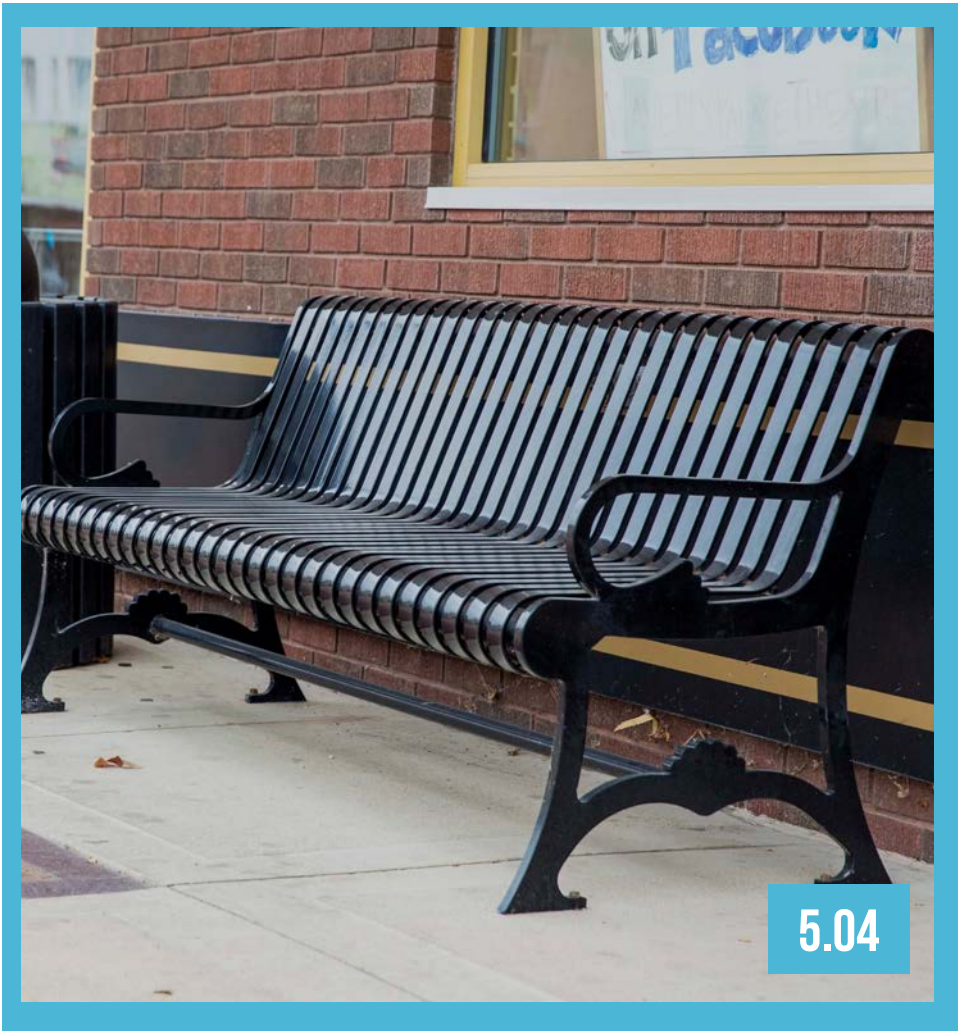
How Does it Fit into the Bigger Picture?

Lighting contributes to safety and enhances the ambiance of a public space. Different types of lighting designs and levels of brightness alter the intensity and direction of light that is cast.

Key Takeaways:

1. **Design** - Standalone fixtures were generally preferred over attached lighting, with the exception of string lights. Of the standalone fixtures, the overhead lighting was the most popular. This case is similar to the string lights, where the light source is above the user.
2. **Wall and Flood Lighting** - Wall and flood lighting ranked highly. These types of lighting are usually used for more decorative purposes and may be appropriate as supplementary lighting at outdoor venues or public spaces.



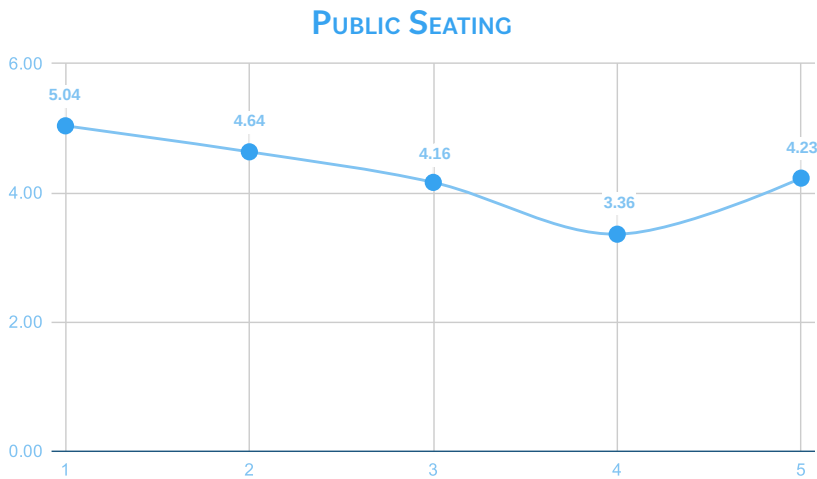


How Does it Fit into the Bigger Picture?

Places to sit and rest should be common in a public space and their placement should be carefully considered. Though their material and style can vary to suit a variety of needs, their purpose is simply to offer the pedestrian a place to stop, rest, and observe in the public realm.

Key Takeaways:

- 1. **Materials** - Stone and wooden seating was less preferred than metal.
- 2. **Style** - In general, seating that imparted a rustic feel, like uncut stone and wood, was not as preferred as metal seating. Surveyees preferred the familiar and durable metal benches.





3.07



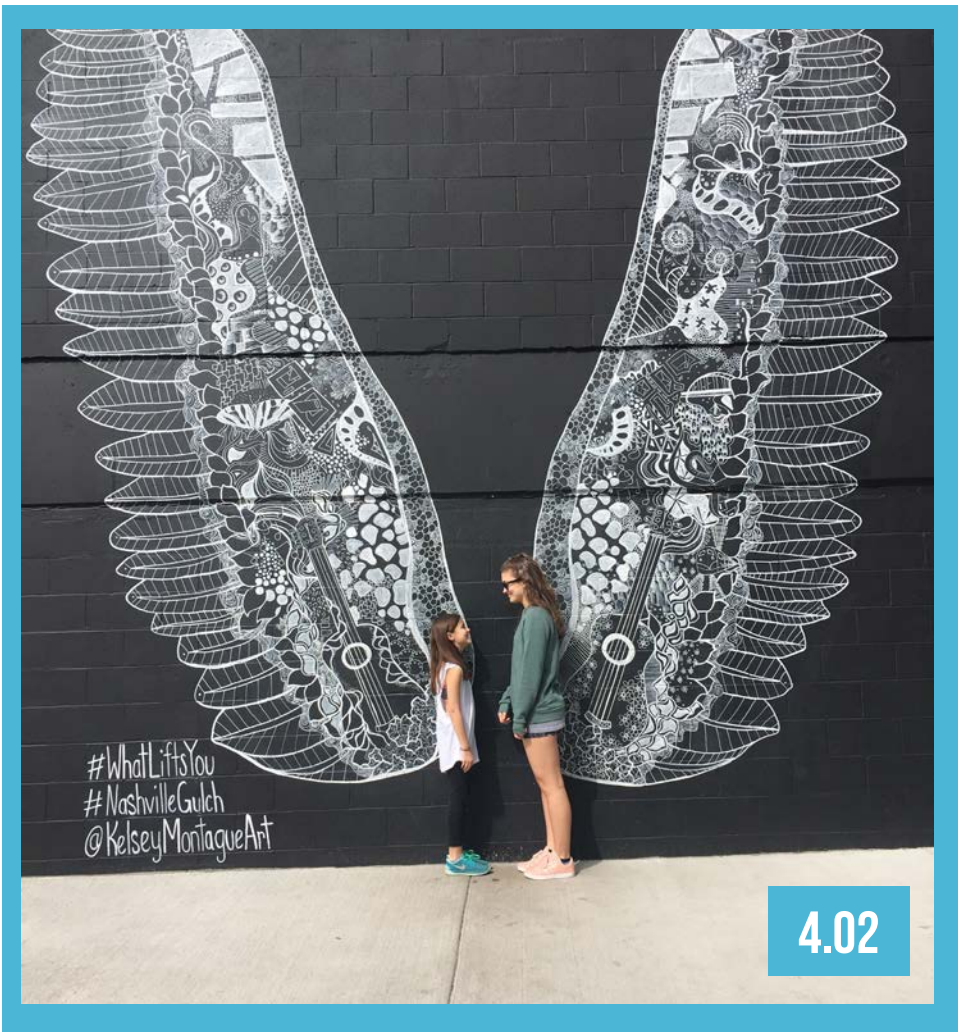
3.18



3.29



3.90



4.02

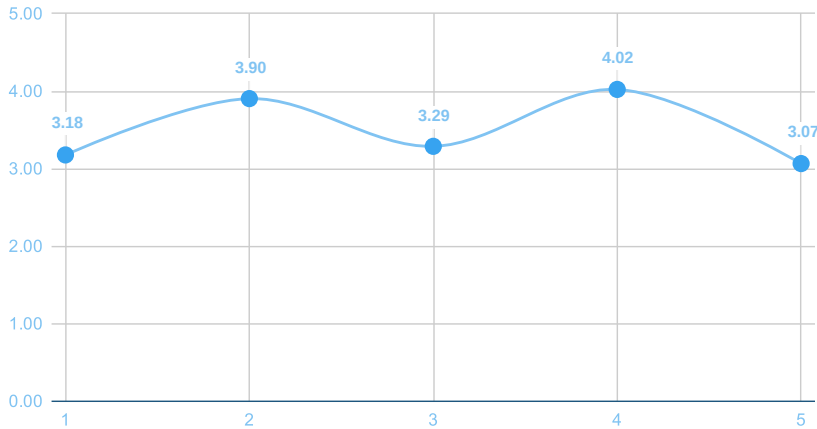
How Does it Fit into the Bigger Picture?

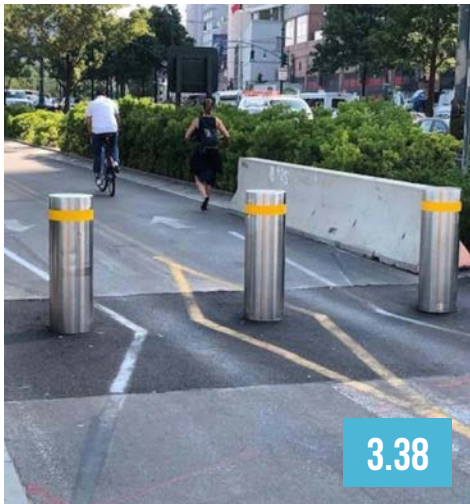
The complete body of public art is too vast to assess through a visual preference survey. This VPS was repurposed to gauge preference between *different types of art installations*. The most common type of art that appears in public settings is two-dimensional visual art, which can be applied to any surface and includes murals. Murals are perhaps the most common genre of art found in cities and towns. The survey broke out murals into three types: murals that are purely artistic (masterpiece murals), murals that have a branding component (welcome murals/civic branding murals), and murals that create an opportunity for interaction (interactive murals).

Key Takeaways:

- 1. **Type** - Murals were more highly preferred than other types of art installations.
- 2. **Interactivity** - Among types of murals, those that incorporated a branding element were ranked higher, and interactive murals ranked higher still.

PUBLIC ART



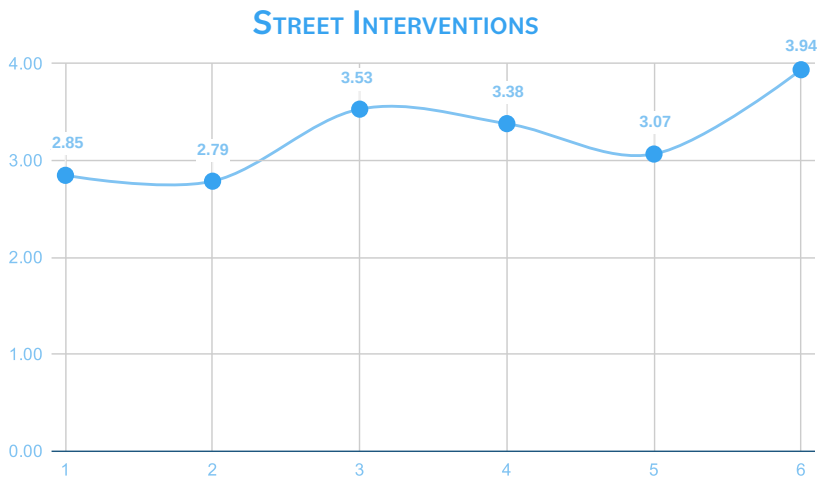


How Does it Fit into the Bigger Picture?

Street Interventions is a survey category that explores several types of design implementations that could be applied in the street, whether they are related to altering traffic conditions or enhancing the street space for pedestrians.

Key Takeaways:

- Traffic Calming** - Traffic calming interventions like bump-outs and chicanes that encroach on lane space were ranked as less appropriate for Villa Rica. However, bollards achieved a higher score, which may indicate some preference for streets or trails closed to vehicular traffic.
- Crossings** - Painted crosswalks were ranked relatively high among these choices, which may indicate a desire to enhance crossing conditions for pedestrians, or they may have appealed as another way of enlivening the public space with art.
- Parklets** - Parklets were ranked as the most appropriate street intervention by surveyees. There are some outdoor dining spaces in Villa Rica that resemble parklets in form and function. Although the dining areas are for private use, they are similar to parklets.
- Public Realm** - The preferred interventions, in general, were those that enhanced or extended the public realm for pedestrians, as opposed to measures that influenced vehicular traffic patterns.

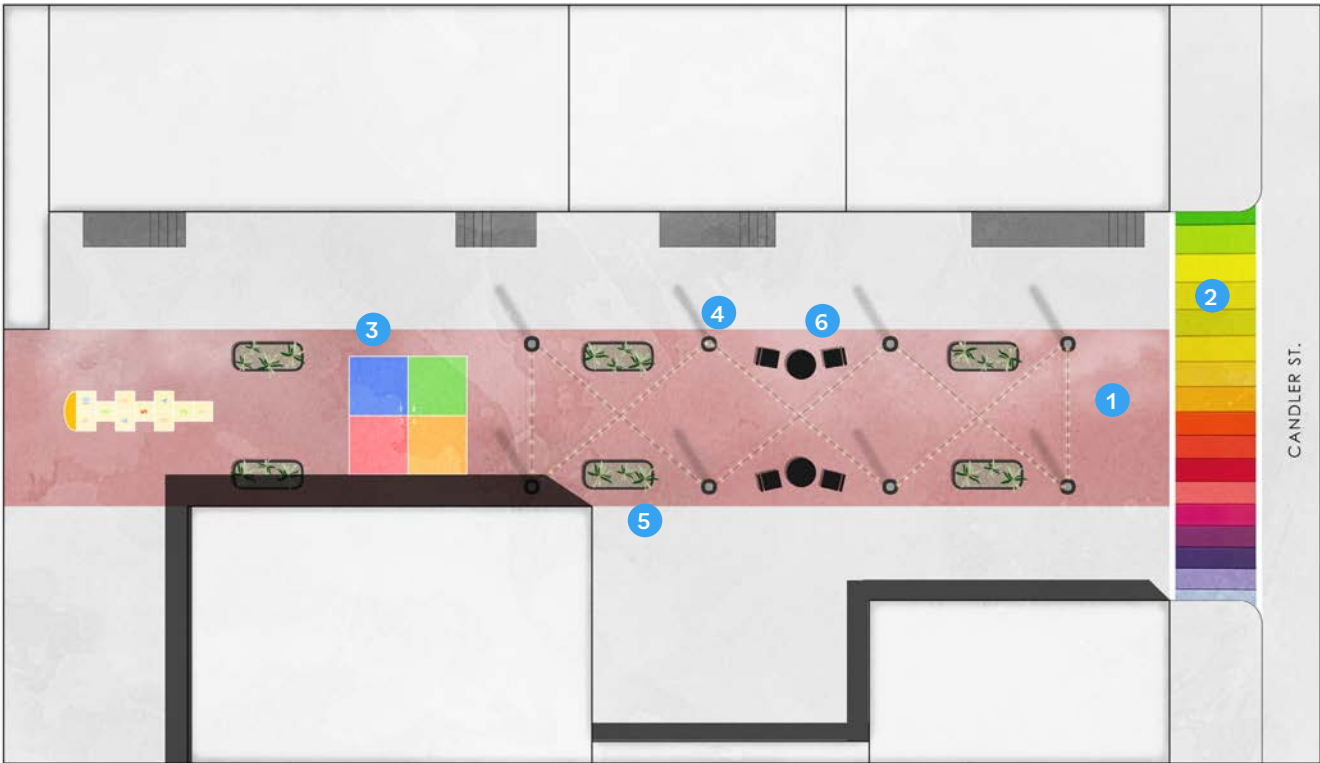


03. DESIGN

With existing conditions mapped and visual preferences surveyed, the project team began drafting designs for specific areas with high potential for placemaking projects in downtown Villa Rica.

These designs are mere examples of what could be possible in these locations, and to what degree. Still, they offer a transformative glimpse into how placemaking can change the landscape of downtown, paying special attention to the four key qualities of placemaking projects (see pgs. 8-9).



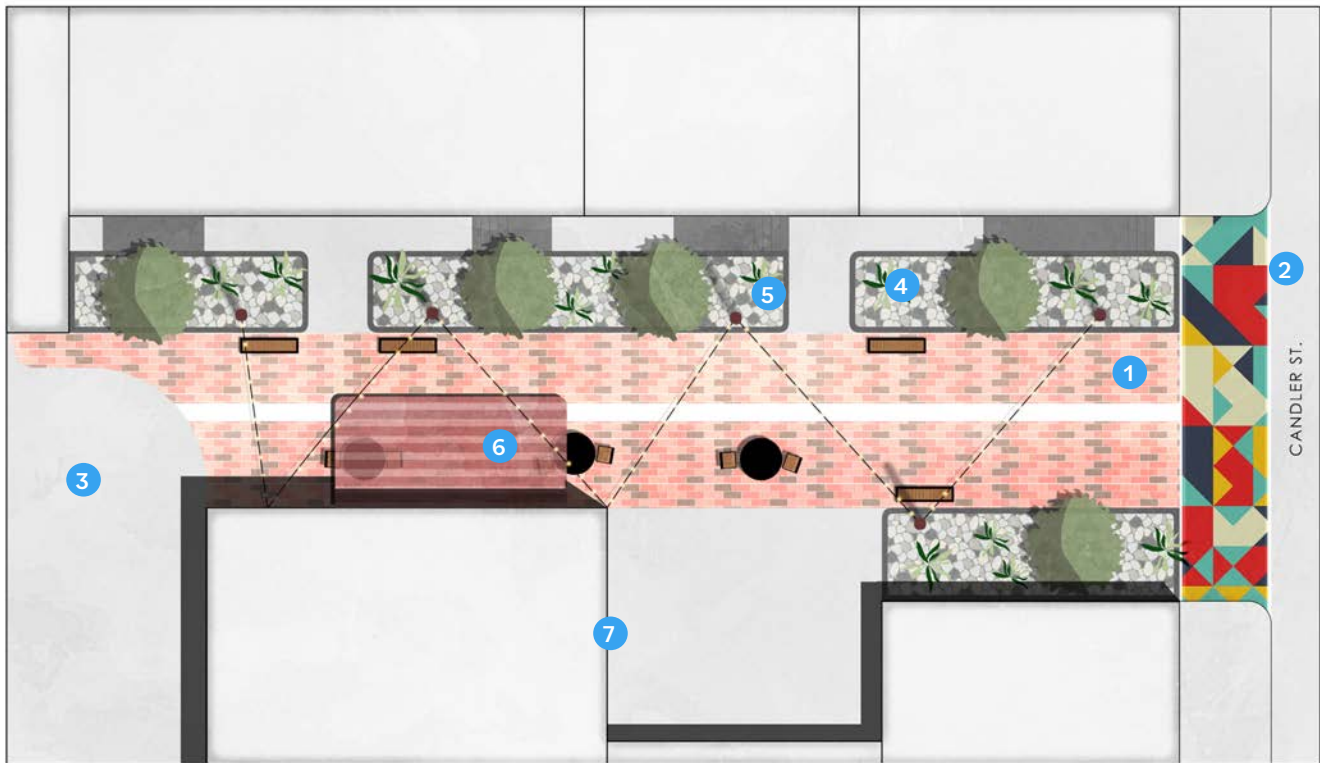


Design Option 1 (Intermediate Level): Tactical Urbanism Activation

1: Tactical Urbanism Activation

Tactical urbanism is a design approach that emphasizes lighter, quicker, cheaper designs and methods that are easy enough to install by grassroots, volunteer efforts. This design scenario is a low- to intermediate-level project that does not require complex renovations or intensive labor and soft costs. The design elements can be purchased from local supply stores or improvised from donations. Installation can proceed around existing obstacles. This project can be completed with volunteers, city staff, and local professional advisors.

- 1. Street paint delineating the project area. Should terminate shortly after but can continue as long as desired.
- 2. Painted crosswalk as a gateway marker and attractor. Design would be best kept simple.
- 3. Chalk games or game objects.
- 4. Simple beams or poles with a weighted base can serve as points to attach lights.
- 5. Galvanized metal planters or an equivalent of different material.
- 6. Moveable seating and tables.



Design Option 2 (High Level): Landscaped Alley Activation

2: Landscaped Alley Activation

This option is a higher-end, long-term to permanent installation that will involve disrupting the existing site and private utility obstructions (public utility poles can be circumvented). The design envisions dedicated planters with landscape curbing, multiple plantings, and a repaved surface alongside upgraded seating and lighting setups. The repaved area would be closed to vehicular traffic and may benefit from a curb at the terminus. Pavers could terminate at the end of the southern row of buildings to retain vehicle access via the alternative route.

- 1. Surface repaving using brick pavers.
- 2. Painted crosswalk as a gateway marker and attractor. A more complex design can be executed by a professional.
- 3. Alternative alley access point still available for thru vehicles.
- 4. Planters with landscape curbing.
- 5. Metal beams or light poles to serve as attachment points for string lights. Treated wood can be a substitute.
- 6. Awning. A shade canvas or sail that can be stretched between buildings and/or other attachment points can be a substitute.
- 7. Mural design opportunity, visible from the street.



View of S Candler - S Carroll Alley Design 2 from S Carroll



Design Option 1 (Intermediate Level): Enhanced Temple St.



Design Option 2 (High Level): Redesigning Temple St.

1: Enhanced Temple Street

Option 1 proposes improvements to Temple Street without changing the dimensions of the sidewalk or vehicular traffic lanes. The improvements include action items related to enhancing the appearance, safety, and feel of the street, such as adding lighting and planting the existing buffer strip with street trees. Screening the utilities and auxiliary structures of the southern row of buildings and making crossing areas more prominent are additional suggestions.

- 1. Street trees planted, in existing planting strip, if wide enough.
- 2. Street lighting. Some street lamps, attached to utility poles, are present, but lighting could be expanded.
- 3. Two-way directionality maintained.
- 4. Screening for rear access porches, cellar access points, and private utilities.
- 5. Clearly demarcated crossing areas, especially leading to Prospector's Park.

2: Redesigned Temple St.

This option proposes renovating the street into a one-way corridor with a formalized parallel parking area. The narrower thruway, complete with amenities like street trees and lamp-posts, will lend a calmer feel to the street. Drivers will adapt to these new visual stimuli and physical conditions by driving more slowly, as this part of Temple St. will contrast with the neighboring Main St. blocks. Above-and-beyond tree planting designs should provision for tree wells and tree grates.

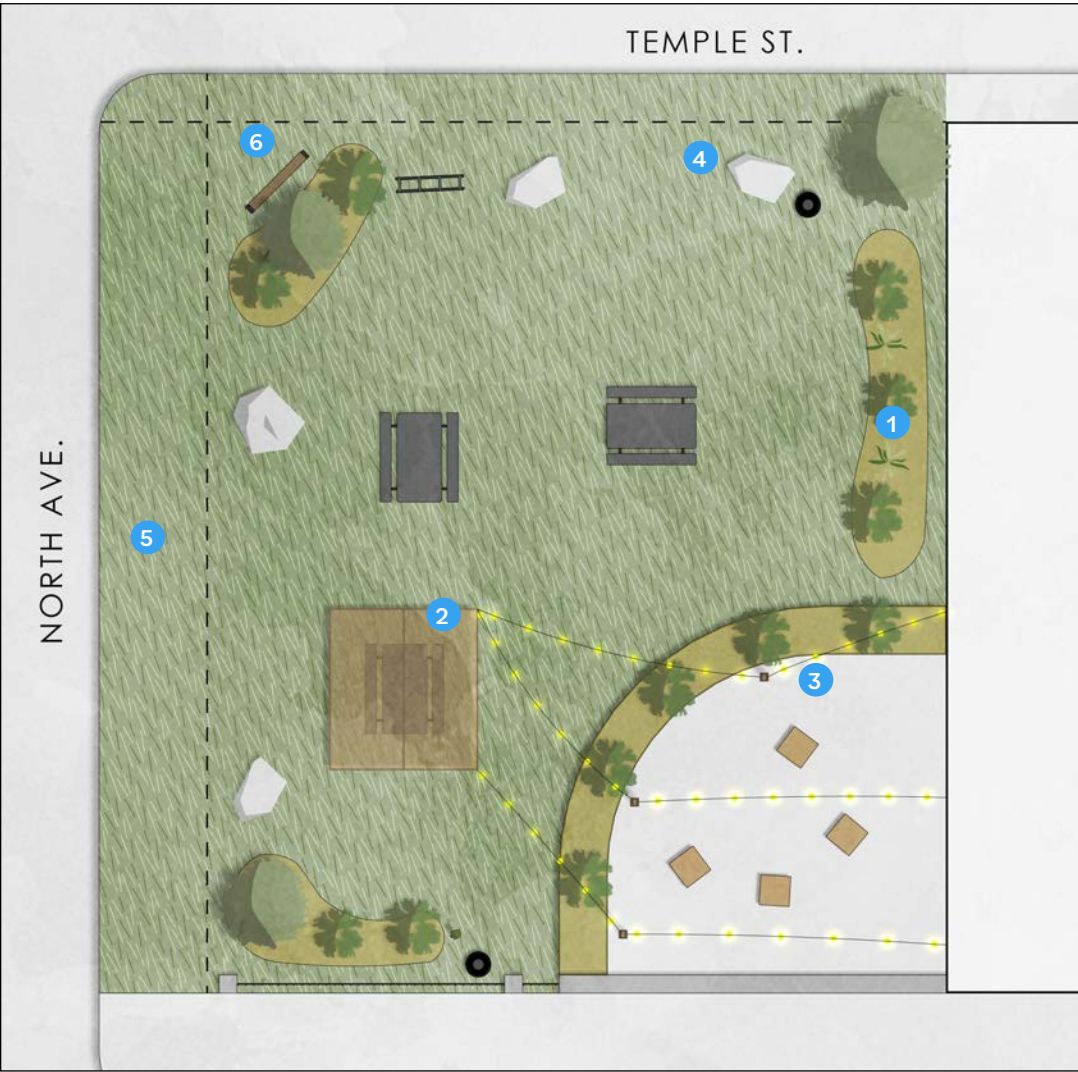
- 1. Bump-outs and sidewalk renovation, including curb installation.
- 2. Striped parallel parking area.
- 3. Street tree plantings with tree wells.
- 4. Expanded street lighting with partial or full replacement of lamps attached to utility poles with standalone lamp posts.
- 5. One-way directionality.
- 6. Screening for rear access porches, cellar access points, and private utilities.
- 7. Clearly demarcated crossing areas, especially leading to Prospector's Park.



View of Temple St Design 2 from North Ave.

PROSPECTOR'S PARK | DESIGN PLANS

Design Option 1 (Intermediate Level): Enhanced Prospector's Park



1: Enhanced Prospector's Park Concept

Design Option 1 proposes enhancing the existing park by adding new amenities, landscaping, and upgraded street objects, but without any major site work. The lighting, furniture, shelter, and landscaped areas will make the site more comfortable and park-like, while boosting opportunities to host groups and individuals. Besides landscaping and shelter installation, the other components may be installed by volunteers or staff.

1. Upgraded landscaping.
2. Additional tables, benches, waste bins, pet waste systems, modular furniture, and picnic shelter.
3. String lighting across the stage with wall and/or standing beam attachment points.
4. Landscape boulders loosely outlining the park and design area boundary.
5. Provisional space for future sidewalk.
6. Simple signage and bike rack.

Design Option 2 (High Level): Redesigned Prospector's Park



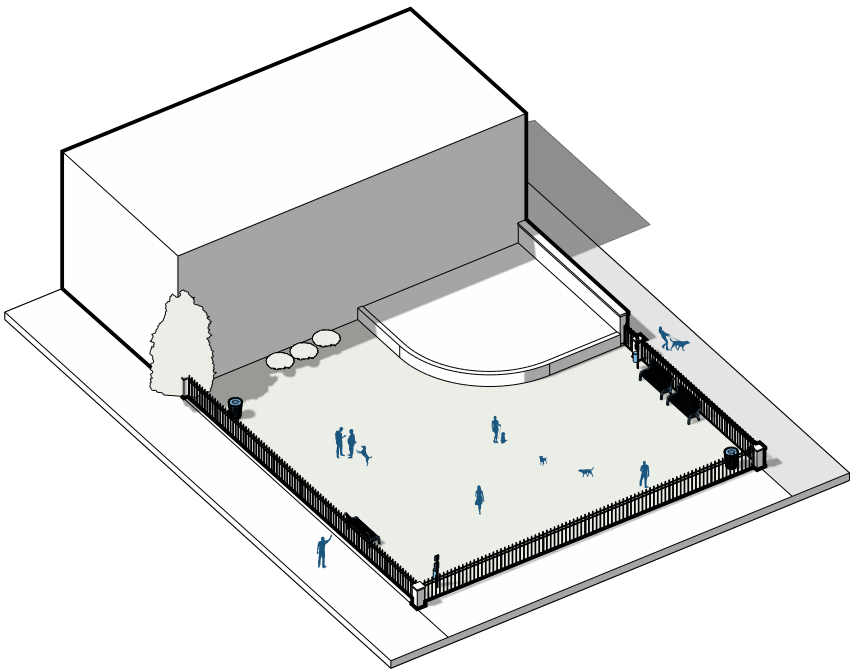
Redesigned Prospector's Park

This design proposes a major renovation of Prospector's Park that changes the way the site deals with the grade differential between Main and Temple Streets. A platform that handles the transition and acts as a retaining structure would replace the stage. The scenario also depicts future conditions where the fence on the southern edge of the site is removed and the sidewalk is continued around the western edge.

1. Upgraded landscaping (ground areas and constructed planters).
2. Newly constructed terraced platform with spaces for seating and accessible ramps.
3. Mural opportunity.
4. Landscape boulders loosely outlining the park and design area boundary.
5. Sidewalk continuation simultaneous with other site disturbance.

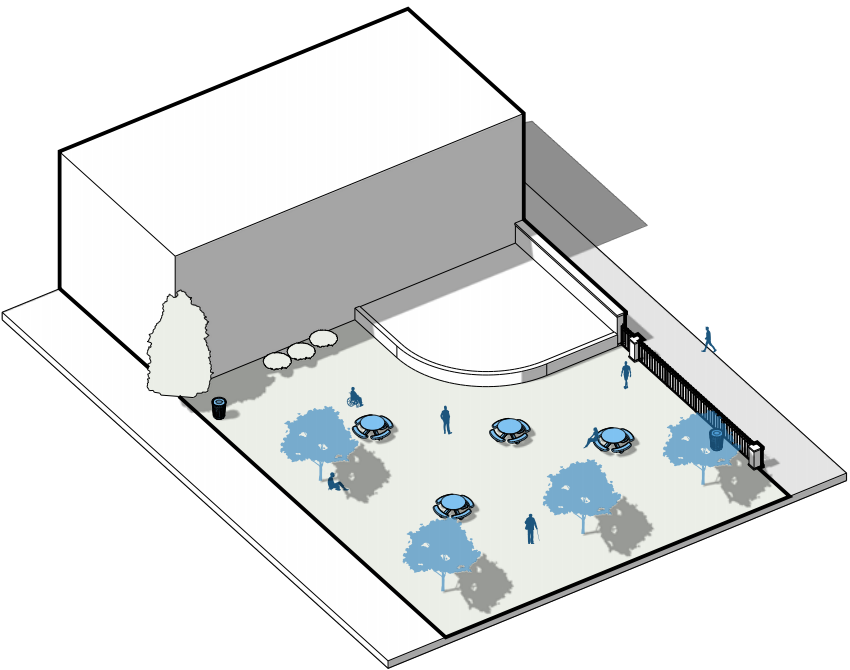


View of Prospector's Park Design 2 from Temple St.



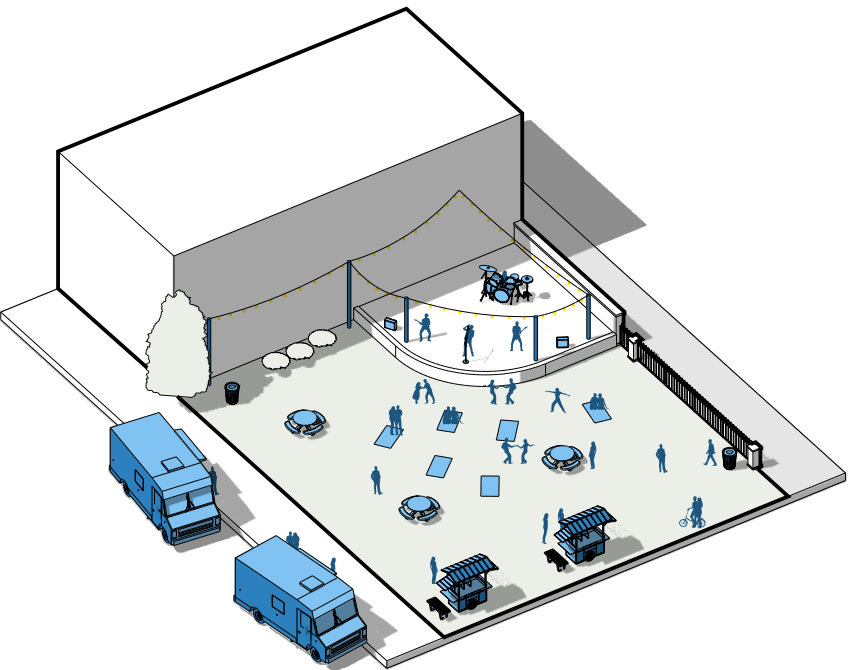
Dog Park

Prospector’s park is already a popular area for nearby residents to take their pets. The space could be turned into an official dog park with a few minor changes, like continuing the existing fence to enclose the property and adding pet waste systems. The existing furniture and bins can remain or be substituted to match other street objects throughout the city. Additional measures could be implemented to enhance the park, such as resurfacing it with mulch and/or adding a partitioned entrance, but these are not necessary. This design is discussed in more detail on in the Costing & Implementation section.



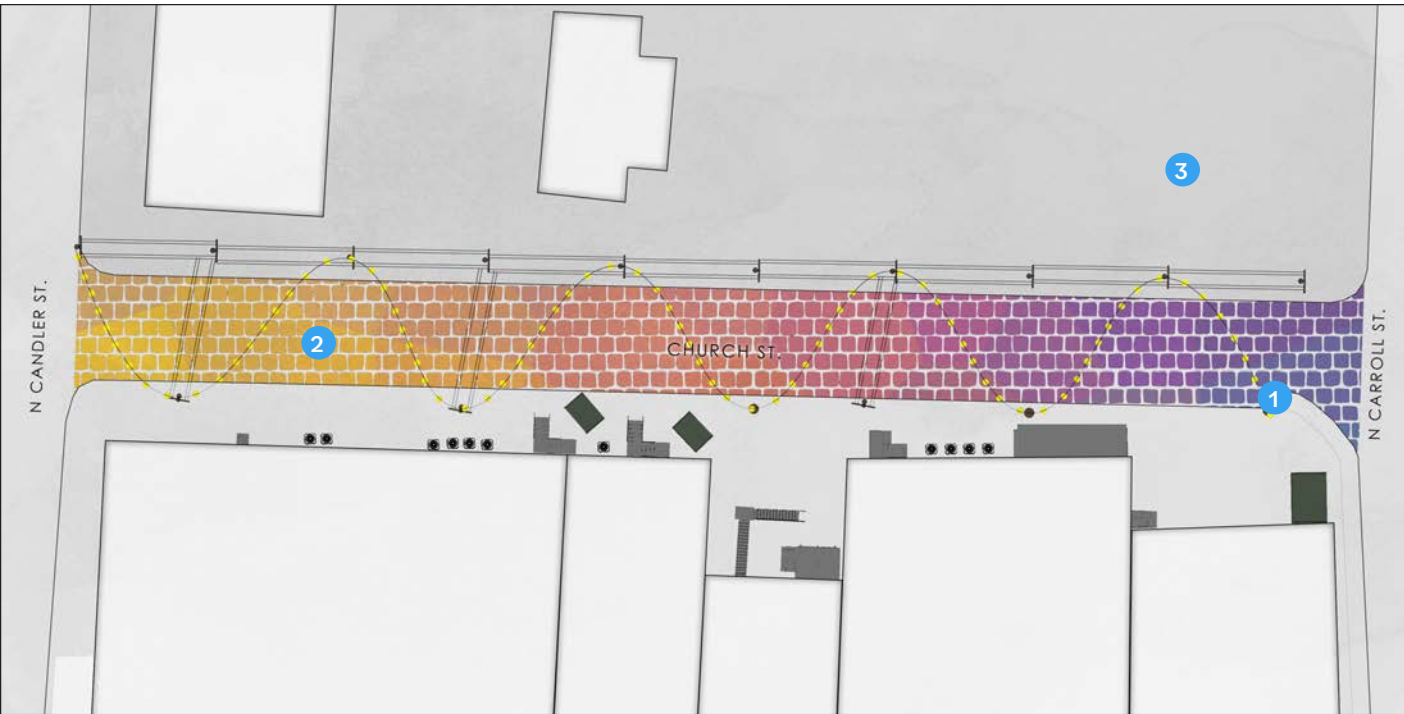
Enhanced Park

In this design, Prospector’s Park functions in the same way as it does today, with some enhancements to its current state. Upgrading the park can be as simple as refining the landscaping and adding more seating. Boulders, trees, or other bounding elements placed around the edges of the park will lend the sense that the space is an “outdoor room” for public leisure. Whether it’s through trees or a shading device, more shade in the main area throughout the day would benefit the space. Ultimately, any improvements should enhance human comfort in the park.



Programmed Space

Conditions in the park could be improved without making any physical changes (or only a few minor ones) by focusing on adding programming instead. The existing stage makes it an ideal outdoor event space for small to medium crowds. Temple St can provide parking space for food trucks without impeding traffic in a major way, and the open main area provides plenty of room for activities. The park need not be programmed only by public agencies. Private businesses can also be invited to use to space for their events to bring more activity to the area.



Design Option 1 (Intermediate Level): Tactical Urbanism Activation

1: Tactical Urbanism Activation

This design proposes minor temporary changes to Church St. that will make it a more attractive and interesting area for passersby. Church St. is a minor street faced by building backs on one side and some detached structures on the other, but the character of the street will likely change with the completion of the Mirror Lake Connector and potential development infill on the northern side. For now, lighting and color will make it an attraction, likely during events at the amphitheater or downtown.

- 1. String lighting running across the street, using utility poles as attachment points.
- 2. Street painting, partial or full length of the block.
- 3. Potential infill opportunity on city-owned property.



Design Option 2 (High Level): Redesigned Streetscape

2: Redesigned Streetscape

In light of coming redevelopments, there is a strong case to be made for making more substantial improvements to the streetscape. The Gold Nugget Trail, improvements to Carroll St, and the possibility of developing infill on the north side of the street are all reasons that support a higher degree of design on Church St. This design proposes adding a sidewalk, lighting, and street trees, as well as a bump-out that will narrow the pedestrian crossing (part of the proposed trail route) and more clearly define Church St. as a two lane, two-way road with parallel parking opportunities on both sides.

- 1. Bump-out and crosswalk.
- 2. Street lighting.
- 3. Street trees, sidewalk, and planting buffer on the north side of the street.
- 4. Extension of existing eastern sidewalk across Church St., with the addition of a planting buffer.
- 5. Potential infill opportunity on city-owned property.



View of East Church Street Design 2 from N Carroll Street

Design Option 1 (Intermediate Level): Tactical Urbanism Interim Activation



1: Interim Activation

This design is an interim activation of Temple St. before the major redesign efforts proposed in the LCI plan commence. Since the proposed design entails major reconstruction on both Temple and Main Streets, design improvements should be easy to implement and be used as temporary means to activate the public realm in this part of downtown. The temporary improvements could also be used to test ideas leading up to heavier renovations. The final design in the LCI proposes that Main street is converted to a public park or plaza and envisions a smaller plaza at the intersection of Loft Ln. and Temple St.

- 1. Retainment of outdoor dining areas for existing restaurants.
- 2. Added planters.
- 3. One or more simple pocket plazas created using paint, low-budget outdoor furniture, string lighting and shade sails attached to simple posts.
- 4. Shade sails (semi-transparent shapes in diagram) are affordable elastic fabrics that require 3-4 attachment points depending on their shape and size.
- 5. These planting areas could be more permanent landscape additions that enhance the entrance to the civic building. Improvements in this location should not interfere with the LCI design.



Rustic Metal Signage

Posts, frame, and pedestrian directional signage designed to have a weathered look. Orange and brown coloration with bright lettering.



Combination Signage

Metal base and signage with a wooden beam, evocative of the rails and crossties. Lettering on the gateway sign is cut out.



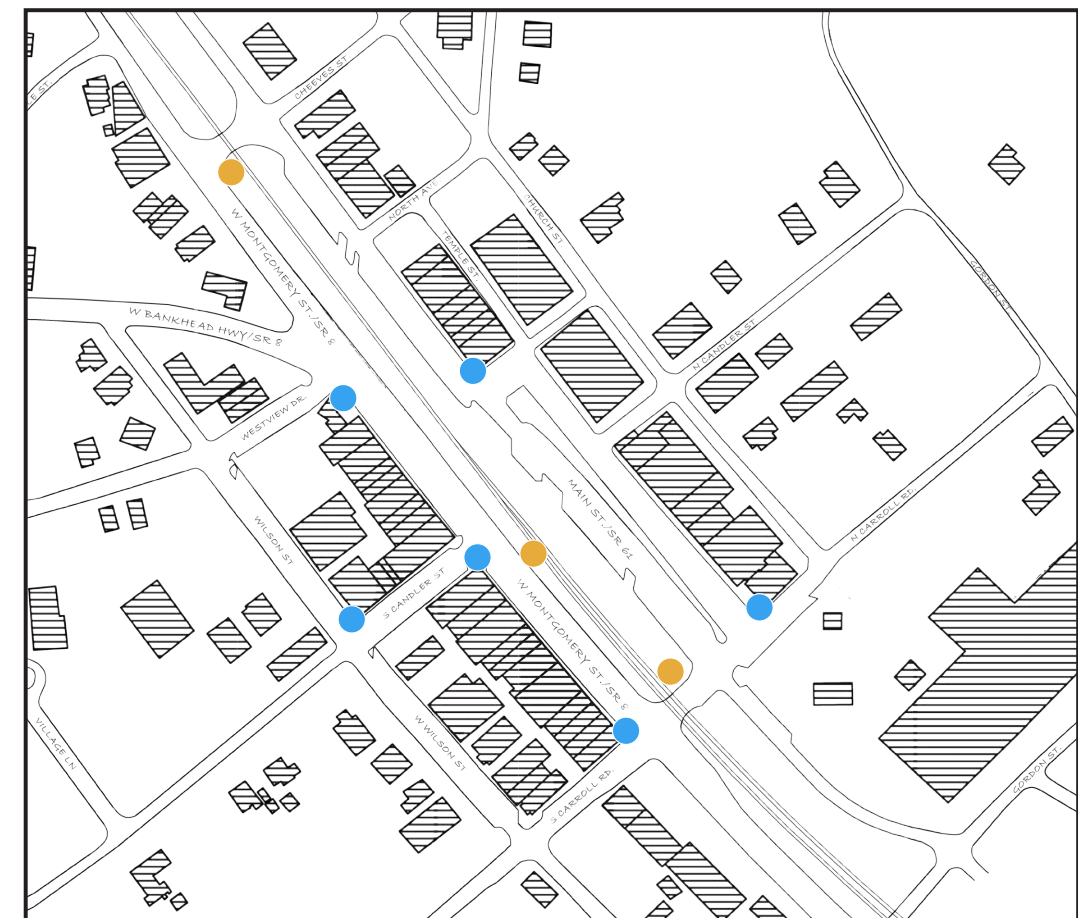
Classic Signage

Brick or masonry base with metal or synthetic signage material.



Simple Wayfinding Signage

Synthetic material or treated wood. The pedestrian signage component can be paired with the gateway sign from the “Combination Signage” so long as colors are matched.



- POTENTIAL PEDESTRIAN WAYFINDING SIGNAGE LOCATION
- POTENTIAL GATEWAY SIGNAGE LOCATION*

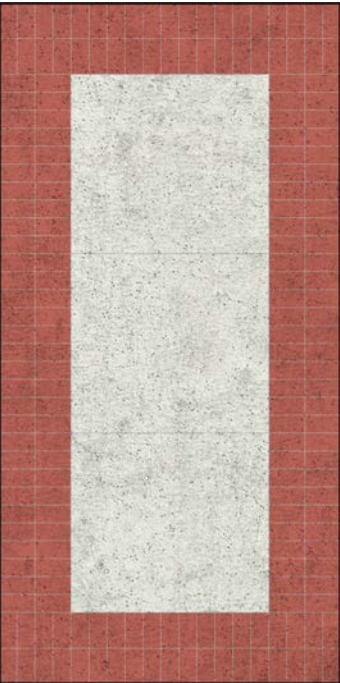
**Gateway signage should be considered for one of the proposed locations, not all three.*



Double Brick Border & Concrete

The sidewalk pavement pattern used by the amphitheater can serve as a template for sidewalk extensions or renovations. The pattern is defined by concrete tiles surrounded by a double-brick border, which also delineates pathways that cut across the sidewalk.

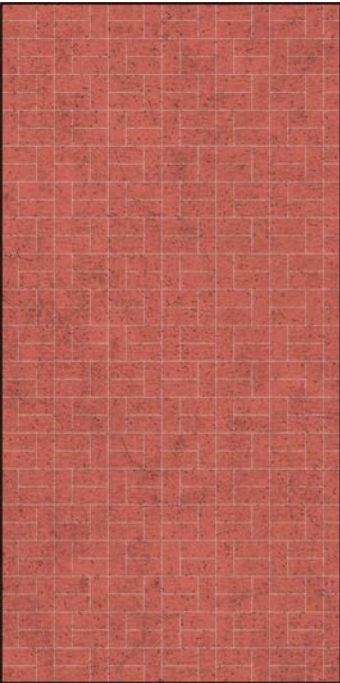
Double Brick Border



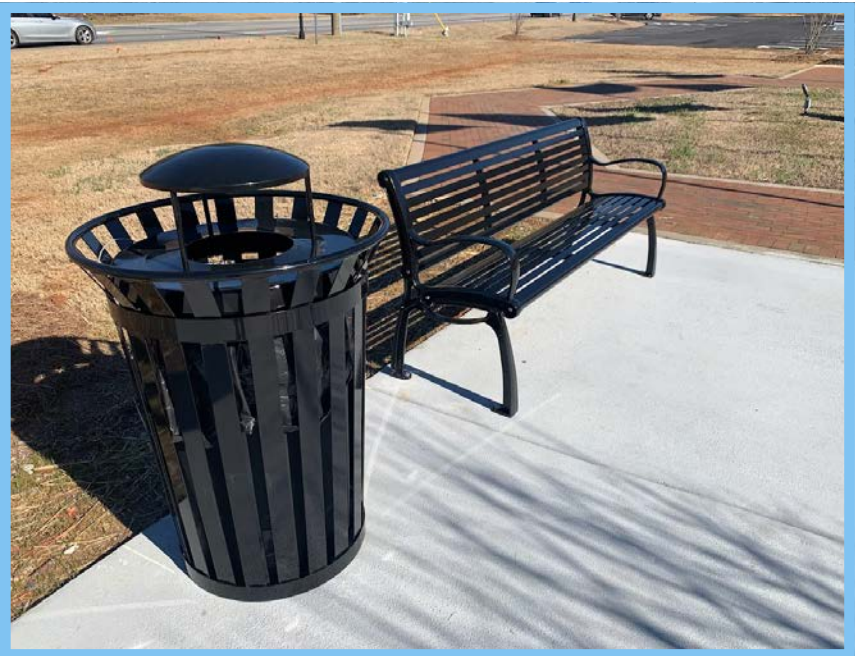
Herringbone



Half-Basket Weave



Each of these brick laying patterns appears in Villa Rica (herringbone in the plaza by the railroad; half-basket weave in the plaza between Temple and Main). For consistency, either the herringbone or half-basket weave could transfer to future hardscapes, but not both.



Consistent Style for Bins & Benches

The above example is a common style and material pairing for municipal waste bins and benches that may be suitable to Villa Rica. These street objects are durable and low-maintenance. The same style of bench can also match with the left-most waste bin depicted below.



These styles of waste bins are all found at different locations in downtown Villa Rica. In the future, one of them could be chosen as the standard for downtown.



Freestanding Luminaire on Post



Attached Luminaires

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Existing Luminaire Design

Street Lighting in Villa Rica

The street lights in Villa Rica have a consistent and appealing design. Some lanterns are mounted on matching posts while others are attached to the utility poles. In the event that utilities are buried underground, new street lighting will need to be installed in those locations. The same lantern and post style can be continued throughout downtown when additional street lighting is added.

04. CASE STUDIES

Several cities in Georgia are grappling with how to invest in their downtowns and either transform them or reinforce their status as vibrant, activity centers.

As Villa Rica begins to set some of these placemaking ideas and projects in motion, the examples documented in this chapter from peer cities across our state can serve as inspiration not only for aesthetics, but also process, cost-efficiency, and expected benefits of engaging in creative placemaking in the first place.



Project Insights & Takeaways:

- 1. **“Start with a Theme”** - Interviewees stressed the idea of starting with a theme or design idea to rally support for the project (i.e. coming to stakeholders with a concept in hand).
- 2. **Volunteers** - The project recruited a local interior design professional and a board member from the development authority. The majority of the installation work was accomplished by volunteers and staff labor.
- 3. **Waste Colocation** - Most of the waste bins that were in the alley were moved to a nearby parking lot. Users walk to this mutual location to dump trash.
- 4. **Creative Use of Art** - The idea to align the art banner with Statesboro’s sister city was a novel way to say something about Statesboro while creating an attractive centerpiece in alleyway.



In partnership with the Averitt Center for the Arts, Statesboro’s Downtown Development Authority renovated an alley off of Siebald Street in downtown. The alley leads to the back entrance of the Averitt Center and was redesigned in an Italianate style, in honor of Statesboro’s sister city, Monte Compatri.

The DDA had been eyeing the project for months before work began during COVID. Though the project took approximately six months from conception to completion, the labor took just three weeks. The majority of the implementation work was completed by volunteers or DDA staff, including the installation of the light fixtures, while the design

phase was led by a volunteer interior designer and community member.

The team stressed the importance of starting with a theme in leading their placemaking projects. The alley concept celebrates Statesboro’s relationship with Monte Compatri and creates a rest area for theatre staff or passersby, with the executed design closely adhering to the original design idea and visualization.

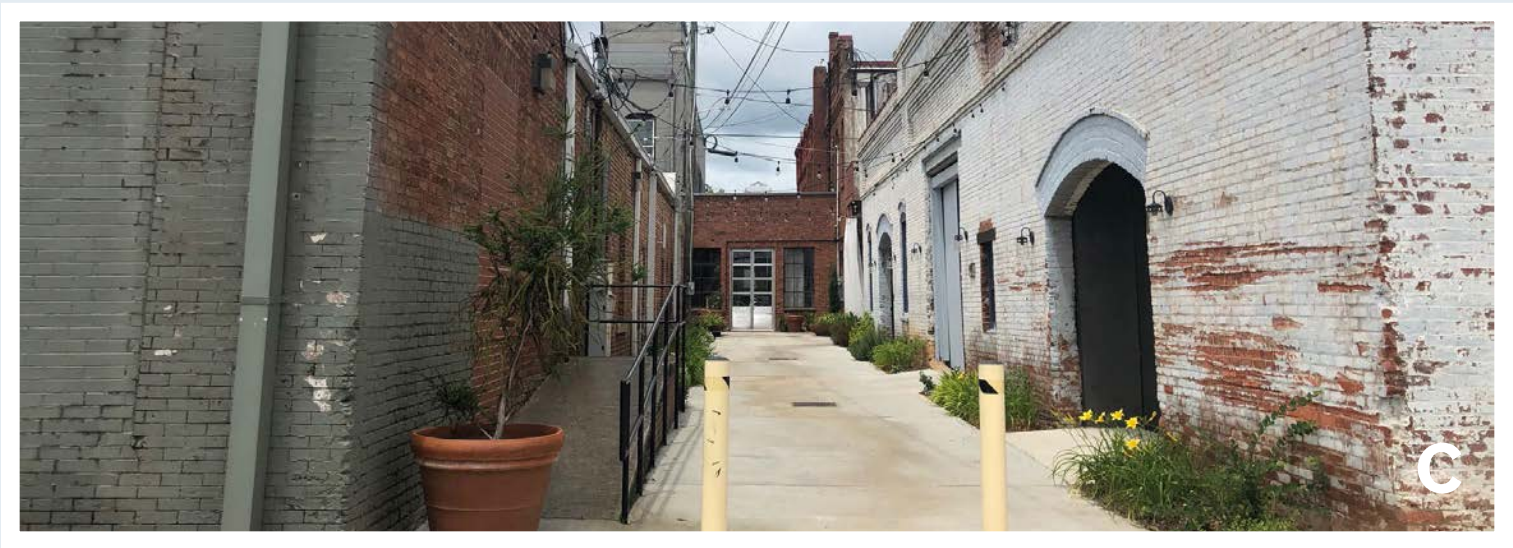
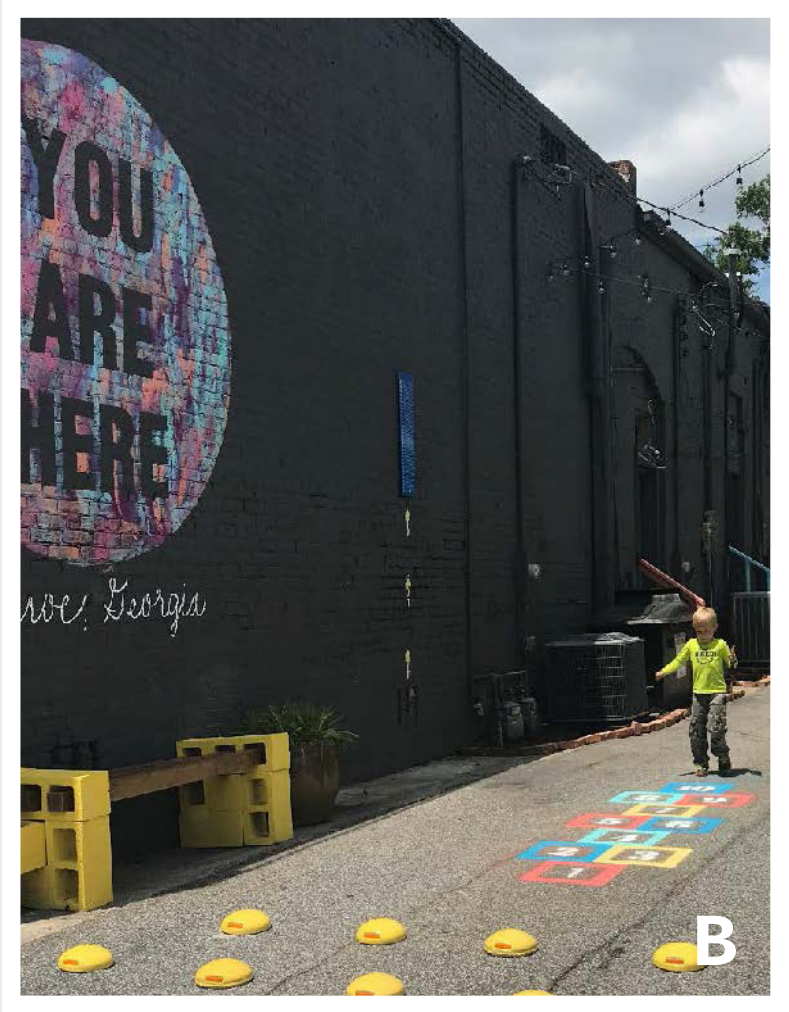
Despite the agreement and clarity behind the project, there were inevitable challenges that the team needed to resolve. These included relocating the trash utilities outside of the alley to another communal location, and negotiating the use of the space between the two property owners that control the alley. Both parties were supportive of the renovations and were willing to consolidate most of the trash bins elsewhere.

Because most of the furniture and plants were donated or thrifted, and the work done by volunteers and in-house staff, project costs were low. Total expenditures were \$3,000-\$3,500. The Averitt Center for the Arts applied for a Georgia Council for the Arts Vibrant Communities Grant on behalf of the DDA that offset an additional \$1,500.



Project Insights & Takeaways:

- 1. **Pedestrian Connectivity**
- The first alley redesign projects were completed with the intention of improving pedestrian connectivity.
- 2. **Trash Collection Plan** -
Businesses were provided roll out trash cans that could be kept on the property until trash collection day. Large trash had to go to the dumpster immediately.
- 3. **Enforcement** - Code enforcement was called in to make sure loose trash was kept out of the alleys.
- 4. **Property Easements** -
Property easements for light installations were prepared by the city attorney, making use of in-house professional services.
- 5. **Incentives** - Though it was not implemented, the idea was proposed to offer participating building owners consistent, uniform lighting fixtures (coordinated lighting).
- 6. **Temp./Permanent Design**
Each design has a different prospective longevity and was implemented with different goals in mind. The tactical urbanism alley (not pictured) used cheaper, easy to install materials and design features whose condition deteriorated more quicker. Other renovations are clearly intentionally more permanent.



The City of Monroe, in Walton County, has completed four alley activation projects to date. The goals of the renovations were to improve pedestrian connectivity off of Broad Street, the city’s main strip, and create new amenity spaces in the downtown area. Each alley was designed differently according to its unique circumstances.

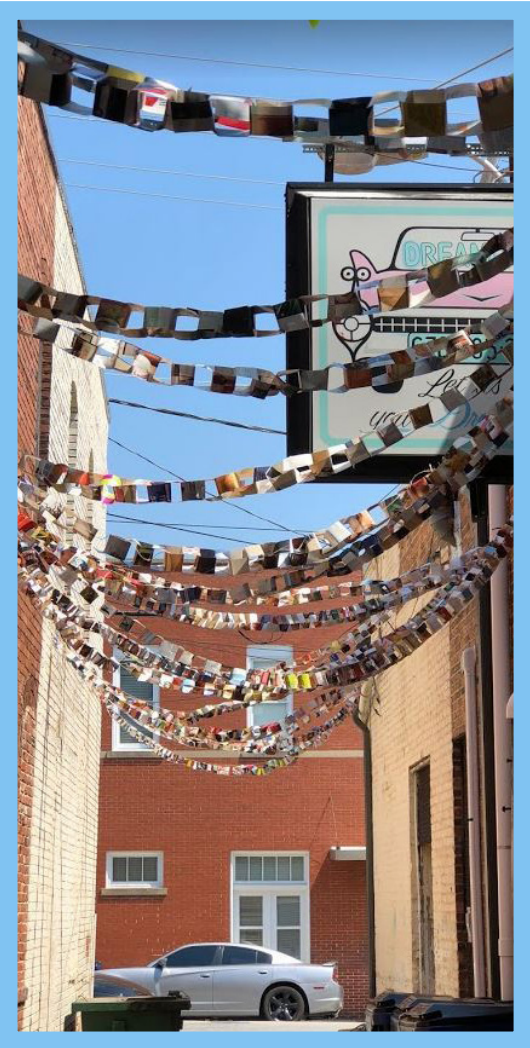
- 1. Municipal Building Alley (A)
- 2. Activity Alley (B)
- 3. City-Owned Alley (C)
- 4. Tactical Urbanism Alley (Not Pictured)

The city started by renovating an alley next to the municipal courthouse that spans the block from Broad to Wayne St. Previously, the alley was used for parking and trash collection. Ownership is divided between the city and more than one business. In order to renovate the alley, each business was given a roll-out trashcan to move trash to the dumpster, with the requirement that large objects be taken immediately to the dumpster. Property easements were prepared pro bono by the city’s legal staff, and a mural was painted along a concrete wainscot that steered clear of violating historic building codes.

ALLEY ACTIVATION | NEWNAN, WADSWORTH ALLEY

Wadsworth Alley is a short alleyway that leads from Madison St. in downtown Newnan to a courtyard in the middle of the block. Initially, the city had no intention of renovating their alleys. That changed after they instituted a trash collection program that increased trash pickup frequency and consolidated collections to a number of shared receptacles across downtown, instead of each business being responsible for a bin. The improvement that resulted motivated Main Street Newnan to reimagine the look and feel of some of the alleys downtown.

Wadsworth Alley is the only alley activation project completed in the city to date, though another one is planned. The alley was activated with a variety of art installations, decorative touchups, and programmed events that invited users to come through the space. The artistic displays have engaged a number of groups ranging from community volunteers to



student groups, and at times the courtyard space has been used as a music venue.

Since completing the project, property owners have occasionally raised concerns about inadequate upkeep and lack of user cleanliness, especially in the courtyard space. The alley is under mixed private ownership and the courtyard space is predominantly under single-ownership.

Leveraging funding from an AARP grant, Newnan has begun planning and designing a second alley renovation. The project is largely on city-owned property next to the library and will create an improved pedestrian connection from Broad to Spring Street.

the city has removed some attractions from the alley to discourage heavy use.

3. Lighter, Quicker, Cheaper - Wadsworth Alley is a great example of a redesign project that makes good use of improvised materials and volunteer efforts. From the hanging banners, to the plywood and paint art, to the outdoor furniture, the design features were easy to implement and cost less.

1. Space Activation - The alley was activated with a variety of programmed activities once renovations were completed.

2. Managing Relations The alleyway is under shared ownership while the courtyard is owned by a single owner. While the owner agreed to open the courtyard for public use, there have since been concerns about the upkeep of the space. Consequently,



STREETSCAPE IMPROVEMENTS | THOMASVILLE, W JACKSON ST.

Wayfinding Signage - Chamblee, GA

The City of Thomasville redesigned West Jackson St. over a period of about two years, with marketing around the project beginning in 2017 and construction commencing in 2019. The city implemented a robust and uniquely tailored public engagement strategy to win community support for the project.

After outlining a plan internally, the planning and marketing departments began recruiting participation in a diverse set of engagements, including: door-to-door visits, town hall meetings, polling mock-ups of design options, walking tours, and bringing speedometers and temperate guns on site so participants could measure car speeds and compare pavement to ambient air temperatures (to emphasize the value of shade trees). The planning department investigated property owners' and leaseholders' concerns. For example, staff measured the real turning radius of delivery trucks against the conditions proposed in the design to ensure that trucks would be able to complete their deliveries. Additionally, the planners phased construction to stagger the potential negative impacts to businesses on the street.

The project took approximately 22 months (Design: 8-months, Construction: 6 months). The project benefited from a community volunteer with a land surveying background who could vet design ideas and advocate for the final design plan when interfacing with the contractor. The city wrote in an incentive to promote on-time



project completion, where the construction contractor would be awarded a bonus for every day work was completed ahead of schedule, and penalized for every day it was late. The final project cost was approx. \$1.8M and was funded almost entirely though SPLOST.

- 1. Robust Public Engagement** - Earned project support from door-to-door engagement, public meetings, by holding walking tours and site demonstrations. Some stakeholder concerns were addressed by mocking up design conditions and doing live demonstrations.
- 2. Local Professional Experts** - City staff worked with a professional expert from the community who could vet technical aspects of the design and liaison with civil engineers and construction contractors to make sure work was carried out in as much adherence to the city's proposed design. After continued advocacy, the contractor eventually accepted all design drawings.
- 3. Incentives** - The city added contract incentives to encourage work was completed on schedule.

WAYFINDING SIGNAGE | CHAMBLEE

The City of Chamblee began a process to design and install new signage in 2006 after the need was identified through an LCI process. Subsequently, the city sought to commission a unified, consistent design for both pedestrian and gateway signage. Initially, the team prioritized pedestrian signage but quickly identified the need to include a focus on a larger set of signs that would be visible to drivers. The project was thus thematically dual-pronged, fulfilling the needs of the pedestrian and commuter scales.

The designs feature a mixture of materials, with the posts and pickets in metal. The gateway signs are raised an additional few feet on a brick and stone plinth. Notably, the city developed a system of icons to pair with the types of spaces featured on the signs (B).

There was an intent to fill the void space between the supports of the gateway signs (A) with public art. The art installations could be permanent—each individually made to represent a certain district or part of town—or temporary, installed for events or special periods of the year.



1. **Scale** - Legibility at multiple scales was a top priority. Signs needed to be visible to pedestrians or drivers, or both, depending on the context.
2. **Modular Design** - Though it did not come to fruition, the gateway signs were designed with the idea that they would be filled in with art. They can still be outfitted with art but appear attractive as-is. Artwork can always be installed in the future.

05. COST, IMPLEMENTATION, & FUNDING

There is an abundance of energy for downtown development and revitalization in Villa Rica through creative placemaking. Now, it's time to channel that energy into action.

In the previous chapter, we explored examples of projects that Villa Rica stakeholders have identified as priorities. This chapter outlines how to take the team's conceptual designs and put them into practice, one step at a time.





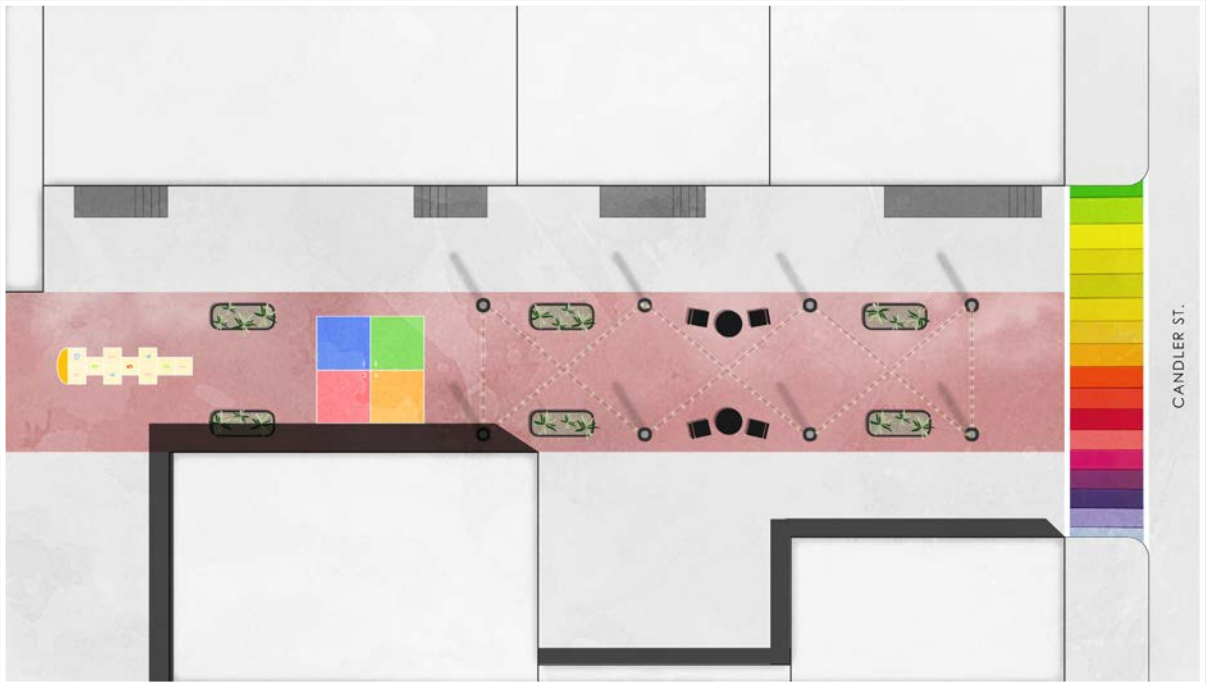
1. Approach property owners in this section of the alley with conceptual design, request feedback, and gain support for redesign.
2. Identify a contractor for paver installation, schedule a site visit, and request a detailed cost estimate and construction schedule for repavement. If possible, install landscape curbing simultaneously, defining planter areas.
3. Identify electrical hookup for string lights or contract for electrical work if one does not exist.
4. Move grease traps and roll-out waste bins to a mutual location farther down the alley. Coordinate with private disposal companies serving Villa Rica to pick up waste at the mutual location.
5. Create a marketing initiative for the project, with provisions to include visual and textual content on progress as work is completed.
6. Install brick pavers and landscape curbing. Demolish existing pavement and perform regrading work if needed. Notify property owners of anticipated disruptions.
7. Plant trees and large shrubs, and prepare planters for smaller scale landscaping work later on.
8. Install metal poles that will serve as attachment points for string lighting (poles can be installed in the planter areas). Fill planter beds with gravel or other desired landscaping fill.
9. Prepare property easements for attachment points on exterior walls on private property. Do the same for any wall-mounted shade structure.
10. Purchase, place, and install outdoor furniture. Delegate responsibility for lockup of moveable furniture, if needed. Placement and installation of furniture can be completed through volunteer labor or city staff.
11. Purchase any other vegetation and complete minor landscaping work.
12. Install lighting. String lights can be installed by volunteers or city staff.
13. Paint crosswalk. Flat, bright colors will suffice to accentuate the crossing as the entrance to the renovated alley, but the City may opt for a more elaborate design, if desired. A simple design can be painted by volunteers or city staff.

Item	Units	Type	Cost Estimate (Lower)	Cost Estimate (Upper)
Brick Paver Installation	1250	Sq. ft.	\$12,500	\$31,250
Planter Bed 1, Fill (Gravel)	120	Sq. ft.	\$2,400	\$3,600
Planter Bed 2, Fill (Gravel)	210	Sq. ft.	\$4,200	\$6,300
Planter Bed 3, Fill (Gravel)	160	Sq. ft.	\$3,200	4,800
Planter Bed 4, Fill (Gravel)	170	Sq. ft.	\$3,400	\$5,100
Planter Bed 1, Curbing (Poured Concrete)	55	Ft.	\$495	\$990
Planter Bed 2, Curbing (Poured Concrete)	85	Ft.	\$765	\$1,530
Planter Bed 2, Curbing (Poured Concrete)	70	Ft.	\$630	\$1,260
Planter Bed 2, Curbing (Poured Concrete)	66	Ft.	\$594	\$1,188
Bench (Metal or Thermoplastic)	4	Count	\$2,000	\$6,000
Small Bistro Table (Metal)	3	Count	\$390	\$450
Chairs (Pair) (Metal)	3	Count	\$300	\$450
Tree Planting	5	Count	\$500	\$10,000
Shrub Planting	10	Count	\$250	\$500
15' Pole (Metal)	5	Count	\$1,500	\$2,500
48' String Lights	3	Count	\$300	\$390
Street Paint	300	Sq. ft.	\$900	\$6,000
Shade Sail	1	Count	\$100	\$300

TOTAL : \$34,400-82,600

+10% : \$37,900-90,900

14. Install shade sail or awning. If using a shade sail, walls and/or beams can serve as attachment points.
15. Continue to enforce colocation of private waste bins and grease disposal away from the renovated alley. Additionally, enforce closure of renovated area to vehicular traffic.
16. Establish a plan for ongoing maintenance of the project.
17. Program activities and events in the alley to activate the space and as part of the marketing plan.
18. Track activity in the project area and collect data on other metrics to measure project success.



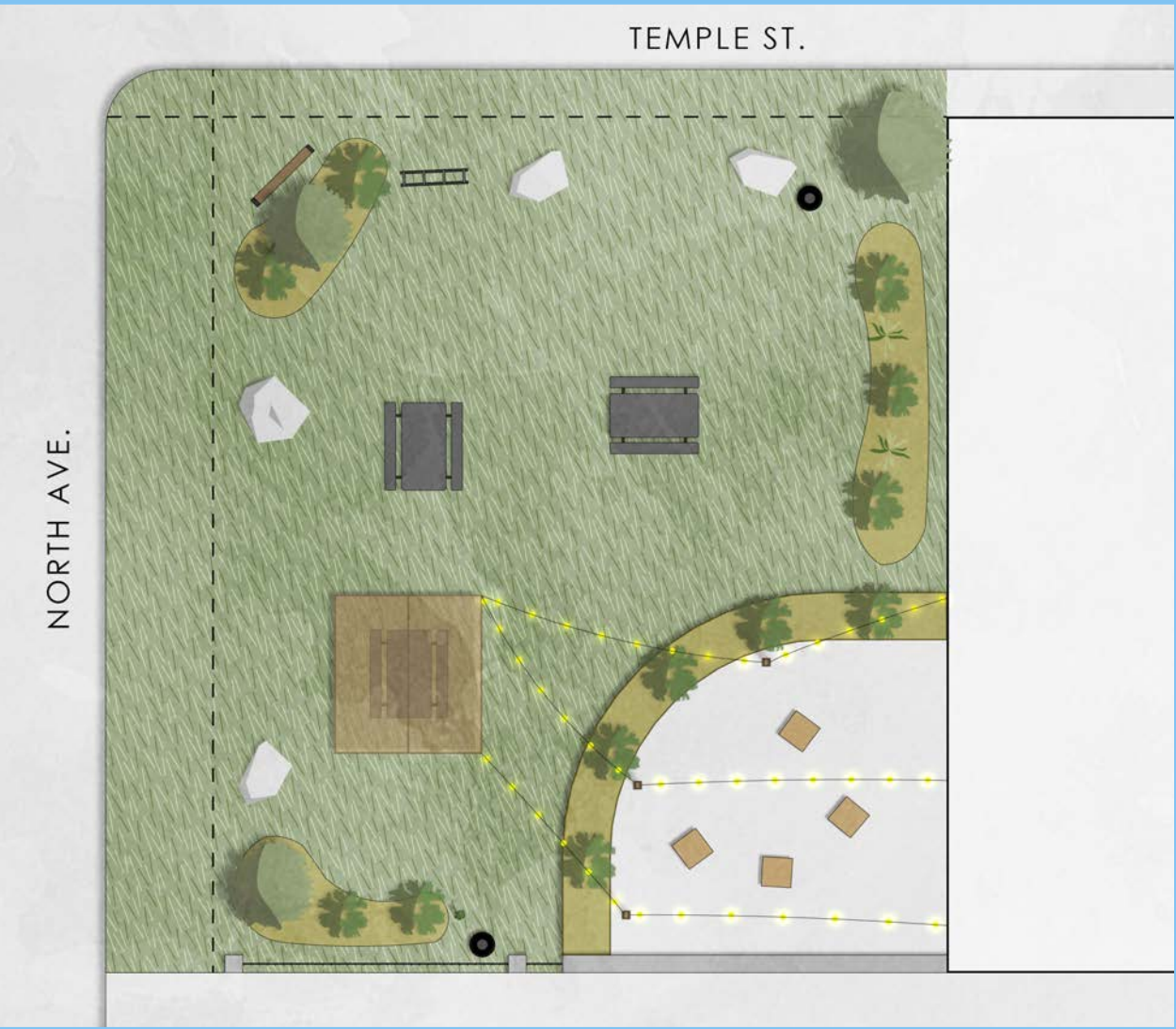
1. Approach property owners in this section of the alley with conceptual design, request feedback, and gain support for redesign.
2. Identify electrical hookup for string lights or contract for electrical work if one does not exist.
3. While there would be no need to relocate roll-out trash bins and grease traps, as the majority do not obstruct the design area, collocating them further from the design area would benefit the overall attractiveness of the project.
4. Create a marketing initiative for the project, with provisions to include visual and textual content on progress as work is completed.
5. Notify property owners of the work schedule and anticipated disruptions.
6. Paint the main design area. A simple design can be painted by volunteers or city staff.
7. Purchase, place, and install outdoor furniture. Designate responsibility for lockup of moveable furniture, if needed. Placement and installation of furniture can be completed through volunteer labor or city staff. The city should explore the possibility of finding a donor for the furniture (2 tables and 4 chairs) instead of purchasing it.
8. Purchase or obtain by donation galvanized planters. Fill planters with soil, and purchase and plant vegetation.
9. Purchase wooden beams that will used as attachment points for string lights. Weatherproof the beams to prevent wear. Set the beams in concrete to create a weighted base, and place the beams in the desired location.
10. Install lighting. String lights can be installed by volunteers or city staff.
11. Paint crosswalk. Flat, bright colors will suffice to accentuate the crossing as the entrance to the renovated alley, but the City may opt for a more elaborate design, if desired. A simple design can be painted by volunteers or city staff.

Item	Units	Type	Cost Estimate (Lower)	Cost Estimate (Upper)
Street Paint, Main Area	5	Gallons	\$50	\$550
Street Paint, Crosswalk	1	Gallons	\$10	\$110
6' Planters, Galvanized Steel	6	Count	\$780	\$900
Chairs (Pair) (Metal)	2	Count	\$200	\$300
12' Pole/Beam (Wood)	8	Count	\$160	\$480
48' String Lights	4	Count	\$400	\$520
Plants			Variable	Variable
Plating Bed Fill			Variable	Variable

TOTAL : **\$1,900-3,200**

+10% : 2,000-3,500

12. Paint game zones, such as foursquare and hopscotch.
13. Establish a plan for ongoing maintenance of the project.
14. Program activities and events in the alley to activate the space and as part of the marketing plan.
15. Track activity in the project area and collect data on other metrics to measure project success.



1. Approach adjacent businesses and nearby residents (Villa Rica Lofts and others) with conceptual design to collect feedback and garner support.
2. Identify a contractor to build out landscape areas and assemble and install the pavilion. Acquire a more detailed cost estimate and construction schedule.
3. Provision a buffer space on the west of the property to build a sidewalk in the future, or concurrent with this improvement.
4. Create a marketing initiative for the project.
5. Install landscape curbing and delineate planting areas (curbing is a higher tier alternative to simple edging, which may be preferred).
6. Install the pavilion, which can be assembled from kit. If desired, the pavilion may be set into a concrete foundation, poured beforehand.
7. Purchase, place, and install outdoor furniture, waste bins, bike rack, and landscape boulders. Designate responsibility for lockup of moveable furniture, if needed. Placement and installation

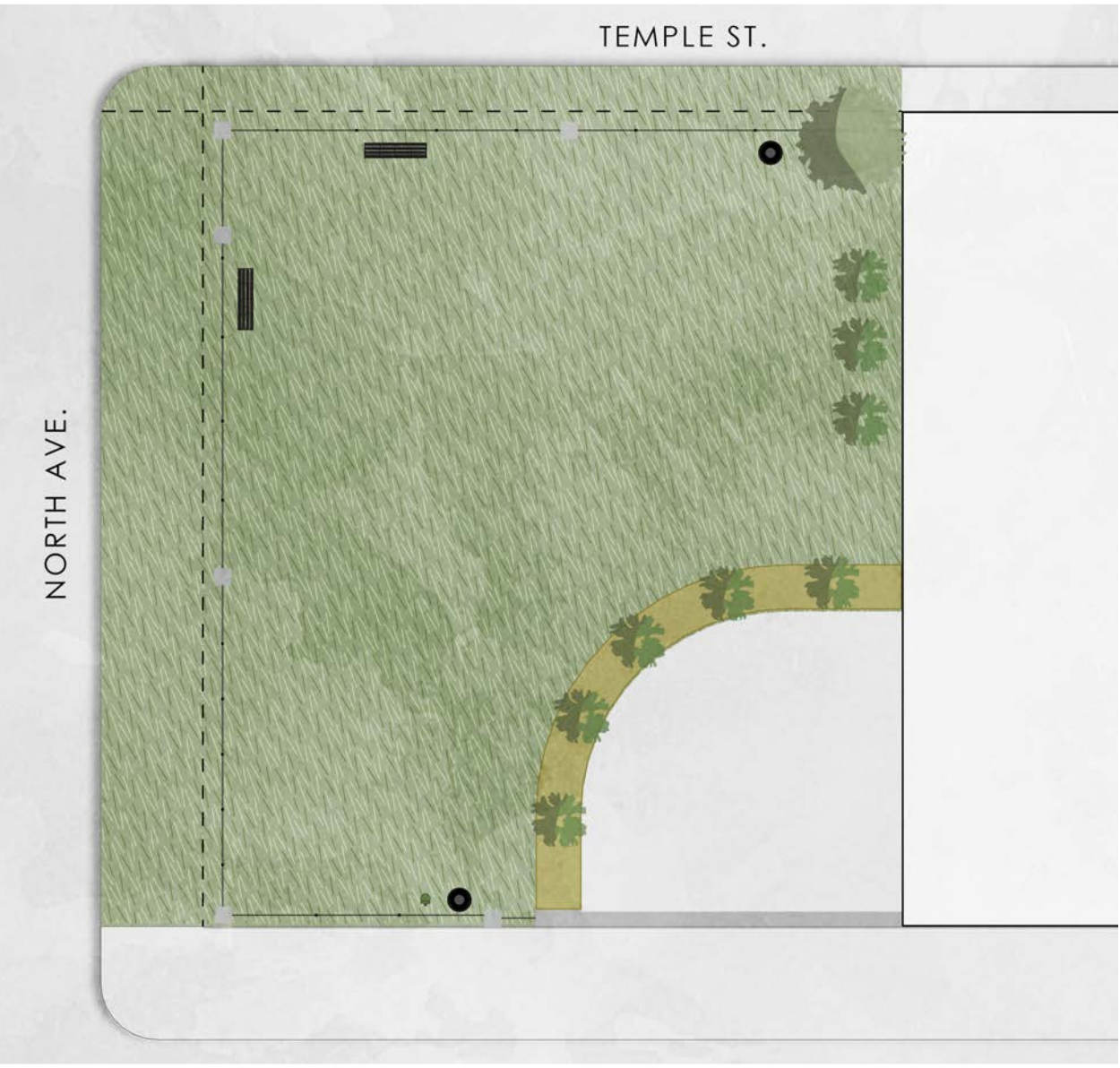
Item	Units	Type	Cost Estimate (Lower)	Cost Estimate (Upper)
Planting Area 1, Fill (Mulch)	100	Sq. ft.	\$20	\$60
Planting Area 2, Fill (Mulch)	100	Sq. ft.	\$20	\$60
Planting Area 3, Fill (Mulch)	200	Sq. ft.	\$40	\$120
Planting Area 1, Curbing (Poured Concrete) [†]	42	Ft.	\$378	\$756
Planting Area 2, Curbing (Poured Concrete) [†]	46	Ft.	\$414	\$828
Planting Area 3, Curbing (Poured Concrete) [†]	64	Ft.	\$576	\$1,152
Tree Planting	2	Count	\$200	\$4000
Shrub Planting	7	Count	\$175	\$350
12' Pole/Beam (Wood)	3	Count	\$60	\$180
48' String Lights	4	Count	\$400	\$520
Landscape Boulders (1 ton/ea.)	4	Count	\$1,040	\$1,040
Modular Seats, Cubes (Wood)	4	Count	\$200	\$400
6' Picnic Tables (Metal)	3	Count	\$3,000	\$6,000
40-Gal Waste Bin (Metal)	2	Count	\$1,900	\$2,800
Bike Rack	1	Count	\$200	\$500
Pet Waste System	1	Count	\$600	\$750
Small Pavilion	1	Count	\$6,000	\$20,000
Park Sign			Variable	Variable

TOTAL : \$15,200-39,500

+10% : 18,300-47,400

- of furniture can be completed through volunteer labor or city staff. Query local active development sites for boulders that could be donated to the park instead of purchasing them from a stone yard.
8. Purchase and install beams as attachment points for string lights. Weatherproof the beams to prevent wear. The beams can be weighted down with a concrete or other base, or installed into the existing stage.
 9. Procure property easements if attaching lights to the neighboring wall.
 10. Optionally, commission a simple park sign.
 11. Establish a plan for ongoing maintenance of the project.
 12. Program the space and encourage local businesses and organizations to host activities there.
 13. Track activity in the project area and collect data on other metrics to measure project success.

[†] May substitute plastic edging as a cheaper alternative (prices vary by brand)



1. Approach adjacent businesses and nearby residents (Villa Rica Lofts and others) with conceptual design to collect feedback and garner support.
2. Identify a contractor to assess the property conditions and provide cost estimates and schedules for completing the fence. If the site can accommodate it, consider creating an additional entrance enclosure to keep unleashed pets from inadvertently exiting the park.
3. Provision a buffer space on the west of the property to build a sidewalk in the future, or concurrent with this improvement.
4. Create a marketing initiative for the project, with provisions to include visual and textual content on progress as work is completed.

Item	Units	Type	Cost Estimate (Lower)	Cost Estimate (Upper)
Fence (Steel)	140	Ft.	\$5,180	\$8,400
Pet Waste System	1	Count	\$600	\$750
Bench (Metal or Thermoplastic)	6	Count	\$780	\$900
40-Gal Waste Bin	1	Count	\$950	\$1400
Sign			Variable	Variable

TOTAL : **\$7,700-13,600**

+10% : **9,300-16,300**

5. Optionally, apply a loose-fill ground cover of wood chips/mulch. Wood chips are a low-maintenance alternative to grass, which might wear away with heavy use.
6. Purchase, place, and install outdoor furniture, including waste bins. These could be stored on-site during construction or placed afterwards.
7. Install pet waste system.
8. Track activity in the project area and collect data on other metrics to measure project success.

	Grant Name	Organization Name	Highest Possible Award	Focus of Grant	Requirements	Deadline
	Vibrant Communities Grant	Georgia Council for the Arts	\$5,000	Public art (murals and sculpture), multidisciplinary arts projects, arts integration, STEAM (arts integration of Science, Technology, Engineering, Arts, and Math).	Funding is only available for counties in which no other grants have been awarded in a given fiscal year. 50% match requirement.	August 2023
	Community Challenge Grant	AARP	Typically under \$15,000, have been up to \$50,000	Creating vibrant Public Places that improve open spaces, parks and access to other amenities; Deliver a range of Transportation and Mobility options that increase connectivity, walkability, bikeability, wayfinding, access to transportation options and roadway improvements; Ensure a focus on Diversity, Equity and Inclusion while improving the Built and Social Environment of a community	Emphasis on improving lives of people over the age of 50. Emphasis on impact (60%), execution (30%), and innovation (10%)	March 2023
	The Georgia Economic Placemaking Collaborative	Georgia Cities Foundation (GMA)	N/a	The Georgia Placemaking Collaborative is a two-year program designed to help selected cities develop durable local partnerships to address their most important economic and quality of life issues through placemaking	Requires a community team representing different diverse components of the community (elected leaders, city staff, stakeholders, etc).	Fall 2023
	NAR Placemaking Grant	National Association of Realtors	\$5,000	Funds projects that create new, outdoor public spaces and destinations in a community on unused or underused sites. This includes Alley Activations	Total project must cost less than \$200,000. No financial contribution required.	Fall 2022
	Hometown Grants	T-Mobile, Smart Growth America and Main Street America	\$50,000	The T-Mobile Hometown Grants program will help fund projects to build, rebuild, or refresh community spaces that help foster local connections in your town.	Small towns with populations less than 50,000 are eligible to apply.	Quarterly until 2026
	Georgia Downtown Renaissance Partnership Programs	Georgia Cities Foundation (GMA)	N/a	Three project types: Renaissance Strategic Visioning & Planning (RSVP) Program, Downtown Renaissance Fellows Program and Downtown Renaissance Planning & Design Practicum/Studio. All planning activity focused.	N/a	N/a

	Grant Name	Organization Name	Highest Possible Award	Focus of Grant	Requirements	Deadline
	Rural Downtown Redevelopment Grant Program	DCA	\$5,000,000	Revitalizes and enhances downtown areas by providing grant assistance for capital improvement projects in the core historic downtown area where these funds will further create a sense of place or commercial redevelopment.	The grant does not define rural and does not have a population threshold. The grant requires 10% matching funds.	Summer 2023
	Downtown Development Revolving Loan Fund (DDRLF)	DCA	\$50,000 - \$250,000	The purpose of the DD RLF is to assist cities, counties and development authorities in their efforts to revitalize and enhance downtown areas by providing below-market rate financing to fund capital projects in core historic downtown areas and adjacent historic neighborhoods where DD RLF will spur commercial redevelopment.		N/a
	Atlanta Regional Public Art Program	ARC	N/a	Grant program to fund public art projects with a strong community engagement element	N/a	N/a
	Metropolitan Atlanta Arts Fund	Community Foundation for Greater Atlanta	N/a	General operating support for programming and operations to increase public engagement with, and access to, various forms of art across the region	Funding for independent small- and medium-sized nonprofit arts organizations within the 23 county region	Fall 2023
	Atlanta Public Arts Legacy Fund	Community Foundation for Greater Atlanta	N/a	Public Art funding	N/a	N/a
	Our Town Program	National Endowment for the Arts	Range from \$25,000 to \$150,000	Our Town is the NEA’s creative placemaking grants program. Through project-based funding, the program supports activities that integrate arts, culture, and design into local efforts that strengthen communities. Our Town projects advance local economic, physical, or social outcomes in communities, ultimately laying the groundwork for systems change and centering equity.	Requires two primary partners: local government entity and a nonprofit organization, one of which must be a cultural organization	Fall 2023

	Topic Area	Recommendation	Time Frame			Report Page Reference	Explanation
			Short	Medium	Long		
	Design	Use consistent pavement pattern- ing and materials. Consider basing new sidewalk paving projects on the sidewalk design around the amphi- theater.			X	p.76	Using consistent paving patterns and materials will lend a feel- ing of uniformity to the downtown streetscape.
	Design	Develop a materials, landscaping objects, and street furniture palette as a guideline for design renova- tions downtown	X			p. 34-51, p.77	A design palette will establish guidelines for future design projects, expedite design decisions, and offer a partial basis for evaluating proposed designs.
	Design	If burying utilities, consider how it will affect street lighting, since many luminaires are attached to the existing utility poles.			X	p.78	Burying utilities will be a long-term effort that can ideally be paired with street renovations when possible. New street lamps will need to be installed where poles with attached lighting will be eliminated.
	Design	If outdoor dining areas are working, consider formalizing a space for them in an extension of the sidewalk when the Temple and Main St re- designs commence. (Consider how VR can retain outdoor dining areas after redesigning Temple and Main).			X	p.72-73	There are existing temporary outdoor seating areas for eateries on East Temple St. These can upgraded to a more permanent solution, if desirable, like an expanded sidewalk that can accom- modate patios.
	Design/Engagement	Work collectively with property owners to implement a design for a section of the S Candler- S Carroll alley.	X			p.54-55	

	Topic Area	Recommendation	Time Frame			Report Page Reference	Explanation
			Short	Medium	Long		
	Design/Engagement	Use the results of the visual preference survey to guide street object and site design choices.		X		p. 34-51	
	Design	Screen back porches, cellars, crawl spaces, and utility corridors (concentrations of private utilities).			X	p. 58-61, 68-71	Utility corridors are most visible along Temple St., Church St., and the alleyways south of Montgomery St. The City may choose to incorporate screening as part of redesign efforts.
	Design	Complete a lighter, quicker, cheaper project in downtown.		X		p.54-73	Lighter, quicker, cheaper (LQC) describes projects that can be implemented quickly and at a low cost. Often these are temporary (1 month - 1 year) installations that can be used to as a litmus test for more permanent investment.
	Design	Develop and place pedestrian way-finding signage in areas of high foot-traffic.		X		p.74-75	
	Design	Develop and place gateway signage at locations along major roads leading into Villa Rica and downtown.			X	p.74-75	These locations are not exclusively in downtown. Some gateway signage sites were identified in the Villa Rica RSVP plan.
	Engagement	Continue to make the case for downtown investment by educating residents, public officials, and business owners on the projected impacts of upcoming major developments.	X	X			

	Topic Area	Recommendation	Time Frame			Report Page Reference	Explanation
			Short	Medium	Long		
	Engagement	Hold on-site demonstrations and walking tours for staff, officials, and the local community.	X	X		p.88-89	Design presentations and demonstrations can be indispensable to helping those concerned better understand the implications of a change to the existing conditions as a result of a redesign.
	Programs & Coordination	Gather data on site use and conditions pre- and post-redesign.		X	X	p.6-7	Evaluating a project site before and after design implementation is the best way to gauge success and improve future design efforts.
	Programs & Coordination	Co-locate trash pickup areas for downtown property owners and enforce pickup schedule, particularly in alleyways targeted for redesign.		X		p.82-87	Code enforcement may be needed to assure compliance to trash schedule guidelines. Guidelines should be mutually agreed upon by the City and affected property owners.
	Programs & Coordination	Coordinate efforts between Main Street's Design Review Committee and Villa Rica's emerging Georgia Economic Placemaking Collaborative (GEPC) team.	X				Where goals overlap related to downtown improvement projects, the work of the different parties and organizations involved should dovetail as much as possible.
	Programs & Coordination	Recruit specific business types to fill downtown vacancies that will complement active public spaces and areas targeted for redesign.		X		p. 20-27	Different types of spaces lend themselves to different activities. The activities that a site design promotes should be intentional and pair with surrounding context as much as possible.
	Programs & Coordination	Continue to align development and design efforts with previous plans and studies, and with future major developments.			X		

COMPILED RECOMMENDATIONS

	Topic Area	Recommendation	Time Frame			Report Page Reference	Explanation
			Short	Medium	Long		
	Programs & Coordination	Inventory parking spaces in the downtown area.		X			A parking inventory will help the City and downtown property owners understand where there may be parking deficiencies or excesses, informing future improvements.
	Programs & Coordination	Survey sidewalk conditions, identifying areas for maintenance and sidewalk expansion		X			
	Programs & Coordination	Activate spaces in downtown with programmed events and activities. These can be led by the city, a civic organization, or local partners.	X	X			Local businesses interested in hosting events can be good partners in activating underutilized public spaces.
	Programs & Coordination	Identify local volunteers and city staff who can implement placemaking project area designs.	X	X		p.82-89	Volunteers and staff can help execute designs. Local experts can offer advice, assess designs, and help inform a path to implementation.
	Programs & Coordination	Continue to coordinate with GDOT over possible crossing improvements to Montgomery St.			X	p.18-19	





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Certificate of Achievement for Excellence in Financial Reporting for FY21
AGENDA DATE: 03/14/23

DATE PREPARED: 02/28/23
PREPARED BY: Jennifer Hallman, Finance Director

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

PURPOSE: Certificate of Achievement for Excellence in Financial Reporting for FY21

BACKGROUND: (Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to City of Villa Rica for its annual comprehensive financial report for the fiscal year ended September 30, 2021. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

STAFF RECOMMENDATION:

IMPACT:

MOTION:



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Villa Rica
Georgia**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2021

Christopher P. Morrell

Executive Director/CEO



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

2/3/2023

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
Email: mlevine@gfoa.org

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Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Keep Carroll Beautiful – Request to Use VPlex
AGENDA DATE: 3-14-2023

DATE PREPARED: 3-7-2023
PREPARED BY: Sarah Andrews

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

PURPOSE: To approve the use of the VPlex by Keep Carroll Beautiful for a Spring E-Recycling event on April 22, 2023 from 9am to 1pm, with set-up and break-down time.

STAFF RECOMMENDATION: Approval.

IMPACT: To give the residents of Villa Rica a local option for electronic recycling.

MOTION: I make a motion to approve the use of the VPlex by Keep Carroll Beautiful on April 22, 2023 for a Spring E-Recycling event.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Keep Carroll Beautiful – Sponsorship for E-Recycling Event
AGENDA DATE: 3-14-2023

DATE PREPARED: 3-7-2023
PREPARED BY: Sarah Andrews

AMOUNT: \$1,000
GL ACCOUNT #: 100-1110-572100
FUNDING SOURCE: General Fund Operating
BUDGETED ITEM?: Yes

PURPOSE: To approve a \$1,000 sponsorship of the Keep Carroll Beautiful Spring E-Recycling event on April 22, 2023.

BACKGROUND: The City has sponsored this event in the past:

2015 - \$1,000
2016 - \$1,000
2018 - \$1,000
2021 - \$1,000
2022 - \$1,000

STAFF RECOMMENDATION: Approval.

IMPACT: To sponsor a local electronic recycling event by Keep Carroll Beautiful.

MOTION: I move to approve the sponsorship of Keep Carroll Beautiful's Spring E-Recycling event for the amount of \$1,000.

2023 Keep Carroll Beautiful Recycling Events

- [] Spring Electronics Recycling (April 22 – Earth Day!)
- [] Spring Tired of Tires Amnesty (April 15-22)
- [] Household Hazardous Waste (May 20)
- [] Fall Electronics Recycling (October 7)
- [] Fall Tired of Tires Amnesty (November 11-18)

Since 2005, Keep Carroll Beautiful events and programs diverted tons of hazardous materials from landfills. During 2022 E-Recycling collections, residents of Carroll County were able to reduce their impact on the environment and responsibly dispose of 40,000 pounds of old computers, printers, and other electronics; over 100 tons of tires, and 6,000 pounds of paint and chemicals – all at no cost to participants!

Today, Keep Carroll Beautiful is inviting your organization to be a part of the recycling initiatives and help us raise the much-needed funds for our community recycling events and other programs within our mission to engage the citizens of Carroll County in taking responsibility for improving our community environment.

Presenting Sponsor: \$1,000 []

Partnership level comes with mentions in any advertising (paper, website, social-media), logo on the event's banner(s), event-day tent space*, and mentions on Gradick Communications radio coverage:

- Two Hundred and Thirty (230) 60-second recorded promotional announcements with sponsors in the two weeks preceding the event.
- Eight (8) 60-second promotional announcements during the day of the event.
- Announcements air on all Gradick Commercial Stations: B92 Country, Great Classics 98.9, Kiss 102.7, King Country 93.7FM/106.0AM,
- News Talk 1330AM/106.3 FM Mentions during Community Voice program on WLBB, Carroll County's News Talk Station and live appearances on other station the week of the event.

Sponsor: \$500 []

Sponsorship Comes with mentions in any print and online advertising and during live radio appearances, large logo placement on the event's banner(s), and tent space for the day.

Friend: \$250 []

Friends receive their company name mentioned in print and digital advertising.

Name (print): _____ Company: _____

Phone: _____ Email: _____

Address: _____

Signature: _____



213 Bradley Street
Carrollton GA 30117

678-321-4816
info@keepcarrollbeautiful.org
www.keepcarrollbeautiful.org



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Resell Microsoft SurfacePros to Council

AGENDA DATE: March 14, 2023

DATE PREPARED: February 1, 2023 (revised March 10, 2023)

PREPARED BY: Jim Chambers/Sarah Andrews

PURPOSE: To make the Microsoft SurfacePros used by the council available for purchase by council members.

BACKGROUND: With the approval of the iPads for council members, the Microsoft SurfacePros will be surplus.

State law (OCGA 36-37-6) provides that generally any property which is declared by a local government to be surplus must be sold through an advertised public auction or bid process unless it falls within a limited number of exceptions. One of those exceptions is when the item to be sold is valued less than \$500 and there are reasons to sell the property in a private sale. In our situation the used Surface Pros are worth significantly less than \$500 (estimated \$75) and those Surface Pros may contain information which is private to the Council member who has been using it for several years. There were no restrictions upon use of the devices for purposes beyond City business. Consequently, it would be in compliance with State law for the Council to sell the surplus Surface Pros by private sale or to have them destroyed.

STAFF RECOMMENDATION: To allow the current holders to purchase the SurfacePros for a fair price on a used device. Before the sale, the devices must be disjoined from the City's domain.

MOTION: I move to declare that the existing SurfacePros are surplus property and may be sold to the existing holder of the Surface Pro for \$75. Any devices not so purchased by the current holders can be sold in the discretion of the City Manager (if confidential information can be removed) or destroyed.

Record and Return to:
Fuqua Development, LP
Fifteen Piedmont Center
3575 Piedmont Rd., NE
Suite 800
Atlanta, GA 30305

QUIT CLAIM DEED

STATE OF GEORGIA,
COUNTY OF CARROLL

THIS INDENTURE, made the ____ day of _____, 2023, between **CITY OF VILLA RICA**, hereinafter called GRANTOR, and **FUQUA DEVELOPMENT, LP**, hereinafter called GRANTEE (the words "GRANTOR" and "GRANTEE" to include their respective heirs, successors and assigns and to include the masculine, feminine or neuter gender where the context requires or permits).

WITNESSETH, that: GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby release, remise, convey and forever QUITCLAIM unto the said GRANTEE.

All that tract or parcel of land lying and being in Land Lot 176 of the 2nd District, Carroll County, Georgia, and being more particularly described as follows:

COMMENCING at a 5/8-inch rebar set located at the intersection of the Common Land Lot Line between land lots 176 and 177 and the Southwesterly Right-of-Way line of Punkintown Road (80' R/W); said rebar having State Plane Coordinate Value Northing: 1,360,781.78; Easting 2,071,856.67; Georgia West Zone; thence along said right-of-way of Punkintown Road South 26 degrees 50 minutes 45 seconds East for a distance of 136.52 feet to a 5/8-inch rebar set; thence South 26 degrees 50 minutes 45 seconds East for a distance of 205.72 feet to a 5/8-inch rebar set; thence South 24 degrees 55 minutes 41 seconds East for a distance of 56.14 feet to a 5/8-inch rebar set; thence South 24 degrees 55 minutes 41 seconds East for a distance of 6.61 feet to a 5/8-inch rebar set; thence South 26 degrees 08 minutes 27 seconds East for a distance of 127.14 feet to a 5/8-inch rebar set; thence South 26 degrees 08 minutes 27 seconds East for a distance of 34.09 feet to a 5/8-inch rebar set; thence South 31 degrees 50 minutes 41 seconds

East for a distance of 75.86 feet to a 5/8-inch rebar set; thence South 31 degrees 50 minutes 41 seconds East for a distance of 24.14 feet to a 5/8-inch rebar set; thence South 36 degrees 49 minutes 47 seconds East for a distance of 144.29 feet to a 5/8-inch rebar set; thence South 36 degrees 49 minutes 47 seconds East for a distance of 149.87 feet to a 5/8-inch rebar set; thence South 36 degrees 49 minutes 47 seconds East for a distance of 138.62 feet to a concrete monument found and the POINT OF BEGINNING; thence South 36 degrees 49 minutes 29 seconds East for a distance of 288.12 feet to a 5/8-inch rebar set; thence South 36 degrees 37 minutes 45 seconds East for a distance of 217.17 feet to a 5/8-inch rebar set; thence South 36 degrees 18 minutes 18 seconds East for a distance of 58.52 feet to a 5/8-inch rebar set; thence South 34 degrees 53 minutes 25 seconds East for a distance of 63.40 feet to a 5/8-inch rebar set; thence South 31 degrees 31 minutes 50 seconds East for a distance of 64.23 feet to a 1/2-inch rebar found; thence South 61 degrees 36 minutes 39 seconds West for a distance of 28.83 feet to a 5/8-inch rebar set; thence North 36 degrees 42 minutes 19 seconds West for a distance of 686.75 feet to a concrete monument found; thence North 52 degrees 57 minutes 15 seconds East for a distance of 36.43 feet to a concrete monument found and the POINT OF BEGINNING.

Said tract of land contains 0.572 acres more or less.

TO HAVE AND TO HOLD the said premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any rights or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the GRANTOR has signed, sealed and delivered this quit claim deed, the day and year above written.

Signed, sealed and delivered
in the presence of:

CITY OF VILLA RICA, GEORGIA

Witness

By:
_____(SEAL)

(SEAL)
Notary Public

Attest: _____

My Commission Expires: _____

(NOTARY SEAL)

This Deed is accepted by Grantee this _____ day of _____, 2023.

FUQUA DEVELOPMENT, LP

By: _____



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Discussion of Easement Acquisition on Mirror Lake Blvd.

AGENDA DATE: March 14, 2023

DATE PREPARED: February 28, 2023

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To discuss the acquisition of easements on Mirror Lake Blvd. for the installation of lights along the cart path.

BACKGROUND: The cart path on the east side of Mirror Lake Blvd. from Shoreline Parkway to the Publix shopping center is unlit. City staff and the City Attorney have attempted to acquire the necessary easements for lights, but without success.

The City Attorney is in contact with the owners of the land in front of the Cube Storage facility.

STAFF RECOMMENDATION:

IMPACT:

MOTION: For discussion only.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Adding a Concert to the Schedule Funded by Sponsorships
AGENDA DATE: 3-14-2023

DATE PREPARED: 3-14-2023
PREPARED BY: Sarah Andrews

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

PURPOSE: To discuss the possibility of an additional concert to the schedule funded by sponsorships.

BACKGROUND: Councilmember McPherson would like to discuss adding a concert to the schedule with financial support provided by sponsorships.

STAFF RECOMMENDATION:

IMPACT:

MOTION: For discussion only.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Addendum to Civic Plus Agreement and Statement of Work for Ordinance Supplementation

AGENDA DATE: March 14, 2023

DATE PREPARED: March 1, 2023

AMOUNT: \$3,888.64

BUDGETED ITEM: Yes

PREPARED BY: Theresa Campbell, City Clerk

PURPOSE: Approve the Addendum to the CivicPlus Agreement and Statement of Work for Ordinance Supplementation

BACKGROUND: Since 2014 the City has used Municode, for codification, web hosting and supplementation of the City's Ordinances. Municode was bought by Civic Plus in the last year. CivicPlus has restructured the billing structure for those services to an annual recurring supplement charge compared with the previous per page supplement charge. The previous printed code supplement charge was \$18.00 per page which had been in place since 2014. CivicPlus has increased the per page rate for supplements to \$23.40 from the \$18.00 rate and added an option for an annual rate based upon size. Considering the increase on the per page charge we would like to change to the annual supplement billing structure for a consistent annual cost. As such, Civic Plus has provided an updated Statement of Work, SOW, which will need to be executed.

STAFF RECOMMENDATION: Staff recommends execution of updated Statement of Work with Civic Plus.

MOTION: I move to authorize the Mayor to execute the CivicPlus Statement of Work in the amount of \$3,489.64.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-34059-1

Date:

1/4/2023 10:46 AM

Customer:

VILLA RICA, GEORGIA

Product Name	DESCRIPTION	QTY	TOTAL
Municode Administrative Support Fee	Municode Administrative Support Fee	1.00	USD 399.00
Full-Service Supplementation Subscription	Full-Service Supplementation Subscription	1.00	USD 3,489.64
Annual Recurring Supplement Services		3,888.64	

1. This Statement of Work ("SOW") is between Villa Rica Georgia ("Customer") and CivicPlus, LLC ("CivicPlus"), the acquirer and sole owner of Municode, LLC f/k/a Municipal Code Corporation, and incorporates and is subject to the terms and conditions located at Addendum 1 attached to this SOW.

2. This SOW shall begin on 6/1/2023 ("Effective Date") and all the services provided to Customer listed in the above line items (the "Services") shall align to renew annually on each anniversary of the Effective Date ("Renewal Date"). Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase each Renewal Term of the greater of 5% or the Consumer Price Index for All Urban Customers ("CPI-U") + 3%. CivicPlus shall, on December 31 of each calendar year, refer to the Unadjusted Percent Change for All items during the most recently published 12-month period by the United States Bureau of Labor Statistics (<http://bls.gov/news.release/cpi.to1.htm>) to determine the CPI-U value. Customer will pay all invoices within 30 days of the date of such invoice.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW.

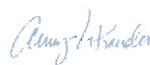
IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Name:

Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

Addendum 1

This agreement ("Agreement") is explicitly agreed to by the Customer listed on the Statement of Work. All terms used in this Agreement that are not otherwise defined shall have the definition ascribed to it in the Statement of Work. 1. Scope of Services. The Services provided to Customer under this Agreement are set forth in the CivicPlus Statement of Work signed by the parties (the "SOW"). Customer may purchase additional services for additional cost at any time upon mutual written consent of the Parties, including but not limited to updating the frequency of Supplement updates, additional labor required because of delays, errors or omissions on the part of Customer. 2. Limitations of Services. Annual Recurring Supplement Service does NOT include: a. Additional copies, reprints, binders and tab orders; b. Documents drafted in InDesign or that contain form-based code requirements, are subject to additional editorial fees; c. Legal work, creation of fee schedules, gender neutral review/implementation, external linking; d. Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt; e. Online Code hosting and online features, this is listed separately. For services outside the scope of the Annual Recurring Supplement Services, a per page rate of \$23 will be applied. f. Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material; g. Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt; h. The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; 3. Each document for processing should be its own individual file, named by its ordinance number. Customer should send in all documents to CivicPlus as MS WORD versions or a convertible PDF version.	4. Term and Termination. This Agreement shall remain in full force and effect for an initial period of one year commencing on the Effective Date ("Initial Term"), at the end of the Initial Term, this Agreement shall automatically renew for additional one-year terms (each a "Renewal Term"). If either Party does not intend to renew this Agreement, they shall provide sixty days prior notice to the end of the then-current term. Either party may terminate this Agreement for cause in the event the other party materially breaches any term of this Agreement and does not substantially cure such breach within thirty days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. 5. Compensation. Unless otherwise stated in an SOW signed by the Customer, the Customer shall pay CivicPlus for the Services annually at the start of each Renewal Term, within 30 days of the date an invoice is sent. 6. Integration. This Agreement sets forth the entire agreement between and among the parties with respect to the Services. This Agreement supersedes all prior written or oral agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof. 7. Limitation of Liability. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed five times the amounts paid by Customer for the Services in the year prior to such claim of liability. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible. 8. Ownership. Customer shall own all right, title, and interest in and to the code created under this Agreement. Customer is responsible for providing all necessary and correct documentation, materials and communication in a timely manner in order to enable CivicPlus to perform the Services and acknowledges CivicPlus cannot begin performance of the Services until all necessary documentation, materials and communication is received. 9. Customer acknowledges that any legal analysis provided by CivicPlus is provided to Customer for their use and direction. However, Customer agrees the Services provided for herein do not review legal codes for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about Customer's legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of any particular situation or establish an attorney-Customer relationship. CivicPlus is not a law firm and may not perform services performed by an attorney, and the Services contemplated herein do not constitute a substitute for the advice or services of an attorney. 10. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, damage or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.
--	--

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources:

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax



CITY OF VILLA RICA

City Council Packet

SUBJECT: RA-08-22 – Brenda M. Matthews & Themis Asset Recovery, LLC –Proposed Rezoning of Four Parcels on South Street

CITY COUNCIL AGENDA DATE: March 14th, 2023

DATE: February 27th, 2023

PREPARED BY: Ronald Johnson, Planning and Zoning Administrator

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Brenda M. Matthews & Themis Asset Recovery, LLC seeks a rezoning of four parcels (624 South Street along with 3 other parcels) from Single-Family Urban (R2) to Commercial Medium-Density (C2) in order to reparcel the lots and construct a national sit-down chain restaurant.

BACKGROUND: The applicant proposes to construct a new national chain site-down restaurant on a newly combined parcel that would stretch from Commerce Drive to South Street under a proposed C2 Zoning. The applicant is also proposing to construct a new road through the parcel to connect to Highway 61 and the business fronting onto Commerce Drive. Of the four parcels, one has a residential structure and the other three are vacant.

STAFF RECOMMENDATION: Staff recommends APPROVAL

Reasons: The requested zoning would permit uses that are consistent with the surrounding area and would provide further growth along the Commerce Drive/Highway 61 corridor.

PLANNING COMMISSION RECOMMENDATION: APPROVED (4-0)

MOTION:

I move to approve the rezoning request from Brenda M. Matthews & Themis Asset Recovery, LLC of Villa Rica, GA for a rezoning from R2 to C2 as outlined by staff.

To Whom it May Concern;

Please accept this correspondence as authorization for Jeff R. Matthews to serve as my agent for the rezoning application for parcels:

V07 011 0066
V07 011 0070
V07 011 0083
V07 011 0168

Thank you for your consideration in this matter!

Sincerely,

Brenda M. Matthews

Brenda M. Matthews

Brenda M. Matthews, Manager
Themis Asset Recovery, LLC
Brenda M. Matthews, Manager

Dianne Sothman

Witness

Sworn to and subscribed before me this 27th day of December, 2022.

Janice Bass

Notary Public

My Commission Expires 10 / 2 / 2024



STORMWATER
MANAGEMENT PLAN
FOR
COMMERCE DRIVE & SOUTH STREET
COMMERCIAL DEVELOPMENT



APPROVED,
1/31/2023 8:40 AM
Bobby C. Elliott, P.E.
City Engineer

VILLA RICA, GEORGIA

OWNER/DEVELOPER:
JEFF MATTHEWS
P.O. BOX 324
VILLA RICA, GA 30180
770-231-8572



Prepared by:
Georgia and West, Inc.
105 Corporate Drive
Carrollton, Georgia 30117
(770) 834-4694
mailbox@georgiaandwest.com

Date:
January 24, 2023

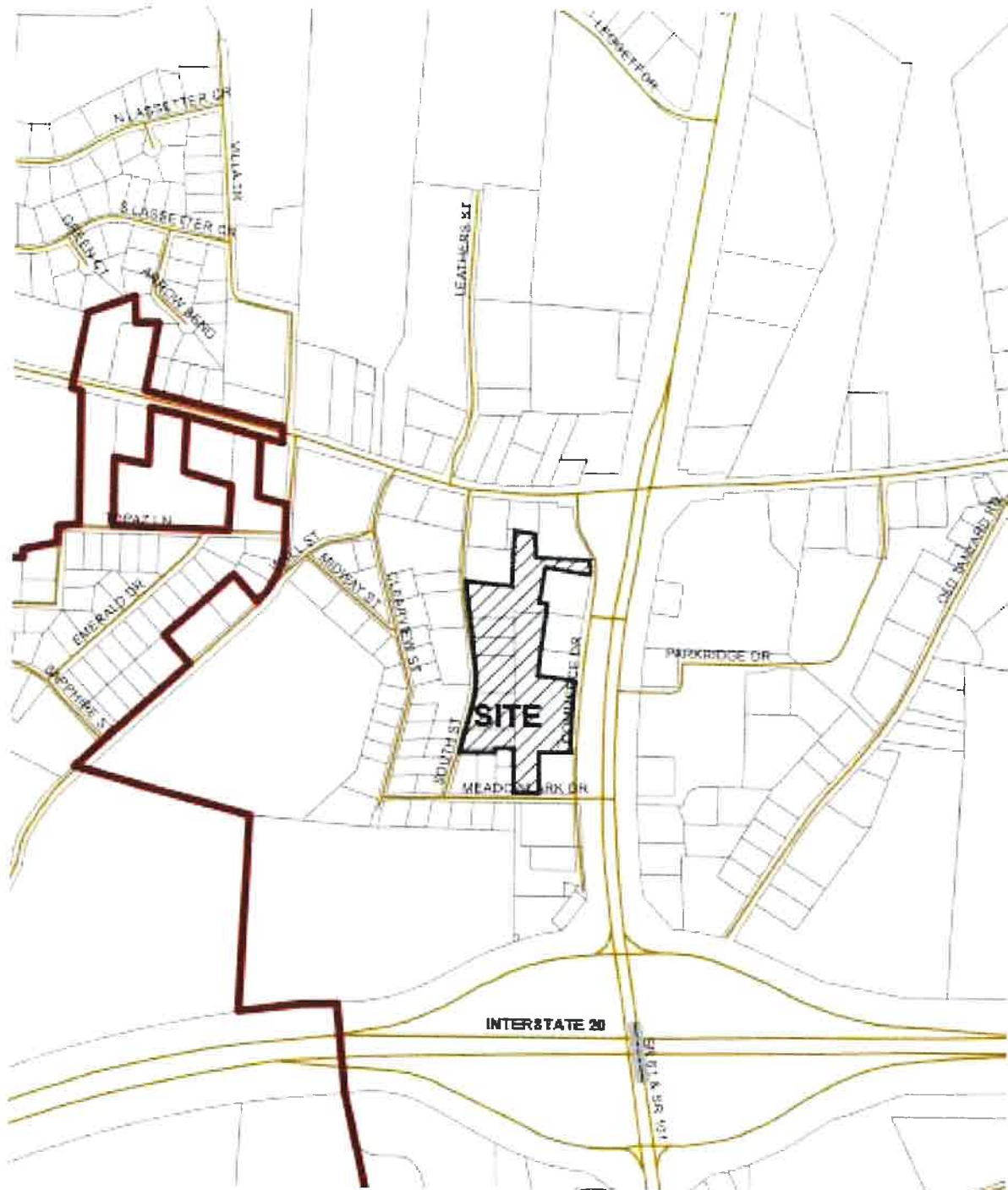
Project Number:
051119



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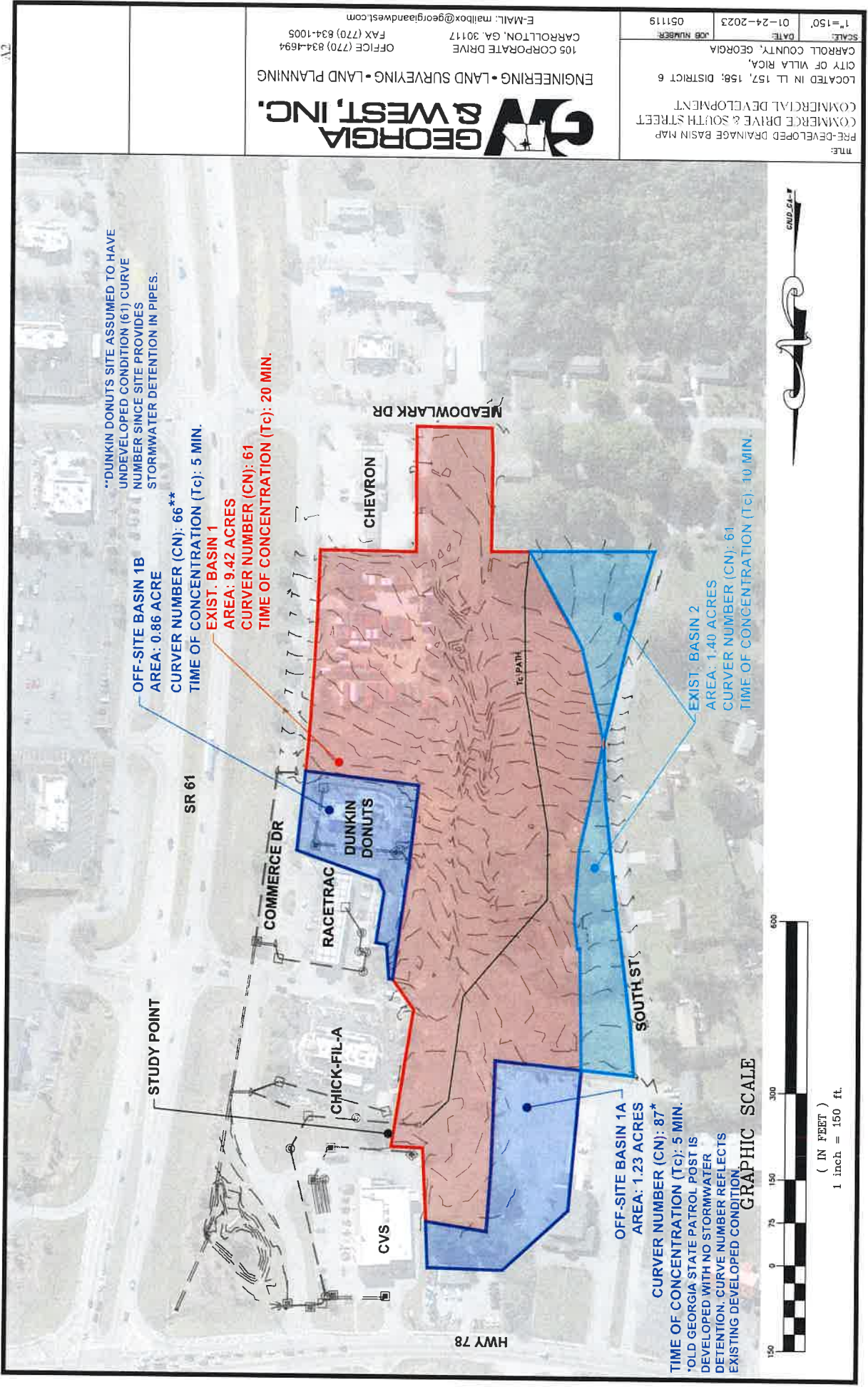
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2.6 Background Data	4
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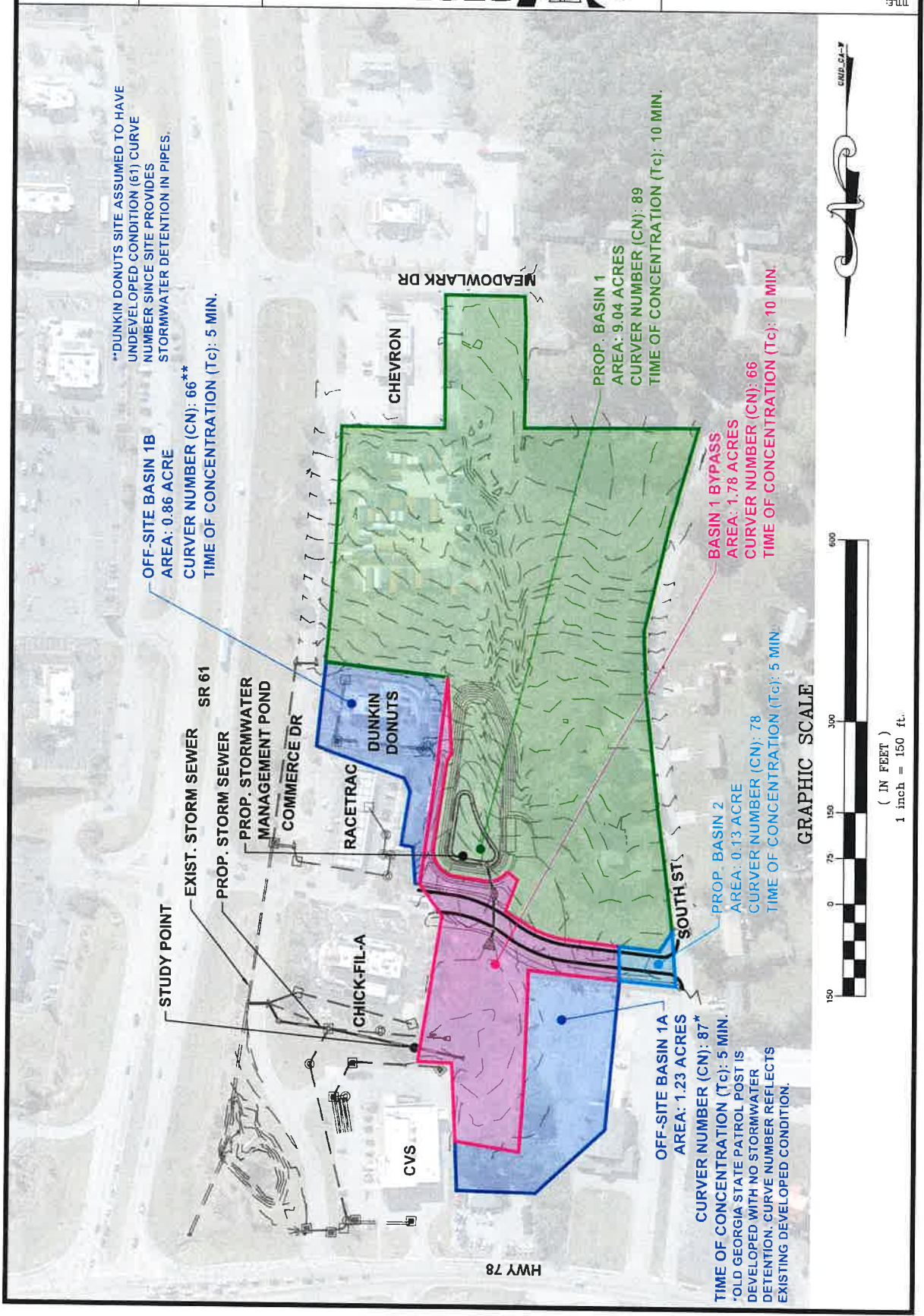
1.0 LOCATION MAP



Stormwater Management Plan for
Commerce Drive & South Street Commercial Development
Located in: Villa Rica, Georgia

[illegible]

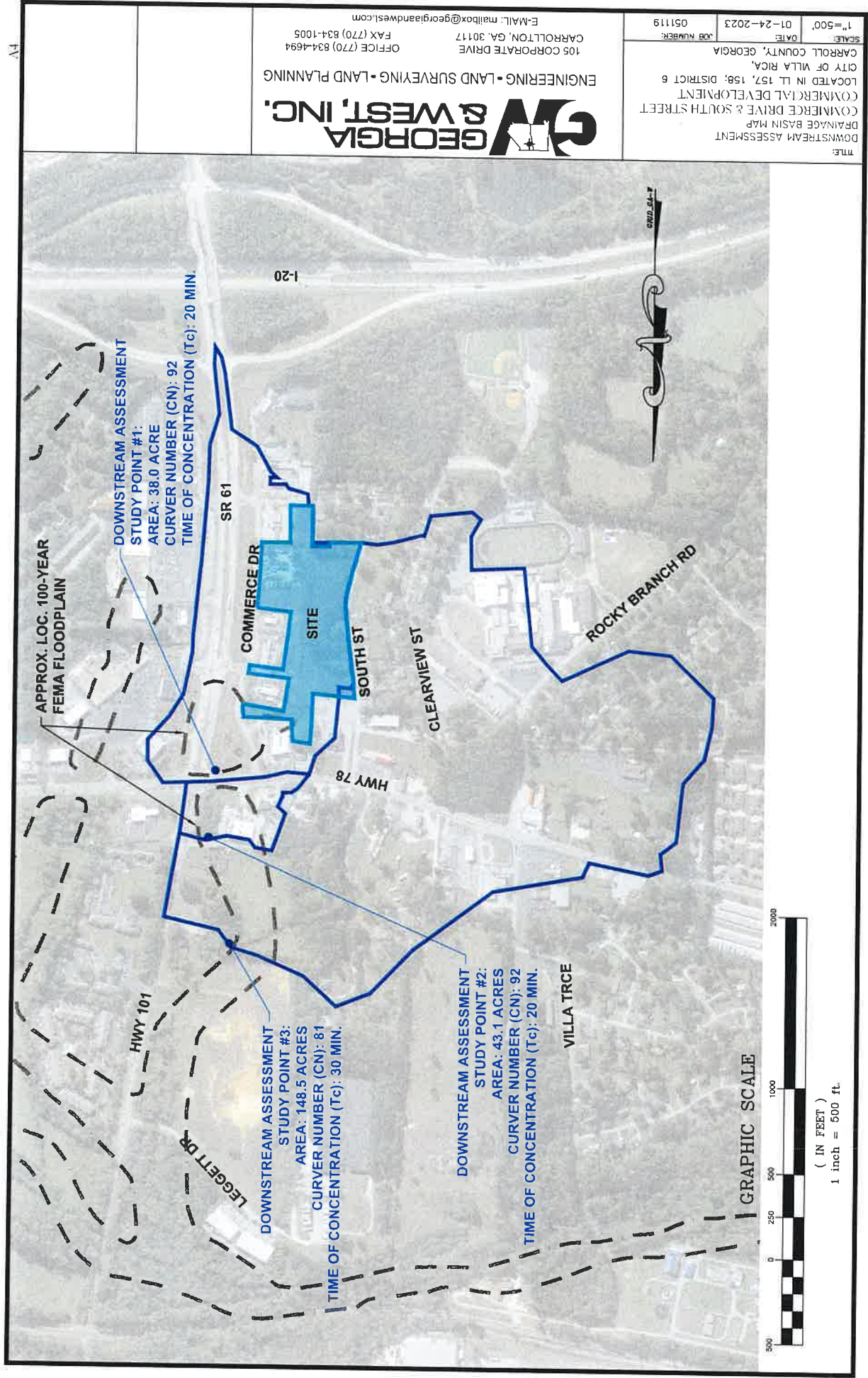




GRAPHIC SCALE

FILE: POST-DEVELOPED DRAINAGE BASIN MAP
(COMMERCE DRIVE & SOUTH STREET)
COMMERCIAL DEVELOPMENT
LOCATED IN LL 157, 158; DISTRICT 6
CITY OF WILLA RICA,
CARROLL COUNTY, GEORGIA
DATE: 01-24-2023
JOB NUMBER: 051119
SCALE: 1"=150'

GEORGIA & WEST, INC.
ENGINEERING • LAND SURVEYING • LAND PLANNING
105 CORPORATE DRIVE
CARROLLTON, GA. 30117
OFFICE (770) 834-1005
FAX (770) 834-1005
E-MAIL: mailbox@georgiaandwest.com



GEORGIA & WEST, INC.
ENGINEERING • LAND SURVEYING • LAND PLANNING
105 CORPORATE DRIVE
CARROLLTON, GA. 30117
E-MAIL: mailbox@georgiaandwest.com
OFFICE (770) 834-4694
FAX (770) 834-1005

PROJECT:
DRAINAGE BASIN MAP
COMMERCIAL DEVELOPMENT
LOCATED IN LT. 157, 158, DISTRICT 6
CITY OF WILLA RICA,
CARROLL COUNTY, GEORGIA
DATE: 01-24-2023
JOB NUMBER: 051119
SCALE: 1"=500'



January 23, 2023

Ron Johnson
City of Villa Rica
Planning and Zoning Department

RE: RA-08-22

The property which is the subject of this rezoning will be incorporated into the tract to the east to facilitate general commercial usages such as a national "sit down" restaurant, potential commercial tenants, etc. The final configuration may vary depending upon site conditions such as rock, water detention constraints, and topography.

Thank you for your consideration in this matter.

Jeff R. Matthews, Agent

GENERAL
WARRANTY DEED

Prepared by
TISINGER, TISINGER, VANCE & GREER
Attorneys at Law
Carrollton, Georgia 30117

769

STATE OF GEORGIA, COUNTY OF CARROLL

THIS INDENTURE, Made the 14th day of October in the year One Thousand Nine Hundred and Ninety-One (1991), between **THOMAS LEO** of the County of Carroll, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **BRENDA M. MATTHEWS**

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns and to include the masculine, feminine or neuter gender where the context requires or permits).

WITNESSETH, that: Grantor, for and in consideration of the sum of **LOVE AND AFFECTION** (\$ -----) DOLLARS, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE INCORPORATED HEREIN FOR A COMPLETE DESCRIPTION OF THE CAPTIONED PROPERTY, CONSISTING OF PAGES 1-118

RECORDED
10-24-91
4:56 PM
CLERK OF SUPERIOR COURT

Filed
Date 10-24-91
Clerk of Superior Court

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this general warranty deed, the day and year above written.

Signed, sealed and delivered
in the presence of:

Jamie McCard
Civil Witness
Brenda M. Matthews
Notary Public Georgia State at Large
My Comm. expires 12/92

Thomas Leo (SEAL)
THOMAS LEO
(SEAL)

770

All that tract or parcel of land lying and being in Land Lot 157 of the 6th District and being more particularly described as follows:

BEGINNING at an iron pin on the east side of South Street 556.7 feet north of the intersection of South Street with Meadowlark Avenue and running north along said street 200.64 feet to an iron pin; thence east 211.20 feet to an iron pin; thence south 200 feet to an iron pin; thence west 205.25 feet to an iron pin at the Point of Beginning.

Said property is designated as Lots 49 and 50 on a plat of survey of Clearview Subdivision recorded in Plat Book 9, page 56, Carroll County Records. Said plat description is, by reference, incorporated herein and should be referred to for a more accurate, complete description of said property.

All that tract or parcel of land lying and being in Land Lot 157 of the 6th District, Carroll County, Georgia, within the City of Villa Rica and being Subdivided Lots 47 and 48 Clearview Subdivision as shown on a survey recorded at Plat Book 9, page 56, Carroll County Deed Records. Said plat being incorporated herein by reference.

OCT 25 1891

RECORDED

KENNETH SKINNER C.F.D.

Southern Crossroads
P.O. Box 324
Villa Rica, Ga 30180

STATE OF GEORGIA
COUNTY OF CARROLL

THIS INDENTURE, made and entered into on this 19 day of January, 1996 by and between
Thomas A. Leo called Grantor and Brenda M. MATTHEWS hereinafter called Grantee.

WITNESSETH: That

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars to the Grantor in
hand paid by the Grantee, and other valuable consideration, the receipt whereof is hereby
acknowledged, the Grantor have granted, bargained and sold, and do by these presents grant,
bargain, sell and convey unto the Grantee, the following described real estate, to wit:

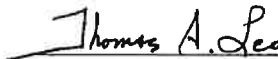
All that tract or parcel of land lying and being in Land Lot 157 of the 6th District of
Carroll County, Georgia, being known and designated as Lot No. 52 of "Clearview
Subdivision", as shown on a plat prepared by J. R. Harrison, dated November 9,
1964, which appears of record in Plat Book 9, Page 56, Office of the Clerk of the
Superior Court, Carroll County, Georgia, said plat and the record thereof are by
reference incorporated herein. Said tract of land being more particularly described
as BEGINNING at a point on the easterly right of way of South Street, said point
being a distance of 657.02 feet southerly along the easterly right of way of South
Street from the intersection of the easterly right of way of South Street with the
southerly right of way of U.S. Highway 78, and from said point of beginning
running in an easterly direction along a line dividing Lots 52 and 53, said plat, a
distance of 235 feet to the original east land lot line of Land Lot 157; thence
running south 2 degrees 23 minutes east along said original land lot line a distance
of 100 feet to a point; running thence in a westerly direction along a line dividing
Lots 52 and 51, said plat, a distance of 223 feet to a point on the easterly right of way
of South Street; running thence along the easterly right of way of South Street north
8 degrees 53 minutes west a distance of 100.64 feet to the point of beginning, said
tract having situated thereon and entirely within the boundaries thereof on six-
room, two bath brick veneer dwelling construction in 1970.

TO HAVE AND TO HOLD, together with all and singular the rights, tenements,
hereditaments, and appurtenances thereunto belonging or in anywise appertaining, unto the
Grantee, his heirs and assigns forever.

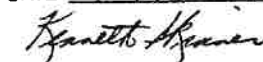
And the Grantor hereby covenant with the Grantee that they are lawfully seized in fee of the
said premises, that he has a good right to sell and convey the same; that the said premises are free
from encumbrance, except as herein stated; and that Grantor will forever warrant and defend the
title to said premises against the lawful claims and demands of all persons, whomsoever.

IN WITNESS WHEREOF, Grantor has hereto set his hand and seal on this day and year
herein first above written.


Notary Public
MY COMMISSION EXPIRES DEC. 11, 1998


Thomas A. Leo

CARROLL COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
PAID 40.50
DATE 1-13-97


CLERK OF SUPERIOR COURT

RECORDED 15 1997
KENNETH SKINNER, CLERK

BOOK 959 PAGE 018



APPLICATION FOR
UDC TEXT AMENDMENT / ZONING MAP AMENDMENT

☐ UDC TEXT AMENDMENT ☒ ZONING MAP AMENDMENT

Please complete the blanks with the information requested. If any of the information or required materials is missing or incomplete, the application will not be processed. Also, please note the required information requested on the back of this page.

Date of Application: 12/27/2022

APPLICANT

Applicant Name: BRENDA M. MATTHEWS & THEMIS ASSET RECOVERY, LLC.

Address: P.O. Box 324 City: Villa Rica State: GA Zip: 30180

Phone: (770) 231-8572 Fax: () - Email:

Agent Name: JEFF R. MATTHEWS

Address: SAME AS ABOVE City: State: Zip:

Phone: () - Fax: () - Email:

Owner Name (If different from applicant):

Address: City: State: Zip:

Phone: () - Fax: () - Email:

(Note: A notarized statement signed by the property owner(s) authorizing the applicant to make this request shall be attached to the application.)

REZONING REQUEST

Existing Zoning: R-3 Requested Zoning: C-4

Property Address: 624 South St. Nearest Intersection: U.S. Hwy. 78

Present Use of Property: Rental house & Vacant property adjacent to C-4 property

Proposed Use: COMMERCIAL

Size of Tract: 3.27 ACRES Land Lot Numbers: 157 Districts: 6th

Gross Density: N/A units per acre Net Density: N/A units per acre

Property Tax Parcel Number: V070110066; V070110070; V070110083; V070110168
.96 AC. .53 AC. 1.01 AC. .77 AC.

(For Office Use Only)

Total Amount Paid \$ Cash Check # Received by:

Application checked by: Date: Map Number(s):

Planning Commission: Approved ☐ Denied ☐ Date: Conditions: No ☐ Yes ☐ How many:

City Council Decision: Approved ☐ Denied ☐ Date: Conditions: No ☐ Yes ☐ How many:

Manager's Signature: Date:



CASE # _____
UDC TEXT/ZONING MAP

The procedure for amending the Unified Development Code (UDC) text, or making changes to the Official Zoning Map are set forth in Section 2.03.B, of the UDC. Generally, the amendment process involves review by the Community Development Manager and the Planning Commission with a final review and decision by the City Council.

I, Jeff Matthews, hereby state that all of the above statements and statements contained in the documents submitted with this application are true.

Jeff Matthews, Agent for Brenda M Matthews & Dennis Asset Recovery, LLC.
Signature of Applicant Date 12/27/2022

Required Materials to Accompany the Application for Zoning Map Amendment:

The Community Development Manager may waive informational requirements upon finding that the information is not required to determine compliance with UDC requirements.

- ☐ 1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
- ☐ 2. A site development plan prepared in conformance with submittal requirements (unless waived by Community Development Manager or requested zoning district is Single-Family Residential).
- ☐ 3. A written statement describing the following:
 - a. The proposed uses and the effect the proposed use may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code;
 - b. Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;
 - c. The areas which are most likely to be directly affected by such change and the likely effects;
 - d. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts, or other social or economic conditions in the areas and zoning districts affected;
 - e. The proposed time schedule and phasing for development;
 - f. The source/method for providing utility/infrastructure services to the property;
 - g. A description of existing road conditions and any new roads to be included in the development and of the effect the proposed development will have on existing road and traffic conditions; and
 - h. A list of any state, federal, or other public agencies' approvals or permits required for the proposed development.
- ☐ 4. Additional exhibits, as may be required by the Community Development Director.

Required Materials to Accompany the Application for UDC Text Amendment:

The Community Development Manager may waive informational requirements upon finding that the information is not required to determine compliance with UDC requirements.

Proposed text amendment;

Written statement describing reasons for the proposed text amendment; and any other exhibits as may be required by the Community Development Director.



CASE # _____
UDC TEXT/ZONING MAP

Disclosure of Campaign Contributions

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Has the applicant¹ made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the City Council or Planning Commission who will consider the application?

Yes _____ No ✓

If **Yes**, the applicant and the attorney representing the applicant must file a disclosure report with the City within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Board Member

We certify that the foregoing information is true and correct, this 27th day of DEC., 2022.

Applicant's Name – Printed _____

Jeff Matthews Agent for
Signature of Applicant
Brenda M. Matthews & Themis Asset Recovery, LLC.

Applicant's Attorney, if applicable – Printed _____

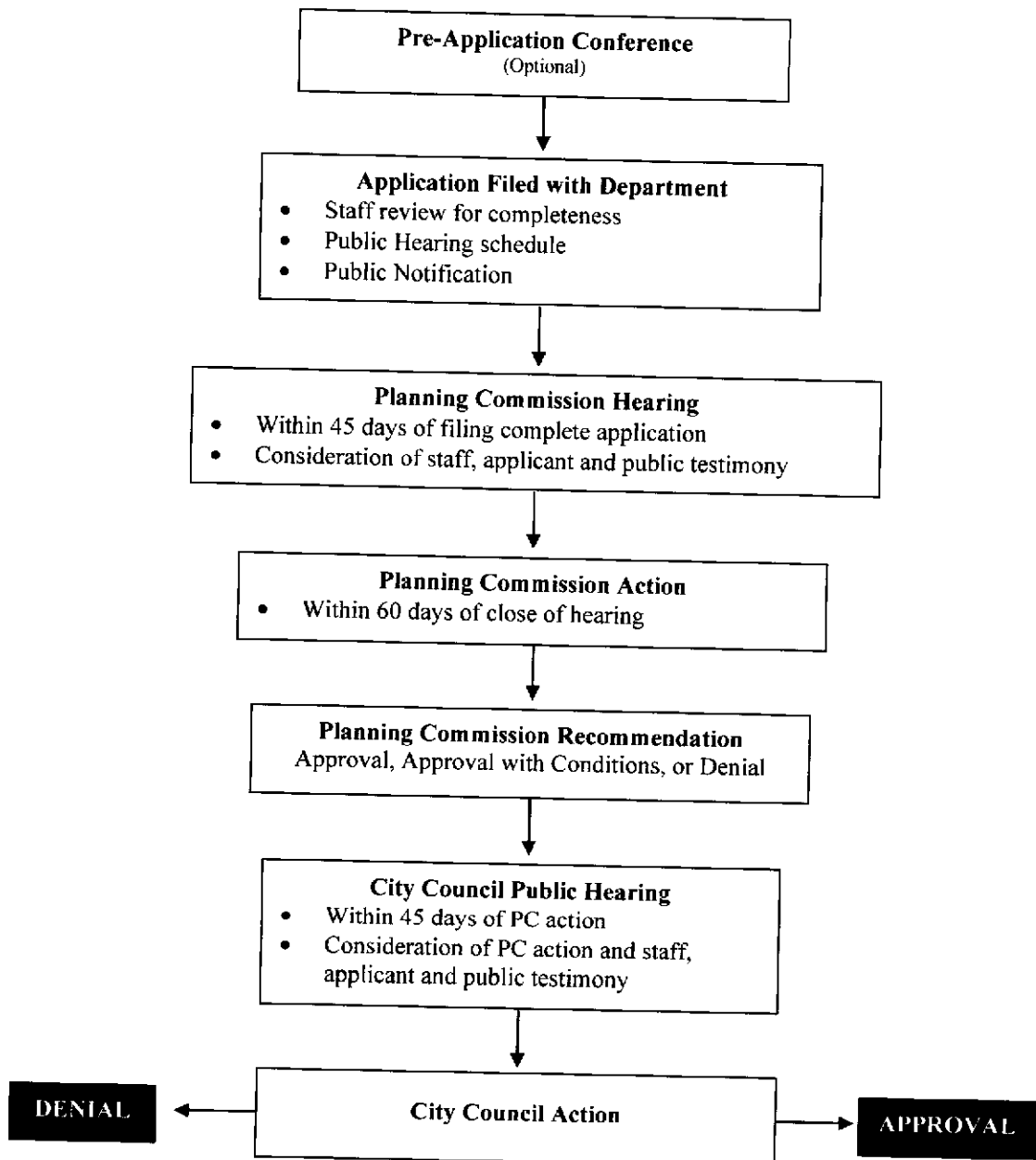
Signature of Applicant's Attorney, if applicable _____

Sworn to and subscribed before me this 27th day of December, 2022.

Janice Bass
Notary Public



1. Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.





Overview

Legend

- Parcels
- Roads

Parcel ID V070110070 = **A**
 Class Code Residential
 Taxing District VILLA RICA
 Acres 0.53

Owner MATTHEWS BRENDA M
 P.O. BOX 324
 VILLA RICA, GA 30180
 Physical Address 624 SOUTH ST
 Assessed Value Value \$108659

Last 2 Sales			
Date	Price	Reason	Qual
1/19/1996	\$40500	AJ	U
12/4/1995	\$57500	FM	Q

(Note: Not to be used on legal documents)

Date created: 12/27/2022
 Last Data Uploaded: 12/22/2022 6:12:50 PM

Developed by  **Schneider**
 GEOSPATIAL

B = V07 0110066

C = V07 0110083

D = V07 0110168 THEMIS Asset Recovery

.53
.96
1.01

.77
3.27 AC.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Amendment to Section 2 *Administration* (Contained in the City of Villa Rica Zoning Code)

CITY COUNCIL AGENDA DATE: February 7th, 2023

DATE: January 26th, 2023

PREPARED BY: Ronald Johnson, Planning & Zoning Administrator

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Section 2 of the Villa Rica Zoning Code is a part of the City's Zoning Ordinance. The purpose of this proposed amendment is to revise and update the Administration portion of the ordinance, covering the Planning Commission, City Council and Community Development Director subsections. The enclosed recommended changes are to align with other changes passed by City Council throughout 2022 and will remedy existing errors in this portion of the ordinance.

BACKGROUND: Staff periodically reviews and updates sections of the zoning ordinance as required in an effort to adapt the current ordinance to the best operating procedures and development standards as they arise. Staff has embarked on an update of the ordinance that will feature at least one section revision per month in order to review and revise all thirteen sections of the zoning ordinance within the 2023 calendar year. Section 2 of the ordinance focuses on the administration of planning and zoning functions within the municipality and the separation of specific duties between the City Council, Community Development Director and the Planning Commission.

STAFF RECOMMENDATION: Staff recommends approval of the proposed amendments.

PLANNING COMMISSION: APPROVAL w/ Condition (5-0). The Planning Commission recommended approval of the changes subject to subsections 2.02(9)(a)(iv) and 2.03(3)(a), which are currently proposed for removal from the ordinance, to be left in place. The commission explained that they did not agree with the previous decision in 2022 to remove these sections from other portions of the zoning ordinance and supports all other changes to Section 2.

MOTION:

1. I move to approve the proposed amendment to Section 2 *Administration* of the City of Villa Rica Zoning Ordinance as attached hereto.

CHAPTER I – IN GENERAL**Sec. 1.01 - TITLE**

- 1) This Ordinance shall be known and may be cited and referred to as the “Zoning Ordinance of the City of Villa Rica, Georgia,” and shall be referred to as “this Ordinance.”

Sec. 1.02 - PURPOSE

- 1) This Ordinance is hereby enacted by the City of Villa Rica, Georgia, for the purpose of:
 - a) Promoting the public health, safety, comfort, and general welfare;
 - b) To conserve and protect property and property values;
 - c) To secure the most adequate and economical provisions for public improvement, paying due regard to with the Comprehensive Plan and any changes made thereto as reflected in the Zoning Map and documents and records of The City of Villa Rica for the desirable future development of the City; and
 - d) To provide a method of administration and to prescribe penalties for the violations of the provisions hereafter described: all as authorized by the provisions of the Chapters and the Sections applicable under the Georgia Code.

Sec. 1.03 - TERRITORY UNDER THE ZONING ORDINANCE

- 1) This Ordinance shall be effective in the incorporated areas of the City of Villa Rica, Georgia. Upon annexation of territory into the City of Villa Rica, the County zoning regulations then in effect on that territory shall become null and void.

Sec. 1.04 - APPLICABILITY AND COMPLIANCE

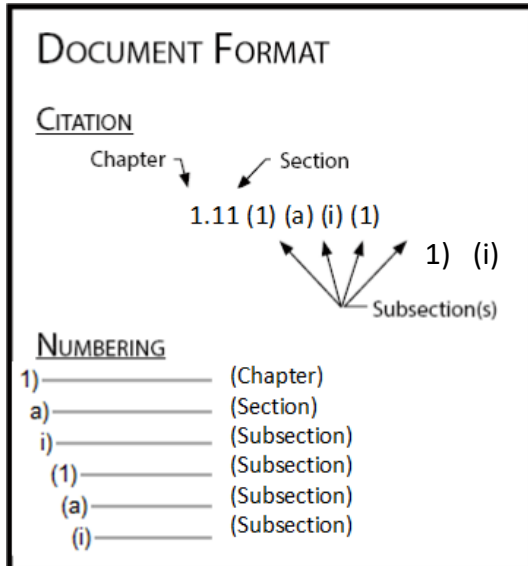
- 1) All buildings erected hereafter, all uses of land or buildings established hereafter, all structural alterations, changes in site or site flow, and relocation of existing buildings occurring hereafter, and all enlargements of or additions to existing legally conforming uses exceeding thirty-five percent (35%) of the existing site or structure occurring hereafter as determined by the Community Development Director (“Director”) shall be subject to all the regulations of this Zoning Ordinance as they apply to the zoning districts in which such buildings or uses of land shall be located.
- 2) This Ordinance shall not be construed as abating any action now pending under, or by virtue of, the prior existing zoning ordinance; or as discontinuing, abating, modifying, or altering any penalty accruing or about to accrue; or as affecting the liability of any person, firm, or corporation; or as waiving any right of the City of Villa Rica under any section or provision existing at the time of the effective date of this Ordinance; or as vacating or annulling any rights obtained by any person, firm, or corporation, by lawful action of the City, except as shall be expressly provided for in this Ordinance.
- 3) See also *Chapter III: Nonconformities*.

Sec. 1.05 - TRANSITION RULES

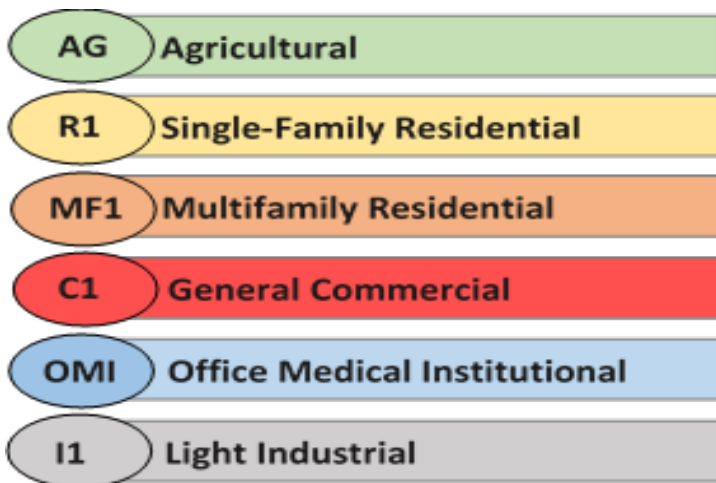
- 1) Any application that has been filed with the Planning & Zoning Commission or its designees and is full and complete, prior to the effective date of this Zoning Ordinance, shall be regulated by the terms and conditions of the Zoning Ordinance that was in place at the time of filing. However, all administrative procedures shall follow those set forth by this Zoning Ordinance.

Sec. 1.06 - HOW TO USE THIS DOCUMENT

- 1) **STRUCTURE.** The structure of the text of this Ordinance is as follows: Chapter (indicated by 1, etc.), Section (indicated by 1.1, etc.), and subsequent Subsections (indicated by a, i, etc.). Below is an example of this format:



- 2) **APPLICABLE DISTRICTS.** Zoning district designation identifiers are located in various places throughout the document. If one of these identifiers appears within a section, then that section will apply to the corresponding zoning district. Samples of district identifiers follow:

**Sec. 1.07 – INTERPRETATIONS**

- 1) In their interpretation and application, the provisions of this Ordinance shall be held to be minimum or maximum requirements, adopted for the promotion of the public health, safety, and the general welfare.

Sec. 1.08 - INTERPRETATION OF TERMS OR WORDS

- 1) For the purpose of this Ordinance, certain terms or words are defined, and the words or terms used shall be interpreted as follows:
 - a) The word “person” includes a firm, association, organization, partnership, trust, company, corporation or other legal entity, as well as an individual;
 - b) The present tense includes the future tense, the singular number includes the plural, and the plural number includes the singular;
 - c) The word “shall” is a mandatory requirement, the word “may” is a permissive requirement, and the word “should” is a preferred requirement.
 - d) The words “used” or “occupied” include the words “intended, designed, constructed, converted, altered or arranged to be used or occupied”; and
 - e) The word “lot” includes the words “plot, tract, or parcel.”

Sec. 1.09 - ZONING MAP

- 1) **OFFICIAL ZONING MAP.** The city is divided into zones or districts as shown on the Official Zoning Map as amended, which, together with all explanatory matter, is adopted by reference and declared to be a part of this Ordinance. See also *Section 11.05 – Zoning Map and Text Amendments*.
- 2) **LOCATION AND MAINTENANCE OF THE OFFICIAL ZONING MAP.**
 - a) Regardless of the existence of copies of the official Zoning Map which, from time to time may be published, the Official Zoning Map shall be located in the office of the Community Development department. It shall be the final authority as to the current zoning status of land and water areas in the city. Current copies may be obtained from the Community Development department.
 - b) The official Zoning Map may be maintained in electronic form, and depicted in various formats and scales as appropriate to the need, under the direction of the Community Development Director.
 - c) No changes of any nature shall be made on the Official Zoning Map or shown except in conformity with the procedures set forth in this Ordinance. Any unauthorized change of any kind by a person or persons shall be considered a violation of this Ordinance and punishable as provided under *Chapter XII – Violations and Enforcement*.
- 3) **REPLACEMENT OF THE OFFICIAL ZONING MAP.** In the event that the official Zoning Map becomes damaged, destroyed, lost or difficult to interpret because of the nature or number of changes and additions or loss of electronic information, the Villa Rica City Council may, by Resolution, adopt a new Official Zoning Map which shall supersede the prior Official Zoning Map. The new Official Zoning Map may correct drafting or other errors or omissions in the prior Official Zoning Map, but no correction shall have the effect of amending the original Official Zoning Map or any subsequent amendment.
- 4) **RULES FOR INTERPRETATION OF DISTRICT BOUNDARIES.** Where uncertainty exists with respect to the boundaries of districts as shown on the Official Zoning Map, the following rules shall apply:
 - a) Boundaries indicated as approximately following the center lines of thoroughfares or highways, street lines or highway right-of-way lines, or alleys shall be construed to follow the centerlines;
 - b) Boundaries indicated as approximately following platted lot lines shall be construed as following the lot line;
 - c) Boundaries indicated as approximately following city limits shall be construed as following the City Limits;

- d) Boundaries indicated as following railroad lines shall be construed to be midway between the main tracks;
- e) Boundaries indicated as approximately following the centerlines of streams, rivers, canals, lakes or other bodies of water shall be construed to follow the centerlines;
- f) Boundaries indicated as approximately following floodplain lines shall be construed to follow the floodplain lines;
- g) Boundaries indicated as parallel to or extensions of features indicated in the subsections above shall be so controlled. Distances not specifically indicated on the Official Zoning Map shall be determined by the scale of the map by the Community Development Director;
- h) Where physical features existing on the ground are at variance with those shown as the Official Zoning Map, or in other circumstances not covered by the subsections above, the Community Development Director shall interpret the boundaries. The Villa Rica City Council shall hear appeals to the decision of the Community Development Director; and
- i) When a zoning district boundary line divides a lot or parcel, the Director shall determine the applicable zoning district. The Director may require a rezone or replat of the site if any portion of a construction or development proposal overlaps two (2) or more zoning districts. The petitioner shall be responsible for filing the appropriate forms and for paying the appropriate filing fees to rezone or replat the lot or parcel. If a portion of a lot or parcel is in an overlay district, the entire lot or parcel shall be deemed as being within the overlay district.

Sec. 1.10 - CONFLICT OF LAW

- 1) Whenever the regulations of this Ordinance require a greater width or size of setbacks or other open space, a lower height limit, greater percentage of lot to be left unoccupied, a lower density of development, a more restrictive use of land, or impose other higher standards than are required in any other lawfully adopted rules, regulations, ordinances, private deed restrictions or private covenants, these regulations shall govern.

Sec. 1.11 - SEVERABILITY CLAUSE

- 1) Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, that decision shall not affect the validity of the Zoning Ordinance as a whole, or any part other than the part declared to be unconstitutional or invalid.

Sec. 1.12 - REPEAL OF CONFLICTING ORDINANCE

- 1) All ordinances or parts of ordinances in conflict with this Zoning Ordinance or inconsistent with the provisions of this Ordinance are repealed to the extent necessary to give this Ordinance full force and effect.

Sec. 1.13 - EFFECTIVE DATE

- 1) This Ordinance shall become effective from and after the date of its approval and adoption.

CHAPTER II - ADMINISTRATION

Sec. 2.01 – ENFORCEMENT

- 1) The Director of the Community Development department, or his/her designee, shall effect proper administration and enforcement of this Zoning Ordinance. *See also Chapter XII: Violations and Enforcement.*

Sec. 2.02 – PLANNING & ZONING COMMISSION

- 1) ESTABLISHMENT OF THE PLANNING & ZONING COMMISSION.
 - a) The Planning & Zoning Commission of Villa Rica shall be reconstituted and re-established in conformance with the Municipal Code. The Community Development Director, or his/her designee, shall serve as staff to the Commission.
 - i) Responsibilities. The Planning & Zoning Commission shall act in an advisory capacity to the City Council. In addition to any duties, responsibilities, or powers enumerated by the Council by resolution, ordinance, or the Municipal Code, the responsibilities of the Planning & Zoning Commission shall include:
 - (1) Conduct public hearings and makes recommendations on plan amendments, planned unit development, subdivisions, site plans as applicable, and zoning amendments;
 - (2) Recommend changes and amendments to the Zoning Map and the Code text;
 - (3) Conduct hearings and make recommendations on comprehensive plan amendments; and
 - (4) Make recommendations upon all other items referred to it by the City Council.
 - ii) Public Hearing Procedures
 - (1) Rules of Procedure. The Planning & Zoning Commission may adopt rules of procedure consistent with the provisions of this Code.
- 2) NOTICE OF MEETINGS.
 - a) Publication of the notice of public hearing and notification of affected property owners shall be done in conformance with Article 2 of this Code. The meeting agenda shall be posted in the City Clerk's Office prior to the scheduled meeting.
 - b) The posting of a written notice for at least 24 hours at the place of regular meetings and giving of written or oral notice at least 24 hours in advance of the meeting to the legal organ in which notices of sheriff's sales are published in the county where regular meetings are held. Alternative notice may be provided to a newspaper having a general circulation. O.C.G.A. § 50-14-1(d).
 - c) The Agenda must provide for all matters expected to be considered O.C.G.A. § 50-14-1(e)(1).
 - d) Agenda shall be available upon request and posted at the meeting site, as far in advance of the meeting as reasonably possible, but not more than two weeks (14 days) prior. O.C.G.A. § 50-14-1(e)(1).
- 3) CONDUCT OF MEETINGS.
 - a) All meetings of the Planning & Zoning Commission shall be open to the public.
 - b) The Planning & Zoning Commission shall have a regularly scheduled meeting at least once a month, and more often if necessary, for the transaction of business.
- 4) MINUTES.
 - a) The Planning & Zoning Commission shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its deliberations and other official actions.

- b) The minutes shall be filed in the office of the Community Development Director.
- 5) CONFLICT OF INTEREST.
 - a) A member of the Commission shall inform the Commission before the commencement of the public hearing, of any interest in the proposed action being reviewed by the Commission. The Commission Member shall not participate in any discussion or voting on any item for which the Commission Member or Commission Member's spouse, mother, father, children, siblings or in-laws has an interest.
- 6) QUORUM.
 - a) The Planning & Zoning Commission shall have a quorum present before considering any business. A quorum shall constitute a majority of the qualified members of the Commission. The affirmative vote of the majority of the members present shall be required before the Commission shall approve a recommendation, action or development request.
- 7) INVALIDITY OF A VOTE.
 - a) If a Commission member votes on a recommendation in which the Commission member has a conflict of interest, the member's vote shall be voided.
- 8) MEMBERSHIP.
 - a) The Planning & Zoning Commission of the City of Villa Rica shall be comprised of five (5) members who reside in, own property within, or operate and manage businesses within the city limits of Villa Rica, Georgia. The members shall be appointed for two (2) year terms, as shown below and every two (2) years thereafter. If a member is appointed to fill a vacancy during a term, the replacement member shall serve the remaining balance of that term. Each member of the Planning & Zoning Commission shall be denominated as a member for one of the five voting wards within the City. The City Council member representing that particular ward shall nominate candidates to fill the vacancy for that ward when they become available. Once nominated, the full Mayor and Council may approve that nomination or select an alternate candidate to fill the Planning & Zoning Commission position. All members shall continue to serve until their successor has been approved by the City Council.
 - i) The current terms for the wards within the City are as follows:
 - (1) Ward 1 – 01/01/2020 – 12/31/2022
 - (2) Ward 2 – 12/01/2019 – 12/31/2021
 - (3) Ward 3 – 01/01/2021 – 12/31/2023
 - (4) Ward 4 – 01/01/2021 – 12/31/2023
 - (5) Ward 5 – 01/01/2021 – 12/31/2022
 - b) No member shall hold any elective public office within the City of Villa Rica. Unexpired terms shall be filled by the City Council. Members are removable for cause by the City Council upon written notice and after a public hearing.
 - c) Failure to attend three (3) out of four consecutive meetings or more shall be considered automatic resignation from the Planning & Zoning Commission. Upon resignation by other means, or other vacancies occurring in office, the Chairman or Secretary (Zoning Administrator) shall inform the City Council of such occurrence as promptly as possible, so that the Council may appoint a replacement to fill the unexpired term.
- 9) AUTHORITY.
 - a) The Planning & Zoning Commission ("Commission") is hereby authorized to perform those duties and functions specified in Georgia Planning Act (O.C.G.A. 45-12-200, et seq., and 50-8-1, et seq.) and other applicable sections of Georgia law and such other responsibilities as may be assigned to it from

time to time by the Villa Rica City Council. For the purposes of this Zoning Ordinance, the duties of the Planning & Zoning Commission include:

- i) Rules of Procedure. The Commission shall adopt written rules of procedure for the administration of the affairs of the Commission and its staff for filing, noticing and hearings. Refer to the Villa Rica Planning & Zoning Commission Rules of Procedures, as amended;
- ii) Record Keeping. Maintain a complete record of all proceedings;
- iii) Meeting Time and Records. Fix the time for holding regular meetings each month, or as necessary, keep minutes of all meetings, and maintain all minutes and records in the office of the Commission;
- iv) Certification. Adopt a seal and certify all official acts;
- v) Recommendations. Make recommendations to the participating legislative bodies concerning the adoption and amendment of the Comprehensive Plan, the Zoning Ordinance (including the Zoning Map), the Villa Rica Development Regulations, and Planned Unit Development district ordinances;
- ~~vi) Decisions. Approve or deny plats, re-plats, and amendments to plats consistent with the Georgia Planning Act (O.C.G.A. 45-12-200, et seq., and 50-8-1, et seq.);~~
- vii) Surety. Assume responsibility for the custody and preservation of all Commission documents and papers;
- viii) Publications. Prepare, publish, and distribute reports, ordinances, and other material relating to the activities authorized by the Georgia Code;
- ix) Modification. The Planning & Zoning Commission may initiate modifications to the standards of this Zoning Ordinance.
 - (1) Modifications recommended by the Planning & Zoning Commission shall be subject to the approval of the City Council as a text amendment to the Zoning Ordinance.
- x) Other Duties. All additional duties as established by Georgia Code.

Sec. 2.03 - COMMUNITY DEVELOPMENT DIRECTOR

- 1) **ENFORCEMENT**. The Director of the Community Development department (referred to as the “Director” for the purposes of this Ordinance), including his/her designee(s), will have the principal responsibility for the administration and enforcement of this Ordinance within the Planning & Zoning Commission’s planning jurisdiction. The authority to perform inspections, review applications, and issue permits may be delegated to other officials by the Director. In the performance of these functions, the Director and his/her appointed officials shall be responsible to the Planning & Zoning Commission and the Villa Rica City Council. The duties delegated by the Planning & Zoning Commission to the Director, or his/her designee shall include, but not be limited to the following.
- 2) **BASIC DUTIES**
 - a) Interpretation. Provide interpretation of the “City of Villa Rica Zoning Ordinance” when necessary and provide such technical and clerical assistance as the Planning & Zoning Commission and Villa Rica City Council may require.
 - b) Maintenance. Provide and maintain a public information service relative to all matters of the Planning & Zoning Commission and arising out of the “City of Villa Rica Zoning Ordinance.”
 - c) Land Disturbance Permits. Reviewing, approving, or disapproving all Land Disturbance Permits and keeping permanent records of applications made and actions taken;

- d) Inspections. Conducting inspections of structures and properties to determine compliance with the requirements of this Ordinance and all approvals granted by the Planning & Zoning Commission, Villa Rica City Council, or other body (i.e. HPC) in the execution of its duties as established by this Ordinance and the Georgia Code;
- e) Record Keeping. Maintaining permanent and current records documenting the application of this Ordinance including, but not limited to, all maps, amendments, Special Exceptions, variances, and appeals;
- f) Planning & Zoning Commission Applications. Receiving, processing, docketing, and referring to the Planning & Zoning Commission all appropriate applications and other matters upon which it is authorized to act under this Ordinance and Georgia Code;
- g) Villa Rica City Council Applications. Receiving, processing, docketing, and referring to the Villa Rica City Council all appeals, variances, and Special Exceptions;
- h) ~~Administrative and Plat Committee.~~ Technical Advisory Committee (TAC). Receiving, processing, docketing, and referring all appropriate applications;
- i) Clerical & Technical Assistance. Providing all such clerical and technical assistance as may be required by the Villa Rica City Council, Planning & Zoning Commission, Legislative Bodies, or other body in the execution of its duties as established by this Ordinance and Georgia Code.
- j) Provide Information. Provide information to the Planning & Zoning Commission and the Villa Rica City Council and maintain permanent and current records arising from the administration of the “City of Villa Rica Zoning Ordinance,” including but not limited to, all maps, amendments, Improvement Land Disturbance Permits, Certificates of Occupancy, Certificates of Completion, Variances, Special Exceptions and appeals, and applications thereof, and records of hearings thereon.
- k) Planning and Zoning Commission Recommendations. The Director, or his designee, shall report the actions and recommendations of the Planning and Zoning Commission to the City Council at the time those recommendations are made to the council.
- l) Research and Analysis. Conduct research and collect and analyze, on a continuing basis, all pertinent data on the growth and development of the city in order to provide a foundation for a planning program.
- m) Fee Schedule. The Director shall maintain a schedule of fees for all applications, permits, and other processes outlined in this Ordinance.
 - i) Fee Basis. All fees shall be intended to reimburse the City for the time and cost of processing the required materials. In no instance shall a fee be used as a means of discouraging or encouraging any particular types of applications.
 - ii) Public Access. The fee schedule shall be made available to the public by the Director.
 - iii) Establishment and Revisions. The fee schedule shall be prepared by the Director and adopted by the Villa Rica City Council as applicable.
 - iv) Payment Required. Until all applicable fees have been paid in full, no action shall be taken on any application or petition.
 - v) Fines for Failing to Obtain a Permit. The Director may require any person who initiates construction of a structure or the alteration of land prior to obtaining any required permit to pay up to three (3) times the amount of the normal permit fee listed on the fee schedule as a penalty.

In addition to any other enforcement action, the Director may recover a reasonable attorney fee incurred in the enforcement of any provision of this Ordinance.

- n) **Schedule of Meeting and Filing Dates.** The Director shall maintain an annual Calendar of Meeting and Filing Dates for the Planning & Zoning Commission, Villa Rica City Council, and other established advisory/review committees. The existence of this calendar shall not be interpreted as prohibiting special meetings of the Committees, Commission, or Council.
 - i) **Coordination of Calendars.** The calendars of the ~~Administrative and Plat Committee~~ **Technical Review Committee**, other established advisory/review committees, and Planning & Zoning Commission shall be coordinated to ensure the efficient processing of applications.
 - ii) **Conformance with Georgia Code.** All meeting and filing dates shall be based on the requirements of this Ordinance and the laws of the State of Georgia.
 - iii) **Approval of Dates.** The Calendar of Meeting and Filing Dates shall be prepared by the Director and approved by the Planning & Zoning Commission and Villa Rica City Council ~~(the Planning & Zoning Commission shall be responsible for approving a coordinated calendar for the Administrative and Plat Committee or other advisory/review committees)~~. The calendar of meeting and filing dates shall be reviewed and updated annually by the Director.
- 3) **APPEALING A DECISION OF THE DIRECTOR.** Recourse from the decision of the Director shall be to the Villa Rica City Council on matters pertaining to zoning and shall be made in accordance with *Section 11.11 – Administrative Appeals Procedure* and the Villa Rica City Council Rules of Procedure. Recourse from the decision of the Villa Rica City Council shall be to the courts as provided by law.
 - a) ~~Exception. Recourse from the decision of the Director regarding administrative review of Development Plans shall be appealed to the Planning & Zoning Commission.~~

Sec. 2.04 - VILLA RICA CITY COUNCIL

- 1) **VILLA RICA CITY COUNCIL ESTABLISHMENT AND PROCEDURES**
 - a) Refer to O.C.G.A. 45-12-200, et seq. and the City of Villa Rica City Council Rules of Procedure, as amended, for regulations and rules. The intent of this Section is not to establish the validity of the City Council, but to empower the City Council as the body of adjudication on appeals of the Zoning Ordinance, zoning processes, and/or decisions of the Community Development Director on matters of zoning appeal.
- 2) **DUTIES OF THE VILLA RICA CITY COUNCIL**
 - a) For the purpose of this Ordinance the Council has the following specific responsibilities:
 - i) **Development Standards Variances.**
 - (1) The Villa Rica City Council shall approve or deny variances from ~~the development standards (such as height, bulk, or area)~~ **all individual standards found within** of the Zoning Ordinance in accordance with the Georgia Planning Act (O.C.G.A. 36-66-1, et seq.; 36-67-1, et seq.; and, 36-67A-1, et seq.). **Variances shall not be granted from standardized procedural or administrative policies found within the Zoning Ordinance.** A variance may be approved only upon a determination in writing that:
 - (a) the approval will not be injurious to the public health, safety, morals, and general welfare of the community;
 - (b) the use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; and

- (c) the strict application of the terms of the Zoning Ordinance will result in practical difficulties in the use of the property.
- (2) Variance procedures can be found in *Chapter XI: Petitions, Permits, and Procedures* and the Villa Rica City Council Rules of Procedure.
- ii) Appeals. The Villa Rica City Council shall hear and determine all appeals from any decision or action in the administration or enforcement of the Zoning Ordinance. The Villa Rica City Council shall hear and determine all appeals from the refusal to issue permits. The Council may decide appeals by reversing or affirming, wholly or in part, or by modifying such decision, action or refusal.
- iii) Special Exceptions. To grant, approve or deny all Special Exception permits as specified in each zoning district and under the procedures per *Section 11.09 – Special Exception Procedure* and the Villa Rica City Council Rules of Procedure.
- iv) Rezoning. To grant, approve or deny all petitions for rezoning as specified in each zoning district and under the procedures per Chapter XI: Petitions, Permits, and Procedures and the Villa Rica City Council Rules of Procedure.
- v) Annexation. Georgia's Zoning Procedures Act (ZPA), O.C.G.A. 36-66, defines a "zoning decision" as, among other things, "The adoption of an amendment to a zoning ordinance by a municipal local government which zones property to be annexed into the municipality." Thus, adopting any zoning on an annexed property is subject to the ZPA.
- vi) Comprehensive Plan Amendments. Amendments to the Comprehensive Plan can be initiated by the City Council as an annual update or for specific purposes, including the annexation of property into the city and modifications to the Future Development Map, under the procedures per Chapter XI: Petitions, Permits, and Procedures.
- vii) Zoning Text Amendments. City staff, the Planning Commission, and the City Council can initiate a text amendment in whole or in part of the Villa Rica Zoning Ordinance. Procedures are subject to the requirements outlined in Chapter XI: Petitions, Permits, and subject the requirements of Georgia's Zoning Procedures Act. O.C.G.A. 36-66, and are subject to the final approval of the City Council.
- viii) Final Plat. The City Council shall have the authority approve, approve with conditions, or deny a Final Plat that includes the dedication of public streets and infrastructure, and on matters associated with Written Commitments or the satisfaction of Conditions of Zoning adopted by the City Council.
- ~~ix) Rezoning. To grant, approve or deny all petitions for rezoning as specified in each zoning district and under the procedures per *Chapter XI: Petitions, Permits, and Procedures* and the Villa Rica City Council Rules of Procedure.~~
- ~~x) Annexation. The Zoning Procedures Law defines a "zoning decision" as, among other things, "The adoption of an amendment to a zoning ordinance by a municipal local government which zones property to be annexed into the municipality." Thus, adopting any zoning on an annexed property is subject to the ZPL.~~
- ~~xi) Comprehensive Plan Amendments. Amendments to the Comprehensive Plan can be initiated by the City Council as an annual update or for specific purposes, including the annexation of~~

- ~~property into the city and modifications to the Future Development Map, under the procedures per Chapter XI: Petitions, Permits, and Procedures.~~
- ~~xii) Text Amendments.~~ City staff, the Planning Commission, and the City Council can initiate a text amendment in whole or in part of the Villa Rica Zoning Ordinance. Procedures are subject to the requirements outlined in ~~Chapter XI: Petitions, Permits,~~ and subject the requirements of *Georgia Zoning Procedures Act (O.C.G.A 36-66)*, and are subject to the final approval of the City Council.
- ~~xiii) Final Plat.~~ The City Council shall have the authority approve, approve with conditions, or deny a Final Plat that includes the dedication of public streets and infrastructure.
- 3) SUPPLEMENTARY CONDITIONS OF APPROVAL
- a) In granting any appeal or variance, the Villa Rica City Council may prescribe appropriate conditions of approval in conformity with this Ordinance. Violation of the conditions, when made a part of the terms under which the appeal or variance is granted, shall be deemed a violation of this Ordinance and punishable under *Chapter XII: Violations and Enforcement*.

CHAPTER I – IN GENERAL**Sec. 1.01 - TITLE**

- 1) This Ordinance shall be known and may be cited and referred to as the “Zoning Ordinance of the City of Villa Rica, Georgia,” and shall be referred to as “this Ordinance.”

Sec. 1.02 - PURPOSE

- 1) This Ordinance is hereby enacted by the City of Villa Rica, Georgia, for the purpose of:
 - a) Promoting the public health, safety, comfort, and general welfare;
 - b) To conserve and protect property and property values;
 - c) To secure the most adequate and economical provisions for public improvement, paying due regard to with the Comprehensive Plan and any changes made thereto as reflected in the Zoning Map and documents and records of The City of Villa Rica for the desirable future development of the City; and
 - d) To provide a method of administration and to prescribe penalties for the violations of the provisions hereafter described: all as authorized by the provisions of the Chapters and the Sections applicable under the Georgia Code.

Sec. 1.03 - TERRITORY UNDER THE ZONING ORDINANCE

- 1) This Ordinance shall be effective in the incorporated areas of the City of Villa Rica, Georgia. Upon annexation of territory into the City of Villa Rica, the County zoning regulations then in effect on that territory shall become null and void.

Sec. 1.04 - APPLICABILITY AND COMPLIANCE

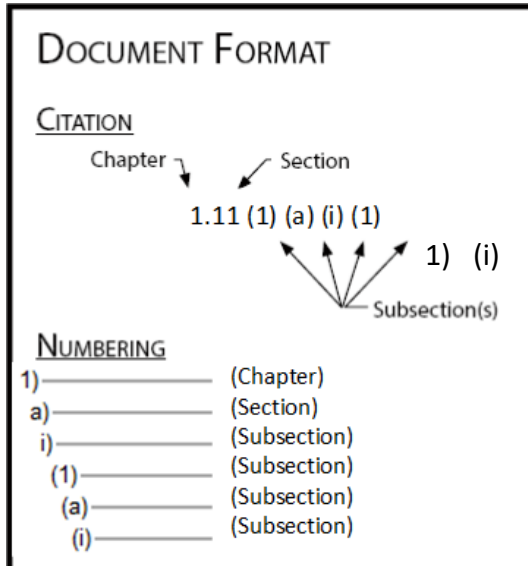
- 1) All buildings erected hereafter, all uses of land or buildings established hereafter, all structural alterations, changes in site or site flow, and relocation of existing buildings occurring hereafter, and all enlargements of or additions to existing legally conforming uses exceeding thirty-five percent (35%) of the existing site or structure occurring hereafter as determined by the Community Development Director (“Director”) shall be subject to all the regulations of this Zoning Ordinance as they apply to the zoning districts in which such buildings or uses of land shall be located.
- 2) This Ordinance shall not be construed as abating any action now pending under, or by virtue of, the prior existing zoning ordinance; or as discontinuing, abating, modifying, or altering any penalty accruing or about to accrue; or as affecting the liability of any person, firm, or corporation; or as waiving any right of the City of Villa Rica under any section or provision existing at the time of the effective date of this Ordinance; or as vacating or annulling any rights obtained by any person, firm, or corporation, by lawful action of the City, except as shall be expressly provided for in this Ordinance.
- 3) See also *Chapter III: Nonconformities*.

Sec. 1.05 - TRANSITION RULES

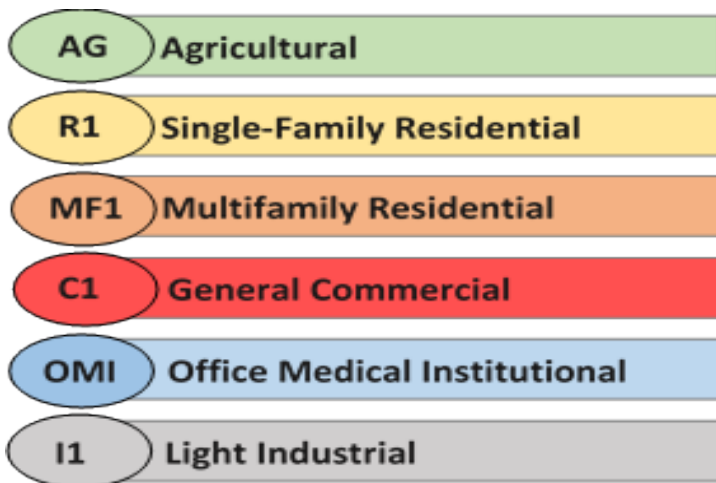
- 1) Any application that has been filed with the Planning & Zoning Commission or its designees and is full and complete, prior to the effective date of this Zoning Ordinance, shall be regulated by the terms and conditions of the Zoning Ordinance that was in place at the time of filing. However, all administrative procedures shall follow those set forth by this Zoning Ordinance.

Sec. 1.06 - HOW TO USE THIS DOCUMENT

- 1) **STRUCTURE.** The structure of the text of this Ordinance is as follows: Chapter (indicated by 1, etc.), Section (indicated by 1.1, etc.), and subsequent Subsections (indicated by a, i, etc.). Below is an example of this format:



- 2) **APPLICABLE DISTRICTS.** Zoning district designation identifiers are located in various places throughout the document. If one of these identifiers appears within a section, then that section will apply to the corresponding zoning district. Samples of district identifiers follow:

**Sec. 1.07 – INTERPRETATIONS**

- 1) In their interpretation and application, the provisions of this Ordinance shall be held to be minimum or maximum requirements, adopted for the promotion of the public health, safety, and the general welfare.

Sec. 1.08 - INTERPRETATION OF TERMS OR WORDS

- 1) For the purpose of this Ordinance, certain terms or words are defined, and the words or terms used shall be interpreted as follows:
 - a) The word “person” includes a firm, association, organization, partnership, trust, company, corporation or other legal entity, as well as an individual;
 - b) The present tense includes the future tense, the singular number includes the plural, and the plural number includes the singular;
 - c) The word “shall” is a mandatory requirement, the word “may” is a permissive requirement, and the word “should” is a preferred requirement.
 - d) The words “used” or “occupied” include the words “intended, designed, constructed, converted, altered or arranged to be used or occupied”; and
 - e) The word “lot” includes the words “plot, tract, or parcel.”

Sec. 1.09 - ZONING MAP

- 1) **OFFICIAL ZONING MAP.** The city is divided into zones or districts as shown on the Official Zoning Map as amended, which, together with all explanatory matter, is adopted by reference and declared to be a part of this Ordinance. See also *Section 11.05 – Zoning Map and Text Amendments*.
- 2) **LOCATION AND MAINTENANCE OF THE OFFICIAL ZONING MAP.**
 - a) Regardless of the existence of copies of the official Zoning Map which, from time to time may be published, the Official Zoning Map shall be located in the office of the Community Development department. It shall be the final authority as to the current zoning status of land and water areas in the city. Current copies may be obtained from the Community Development department.
 - b) The official Zoning Map may be maintained in electronic form, and depicted in various formats and scales as appropriate to the need, under the direction of the Community Development Director.
 - c) No changes of any nature shall be made on the Official Zoning Map or shown except in conformity with the procedures set forth in this Ordinance. Any unauthorized change of any kind by a person or persons shall be considered a violation of this Ordinance and punishable as provided under *Chapter XII – Violations and Enforcement*.
- 3) **REPLACEMENT OF THE OFFICIAL ZONING MAP.** In the event that the official Zoning Map becomes damaged, destroyed, lost or difficult to interpret because of the nature or number of changes and additions or loss of electronic information, the Villa Rica City Council may, by Resolution, adopt a new Official Zoning Map which shall supersede the prior Official Zoning Map. The new Official Zoning Map may correct drafting or other errors or omissions in the prior Official Zoning Map, but no correction shall have the effect of amending the original Official Zoning Map or any subsequent amendment.
- 4) **RULES FOR INTERPRETATION OF DISTRICT BOUNDARIES.** Where uncertainty exists with respect to the boundaries of districts as shown on the Official Zoning Map, the following rules shall apply:
 - a) Boundaries indicated as approximately following the center lines of thoroughfares or highways, street lines or highway right-of-way lines, or alleys shall be construed to follow the centerlines;
 - b) Boundaries indicated as approximately following platted lot lines shall be construed as following the lot line;
 - c) Boundaries indicated as approximately following city limits shall be construed as following the City Limits;

- d) Boundaries indicated as following railroad lines shall be construed to be midway between the main tracks;
- e) Boundaries indicated as approximately following the centerlines of streams, rivers, canals, lakes or other bodies of water shall be construed to follow the centerlines;
- f) Boundaries indicated as approximately following floodplain lines shall be construed to follow the floodplain lines;
- g) Boundaries indicated as parallel to or extensions of features indicated in the subsections above shall be so controlled. Distances not specifically indicated on the Official Zoning Map shall be determined by the scale of the map by the Community Development Director;
- h) Where physical features existing on the ground are at variance with those shown as the Official Zoning Map, or in other circumstances not covered by the subsections above, the Community Development Director shall interpret the boundaries. The Villa Rica City Council shall hear appeals to the decision of the Community Development Director; and
- i) When a zoning district boundary line divides a lot or parcel, the Director shall determine the applicable zoning district. The Director may require a rezone or replat of the site if any portion of a construction or development proposal overlaps two (2) or more zoning districts. The petitioner shall be responsible for filing the appropriate forms and for paying the appropriate filing fees to rezone or replat the lot or parcel. If a portion of a lot or parcel is in an overlay district, the entire lot or parcel shall be deemed as being within the overlay district.

Sec. 1.10 - CONFLICT OF LAW

- 1) Whenever the regulations of this Ordinance require a greater width or size of setbacks or other open space, a lower height limit, greater percentage of lot to be left unoccupied, a lower density of development, a more restrictive use of land, or impose other higher standards than are required in any other lawfully adopted rules, regulations, ordinances, private deed restrictions or private covenants, these regulations shall govern.

Sec. 1.11 - SEVERABILITY CLAUSE

- 1) Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, that decision shall not affect the validity of the Zoning Ordinance as a whole, or any part other than the part declared to be unconstitutional or invalid.

Sec. 1.12 - REPEAL OF CONFLICTING ORDINANCE

- 1) All ordinances or parts of ordinances in conflict with this Zoning Ordinance or inconsistent with the provisions of this Ordinance are repealed to the extent necessary to give this Ordinance full force and effect.

Sec. 1.13 - EFFECTIVE DATE

- 1) This Ordinance shall become effective from and after the date of its approval and adoption.

CHAPTER II - ADMINISTRATION**Sec. 2.01 – ENFORCEMENT**

- 1) The Director of the Community Development department, or his/her designee, shall effect proper administration and enforcement of this Zoning Ordinance. *See also Chapter XII: Violations and Enforcement.*

Sec. 2.02 – PLANNING & ZONING COMMISSION

- 1) ESTABLISHMENT OF THE PLANNING & ZONING COMMISSION.
 - a) The Planning & Zoning Commission of Villa Rica shall be reconstituted and re-established in conformance with the Municipal Code. The Community Development Director, or his/her designee, shall serve as staff to the Commission.
 - i) Responsibilities. The Planning & Zoning Commission shall act in an advisory capacity to the City Council. In addition to any duties, responsibilities, or powers enumerated by the Council by resolution, ordinance, or the Municipal Code, the responsibilities of the Planning & Zoning Commission shall include:
 - (1) Conduct public hearings and makes recommendations on plan amendments, planned unit development, subdivisions, site plans as applicable, and zoning amendments;
 - (2) Recommend changes and amendments to the Zoning Map and the Code text;
 - (3) Conduct hearings and make recommendations on comprehensive plan amendments; and
 - (4) Make recommendations upon all other items referred to it by the City Council.
 - ii) Public Hearing Procedures
 - (1) Rules of Procedure. The Planning & Zoning Commission may adopt rules of procedure consistent with the provisions of this Code.
- 2) NOTICE OF MEETINGS.
 - a) Publication of the notice of public hearing and notification of affected property owners shall be done in conformance with Article 2 of this Code. The meeting agenda shall be posted in the City Clerk's Office prior to the scheduled meeting.
 - b) The posting of a written notice for at least 24 hours at the place of regular meetings and giving of written or oral notice at least 24 hours in advance of the meeting to the legal organ in which notices of sheriff's sales are published in the county where regular meetings are held. Alternative notice may be provided to a newspaper having a general circulation. O.C.G.A. § 50-14-1(d).
 - c) The Agenda must provide for all matters expected to be considered O.C.G.A. § 50-14-1(e)(1).
 - d) Agenda shall be available upon request and posted at the meeting site, as far in advance of the meeting as reasonably possible, but not more than two weeks (14 days) prior. O.C.G.A. § 50-14-1(e)(1).
- 3) CONDUCT OF MEETINGS.
 - a) All meetings of the Planning & Zoning Commission shall be open to the public.
 - b) The Planning & Zoning Commission shall have a regularly scheduled meeting at least once a month, and more often if necessary, for the transaction of business.
- 4) MINUTES.

- a) The Planning & Zoning Commission shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its deliberations and other official actions.
- b) The minutes shall be filed in the office of the Community Development Director.
- 5) **CONFLICT OF INTEREST.**
 - a) A member of the Commission shall inform the Commission before the commencement of the public hearing, of any interest in the proposed action being reviewed by the Commission. The Commission Member shall not participate in any discussion or voting on any item for which the Commission Member or Commission Member's spouse, mother, father, children, siblings or in-laws has an interest.
- 6) **QUORUM.**
 - a) The Planning & Zoning Commission shall have a quorum present before considering any business. A quorum shall constitute a majority of the qualified members of the Commission. The affirmative vote of the majority of the members present shall be required before the Commission shall approve a recommendation, action or development request.
- 7) **INVALIDITY OF A VOTE.**
 - a) If a Commission member votes on a recommendation in which the Commission member has a conflict of interest, the member's vote shall be voided.
- 8) **MEMBERSHIP.**
 - a) The Planning & Zoning Commission of the City of Villa Rica shall be comprised of five (5) members who reside in, own property within, or operate and manage businesses within the city limits of Villa Rica, Georgia. The members shall be appointed for two (2) year terms, as shown below and every two (2) years thereafter. If a member is appointed to fill a vacancy during a term, the replacement member shall serve the remaining balance of that term. Each member of the Planning & Zoning Commission shall be denominated as a member for one of the five voting wards within the City. The City Council member representing that particular ward shall nominate candidates to fill the vacancy for that ward when they become available. Once nominated, the full Mayor and Council may approve that nomination or select an alternate candidate to fill the Planning & Zoning Commission position. All members shall continue to serve until their successor has been approved by the City Council.
 - i) The current terms for the wards within the City are as follows:
 - (1) Ward 1 – 01/01/2020 – 12/31/2022
 - (2) Ward 2 – 12/01/2019 – 12/31/2021
 - (3) Ward 3 – 01/01/2021 – 12/31/2023
 - (4) Ward 4 – 01/01/2021 – 12/31/2023
 - (5) Ward 5 – 01/01/2021 – 12/31/2022
 - b) No member shall hold any elective public office within the City of Villa Rica. Unexpired terms shall be filled by the City Council. Members are removable for cause by the City Council upon written notice and after a public hearing.
 - c) Failure to attend three (3) out of four consecutive meetings or more shall be considered automatic resignation from the Planning & Zoning Commission. Upon resignation by other means, or other vacancies occurring in office, the Chairman or Secretary (Zoning Administrator)

shall inform the City Council of such occurrence as promptly as possible, so that the Council may appoint a replacement to fill the unexpired term.

9) **AUTHORITY.**

a) The Planning & Zoning Commission (“Commission”) is hereby authorized to perform those duties and functions specified in Georgia Planning Act (O.C.G.A. 45-12-200, et seq., and 50-8-1, et seq.) and other applicable sections of Georgia law and such other responsibilities as may be assigned to it from time to time by the Villa Rica City Council. For the purposes of this Zoning Ordinance, the duties of the Planning & Zoning Commission include:

- i) Rules of Procedure. The Commission shall adopt written rules of procedure for the administration of the affairs of the Commission and its staff for filing, noticing and hearings. Refer to the Villa Rica Planning & Zoning Commission Rules of Procedures, as amended;
- ii) Record Keeping. Maintain a complete record of all proceedings;
- iii) Meeting Time and Records. Fix the time for holding regular meetings each month, or as necessary, keep minutes of all meetings, and maintain all minutes and records in the office of the Commission;
- iv) Certification. Adopt a seal and certify all official acts;
- v) Recommendations. Make recommendations to the participating legislative bodies concerning the adoption and amendment of the Comprehensive Plan, the Zoning Ordinance (including the Zoning Map), the Villa Rica Development Regulations, and Planned Unit Development district ordinances;
- vi) Decisions. **REPEALED (March 14, 2023)**
- vii) Surety. Assume responsibility for the custody and preservation of all Commission documents and papers;
- viii) Publications. Prepare, publish, and distribute reports, ordinances, and other material relating to the activities authorized by the Georgia Code;
- ix) Modification. The Planning & Zoning Commission may initiate modifications to the standards of this Zoning Ordinance.
 - (1) Modifications recommended by the Planning & Zoning Commission shall be subject to the approval of the City Council as a text amendment to the Zoning Ordinance.
- x) Other Duties. All additional duties as established by Georgia Code.

Sec. 2.03 - COMMUNITY DEVELOPMENT DIRECTOR

- 1) **ENFORCEMENT.** The Director of the Community Development department (referred to as the “Director” for the purposes of this Ordinance), including his/her designee(s), will have the principal responsibility for the administration and enforcement of this Ordinance within the Planning & Zoning Commission’s planning jurisdiction. The authority to perform inspections, review applications, and issue permits may be delegated to other officials by the Director. In the performance of these functions, the Director and his/her appointed officials shall be responsible to the Planning & Zoning Commission and the Villa Rica City Council. The duties delegated by the Planning & Zoning Commission to the Director, or his/her designee shall include, but not be limited to the following.

2) BASIC DUTIES

- a) Interpretation. Provide interpretation of the “City of Villa Rica Zoning Ordinance” when necessary and provide such technical and clerical assistance as the Planning & Zoning Commission and Villa Rica City Council may require.
- b) Maintenance. Provide and maintain a public information service relative to all matters of the Planning & Zoning Commission and arising out of the “City of Villa Rica Zoning Ordinance.”
- c) Land Disturbance Permits. Reviewing, approving, or disapproving all Land Disturbance Permits and keeping permanent records of applications made and actions taken;
- d) Inspections. Conducting inspections of structures and properties to determine compliance with the requirements of this Ordinance and all approvals granted by the Planning & Zoning Commission, Villa Rica City Council, or other body (i.e. HPC) in the execution of its duties as established by this Ordinance and the Georgia Code;
- e) Record Keeping. Maintaining permanent and current records documenting the application of this Ordinance including, but not limited to, all maps, amendments, Special Exceptions, variances, and appeals;
- f) Planning & Zoning Commission Applications. Receiving, processing, docketing, and referring to the Planning & Zoning Commission all appropriate applications and other matters upon which it is authorized to act under this Ordinance and Georgia Code;
- g) Villa Rica City Council Applications. Receiving, processing, docketing, and referring to the Villa Rica City Council all appeals, variances, and Special Exceptions;
- h) Technical Advisory Committee (TAC). Receiving, processing, docketing, and referring all appropriate applications;
- i) Clerical & Technical Assistance. Providing all such clerical and technical assistance as may be required by the Villa Rica City Council, Planning & Zoning Commission, Legislative Bodies, or other body in the execution of its duties as established by this Ordinance and Georgia Code.
- j) Provide Information. Provide information to the Planning & Zoning Commission and the Villa Rica City Council and maintain permanent and current records arising from the administration of the “City of Villa Rica Zoning Ordinance,” including but not limited to, all maps, amendments, Improvement Land Disturbance Permits, Certificates of Occupancy, Certificates of Completion, Variances, Special Exceptions and appeals, and applications thereof, and records of hearings thereon.
- k) Planning and Zoning Commission Recommendations. The Director, or his designee, shall report the actions and recommendations of the Planning and Zoning Commission to the City Council at the time those recommendations are made to the council.
- l) Research and Analysis. Conduct research and collect and analyze, on a continuing basis, all pertinent data on the growth and development of the city in order to provide a foundation for a planning program.
- m) Fee Schedule. The Director shall maintain a schedule of fees for all applications, permits, and other processes outlined in this Ordinance.

- i) Fee Basis. All fees shall be intended to reimburse the City for the time and cost of processing the required materials. In no instance shall a fee be used as a means of discouraging or encouraging any particular types of applications.
 - ii) Public Access. The fee schedule shall be made available to the public by the Director.
 - iii) Establishment and Revisions. The fee schedule shall be prepared by the Director and adopted by the Villa Rica City Council as applicable.
 - iv) Payment Required. Until all applicable fees have been paid in full, no action shall be taken on any application or petition.
 - v) Fines for Failing to Obtain a Permit. The Director may require any person who initiates construction of a structure or the alteration of land prior to obtaining any required permit to pay up to three (3) times the amount of the normal permit fee listed on the fee schedule as a penalty. In addition to any other enforcement action, the Director may recover a reasonable attorney fee incurred in the enforcement of any provision of this Ordinance.
 - n) Schedule of Meeting and Filing Dates. The Director shall maintain an annual Calendar of Meeting and Filing Dates for the Planning & Zoning Commission, Villa Rica City Council, and other established advisory/review committees. The existence of this calendar shall not be interpreted as prohibiting special meetings of the Committees, Commission, or Council.
 - i) Coordination of Calendars. The calendars of the Technical Review Committee, other established advisory/review committees, and Planning & Zoning Commission shall be coordinated to ensure the efficient processing of applications.
 - ii) Conformance with Georgia Code. All meeting and filing dates shall be based on the requirements of this Ordinance and the laws of the State of Georgia.
 - iii) Approval of Dates. The Calendar of Meeting and Filing Dates shall be prepared by the Director and approved by the Planning & Zoning Commission and Villa Rica City Council. The calendar of meeting and filing dates shall be reviewed and updated annually by the Director.
- 3) APPEALING A DECISION OF THE DIRECTOR. Recourse from the decision of the Director shall be to the Villa Rica City Council on matters pertaining to zoning and shall be made in accordance with *Section 11.11 – Administrative Appeals Procedure* and the Villa Rica City Council Rules of Procedure. Recourse from the decision of the Villa Rica City Council shall be to the courts as provided by law.

Sec. 2.04 - VILLA RICA CITY COUNCIL

- 1) VILLA RICA CITY COUNCIL ESTABLISHMENT AND PROCEDURES
 - a) Refer to O.C.G.A. 45-12-200, et seq. and the City of Villa Rica City Council Rules of Procedure, as amended, for regulations and rules. The intent of this Section is not to establish the validity of the City Council, but to empower the City Council as the body of adjudication on appeals of the Zoning Ordinance, zoning processes, and/or decisions of the Community Development Director on matters of zoning appeal.
- 2) DUTIES OF THE VILLA RICA CITY COUNCIL
 - a) For the purpose of this Ordinance the Council has the following specific responsibilities:

- i) Development Standards Variances.
 - (1) The Villa Rica City Council shall approve or deny variances from all individual standards found within the Zoning Ordinance in accordance with the Georgia Planning Act (O.C.G.A. 36-66-1, et seq.; 36-67-1, et seq.; and, 36-67A-1, et seq.). Variances shall not be granted from standardized procedural or administrative policies found within the Zoning Ordinance. A variance may be approved only upon a determination in writing that:
 - (a) the approval will not be injurious to the public health, safety, morals, and general welfare of the community;
 - (b) the use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; and
 - (c) the strict application of the terms of the Zoning Ordinance will result in practical difficulties in the use of the property.
 - (2) Variance procedures can be found in *Chapter XI: Petitions, Permits, and Procedures* and the Villa Rica City Council Rules of Procedure.
- ii) Appeals. The Villa Rica City Council shall hear and determine all appeals from any decision or action in the administration or enforcement of the Zoning Ordinance. The Villa Rica City Council shall hear and determine all appeals from the refusal to issue permits. The Council may decide appeals by reversing or affirming, wholly or in part, or by modifying such decision, action or refusal.
- iii) Special Exceptions. To grant, approve or deny all Special Exception permits as specified in each zoning district and under the procedures per *Section 11.09 – Special Exception Procedure* and the Villa Rica City Council Rules of Procedure.
- iv) Rezoning. To grant, approve or deny all petitions for rezoning as specified in each zoning district and under the procedures per Chapter XI: Petitions, Permits, and Procedures and the Villa Rica City Council Rules of Procedure.
- v) Annexation. Georgia's Zoning Procedures Act (ZPA), O.C.G.A. 36-66, defines a "zoning decision" as, among other things, "The adoption of an amendment to a zoning ordinance by a municipal local government which zones property to be annexed into the municipality." Thus, adopting any zoning on an annexed property is subject to the ZPA.
- vi) Comprehensive Plan Amendments. Amendments to the Comprehensive Plan can be initiated by the City Council as an annual update or for specific purposes, including the annexation of property into the city and modifications to the Future Development Map, under the procedures per Chapter XI: Petitions, Permits, and Procedures.
- vii) Zoning Text Amendments. City staff, the Planning Commission, and the City Council can initiate a text amendment in whole or in part of the Villa Rica Zoning Ordinance. Procedures are subject to the requirements outlined in Chapter XI: Petitions, Permits, and subject the requirements of Georgia's Zoning Procedures Act. O.C.G.A. 36-66, and are subject to the final approval of the City Council.

viii) Final Plat. The City Council shall have the authority approve, approve with conditions, or deny a Final Plat that includes the dedication of public streets and infrastructure, and on matters associated with Written Commitments or the satisfaction of Conditions of Zoning adopted by the City Council.

3) SUPPLEMENTARY CONDITIONS OF APPROVAL

- a) In granting any appeal or variance, the Villa Rica City Council may prescribe appropriate conditions of approval in conformity with this Ordinance. Violation of the conditions, when made a part of the terms under which the appeal or variance is granted, shall be deemed a violation of this Ordinance and punishable under *Chapter XII: Violations and Enforcement*.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Agreement Approving Three Rivers Regional Commission to conduct Comprehensive Planning activities on behalf of the City of Villa Rica

CITY COUNCIL AGENDA DATE: March 14th, 2023

DATE: February 27th, 2023

PREPARED BY: Ronald Johnson; Planning and Zoning Administrator

FISCAL IMPACT: \$0.00

ANNUAL –

CAPITAL –

OTHER –

PUBLIC HEARING: NOT REQUIRED

PURPOSE: To select and approve Three Rivers Regional Commission as a partner in creating a new Comprehensive Plan and Future Land Use Map for the city.

BACKGROUND: The city is required to adopt a revised Comprehensive Plan and Future Land Use Map every five (5) years. The current Comprehensive Plan was completed in 2018 and expires on October 31, 2023. The staff proposes to leverage our regional commission's existing comprehensive planning strengths and state-mandated services in order to accomplish a new Comprehensive Plan. During the process, several community meetings will be held to gain additional community insights and public participation. The regional commission is state-mandated to offer various planning services to municipalities within their jurisdiction without cost to the municipality involved. No cost to the municipality is associated with this arrangement.

STAFF RECOMMENDATION: APPROVAL

IMPACT: Comprehensive Planning Services offered to the municipality without cost, providing major cost savings compared to soliciting a private planning firm.

MOTION: I move to approve the attached agreement partnering with Three Rivers Regional Commission in order to advance the creation of a revised Comprehensive Plan and Future Land Use Map to be adopted by October 31, 2023.

COMPREHENSIVE PLAN CONTRACT

MEMORANDUM OF AGREEMENT BETWEEN CITY OF VILLA RICA AND THREE RIVERS REGIONAL COMMISSION

THIS AGREEMENT entered into this _____ day of _____, 2023 between Villa Rica, hereinafter referred to as the Local Government, and the THREE RIVERS REGIONAL COMMISSION, hereinafter referred to as TRRC, shall be for the purpose of performing an update to the Comprehensive Plan 2023-2043 for Villa Rica, Georgia.

WHEREAS, both parties hereby agree as follows:

1. **Description of Services** – The Local Government and TRRC are engaged hereto for the purpose of developing a Comprehensive Plan Update in accordance with the Minimum Planning Standards as provided by the Georgia Department of Community Affairs (DCA).

TRRC requires that the Local Government duly execute this Agreement to formally acknowledge their equal participation and acceptance of the terms herein.

2. **Term of Agreement** – The term of this Agreement shall be seven (7) months, extending from March ____ 2023 to October 31, 2023.
3. **Compensation** – The Comprehensive Plan Update will be a Minimal Plan and developed according to the “Minimum Standards and Procedures for Local Comprehensive Planning” as prescribed by the Georgia Department of Community Affairs; therefore, TRRC will not bill the Local Government for any costs in the development of this Plan. However, if the Local Government desires to incorporate additional components, as listed in the Planning Standards or any other, that go beyond the basic planning requirements, costs for those additions will be incurred. The Local Government will incur costs for any advertising required to involve the public in this update process.
4. **Responsibilities of the Local Government** - The Local Government’s responsibilities to the TRRC shall specifically include, but may not be limited to, those as set forth herein:
 - a. Assist in the development of a Report of Accomplishments based upon the existing Community Work Program.
 - b. Secure locations for public meetings that are equipped with conducive amenities including heat/air, restrooms, tables, chairs, and electricity. If the COVID-19 pandemic restrictions are still in place, virtual meetings may be held in lieu of in-person meetings.
 - c. Publish and post the notice of the public hearings in accordance with the Local Government’s existing procedures.
 - d. Provide a contact at the Local Government to coordinate with TRRC staff throughout the process.
 - e. Develop a stakeholder/steering committee contact list for all individuals to be involved in the update process.
 - f. Provide public awareness/posting of flyers and sending invitations to the stakeholders for scheduled meetings. TRRC will provide the language for official public hearing notices, if requested.

- g. Coordinate and provide timely notice to TRRC of Local Government meetings.
 - h. Conduct a comprehensive review of all documents, as requested, for accuracy and correctness.
5. **Responsibilities of TRRC** – TRRC’s responsibilities to the Local Government shall specifically include, but may not be limited to, those as set forth herein:
- a. Assign a Project Manager for the project. The following individuals have been assigned as the project team for this project:

PROJECT MANAGER:

Paul Jarrell – Senior Planner - TRRC (Franklin Office)
Email: pjarrell@threeriversrc.com Tel: 770-254-4506

PROJECT ASSISTANTS:

Stephanie Wagner – Planner - TRRC (Griffin Office)
Email: swagner@threeriversrc.com Tel: 770-254-4506

Shari Selch – GIS and Mapping - TRRC (Griffin Office)
Email: sselch@threeriversrc.com Tel: 678-692-0510

- b. Work with stakeholders to update the existing Community Vision Statements from the most recent Comprehensive Plan.
 - c. Work with stakeholders to update the existing Goals and Policies from the most recent Comprehensive Plan.
 - d. Work with the stakeholders to perform an analysis of the Needs and Opportunities facing the communities utilizing local data and resources.
 - e. Develop a Land Use Element utilizing character areas or standard categories and update related map.
 - f. Work with the Government’s staff to develop a new five-year Community Work Program.
 - g. Conduct the two (2) required public hearings; one at the beginning of the planning process and a final meeting at the completion of the Plan update.
 - h. Host up to five (5) Steering Committee meetings at a location provided by the Local Government. If Covid-19 restrictions are still in place, virtual meetings will be conducted and invitations to such meetings will be shared with the committee.
 - i. Assist with up to two (2) Public Visioning Meetings to gather citizen input. If Covid-19 prevents such gatherings, other methods will be explored.
 - j. Work with the Government’s staff and steering committee to develop a community survey, if desired.
 - k. Provide the language for official public hearing notices, as requested.
 - l. Submit the draft plan, cover letter, and final adopted plan to DCA for its review and approval.
 - m. Post the appropriate documents on the TRRC Planning website.
6. **Timeline**
- See attached.
7. **Termination** - Either party may terminate this Agreement by providing the other with a

written, thirty (30) day notice.

8. **Transfer of Interest** - Interest in this Agreement may not be transferred to any other party without prior, written consent from both parties.
9. **Liability** - TRRC shall not be held liable or responsible to the Local Government if TRRC is delayed in or prevented from performing the services specified herein due to any cause(s) beyond the control of the TRRC and not due to the TRRC's own fault or negligence including, but not limited to, acts of God, inclement weather conditions, floods, fires, acts of the Government, epidemics or failure of the Local Government to fulfill any of its responsibilities.
10. **Breach of Contract** - A Breach of Contract will exist when either party fails to perform said duties and/or responsibilities as outlined in this Agreement. The non-performing party shall be given a thirty (30) day notice to make corrective action. If this fails after thirty (30) days, a breach of contract will have occurred. A breach shall be just cause for termination of this Agreement, which must be acknowledged in writing and executed by both the Local Government and TRRC.
11. **Ownership** – The products developed as a result of this contract shall be the property of the Local Government.
12. **Deliverables** – At the end of the contract period, TRRC will make available to the Local Government the documents as provided below. Copies of additional documents may be purchased from TRRC.
 - 1) Three (3) bound copies of the adopted Comprehensive Plan.
 - 2) One (1) electronic copy of the adopted Comprehensive Plan.
 - 3) One (1) wall-sized copy of required map(s), if needed.
 - 4) One (1) electronic copy of the required map(s), if needed.

IN WITNESS WHEREOF, the Local Government and TRRC have caused this Agreement to become effective on the date as written above.

This Agreement is signed in duplicate, each of which is construed to be an original.

**CITY OF VILLA RICA
CITY COUNCIL**

**THREE RIVERS
REGIONAL COMMISSION**

Hon. Gil McDougal
Mayor

Mark Butler
Executive Director

Witness

Witness

City of Villa Rica Comprehensive Plan Update 2023-2043 – Proposed Schedule

Activity	Mar	Apr	May	Jun	July	Aug	Sept	Oct
First Public Hearing								
Form Steering Committee								
Public Open House(s)								
Steering Committee Meetings								
Plan Preparation								
Community Work Program								
Complete Plan Draft								
Second Public Hearing								
Submittal to TRRC and DCA for Regional Review								
Notification of Interested Parties								
Report of Findings and Recommendations								
Plan Adoption								



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: The V-Plex Playground Pavilion Project
AGENDA DATE: 3/2/2023

DATE PREPARED: March 2nd, 2023
PREPARED BY: Nic Griffin

AMOUNT: \$21,640
GL ACCOUNT #: 350-6110-541330
FUNDING SOURCE: General Fund-Capital
BUDGETED ITEM? No

PURPOSE: To build a shelter style pavilion at the V-Plex playground.

BACKGROUND: Currently, there is no shelter at the V-Plex playground. There is however a twenty-foot by sixty-foot concrete pad. The playground area has no form of shade or shelter from the elements. Staff budgeted Thirty-Thousand dollars for this project. Staff used a quote from a few years ago to account for the cost. This budgeted amount fell below all of the proposal amounts that followed the request for proposal's specifications. Staff published a RFP for this work and also sent it to various companies. After meeting discussing this result with staff, we have decided to request permission to purchase a shelter kit and bid out the installation. Staff received a proposal from RCP Shelters, Inc for the shelter kit. T

STAFF RECOMMENDATION:

Staff recommends erecting a structure that would provide shade and shelter on the existing concrete pad. Staff proposes building a pavilion that is twenty-foot in width by forty-five in length. This would allow a fifteen-foot section of the pad for an uncovered space. Staff recommends seeking bids from the companies that submitted proposals for the furnishing and installation of a shelter to only install the kit purchased by the City of Villa Rica.

Staff believes that the City may stay under budget by purchasing the kit in-house and engaging with a company to install the City furnished product.

Company	Quote
Archway Commercial Construction	\$29,500
Blueline Outdoors	\$52,000
BLISS Products	\$57,940
KorKat	\$65,562
Riley Contracting Inc	\$74,000

IMPACT: Having a pavilion shelter will allow patrons to escape from the elements. This shelter will also provide a place for visitors to enjoy the shade and also host events. This will also allow for the City to possibly rent this pavilion for certain events, if they desire.

MOTION: I move to authorize the City Manager to purchase a twenty by forty-five foot steel, gable shelter from RCP Shelters for the amount of \$21,640.00

Proposal #: 38122
Date: 03/06/2023

RCP SHELTERS, INC.
PROPOSAL/ORDER FORM



City of Villa Rica

Attn: Nick Griffin
571 W Bankhead
Villa Rica, GA 30180

Phone: 678-840-1220
E-mail: dgriffin@villarica.gov

2100 SE Rays Way • Stuart, FL 34994
P: 800-525-0207 • 772-288-3600
info@rcpshelters.com • http://www.rcpshelters.com

Prepared by: Kyle Ritter • kyle@rcpshelters.com

Community Park - Villa Rica, GA

ITEM	QTY	DESCRIPTION	EXTENDED PRICE
A	1.00	Model #: TS-G2045-04 20' x 45' Steel Gable Shelter	\$20,660.00
OPTIONS FOR A	Please circle & add in the price column if required: 1. Add + \$980 for plate steel templates, HDG anchor bolts: F1554-36 w/washer & nuts.		
FREIGHT	Pooled freight rate delivered to an accessible site. Refer to notes on page 2 for more details.		Included
SALES TAX	CA or FL sales tax to be added unless tax exemption is provided. For all other states, purchaser is responsible for sales tax to appropriate authorities.		
TOTAL	Total of Item(s) and option(s) selected and freight (if applicable)		

INCLUDED

- GA Cert Drawings: includes standard RCP foundation design
- Frame: powder coated tube steel
- Roof Deck: 24-ga. exposed fastener Mega-Rib
- Hardware: all required fasteners
- Eave Height: 7'-6" ±
- Roof pitch: 4:12
- Delivery: to an accessible site

NOT INCLUDED

- Unloading
- Concrete
- Concrete embedment (wire mesh, rebar, etc.)
- Anchor bolts & templates
- Installation
- Rails/ornamentation/benches/cupola
- Electrical cutouts (see page 2 for details)
- Anything not specifically listed as "Included"

TERMS & CONDITIONS

- Orders not subject to cancellation
- 30% deposit due with order
- Balance due prior to shipment
 - Net 30 available with approved credit (check only)
- 3% discount for payment in full with order (check only)

DIRECT PO TO RCP FROM GOVERNMENT AGENCIES

- Net 30
- 1% discount net 10
- no deposits required

PRICING NOTES (RCP reserves the right to requote if:)

- Quote is older than 30 days
- Purchaser drawing approval exceeds 30 days
- Purchaser delays original ship date 30+ days
- Project location snow load exceeds 30 psf

21,140

(Signature)

(Print/Title)

(Date)

Page
1/2

Signature confirms acceptance of all pages of this proposal.



Proposal #: 38122

Community Park - Villa Rica, GA

PROPOSAL NOTES & DETAILS

PROPOSAL INFORMATION/NOTES

- The proposal is based on design by RCP Shelters, not necessarily an exact match to bid or architectural drawings.
- Lead times may vary significantly based on design complexity, seasonal demand, and current backlog.
- Simple material supplier PO or signed proposal/order form are acceptable for ordering. PO legalese will be rejected.
- RCP Shelters does not accept orders with contingent liability or liquidated damages.

DESIGN / ENGINEERING

- RCP value engineers for the minimum number framing members to minimize cost and provide structures as open and accessible as possible. Final design may not reflect the same number members, sizes, or spacing as images on RCP's website and catalog or preliminary or bid drawings.
- Design requirements not disclosed to RCP prior to proposal or required revisions resulting from information not previously disclosed are subject to additional fees. Common examples are site-specific requests/requirements and pertinent foundation information, including but not limited to geotechnical reports, foundation depth limitations, epoxy anchor design, or installations near or connected to other structures causing drift snow loads.
- Standard cylindrical shaped foundation design, minimum 24" diameter, based on assumed soil values, is included. Alternate or custom foundations may be designed by others, with column base reactions provided by RCP.
- RCP's anchor bolt option is valid only for foundations designed by RCP.
- Local code may have requirements that are not the responsibility of RCP.
- Each project is designed for its specific location after receipt of order. Occasionally, engineering determines that materials not included in the proposal are required. Such materials shall be provided by others.
- Drawings provided by RCP Shelters with this proposal are preliminary and are not for construction. For complete project specific details, engineered drawings can be purchased separately without obligation to purchase the structure.

FABRICATION / SHIPPING DETAILS

- Shipping dates are not guaranteed.
- Freight is priced based on pooled loads to a location accessible by a flatbed semi-trailer.
- Upgrade to dedicated truck or split shipment is available for an additional fee.
- Trucking will call at least 24 hours prior to delivery to coordinate.
- Offloading by others. Materials must be stored off the ground and kept dry.

ELECTRICAL CUTOUTS:

- Electrical cutouts can be provided based on customer provided plans that detail all locations and sizes of cutouts required.

ELECTRICAL CUTOUT EXCLUSIONS:

- Hand holes (not recommended)
- Cover plates
- Conduit provided by RCP Shelters
- Fixtures provided by RCP Shelters

(Signature)

(Print/Title)

(Date)

Page

2/2

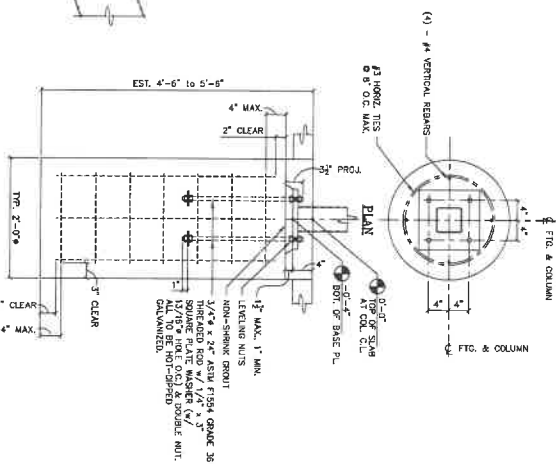
Signature confirms acceptance of all pages of this proposal.

Diagram of a cover plate with two screws and a label "COVER PLATE".

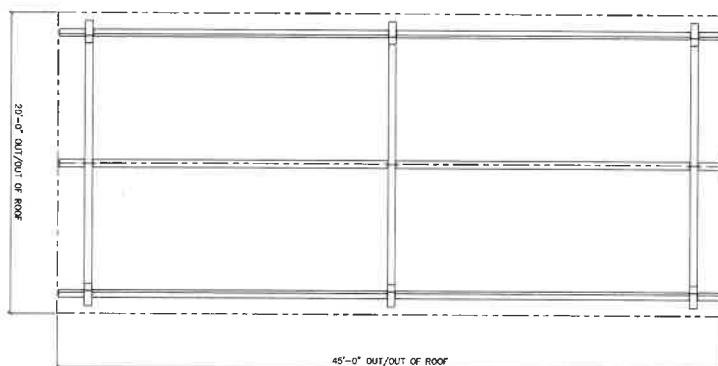
[illegible]

A technical diagram of a three-plate lap joint. It shows three main plates: a top plate, a middle plate, and a bottom plate. The top and bottom plates are connected by two cover plates, one on each side. An auxiliary plate, labeled 'AUX. PLATE', is attached to the middle plate. The diagram illustrates the arrangement of bolts and the relative positions of the plates and cover plates.

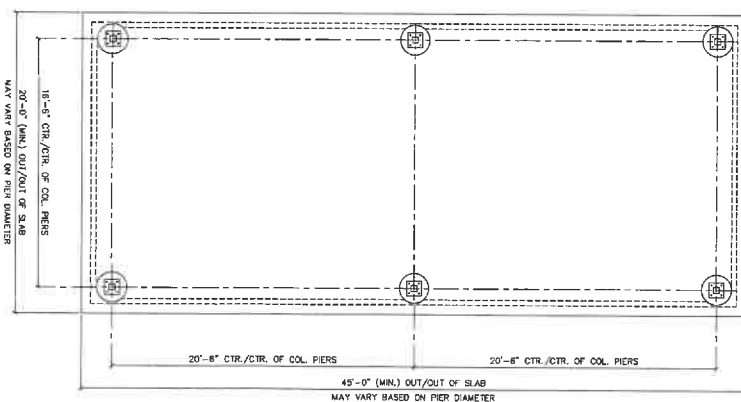
TYPE COLUMN FOUNDATION DETAIL



ROOF FRAMING PLAN



FOUNDATION PLAN



NUMBER OF PURLINS MAY VARY DEPENDING UPON DESIGN LOADS.
SIZES AND SPACING OF PURLINS TO BE DETERMINED DURING FINAL DESIGN.

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CARRIED, OR REPRODUCED WITHOUT
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REV 1:	
REV 2:	
REV 3:	
REV 4:	
REV 5:	
CAD NO.:	
ECG. NO. NO.:	6632 2
SHEET NO.:	

1X OF 1X



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: AEDs at Various Facilities

AGENDA DATE: March 14th, 2023

DATE PREPARED: March 2nd, 2023

PREPARED BY: Nic Griffin

AMOUNT: Not to exceed \$18,500

GL ACCOUNT #: Various Dept Small Equipment (531600)

FUNDING SOURCE: General Fund-Capital

BUDGETED ITEM? Yes

PURPOSE: To purchase and install automated external defibrillators at various facilities.

BACKGROUND: Each unit will cost around \$2,000 individually. If approved, staff will attempt to get better pricing and an official quote. The following buildings/facilities do not have defibrillators. Batteries will cost around \$125 per.

-West Waste Water Plant	-Villa Rica Police Dept.	-Water Treatment Plant
-Customer Service	-Football Field Concession	-North Waste Water Plant
-Splash Pad	-Distribution facility	-Training Center

STAFF RECOMMENDATION:

Staff recommends purchasing and installing an AED for each of these facilities.

Staff also recommends purchasing a four spare AED batteries so that they may replace any unit that may become defective. This will allow the facility to always have a working unit while the defective one is replaced.

IMPACT: Having an AED at these facilities may save someone's life if the need is ever present.

MOTION: I move to authorize the City Manager to purchase Eleven AEDs in an amount not to exceed \$18,500.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: The North Waste Water Plant Gate Project

AGENDA DATE: March 14th, 2023

DATE PREPARED: March 2nd, 2023

PREPARED BY: Nic Griffin

AMOUNT: \$36,267.68

GL ACCOUNT #: 505-4330-541100

FUNDING SOURCE: Operating

BUDGETED ITEM? Yes

PURPOSE: To furnish and install a steel automatic gate at the North Plant. There are also fencing repairs included in this scope of work and project.

BACKGROUND: Currently, there is a twenty-seven-foot manual gate serving the entry of the Waste Water Plant. This gate is almost beyond repair. The track system is damaged. The gate fittings and hardware are worn and damaged. Staff has worked on this fence many times. The gate itself is difficult for one person to open it. There has been occasion where the gate has almost fallen over on the operator. The Waste Water Department has budgeted funds to replace this gate with a better quality and higher security steel gate. This gate will look much like the West plant.

Staff issued a RFP on the City's website and also sent the document to various fencing contractors around the area. Staff received two bid submissions.

STAFF RECOMMENDATION:

Staff recommends engaging with Gotcha Security LLC to furnish and install a thirty-two-foot gate, an automatic gate operator, install/replace thirty-four foot of fencing, and install a three-foot pedestrian gate.

Company	Quote
Gotcha Security LLC	\$36,267.68
Allied Fencing	\$36,664.00

IMPACT: This automatic gate will allow the Waste water department the means to safely control the gate with remote access. This gate will also provide additional security. The necessary fencing repairs will provide additional security as well.

MOTION:

I move that we authorize the City Manager to engage with Gotcha Security LLC to furnish and install an automatic gate and make necessary repairs for the amount of \$36,267.68

Villa Rica North Waste Water Gate

City of Villa Rica

300 Mirror Lake Parkway
Villa Rica, GA 30180 United States

Revision: 0
Modified: 3/3/2023



Presented By:

Gotcha Security LLC

9139 Villa Rica Highway
Villa Rica, GA 30180 USA
678-430-3116
www.gotchasecurity.net



SCOPE OF WORK

Install new vehicle gate and operator

- Photo eye to detect obstructions such as humans and vehicle in gate path. One will be placed approximately 12" above the ground, and the other will be placed at approximately 48" above ground. This is to ensure the gate does not close on vehicles that have a trailer, where the lower beam may shoot under the trailer.
- Exit probe to open the gate automatically as vehicle exit (Free exit)
- 110V slide gate operator.
- Concrete pad for gate operator
- Wireless receiver for remote controls

Gate/Fencing:

- 32' cantilever gate with 4x4 posts (2x2 frame, 3/4 pickets,)
- 34' of fencing (2x1 channel, 2x2 posts, 3/4 pickets)
- 36" Pedestrian gate with chain and padlock (Chain link)
- Fencing includes an offset to provide clearance for the concrete pad and the existing "water box"

Project Notes:

- Client will provide a dedicated 20A circuit to the concrete pad
- Client will provide a 1" conduit under the road for any required control wiring
- Quote includes a wireless receiver for remote controls. No remote controls are included. Remote controls are \$25 each and can be purchased/added to contract based on qty needed
- Remotes will need to be programmed at receiver
- A cloud based controller that allows remote operation, modifying users, etc can be added for \$2,000. Annual fee of \$200 is required for cloud access if client has an existing internet connection. Cellular options are possible.

*There is no advantage to using a 220V operator, as the 110V is sufficient for this project. Any model in this line that uses a higher voltage, simply steps it down to 110V. The 9200 line does use 230V. Upgrading to the 9210-384 which is a 230V 1 HP operator would be an additional \$2525.57 plus applicable taxes.

Gotcha Security provides installation and maintenance of vehicle gates for businesses across the Metro Atlanta area. Our primary vertical is multi-family and this project is a typical project

for us. References and project examples available upon request.

Thank you for the opportunity to provide you a quote on your upcoming project.

Sales tax has not been applied to this project. A tax exemption must be provided.

811 will be called to locate all public utilities before any digging or trenching is done. Locating private utilities such as power, communications, water and irrigation may need to be performed by a 3rd party for an additional cost. Gotcha Security is not responsible for damage to any unmarked utilities.

Gate System

Gate		Equipment	Labor
1	DoorKing slide gate operator, 1HP, 115 VAC, max gate weight 1,500 Lbs, Max gate length 45'	\$3,326.40	\$1,760.00
1	Plug in loop detector	\$206.80	\$0.00
2	Chain	\$80.32	\$0.00
1	Exit probe	\$261.65	\$0.00
1	DoorKing 8040 receiver	\$173.07	\$220.00
1	Metal fabrication	\$29,980.00	\$0.00
2	50ft photobeam reflective UL325	\$259.44	\$0.00
Gate Total		\$34,287.68	\$1,980.00
Gate System Total		\$34,287.68	\$1,980.00
Project Subtotal:		\$34,287.68	\$1,980.00

Villa Rica North Waste Water Gate

Project No : GOTCH-0351

Rev. 0

3/3/2023

PROJECT SUMMARY

Equipment:	\$34,287.68
Labor:	\$1,980.00

Grand Total:	\$36,267.68
---------------------	--------------------

Client: Nick Griffin

Date

Contractor: Gotcha Security LLC

Date

Cobb

P.O. Box 276
430 Veterans Memorial Hwy.
Mableton, GA 30126-0276
Phone: (770) 944-1501
Fax: (770) 739-8202



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PROPOSAL

PROPOSAL SUBMITTED TO:	City Of Villa Rica	PHONE	DATE
ATTN:	Nic Griffin	770-459-7000	2/23/2023
STREET	571 West Bankhead Hwy	JOB NAME	Treatment Plant Fence 23079
CITY, STATE & ZIP CODE:	Villa Rica GA 30180	JOB LOCATION	800 Mirror Lake Pkwy Villa Rica GA 30180
EMAIL:	Dgriffin@villarica.gov	FAX PHONE	JOB PHONE
P.O.#			470-725-2701

Specifications			Quantities	
Total Height	6'+1'	Top Rail	1 5/8"	O.D.
Post Spaced	10'	Line Post	2"	O.D.
Style Fence	9Ga Galv	End Post	3"	O.D.
Knuckle	☐	Corner Post	3"	O.D.
Twist	☒	Walk Gate Post	3"	O.D.
		Drive Gate Posts	4"	O.D.
		Gate Frames	2"	O.D.
		Footage	18'	
		Term Posts	0	
		Gate Posts	2-3", 2-4"	
		Line Posts	1	
		Walk Gates	1-4'sgl swing	
		Drive Gates	1-27' deco cantilever	

Remove the dbl gates in the fence line to the right of the main entrance gate and fill in the fence,
Remove the slide and swing entrance gate and replace it with 1-27' aluminum black decorative + 12'
Cantilever gate with new gate posts, repair 20' of damaged fence and install a 4' sgl swing walk
Gate to the right of the entrance gate in the existing fence. \$29511.00

Opt1

Install an operator, safety equipment and keypad entry \$8828.00

Opt2

Install an operator, safety equipment and remote control access \$7153.00

Note: 1-110V 20AMP dedicated circuit to the operator location and a conduit with communication

Wire to the gooseneck location by other. If keypad option is selected a paved driveway is required
20' inside and outside of the gate.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: _____ dollars (\$ _____).

Payment to be made as follows: **Add 3% if Paid by Credit Card**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications will become an extra charge over and above the estimate. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers Compensation and Liability Insurance. Fence ownership transfers to customer upon final payment. Additional charges will apply if underground obstructions are encountered.

Authorized

Signature: Gene McGuire
(NAME - PRINTED)

Note: This proposal may be
withdrawn by us if not accepted within **15** days.
Add 3% if paid with credit Card

Acceptance of Proposal - The above prices and specifications as well as the terms and conditions on the reverse side of this proposal are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Community Development Software Package

AGENDA DATE: March 14th, 2023

DATE PREPARED: March 3rd, 2023

PREPARED BY: Adam Dodd

AMOUNT: \$39,364.00

GL ACCOUNT #: 100-7400-521300

FUNDING SOURCE: General Fund

BUDGETED ITEM? Yes

PURPOSE: For the past several months, staff has been researching and soliciting bids from several different software platforms. Staff has reviewed 5 software packages and received quotes from 4 vendors. Based on cost, operational efficiency, and transparency for citizen engagement, staff has a vendor recommendation of GovPilot. This software will have the following department modules included in the subscription; Building Inspections/Plan Review, Permitting, Business Licensing, Alcohol Licensing, Planning & Zoning, GIS, Development, Code Enforcement and Report a Concern.

BACKGROUND: Currently, Community Development utilizes a software called Community Core to process our building permits and code enforcement information, but the platform has no public interface to allow citizen interaction or any integration for the Development, Business License, Alcohol Licensing or Planning and Zoning. The digital workflows make it easier for team members to collaborate and share information. This can improve communication and reduce the likelihood of miscommunications that can cause delays or other issues.

The GovPilot platform also provides an unlimited number of users at no additional cost where most platforms have a subscription plus a cost per user fee. This will be a great asset for the city to have for the fact that we have Carroll County, Douglas County, State Fire Marshal and third party engineers that are part of our processes. Staff will be able to setup any third party entity with an account profile to allow collaboration with plan reviews, permitting and business licensing. These external users will be setup to only allow access to the task at hand for them to review and approve or deny. All citizens and customers will have 24/7 access to their profile to see status updates on permits, report a concern, licenses, and pay fees online.

The integrated GIS maps would also allow for citizens to be able to see information on all parcels located in the city boundaries such as, but not limited to; current county tax assessor property information, current city zoning, report of concerns, business locations, building permits, and any GIS shape file that the city would want to upload. An example of this could be public works map files with sanitation schedules. All provided information on the GIS maps that is open to public

view will be designated and approved by city administration at the time of setup to ensure compliance with the privacy act.

There are also many other modules that could be added to the subscription in the future for most other departments in the city.

STAFF RECOMMENDATION: Staff recommends engaging with GovPilot on an annual basis under the proposed 3 years' contract terms of \$36,364.00 annually with a one-time data import fee Of \$3000.00.

IMPACT: By moving from paper to digital, the city can streamline their operations and improve efficiency. Digital documents can be processed faster and more accurately, reducing errors and delays in the handling of paperwork. Just in 2022, Community Development spent \$11,730 for postage and printing services that can be eliminated with the new digital software portal.

MOTION: I move to authorize the City Manager to enter into a three year agreement with GovPilot for an amount of \$39,364.00 for the first year and \$36,364.00 for the remaining two years of the agreement.



Efficient Government

Villa Rica, GA



Agenda

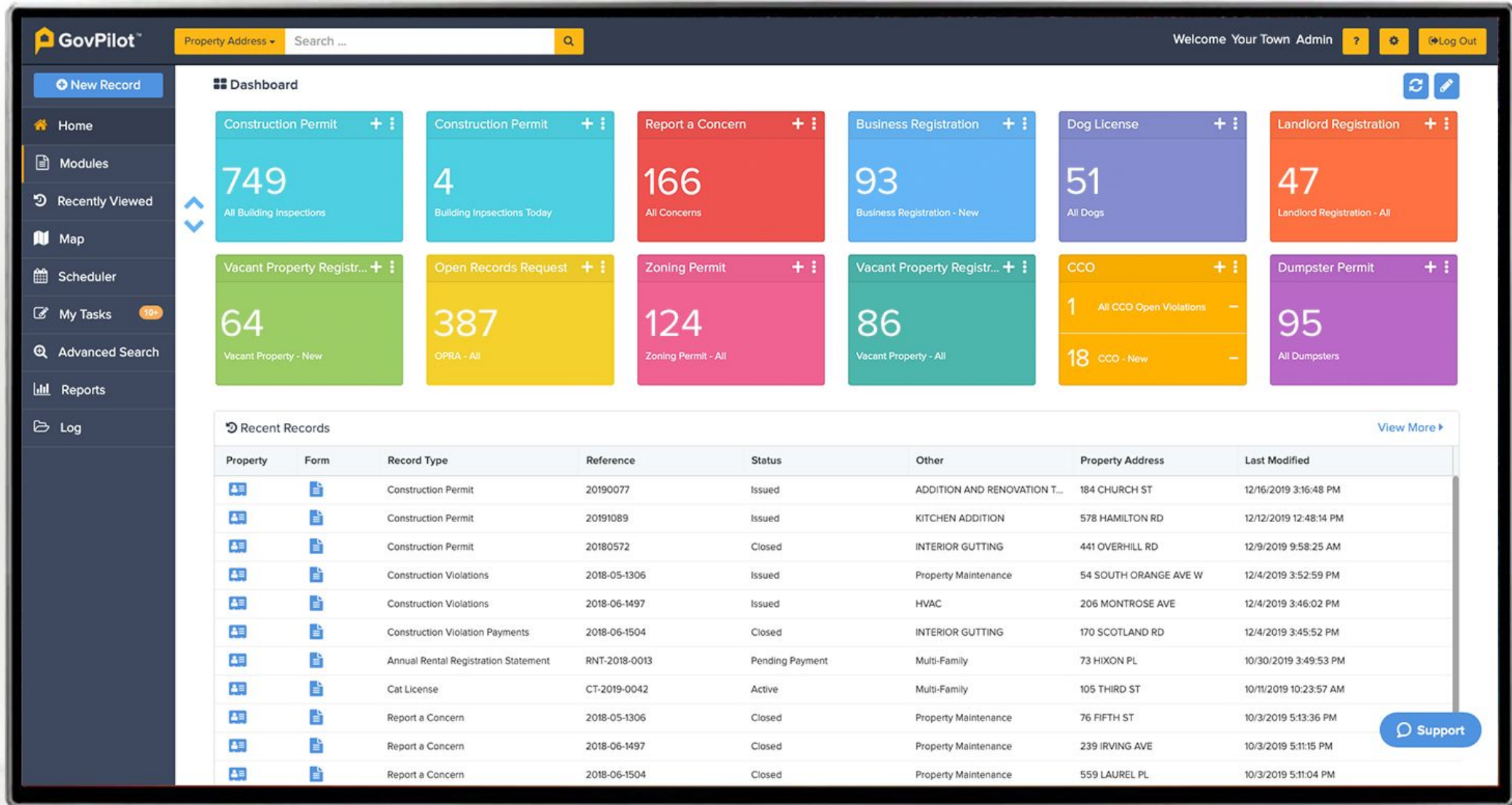
- Introductions
- Recap Current Needs
- GovPilot Solution
- Onboarding
- Pricing
- Next Steps



Recap Current Needs

Challenges	Antiquated Processes- current system not functioning well	Siloed Departments- sit in different locations	Limited workflow- stuck in different locations for a couple weeks
Solutions	* Best Practices * Cloud Based	* Unified Platform * Unlimited Users * 100+ Modules	* Digital Forms * Automated Workflow

Dashboard



Property Profile

GovPilot™

Property Address

Search ...

Q

Welcome Your Town Admin ? ⚙️ Log Out

+

Home

Documents

Refresh

Map

Calendar

10+

Search

Bar Chart

Folder

Property Profile

617 MOUNTAIN DR
SOUTH ORANGE VILLAGE TWP NJ
07079

Units

RESI-1 TO 4 FAM
ESSEX COUNTY

BLOCK 1: 101
LOT 1: 18



Property AVM

View in Map

Tax Map

Mail Merge

New Record

Foreclosure

All Records 13

Layers 11

Sales History

Assessment History 3

Attachments

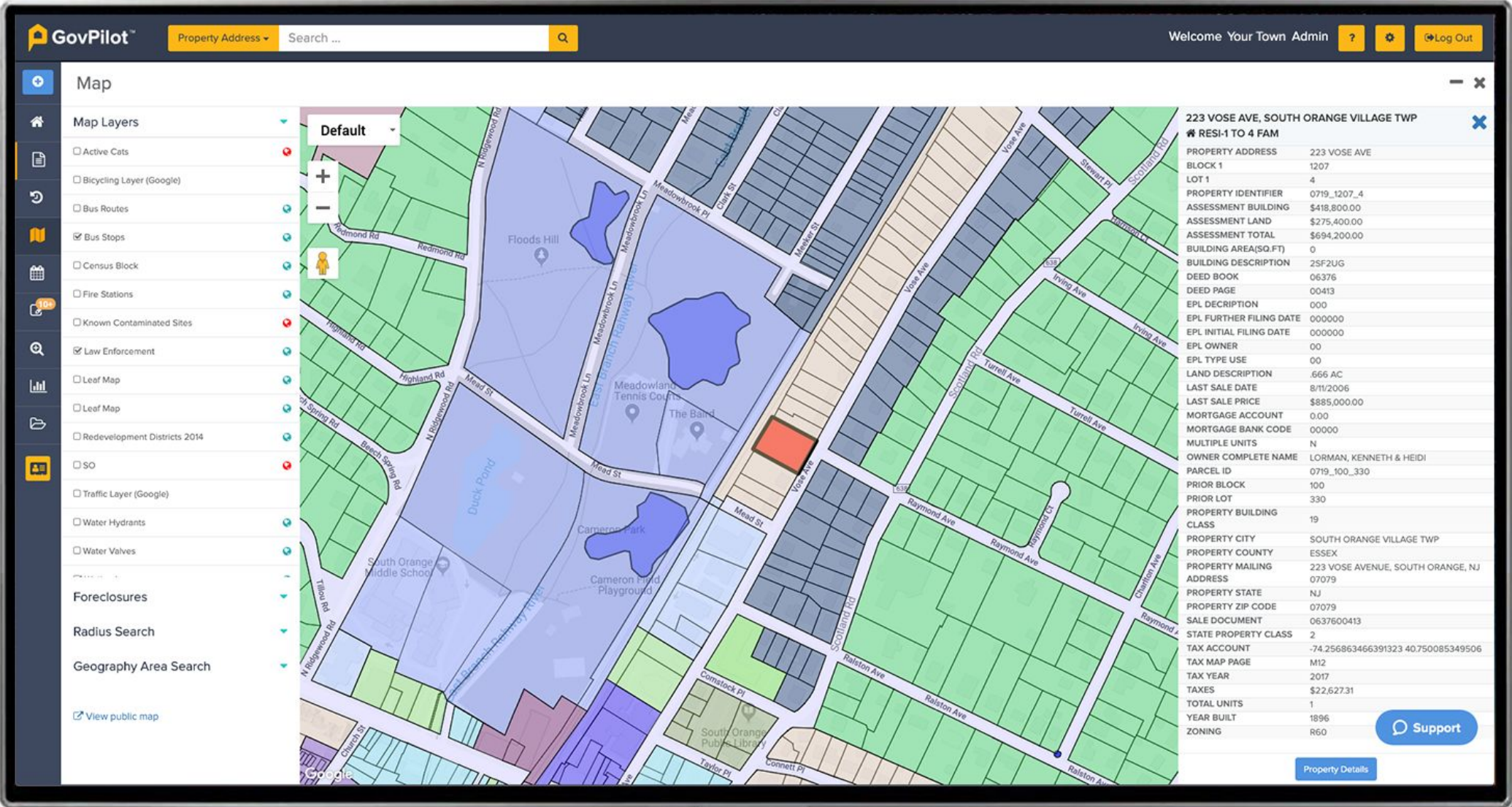
Notes

Form	Record Type	Reference	Status	Other	Last Modified
..	⌵	⌵	⌵	⌵	📅 ⌵
Construction Permit (3)					
📄	Construction Permit	20030315	Closed	Deck	09/31/2017 11:03:00 AM
📄	Construction Permit	20050031	Closed	Alterations/BURGLAR ALARM SYSTEM	12/23/2017 12:34:00 PM
📄	Construction Permit	20130947	Closed	Roofing/INSTALL NEW ASPHALT SHINGLE ROOF	02/29/2018 10:45:00 PM
Garage & Yard Sale (1)					
📄	Garage & Yard Sale	YRD-2019-0026	Approved	5/18/2019 9:00:00 AM	05/23/2019 07:00:46 PM
Report a Concern (4)					
📄	Report a Concern	2017-01-0072	Closed	Landscaping (Overgrown Grass / Bush; etc.)	10/14/2017 11:03:00 AM

Tax Assessment Information

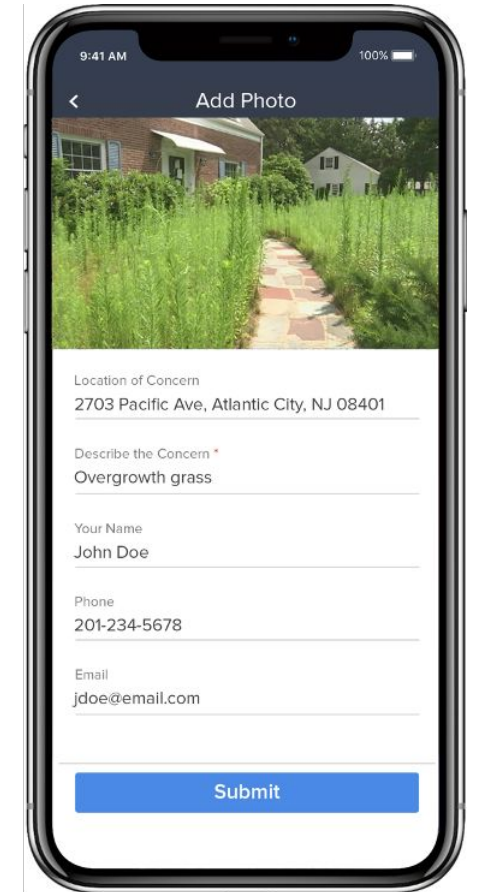
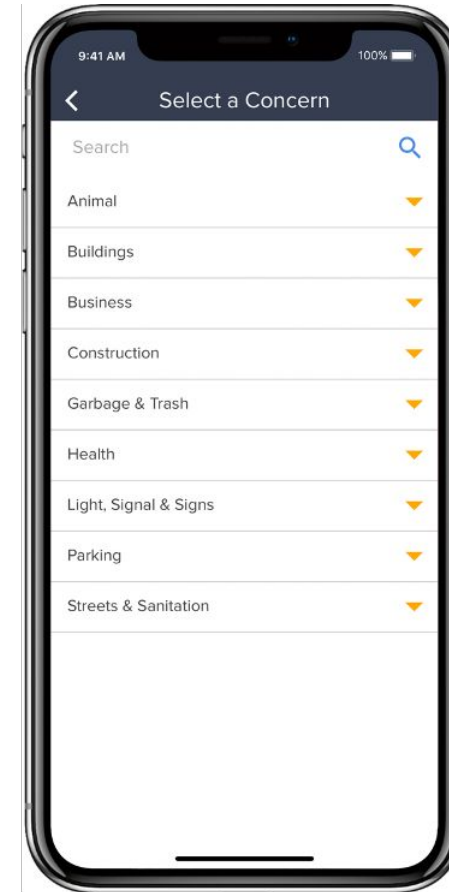
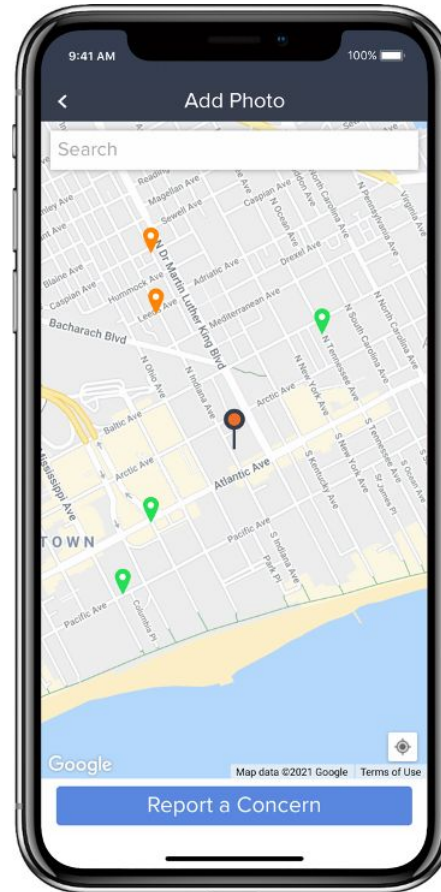
PROPERTY ADDRESS	617 MOUNTAIN DR
BLOCK 1	101
LOT 1	18
PROPERTY IDENTIFIER	0719_101_18
ASSESSMENT BUILDING	\$149,800.00
ASSESSMENT LAND	\$379,900.00
ASSESSMENT TOTAL	\$529,700.00
BUILDING AREA(SQ.FT)	0
BUILDING DESCRIPTION	1SF2AG
DEED BOOK	05671
DEED PAGE	00565
LAND DESCRIPTION	.630 AC
LAST SALE DATE	12/21/1999
LAST SALE PRICE	\$261,500.00
LOT SIZE	0
MULTIPLE UNITS	N
OWNER COMPLETE NAME	MEYER, DAVID E & BETH HAIETMEYER
PARCEL ID	0719_1_46
PRIOR BLOCK	1
PRIOR LOT	46
PROPERTY AREA(ACRE)	0.63
PROPERTY MAILING ADDRESS	617 MOUNTAIN DRIVE, SOUTH ORANGE, N.J. 07079
SALE DOCUMENT	0567100565
STATE PROPERTY CLASS	2
TAX YEAR	2017
TAXES	\$15,423.01
TOTAL UNITS	1
YEAR BUILT	1953
ZONING	R100
FC AUCTION DATE	1/1/1900
FC DOCKET NUMBER	0
FC DOCKET YEAR	0
FC JUDGMENT AMOUNT	\$0.00
FC MORTGAGE AMOUNT	\$0.00
FC MORTGAGE YEAR	0

Geographic Information System - GIS



Convenient Concern Reporting Benefits to Citizens & Employees

- Automatically route concerns to departments
- Crowdsourcing of issues
- Report in real-time from anywhere
- Reporting
- Responsive government
- Automated status updates to stakeholders



Gov-Inspect App



Update in Real-Time

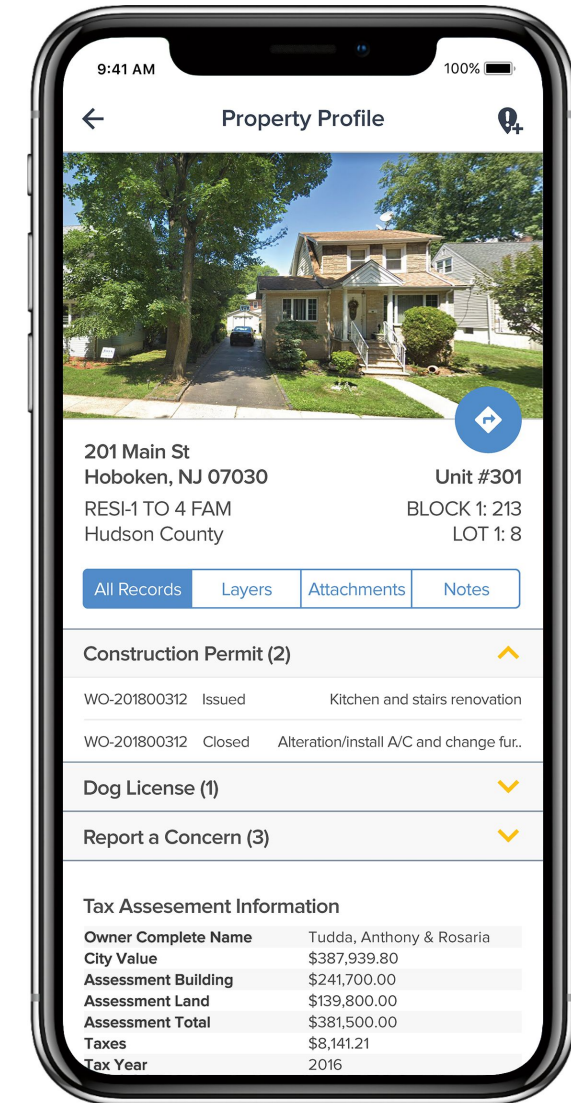
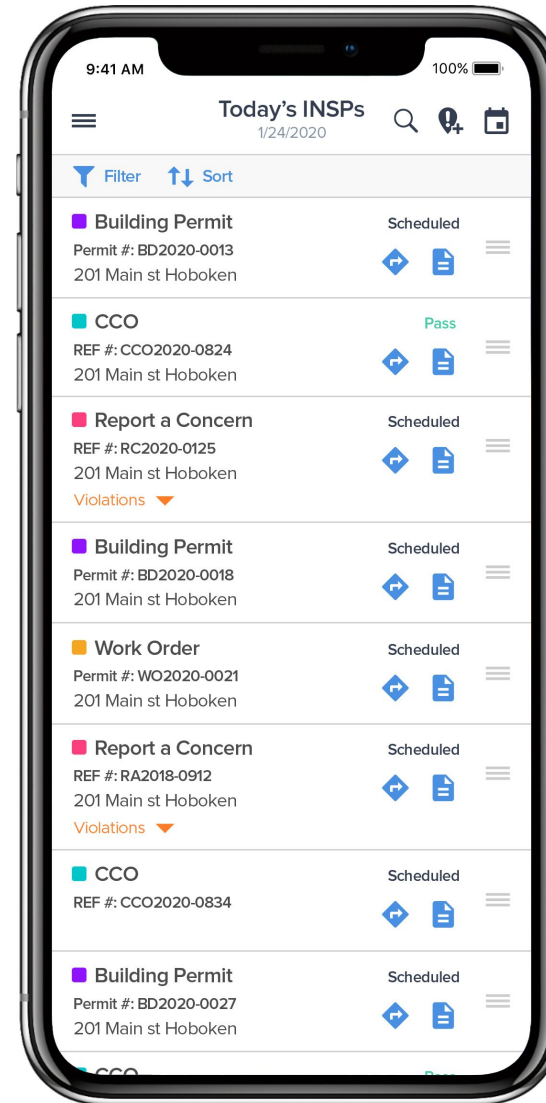
The GovPilot Inspection App enables users to perform inspections from the field which update in the system in real-time.

No Bulky Clipboard

Instantly access and update inspection records from the palm of your hand. No need for inspectors to look up assignments in the office or carry around a bulky clipboard.

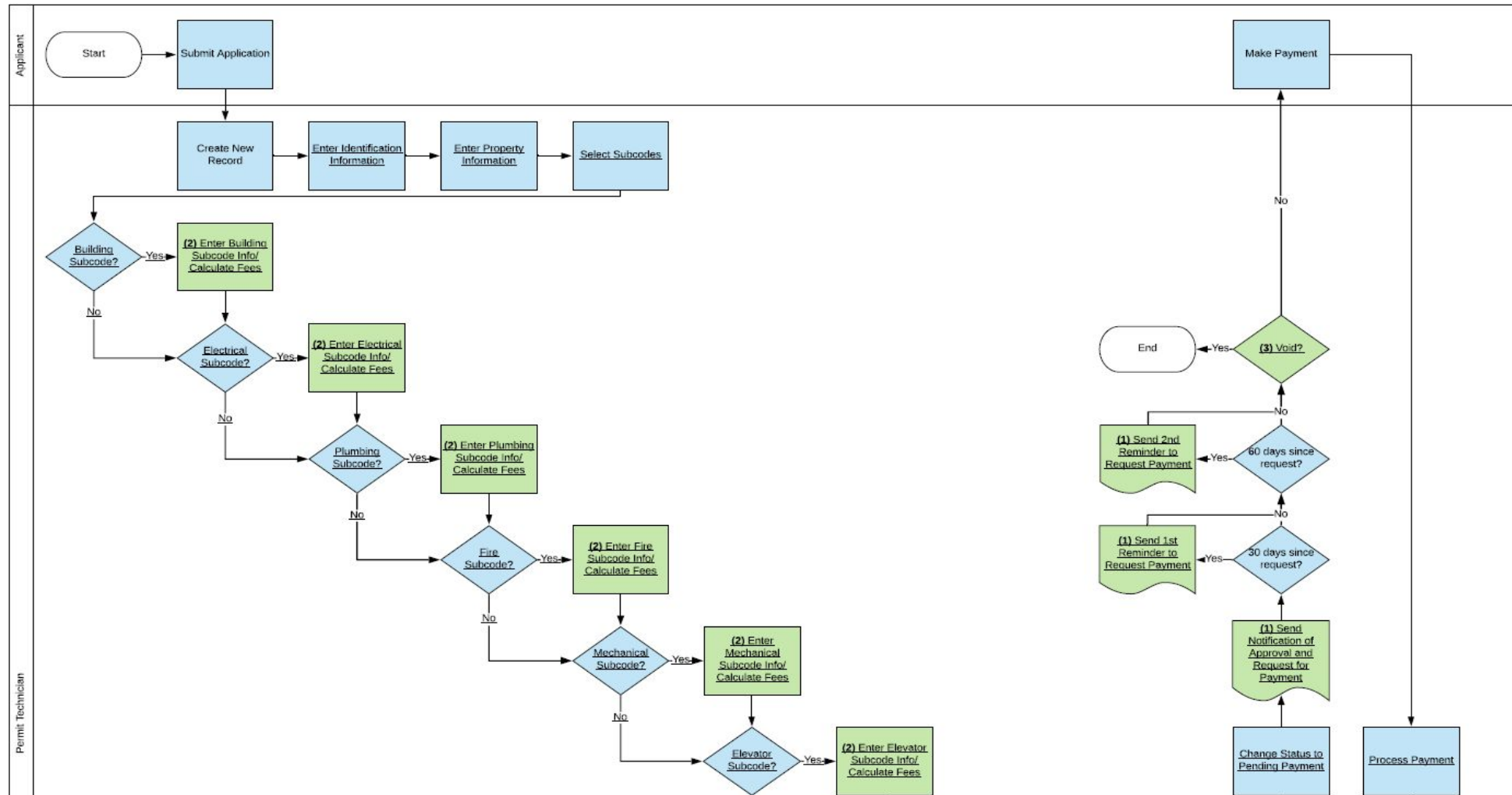
Access All Data at Once

View GovPilot's Property Profile to see other modules containing records of specific properties, including status updates, tax assessments, and any other notes attached to the parcel.



Process Flowcharts (Documented)

Selected module



Onboarding Process

Stage	7 Step Process	Responsible Party	Timeline
Kickoff	* Select Initial Modules * Stakeholder introductions * Assign Next Steps	Client / GovPilot	1st Week
Module Configuration	* Demo module to <u>ALL</u> stakeholders	Client / GovPilot	2nd Week
	* Variable configuration gathering - signoff	Client	3rd Week
Module Deployment	* Configure module	GovPilot	4-6th Week
	* Stakeholder review - training	Client / GovPilot	7-8th Week

***Note:** Each standard module includes **12 hours** of configuration. Modules requiring additional configuration time may incur additional fees.

Module Demonstrations

We have completed demonstrations for the following modules:

- Building with Data
- Report A Concern
- Zoning
- Business License with Data

Additional Modules:

- Planning
- Zoning Certificate
- Alcohol License with data
- CO
- Historic Preservation
- Civil Plan Review/Plat App

Subscription Service Order

Prepared for:

Villa Rica, GA

Sales Representative

Austin Talty

atalty@govpilot.com

Proposal Valid Through 2023-03-31



Overview of Services

GovPilot is a cloud-based government management platform developed exclusively for local government. We unify fragmented data and communication between employees, department heads and their administrators, resulting in an environment in which information flows freely and subject matter knowledge can be obtained within seconds. With a clear view of how well a department is operating, administrators, and department heads alike can make more educated decisions on the best course of action.

Leveraging Best Government Practices (BGP) from subject matter experts, GovPilot has developed a catalog of over 120 standard template modules as well as 3 premium services. GovPilot regularly checks the pulse of local governments and incorporates their feedback into the product, benefiting all of our customers!

GovPilot accommodates unlimited users, which allows governments to manage and share critical data throughout their organization, at no additional cost. This information can be shared 24/7 from the office, the field, or the employee's home.

Wherever the Community,
Whatever the Problem,
GovPilot offers a Solution.





Benefits of GovPilot

Employee & Elected Officials Benefit

- Customizable Dashboards to see the data that's important to you
- Remove communication and data silos
- Cut-down on call volume, walk-ins and other distractions
- Learn one platform, replace single-purpose software systems, IT doesn't need to support 10+ systems
- Drastically improve productivity through automated modules

Constituent Benefits

- Convenience of E- Commerce functionality – submit application and pay online
- Communicate concerns via Mobile App
- Access information and data via website, eliminating need to submit OPRA

Unlimited Users

- All employees and Elected Officials are eligible for login credentials

Preloaded Data

- Assessment Records, Parcel Boundaries
- Foreclosure Filings

All tax, parcel boundaries, and foreclosure data is uploaded upon execution of contract from GovPilot, any updates thereafter need to be proactively provided to GovPilot from the customer. Accuracy of this information is the responsibility of the customer.

Cloud Based

- Access, manage and edit data from the office and in the field
 - No scaling limitations, local server installation, burdensome maintenance costs or time-consuming software updates
 - Data updates occur in real time, enabling office-based employees to collaborate with colleagues in the field via mobile device
-

Fields & Forms

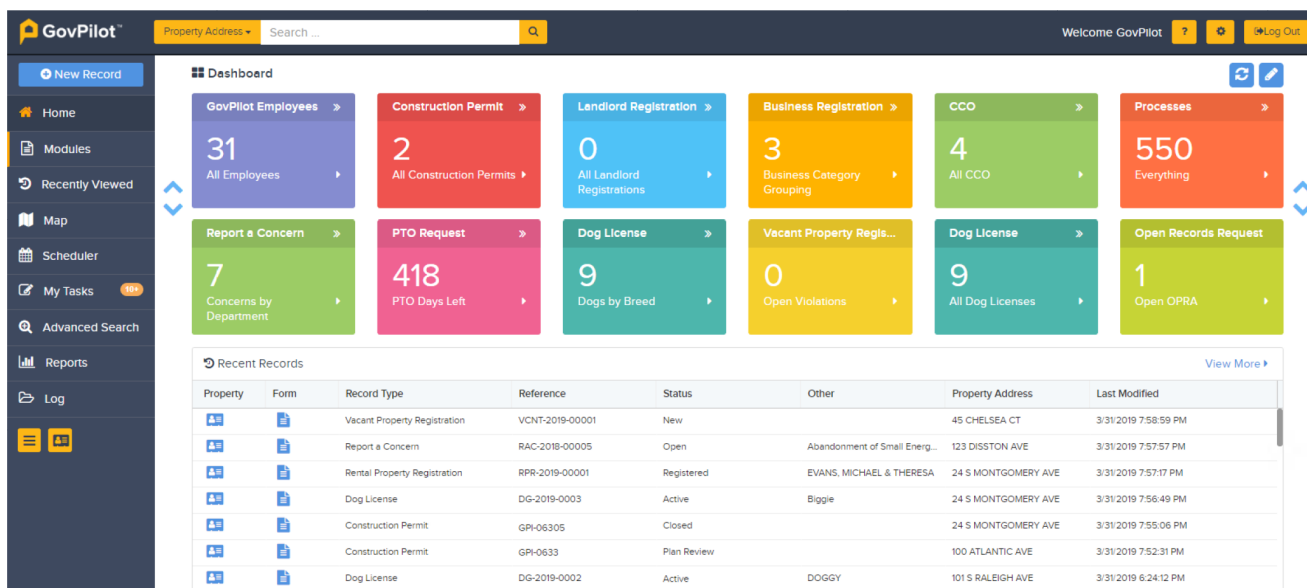
- GovPilot works closely with assigned divisions and departments to modify the platform based on your unique needs
- Deploy flexible modules and forms integrated with pre-loaded data
- User-friendly, drag-and-drop interface
- Merge and log external data, attach documents, calendars, files and notes to individual property records with ease

GovPilot's Templated Modules Consist of 5 Main Components



Dashboard

Whether you are a typist, department head, city manager or elected official, GovPilot's dashboard allows you to retrieve the answers you need, quickly. The dashboard is customizable, allowing users to create shortcuts to their data, called "tiles". These tiles are doorways to filtered and sorted data sets. When clicked, each tile opens a different view. Arrange and add an unlimited number of tiles with unparalleled ease.



Property Profile

The cornerstone of our platform, this feature links all property-related data to a single property profile. See all building permits, violations and licenses associated with a property. Attach and take notes within the profile as well.

GovPilot

Property Address Search

Welcome GovPilot ? Log Out

Property Profile

24 S MONTGOMERY AVE
ATLANTIC CITY NJ 08401

Units

RESI-1 TO 4 FAM
ATLANTIC COUNTY

BLOCK 1: 213
LOT 1: 9



Property AVM

View in Map

Tax Map

Mail Merge

New Record

Foreclosure

All Records Layers Sales History Assessment History Attachments Notes

Form	Record Type	Reference	Status	Other	Last Modified
Construction Permit (1)					
	Construction Permit		Closed		03/31/2019 07:54:45 PM
Dog License (1)					
	Dog License	DG-2019-0003	Active	Biggie	03/31/2019 07:56:49 PM
Rental Property Registration (1)					
	Rental Property Registration	RPR-2019-00001	Registered	EVANS, MICHAEL & THERESA	03/31/2019 07:57:17 PM

Tax Assessment Information

OWNER COMPLETE NAME	EVANS, MICHAEL & THERESA
CITY VALUE	\$397,201.40
ASSESSMENT BUILDING	\$136,300.00
ASSESSMENT LAND	\$261,100.00
ASSESSMENT TOTAL	\$397,400.00
TAXES	\$13,599.03
TAX YEAR	2016
YEAR BUILT	1925
LAST SALE DATE	8/28/1997
LAST SALE PRICE	\$110,000.00
BLOCK 1	213
LOT 1	9
BUILDING DESCRIPTION	F25
PROPERTY & MAILING ADDRESS SAME	Y
PROPERTY MAILING ADDRESS	24 S MONTGOMERY AVE, ATLANTIC CITY, NJ 08401
LAND DESCRIPTION	43X75
LOT SIZE	3223
LOT DEPTH	75
LOT WIDTH	43
PROPERTY AREA(ACRE)	0.074
BUILDING AREA(SQ.FT)	1776
TOTAL UNITS	1
PROPERTY ADDRESS	24 S MONTGOMERY AVE
MULTIPLE UNITS	N
SALE DOCUMENT	0618000200
ZONING	R-2



Digital Forms E-commerce Functionality

GovPilot's digital forms can significantly reduce the time your staff spends on data entry. Form data is routed directly into the GovPilot system, eliminating the redundant process of a government employee transferring constituent information from a PDF to the database. Constituents access, complete and submit digital forms through your government website. Form logic blocks submission until all required fields have been populated, which guarantees that your departments receive properly completed forms, every time.



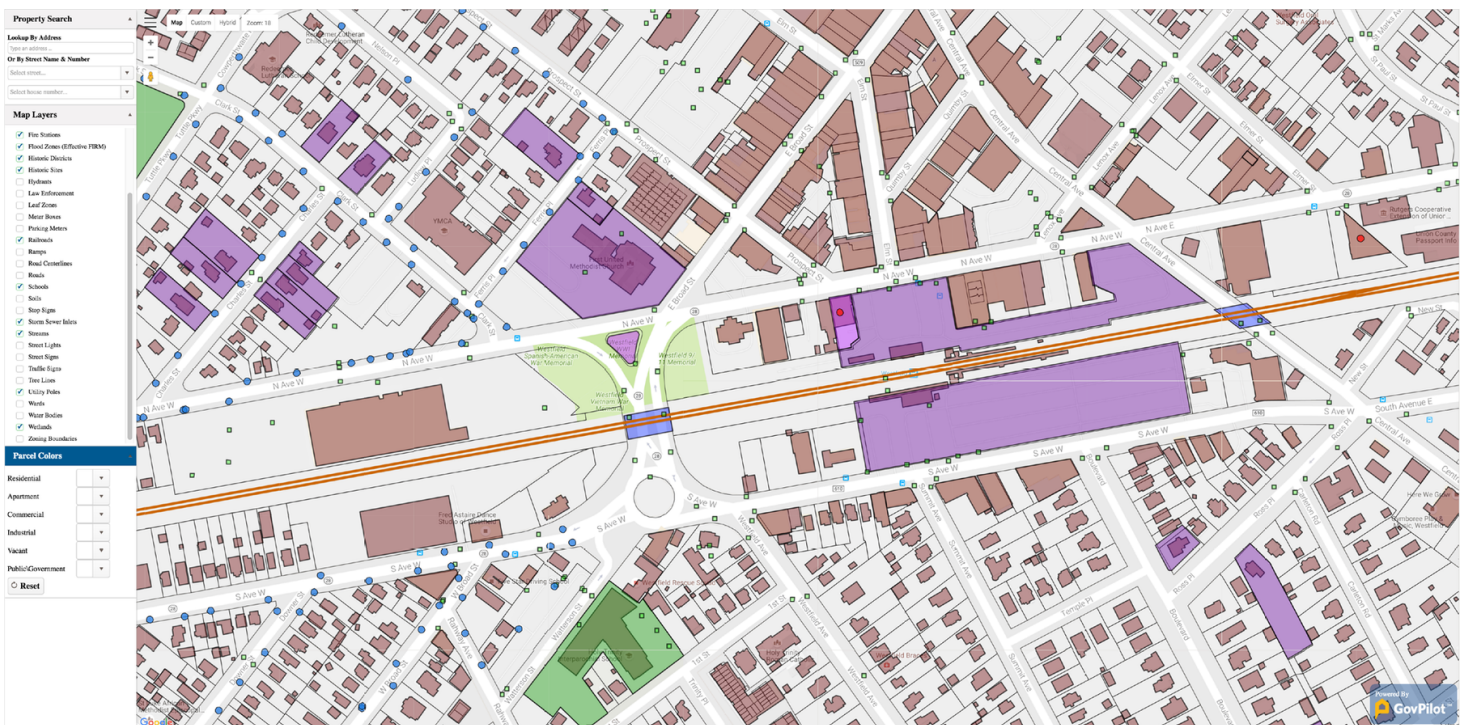
Automated Workflows

GovPilot's workflow engine reads data, calendar and user activity as triggers to automate the completion of a multitude of tasks, including the processing of public requests, licenses, applications, e-commerce transactions and internal administrative functions. Automated alerts notify employees of changes in project status and streamline post-submission correspondence with applicants. Workflows improve operational efficiency while promoting transparency and accountability among employees and departments.



Geographic Information System (GIS)

A picture is worth a thousand words. From cave paintings to emojis, graphic depiction is an integral part of how humans communicate and make sense of the world. When trying to identify patterns and otherwise understand your data—which could include thousands or even millions of variables—the ability to visualize that data is essential. GovPilot's user-friendly map grants ALL government employees the ability to harness the power of a geographic information system (GIS).





Service Order

Customer Name:	Villa Rica, GA	Billing Contact	
Billing Address:	571 West Bankhead Highway	Billing Phone	
City, State, Zip:	Villa Rica,GA 30180	Billing Email	

Project Manager (person running onboarding on behalf of the customer)		
Name	Adam Dodd	
Email	adodd@villarica.org	
Title	Building Official	
Phone	6786739446	

Webmaster	
Full Name	
Email	
Phone	

Vendor	GovPilot LLC	Address	204 E. Main St
City, State, Zip	Manasquan, NJ 08736	Vendor Contact	Austin Talty
Pricing Valid Through:	2023-03-31	Term:	3 Year

Vendor	GovPilot LLC	Address	204 E. Main St
Bill Date	2023-04-01	Contract Start Date	2023-04-01

Annual Subscription

Name	Price	QTY	Subtotal
Professional package : 10 Templated modules listed below Data import for Building permits, Alcohol & Business licenses, per provided data samples \$ 6,000.00 Discount for data import, if agreement is signed prior to 3/31/23 (\$3,000.00)	\$36,364.00	1	\$36,364.00

Subtotal	\$36,364.00
Data Fee	\$3,000.00
Total	\$39,364.00

Module Name	Module Owner	Data Import	Flow Chart
Building Permit	Adam Dodd	Yes	
Business Registration	Ronald Johnson	Yes	https://lucid.app/lucidchart/ee0e4fe3-83ac-41e8-88dc-d69afde78d7c/edit?invitationId=inv_72c6d1be-ea01-43e3-8e80-4a8ffbaea3d0
Certificate of Occupancy	Adam Dodd	No	
Historic Preservation Commission	Ronald Johnson	No	

Module Name	Module Owner	Data Import	Flow Chart
Planning Module	Ronald Johnson	No	
Report a Concern	Ronald Johnson	No	https://lucid.app/lucidchart/5e0cfea8-c610-4a2c-a2bc-cb58924b91b7/edit?invitationId=inv_9ab18c96-438b-4ce7-97ec-181b7f7e7fde
TBD	Ronald Johnson	Yes	
TBD	Ronald Johnson	No	
Zoning Permit	Ronald Johnson	No	
Zoning Verification Letter	Ronald Johnson	No	

TERMS: Pricing is based on an annual subscription fee which includes an unlimited number of user licenses, initial onboarding, and unlimited support. Payment is due upon execution of this agreement. Onboarding will not commence until payment has been received. This subscription will automatically renew annually upon the effective date, as set forth above, unless either party has provided a notice of termination to the other at least thirty (30) days prior to such renewal date. Payment is due upon renewal. Failure to make payment within ten (10) days of renewal, or any other payment due date, will result in a notice of default. Failure to make payment within ten (10) days of notice of default will result in shut off of all Customer access to systems/modules and services. Service under the Agreement will not be restored until payment has been received. GovPilot does not waive any rights or remedies provided under the terms of this Agreement in the event of default. The [Master Subscription Agreement](#) between Client and PropertyPilot, LLC d/b/a GovPilot (the “MSA”), as it may be amended from time to time pursuant to the [MSA](#), the onboarding, and implementation process, and the onboarding statement of work are incorporated by reference in this Subscription Service Order (“Service Order”) all of which collectively, comprise the “Agreement.” Capitalized terms not defined in this Service Order have the meaning given them in the [MSA](#).

The person signing below represents that he or she is authorized to sign this Service Order on behalf of Client and that Client accepts this Service Order subject to the terms in the [MSA](#). Signatory represents that all appropriate resolutions from the governing body, if appropriate, have been obtained to authorize execution of this Contract.

GovPilot’s liability to the Customer for actual, direct damages resulting from GovPilot’s performance hereunder and for any and all third party claims to the extent arising from GovPilot’s negligence, willful misconduct, or violation of law in fulfilling its obligations herein, shall be limited in the aggregate to the total amount of fees actually paid or payable by the Customer to GovPilot under this Agreement for the year previous to the incident which gave cause for such liability
GovPilot shall retain ownership rights to (1) all of its intellectual property, including any derivatives, modifications and enhancements thereto, (2) Confidential Information of GovPilot, and (3) any tools or scripting applications used, developed or

created by GovPilot or its third party licensors during the performance of this Agreement.

Propertypilot, LLC dba GovPilot		Villa Rica, GA	
Signature:	<i>James Delmonico</i>	Signature:	
Name:	James Delmonico	Name:	Tom Barber
Title:	Chief Operating Officer	Title:	City Manager
Date:	03 / 08 / 2023	Date:	



On-boarding and Implementation Process

Our on-boarding team is here to help you implement & launch GovPilot.

1. Kick-off Call	Your Account Manager & Onboarding Project Manager will coordinate a call with you to learn about how you will be leveraging GovPilot to gain further transparency into your day to day processes.
2. Variable Validation	To get started on your new GovPilot deployment, we need to confirm the information you've provided us during the sales process. This will also be a great opportunity for us to collect any additional information to ensure a successful on-boarding experience.
3. Variable Implementation**	During this time, our On-boarding team will be building out the modules you signed for. While this process typically takes 45-60 Days, there are times we need additional clarification. Please be sure to respond to any inquiries in a timely fashion so we can ensure a timely delivery of your services.
4. Team Training	We'll provide a one-time, 1 hour live web training, per module and Q&A focused on your end-user team members. We'll deliver the training using your modules so that the users know exactly how to work with GovPilot. We'll also provide access to our premier knowledge-base so your team can get the answers to their questions instantly!

**Variable Validation is subject to the terms stated within the On-Boarding Statement of Work



On-boarding Statement of Work

Objectives

The objective of GovPilot's on-boarding engagement is to collect and implement the necessary information to configure the purchased Modules and their corresponding template variables. This engagement also includes the training of the software in accordance to the pricing table of this document.

Scope of Work

Work will include the modification of variables as specified on the **Service Order** under **Initial Templated Modules Selected from the GovPilot Catalog** on a per module basis with a maximum of 12 hours of configuration per module. While the variables we will modify differ on a per module basis, variables are generally inclusive but not limited to the following.

- Fees
- Licenses
- Permits
- Ordinances
- Pick-list Fields
- Employees
- Workflow Routing

Any additional work requested beyond the specified variables and the 12 hour time limit on a per module basis would be charged a professional services rate of **\$150/hour** pending customer approval.

Deliverables

GovPilot will deliver the following deliverables as part of your on-boarding:

- Selected Templated Modules from the GovPilot Catalog stated on the **Service Order** under **Initial Modules Selected** with fully implemented variables as provided by the Customer
- Live web training of the modules

Tasks and Responsibilities

Our ability to provide a successful on-boarding experience for our customers is a shared effort. It is crucial that all parties provide timely responses to any inquiries pertaining to the On-boarding.

Task	Responsibility
Provide Variable Gathering Tool(s) for completion	GovPilot
Completion of the Variable Gathering Tool	Villa Rica, GA
Host Review of Collected Variables with Customer	GovPilot
Responses to any additional follow ups for clarification of provided variable data	Villa Rica, GA
Delivery of Completed Modules	GovPilot
Host and Attendance of Training	Villa Rica, GA
Provide Live Web Training to Customer	GovPilot

Timeline for Completion of Work

Upon receipt and review of complete set of variable information collected from the customer, GovPilot's anticipated deployment time of a module is 45-60 days. GovPilot assumes a 24-48 hour response time from the customer upon any requests for clarification. Failure to respond in a timely response will result in a delay of your module deployment.

Data Import Restrictions

Please note that data will be imported **AS IS**. **All Data Imports for all modules are subject to a fee, no matter what contract package you are purchasing.** Any errors included in the data set will be compiled and provided back to the customer for correction. It is the responsibility of the customer to correct the data and resubmit it to GovPilot should they want it included in their data set. It is the customers responsibility to obtain their legacy data, GovPilot will not be communicating with third party software vendors on behalf of the customer nor obtaining access to third party software.

GovPilot will perform a maximum of two data imports per module. This requires the customer to provide data to GovPilot on two separate occasions. The first data import will be to validate and test the legacy data to ensure quality and accuracy during the onboarding process. The second and final data import will be performed the business day before the module is due to launch. In the event the customer is brining on legacy data after the module has launched the time and date of the second data import will be coordinated between GovPilot and the customer.

In the event the customer is providing the legacy data the business day the module is set to launch, GovPilot must receive the data at 3pm on the day prior to launch. Failure to provide data no later than 3pm EST will result in a rescheduling of your module launch date.

In the event the customer is negligent in not providing all data, or provides incorrect data, pertaining to a module resulting in more than 2 data imports, the customer will be charged \$250/hour for any subsequent time spent reimporting data after the second data import. In the event the customer requests more than two data imports they will be charges \$250/hour for any subsequent time spent after the second data import.

Such errors may include, but are not limited to:

- Incorrect data type for the field
 - E.g., Email addresses in phone number fields / symbols in text and or number fields
- **For importing of data that is property related.** If there is no existing block and lot or parcel ID to link the record to, those records will not be imported.
 - The client can update those unique parcel identifiers and provide back to GovPilot should they wish to have those records in the system.

Credit Card Vendor Integration - GovPilot is currently integrated with 11 credit card vendors. There is no additional charge to configure your modules to take credit card payment for any of the 11 listed. If you would like an integration with a vendor not on the list, there will be an additional cost of \$250/hour in order to perform that integration. GovPilot also reserves the right to refuse integration based on documentation provided by the third party credit card vendor, or length of time in order to complete the integration.

1. Authorize.net
 2. Municipay
 3. Xpress BillPay
 4. Network Merchants Inc (NMI)
 5. Heartland
 6. Payeezy
 7. Elavon
 8. The Satellite.Biz
 9. Value Payment Systems
 10. FIS Global
 11. CardX
-

Minimum & Recommended System Specifications

The following system specifications for desktop PCs & Laptops:

Minimum Specifications

- OS: Windows 10 32/64-bit.
- CPU: Intel Core i3.
- RAM: 8GB RAM.
- Monitor: 19-inch.
- Network: Broadband Internet connection 50mbps with Latency <10ms.
- Browser: Any supported browser (see supported browser list).

Recommended Specifications

- OS: Windows 10 64-bit or Windows 11 64-bit.
- CPU: Intel Core i5 or more.
- RAM: 16GB RAM or more.
- Monitor: 24-inch or more (preferred wide screen).
- Network: Broadband Internet connection 100mbps with Latency <10ms.
- Browser: Any supported browser (see supported browser list).

Minimum Specifications for Mobile tablets:

- OS: Latest stable version update
- CPU: 1GHz or more
- RAM: 4GB RAM.
- Monitor: 10-inch or more
- Network: Wi-fi or Cellular 4G or more.
- Browser: Any mobile browser (see supported browser list).

Browser	Desktop/Mobile Devices
MICROSOFT® INTERNET EXPLORER®	Not Supported
MICROSOFT® EDGE (NON-CHROMIUM)	Not Supported
MICROSOFT® EDGE CHROMIUM	Latest stable browser version supported
GOOGLE CHROME™	Latest stable browser version supported
MOZILLA® FIREFOX®	Latest stable browser version supported
APPLE® SAFARI®	Latest stable browser version supported

TIP: For optimum performance, we recommend that users devices adopt the Google Chrome™ or Microsoft® EDGE browser and machines with 8 GB of RAM, 64-bit OS, 21-inch monitor and minimum 50mbps network bandwidth.

Note that 32-bit systems are subject to memory limitations. To take full advantage of the added RAM, use 64-bit versions of both the OS and the browser.



**Building Better
Communities**

Subscription Quote

Created for Villa Rica

For:

Adam Dodd
Building Official
571 West Bankhead Highway
Villa Rica, Georgia 30180
adodd@villarica.gov

MyGov Contact:

Cameron Short
Account Executive
P.O. Box 646003
Dallas, TX 75264-6003
425-495-2977
cameron@mygov.us

Pricing

	Price	Quantity	
Module Setup Expand One time fee for this training	\$393.00	5	\$1,965.00
Module Setup Core One time fee for this training	\$1,179.00	4	\$4,716.00
Core - Code Enforcement Annual Subscription for this Module	\$6,552.00	1	\$6,552.00
Core - Business License Annual Subscription for this Module	\$6,552.00	1	\$6,552.00
Collaborator Portal Annual subscription for this module	\$0.00	1	\$0.00
Public Portal Annual subscription for this module	\$0.00	1	\$0.00
Request Manager Annual subscription for this module	\$0.00	1	\$0.00
MyGov University Annual subscription for this module	\$0.00	1	\$0.00
Online Training (\$562 per module) One time fee for this training	\$562.00	9	\$5,058.00
Expand - Lien and Collection Annual Subscription for this Module	\$3,276.00	1	\$3,276.00
Expand - GIS / Mapping Annual Subscription for this Module	\$3,276.00	1	\$3,276.00
Expand - Electronic Plan Review Annual Subscription for this Module	\$3,276.00	1	\$3,276.00
Expand - Asset Management Annual Subscription for this Module	\$3,276.00	1	\$3,276.00
Expand - Credential Manager Annual Subscription for this Module	\$3,276.00	1	\$3,276.00
Core - Work Orders Annual Subscription for this Module	\$6,552.00	1	\$6,552.00
Core - Permits Annual Subscription for this Module	\$6,552.00	1	\$6,552.00

\$54,327.00

Total of Annual & One-Time Fees \$54,327.00

**Villa Rica, GA**

571 West Bankhead Highway
Villa Rica, GA 30180

Quote created: February 22, 2023

Quote expires: April 23, 2023

Quote created by: Lance Widener

Regional Consultant

lance@eplansoft.com

+12705320149

Products & Services

Item & Description	Quantity	Unit Price	Discount	Total
goPost with Forms: Size Small no more than 5 portlets, no more than 50 forms	1	\$20,000.00 / year		\$20,000.00 / year for 1 year
e-PlanREVIEW (Full named License) Single Named User License	10	\$1,000.00 / year		\$10,000.00 / year for 1 year
Implementation Services Project Management, Training, Integration, Report Development, or other professional service needs	138	\$250.00		\$34,500.00

Subtotals

Annual subtotal	\$30,000.00
One-time subtotal	\$34,500.00
Total	\$64,500.00

Terms

- This Quote is governed by the e-PlanSoft Master Services Agreement.
- Subscription License fees are charged annually and include cloud hosting, feature releases, product updates, user documentation, telephone, email, and online support.
- Subscription License Fees are subject to an annual adjustment of 5%.
- Subscription fees and escalation rate can be adjusted based on multiyear term agreements and or pre-paid annual fees.
- Subscription fees are due at time of signing.
- Professional services fees due based on Payment Schedule contained in SOW
- Travel expenses & Per Diem billed at Cost.

Questions? Contact me



Lance Widener
Regional Consultant
lance@eplansoft.com
+12705320149

ePlanSoft
111 Pacifica
Suite 100
Irvine, CA 92618
United States

iWorQ Cost Proposal

City of Villa Rica	Population- 17873
571 W Bankhead Hwy Villa Rica, GA 30180	Prepared by: Nathan Romrell

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
Community Development Enterprise Package *Permit Management *Code Enforcement *Portal Home - Track contractors, inspections, property information - Track code violations, fees, and activities - Includes 3 scheduled reports - Unlimited reports and Ad-hoc reporting - Unlimited access to iWorQ's template library including 3 custom letters - Includes 3 customizable web forms - Premium Data (25MB Uploads & 100GB Storage) - Online Credit/debit card processing integrated with iWorQ. - Custom workflows with required stages - Notifications can be sent from GIS map inside iWorQ - GIS REST Services – iWorQ will publish your agency's WMS layers in iWorQ Community Development applications. - iWorQ will update property details weekly, annual fees are \$500 per layer (currently includes 2 layers) Note: If GIS configurations change, iWorQ will charge a minimum \$500 fee to accommodate new configuration adjustments (subject to additional hourly charges)	\$16,872.00 \$13,500.00	Annual
Permit Management - Planning and Zoning - Available on any computer, tablet, or mobile device using Chrome browser - Notifications can be sent from GIS map inside iWorQ - OpenStreetMap - Manage appeals, variances, plat applications, conditional use permits, etc. - Fee payments - Reporting - Quarterly parcel upload - Free forms, letters, and / or permits utilizing iWorQ's template library, and up to 3 custom letters / forms.	\$5,000.00 \$3,000.00	Annual
Business License Management -Available on any computer, tablet, mobile device using Chrome Browser -Quarterly Parcel Upload -License for Businesses -Renewal and invoicing capabilities for one owner to one property -Unlimited letters utilizing iWorQs template library, and up to 3 custom letters -Reminder letter generation	\$13,269.00 \$9,500.00	Annual
Facilities Management - Available on any computer, tablet, or mobile device - Track assets such as HVAC, plumbing, electrical, elevators, etc.	\$7,000.00	Annual

- Maintenance schedules - Inventory management - Configurable dashboard, fields, and reports		
Subscription Fee Total (This amount will be invoiced each year)	\$33,000.00	

One-Time Setup, GIS integration, and Data Conversion Fees

<u>Service(s)</u>	<u>Full Price Cost</u>	<u>Package Price</u>	<u>Billing</u>
One-Time Setup Total (This amount will be added year 1)	\$28,250.00	\$0.00	Year One

NOTES SERVICE(S) DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.

Proposal for Software and Services, Presented to...
City of Villa Rica, Carroll and Douglas Counties, GA

December 17, 2020

Quoted by: Kevin Schafer



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

Cost Summary

Applications and Annual Service Fee prices based on an approximate population of 16,058. Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count.

Applications

Community Development

Building Department .NET	\$10,620
Field Inspection .NET	\$4,460
Business License .NET	\$5,945

BS&A Online

Community Development <i>Permit Application Feature - Enables contractors and the general public to submit permit applications online (A fee of \$2/application is accumulated and billed to the municipality).</i>	\$6,690
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Subtotal **\$27,715**

Data Conversions/Database Setup

Convert existing Meritage data to BS&A format:

Building Department (Per Database)	\$9,030
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Database Setup:

Business Licensing (Manual Database Setup; Business Import)	\$1,500
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Subtotal **\$10,530**

No conversion or database setup to be performed for:

Field Inspection

Custom Import

Custom import from third-party software to populate Building Department database with parcels, properties, and current owners.	\$1,500
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Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$14,500

Implementation and Training

- \$1,000/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	1		\$1,000
Community Development Applications	Days:	33		\$33,000
	Total:	34	Subtotal	\$34,000



Cost Totals

Not including Annual Service Fees

Applications	\$27,715
Data Conversions/Database Setup	\$10,530
Custom Import	\$1,500
Project Management and Implementation Planning	\$14,500
Implementation and Training	\$34,000
Total Proposed	\$88,245
<i>Travel Expenses</i>	<i>\$19,700</i>

Payment Schedule

- 1st Payment: **\$25,030** to be invoiced upon execution of this agreement.
2nd Payment: **\$27,715** to be invoiced at start of training.
3rd Payment: **\$50,620** to be invoiced upon completion of training.





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Supervisory Leadership Training
AGENDA DATE: 3-17-2023

DATE PREPARED: 2-24-2023
PREPARED BY: Lena Taylor

AMOUNT: not to exceed \$18,500 (expense to be split between fiscal years 2023 and 2024)
GL ACCOUNT #: 1001540523700
FUNDING SOURCE: Education and Training
BUDGETED ITEM? Yes (current year portion)

PURPOSE: To approve Supervisory Leadership Training taught by Georgia Municipal Association (GMA)

BACKGROUND:

Training will include 30 directors, managers, and front-line supervisors over a nine-month period (April 2023-January 2024). The courses will focus on formulating and implementing effective leadership skills, developing the capabilities needed to increase work productivity, exploring ways to help decrease employee turnover, increase employee engagement, and create a strong and united workforce.

The course topics to be covered are:

1. Emotional Effective Leader
2. Roles of a Supervisor (MSC)
3. Supervisor Leadership (MSC)
4. Ethics (MSC)
5. Strategic Planning, Management, and Evaluation (MSC)
6. Organizing Your Work and Time (MSC)
7. Working with the Budget (MSC)
8. Team Building (MSC)
9. Communicating with (MSC)
10. Selecting, Onboarding, and Developing New Employees (MSC)
11. Accountability in the Workplace (MSC)
12. Evaluating Performance (MSC)
13. Motivating Employees (MSC)
14. Leading Change (MSC)
15. Workplace Safety, Security, and Wellness (MSC)
16. Quality Customer Service/Diversity, Equity, and Inclusion (GCS)

STAFF RECOMMENDATION: Approval.

IMPACT: Better communication amongst city employees top down and giving senior leadership the tools and resources to empower their teams.

MOTION: I move to approve the cost of Supervisory Leadership Training taught by GMA not to exceed \$18,500.

**AGREEMENT FOR GEORGIA MUNICIPAL ASSOCIATION, INC. TO PROVIDE
CONSULTING SERVICES FOR CITY OF VILLA RICA**

THIS AGREEMENT FOR CONSULTING SERVICES (“Agreement”) is made and entered into by and between CITY OF VILLA RICA, (“CITY”) and Georgia Municipal Association, Inc. ("GMA"), a private, nonprofit organization incorporated in the State of Georgia, located at 201 Pryor Street, S.W., Atlanta, Georgia, and is effective on the date when it is signed by both of them (the “Effective Date”).

RECITALS

WHEREAS, CITY has requested that GMA provide the services described in **Exhibit A**; and

WHEREAS, GMA and CITY (the "Parties") wish to enter into an Agreement pursuant to which GMA will provide the services described in **Exhibit A** ("Services") to CITY for the compensation set forth in **Exhibit A**.

WHEREAS, GMA may provide such Services directly or indirectly through a subcontracting arrangement;

THEREFORE, for and in consideration of the foregoing Recitals and the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GMA and CITY (each individually a "Party" and collectively the "Parties") agree to the Recitals above and as follows:

1. Definitions

“Confidential Information.” Confidential Information means all confidential and proprietary information of either party or any third party disclosed by one party to the other, which in the case of written information is marked “trade secret,” “confidential” or “proprietary”, and which in the case of information disclosed orally, is identified at the time of the disclosure as confidential or proprietary. All oral disclosures of Confidential Information to the other party will be summarized and confirmed as confidential or proprietary by the disclosing party in writing within ten (10) business days of the disclosure.

2. Services and Compensation

GMA will perform the services set forth in the attached **Exhibit A** for the compensation set forth in **Exhibit A**. **Exhibit A** is expressly incorporated in this Agreement as if fully restated. CITY shall facilitate GMAs delivery of the Services by providing to GMA any documents and information held by CITY that is necessary for GMAs performance of this agreement. The Services shall not include any legal or tax advice, and CITY shall not regard or treat the Services as containing any legal or tax advice.

3. Term

This Agreement shall start on the Effective Date and shall end one year after the effective date. If this Agreement has not been terminated and Services have not been completed or compensation has not been paid at the end of one year from the Effective Date, this Agreement shall automatically renew.

4. Ownership and Use of Work Product

CITY shall retain ownership of all data and materials, and the intellectual property rights in that data, provided to GMA by CITY or its representatives. GMA provides similar consulting services for other Eligible Governments, and all of them benefit by GMA's ability to re-use and repurpose its intellectual property when providing such services. Unless otherwise stated in **Exhibit A**, GMA retains ownership of any intellectual property it develops in the performance of consulting services ("Work Product") and grants CITY a permanent, non-exclusive license to use the Work Product for its intended purpose. CITY shall not reference or distribute the Work Product without prior written consent of GMA or as required by law.

5. Confidential Information and Sensitive Personally Identifiable Information

Each party must hold the other party's Confidential Information in confidence and use the same degree of care (but not less than reasonable care) to safeguard such Confidential Information as the party uses to protect its own Confidential Information.

These obligations do not apply to information which was in the recipient's rightful possession without an obligation of confidentiality before receipt from the disclosing party, or is or becomes a matter of public knowledge through no fault of the recipient, or is rightfully received by the recipient from a third party without a duty of confidentiality, or is independently developed by the recipient without reliance on the Confidential Information, or is disclosed under operation of law, or is disclosed by the disclosing party to third parties habitually without restriction on subsequent disclosure.

The Parties may use and disclose Confidential Information for the purposes of performing services under this Agreement, exercising rights under this Agreement, and associated recordkeeping.

If GMA must create or obtain sensitive, personally identifiable information such as social security numbers, account numbers or payment method information in order to perform Services, GMA shall protect such information in accordance with applicable law and GMA's applicable information privacy and security policies.

If either Party receives a request for disclosure of the other Party's Confidential Information or sensitive personally identifiable information pursuant to the Georgia Open Records Act (i.e., O.C.G.A. § 50-18-70, et. seq.) or other state or federal law, the recipient of the open records request shall inform the other Party immediately and may make only disclosures required by law.

6. Hold Harmless

Each party shall bear the responsibility for liability for negligence, errors or omissions of its own officers, agents, employees or subcontractors in carrying out this Agreement. To the extent permitted by law, CITY holds harmless GMA for liability for the negligence or willful misconduct of CITY, its officers, agents, employees or subcontractors arising out of this

Agreement. GMA holds harmless CITY for the negligence or willful misconduct of GMA, its officers, agents, employees or subcontractors arising out of this Agreement.

CITY acknowledges that visiting GMA/LGRMS Workers have no obligation to enforce CITY's safety policy or remind attendees of CITY's safety policy during the meeting.

GMA affirms that the GMA/LGRMS Worker will comply with CITY 's safety guidelines during the visit.

7. Limitation of Liability

Notwithstanding anything to the contrary in this Agreement, the Parties agree to the following limitation of liability. CITY agrees that the aggregate limit of liability of GMA for any claims or damages arising from the Services provided under this Agreement shall be an amount equal to the fees paid to GMA pursuant to this Agreement. In no event shall either party, or its employees, officers, subcontractors or agents, be liable to the other for any incidental, consequential, or special damages for actions or omissions in providing services or otherwise complying with this Agreement.

8. Independent Contractor Relationship

This Agreement does not create and shall not be construed to create an employee, representative, joint venture, or partnership relationship between the Parties. Neither Party is an agent of the other Party for any purpose except as expressly stated in **Exhibit A**.

At all times during the term of this Agreement, neither party will function as or represent itself to be the other party or its agent, and no officer, employee, or agent of one party shall hold himself or herself out to be an officer, employee, or agent of the other party. Notwithstanding the foregoing, GMA may serve as an agent of CITY to the extent set forth in **Exhibit A**.

9. Excused Performance

Neither GMA nor CITY shall be deemed to be in default of this Agreement or be liable for any delay or failure in performance, resulting directly or indirectly from any act of the elements, civil or military authority, civil disturbance, war, strike, fire, earthquake or other cause beyond its control. The time within which GMA is required to perform in accordance with the terms and conditions of this Agreement shall be extended for any delays caused in whole or in part by CITY, provided however, that GMA notifies CITY in writing within ten (10) business days of discovering such delays.

10. Termination

a) Termination by GMA.

Termination for Cause. GMA shall have the right to terminate this Agreement: if CITY fails to make any payment of undisputed amounts or commits any other material breach of this Agreement and fails to cure such breach within 30 days after receiving written notice of the failure or other material breach and GMA's intention to terminate the Agreement unless cured.

Termination for Convenience. GMA may terminate this Agreement for convenience as follows:

GMA may terminate this Agreement with 90 days written notice to CITY.

b) Termination by CITY.

Termination for Cause. CITY shall have the right to terminate this Agreement if GMA commits any material breach of this Agreement and fails to cure such breach within 30 days after receiving written notice of the material breach and CITY's intention to terminate the Agreement unless cured.

Termination for Convenience. CITY may terminate this Agreement for convenience as follows:

CITY may terminate this Agreement with 90 days written notice to GMA.

c) Effect of Termination.

Upon termination of this agreement, GMA shall be entitled to payment for services rendered to CITY pursuant to this Agreement through the effective date of the termination.

After submission of any documentation to CITY's as required by the agreement, GMA shall be entitled to reimbursement for any expenses incurred on behalf of CITY.

d) Survival. The terms of the following Sections shall survive any termination of this Agreement.

Ownership and Use of Work Product

Confidential Information

Hold Harmless

Limitation of Liability

Miscellaneous (Records Maintenance, Retention and Audit, Notices, Waiver and Severability, Governing Law, Dispute Resolution, No Third Party Beneficiaries)

11. Miscellaneous

a) Records Maintenance, Retention and Audit. GMA shall maintain all records pertaining to this Agreement for the later of three (3) years or the date set forth by the GMA Record Retention Policy. GMA's accounting procedures and practices shall conform to generally accepted accounting principles and the costs properly applicable to this Agreement shall be readily ascertainable from the records. Upon the request of GMA after reasonable notice to CITY, CITY shall make available to GMA such records as may be necessary to enable GMA to conduct an audit to assure that the appropriate fees have been paid to GMA.

b) Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party and any attempted assignment or delegation without such consent shall be void.

c) Subcontracting.

GMA may subcontract the performance of Services in whole or in part.

d) Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and permitted assigns of the

Parties.

- e) No other Agreement; Modification. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter and supersedes any prior negotiations, understandings or agreements with respect to the subject matter hereto. Except as expressly set forth herein, neither Party has made any statement, representation or warranty in connection herewith which has been relied upon by the other party or which acted as an inducement for the other Party to enter into this Agreement. This Agreement may only be modified by a writing signed by both Parties.
- f) Notices. All notices under this Agreement shall be in writing and shall be delivered (a) personally, with a copy by email; (b) by overnight courier, with a copy by email; or (c) by United States mail, registered or certified, return receipt requested, postage prepaid, with a copy by email to the address/s supplied below. Notices shall be deemed received on the date of personal delivery, the date of action receipt as indicated on the delivery invoice or return receipt or the date receipt is refused; whichever is earlier. Notices shall be sent to the parties at the addresses set forth below, or at such other addresses as the parties may provide in writing from time to time.

GMA:

Georgia Municipal Association, Inc.
c/o Ms. Pam Helton, Director of Member Services
201 Pryor Street, S.W.
Atlanta, Georgia 30303
phelton@gacities.com
678-686-6275

CITY:

City of Villa Rica
c/o Mrs. Lena Taylor, Human Resources Director
571 W. Bankhead Hwy
Villa Rica, Georgia 30180
ltaylor@villarica.gov
678-840-1223

- g) Waiver and Severability. The waiver of one breach or default under this Agreement will not constitute the waiver of any subsequent breach or default. Any provision of this Agreement held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Agreement will continue in full force and effect.
- h) Governing Law. This Agreement will be governed in all respects by the laws of the state of Georgia, without regard to any conflict of laws principles, decisional law, or statutory provision which would require or permit

application of another jurisdiction's substantive law. The Parties agree that the venue of any legal or equitable action that arises out of or relates to this Agreement shall be in the Superior Court of Fulton County.

i) Dispute Resolution.

- i. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between those who have authority to settle the controversy. Within ten (10) business days after receipt of the notice, the receiving Party shall submit to the other a written response. The notice and the response shall include (1) a statement of each Party's position and a summary of arguments supporting that position, and (2) the name and title of the person who will represent that Party and of any other person who will accompany that person. Within ten (10) business days after delivery of the disputing Party's notice, the representatives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored.
- ii. All negotiations pursuant to this clause will be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and the rules of evidence of the State of Georgia.

- j) No Third Party Beneficiaries. This Agreement is between GMA and CITY alone and neither intends there to be any third-party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services to CITY, GMA is not assuming any duty or obligation to any of CITY's residents, employees, vendors, clients, subcontractors or agents.

[Signatures on Page to Follow]

In witness whereof, the Parties have executed this Agreement and it is effective on the Effective Date.

Georgia Municipal Association, Inc. (GMA)

CITY OF VILLA RICA

By: Pam Helton

By: _____

Name: Pam Helton

Name: _____

Title: Director, Member Services

Title: _____

Date: February 14, 2023

Date: _____

APPROVED

By Ryan Bowersox at 6:06 pm, Feb 14, 2023

Exhibit A -Revised Services and Compensation

City of Villa Rica Supervisor Leadership Training

Scope of Work:

Georgia Cities Solutions (GCS), Equity and Inclusion Director, and GMA Member Services Consultants (MSC) will conduct Supervisory Leadership Training Classes for the City of Villa Rica supervisors and managers. Terrell Jacobs, GMA District 4 Representative, will be your point of contact.

- Training attendees will be selected and invited by the City of Villa Rica
- The dates of the classes will be every Wednesday of the month as agreed upon by GMA and the City of Villa Rica. It is estimated that it will take nine months to complete the classes based on the current schedule. The location of the classes will be in the City of Villa Rica.
- The maximum number of attendees will be 30 per session.
- Training sessions will be 6 hours of instruction and interactive activities, which include the following classes and facilitated by either GCS or MSC:

1. **Emotional Effective Leader (GCS)**
2. **Roles of a Supervisor (MSC)**
3. **Supervisor Leadership (MSC)**
4. **Ethics (MSC)**
5. **Strategic Planning, Management, and Evaluation (MSC)**
6. **Organizing Your Work and Time (MSC)**
7. **Working with the Budget (MSC)**
8. **Team Building (MSC)**
9. **Communicating with (MSC)**
10. **Selecting, Onboarding, and Developing New Employees (MSC)**
11. **Accountability in the Workplace (MSC)**
12. **Evaluating Performance MSC)**
13. **Motivating Employees MSC)**
14. **Leading Change (MSC)**
15. **Workplace Safety, Security, and Wellness (MSC)**
16. **Quality Customer Service/Diversity, Equity, and Inclusion (GCS)**

- Classes will begin at 9:00 a.m. and end by 4:00 p.m.
- GMA will provide the City of Vila Rica with an electronic copy of each class presentation in advance for printing and bringing to class.
- GMA will provide each attendee a hard copy of the ICMA “Effective Supervisory Practices.”
- GMA will provide a Certificate of Attendance to each participant at the end of each class.

COST Breakdown for Entire Training:

Georgia Cities Solutions Services:

The cost is \$3400 for the Emotional Effective Leader and Quality Customer Service/DEI sessions. The maximum class size is 30 participants. Mileage will be the 2023 IRS Rate.

Additional cost: \$175 (per person) for the Emotional Intelligence (EQ-i 2.0) leadership assessment, participant workbook, and free one-hour private/confidential coaching session outside the workshop to be schedule by instructor and the attendee.

Member Services Consultant Services:

The cost is \$1500 per learning session, \$10,500 for all 7 sessions to complete the book, plus mileage based on the 2023 IRS Rate and any accommodation needed for instructors traveling over 2 hours to the training site. Snacks, drinks, and lunch will be provided at cost to Villa Rica. The cost of the book for the class is \$55 per attendee.



GEORGIA MUNICIPAL ASSOCIATION
FEDERAL WORK AUTHORIZATION PROGRAM COMPLIANCE AFFIDAVIT

By executing this affidavit, the Georgia Municipal Association, Inc. ("GMA") verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that GMA, which is engaged in the physical performance of services in Georgia under a contract with the City of Villa Rica has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in

O.C.G.A. §13-10-91. Furthermore, GMA will continue to use the federal work authorization program throughout the contract period and will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). GMA hereby attests that its federal work authorization user identification number and date of authorization are as follows:

69371 September 7, 2022

Federal Work Authorization User Identification Number Date of Authorization

AGREEMENT FOR GEORGIA MUNICIPAL ASSOCIATION, INC. TO PROVIDE
CONSULTING SERVICES FOR CITY OF VILLA RICA

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____ 20____, in Atlanta (city), Georgia (state).

BY: GMA Authorized Officer or Agent

Date

Larry Hanson, Executive Director Printed
Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires:



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approve Consultant for Compensation Study
AGENDA DATE: 3-17-2023

DATE PREPARED: 3-2-2023
PREPARED BY: Lena Taylor

AMOUNT: \$35,000
GL ACCOUNT #: 100-1540-521200
FUNDING SOURCE: General Fund Operating – Human Resources
BUDGETED ITEM? Yes

PURPOSE: To approve Paypoint HR to serve as the consultant for a classification and compensation study.

BACKGROUND: Historically, compensation studies should be completed every three (3) years to consider internal and external equity and pay parity amongst key benchmarked areas and positions. Our last study was approved by the council on May 1, 2018, and implemented over the next three budget years. Since then, we have had record inflation, and have had to navigate through our recruitment and retention.

We posted a compensation study RFP on January 26, 2023, requiring the bidders to be able to perform the following scope of services:

1. Conduct a comprehensive benchmark market analysis of all City positions with comparable and surrounding (regional) jurisdictions, institutions of higher education, and applicable private/public sector competitors.
2. Identify potential pay compression issues and provide potential solutions.
3. Review existing position descriptions to ensure current and accurate Fair Labor Standards Act (FLSA) exemption status, essential functions, minimum qualifications for education and experience, required knowledge, skills, and abilities, special requirements, and physical and environmental conditions; Update the descriptions as needed.
4. Gain an understanding of the City's existing classification, grouped positions and compensation structure and revise where needed.
5. Review all background materials including, but not limited to, existing salary scale, organizational charts, classification specifications, etc.
6. Perform a pay compression analysis of all City positions.

We received bids from four (4) companies:

- Paypoint HR

- Bolton
- McGrath
- The Archer Company

Their management synopses, which covers the significant features of the proposal, are attached. The proposals were reviewed by the following committee: Sarah Andrews-Deputy City Manager, Tiffany Jenkins-HR Generalist, Jennifer Hallman-Finance Director and Lena Taylor-HR Director.

The committee reviewed and scored on the following: technical ability, past performance, financial, and management criteria. After careful review and score tabulation, the committee has selected Paypoint HR. In addition to the evaluation factors, Paypoint HR also emphasized the valuation and importance of employee input and engagement, which are growth opportunities that were identified in our Great Place to Work survey.

In short, with the materials provided by Paypoint HR, we feel they can complete our compensation study to the extent that is needed.

STAFF RECOMMENDATION: Approval.

IMPACT: A long-term utilization tool to address recruitment and retention.

MOTION: I move to approve Paypoint HR as the consultants for our Compensation study with the cost not to exceed \$35,000.



Compensation Study
City of Villa Rica, Georgia

February 13, 2023

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

Dear Sir or Madam,

Paypoint HR, LLC is pleased to present our response to the City of Villa Rica's RFP for a comprehensive Compensation Study. Paypoint HR has the staff and experience to serve the City and to fulfill all requirements in the RFP within the time period specified. We will conduct the prescribed internal and external compensation study, wage and benefit, and communicate the findings and our recommendations to all stakeholders. Excellence, fairness, clarity, and transparency will be the guiding principles we will utilize in this endeavor.

As an authorized signatory and project manager, Mrs. Karin Campbell will serve as the primary contact by and between Paypoint HR and your office. Mrs. Campbell's contact information is as follows:

Karin Campbell, SPHR, SHRM-SCP, IPMA-SCP
Paypoint HR, LLC
695 Santa Maria Lane
Davidsonville, MD 21035
E-Mail: Karin@PaypointHR.com
Telephone number: (443) 336-4272

If you have any questions, please feel free to contact us. Our response to this RFP is valid and binding for a period of ninety (90) days from the date and time of the bid opening. We look forward to working with the City on this important project.

Sincerely,



Karin VM Campbell

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Agents and Address

Karin Campbell and Dr. Rick Campbell are legally authorized to represent Paypoint HR and will serve as the main contacts for the project.

Project Manager – Primary Contact

Karin Campbell, SPHR, SHRM-SCP
695 Santa Maria Lane
Davidsonville, MD 21035
Karin@PaypointHR.com
(443) 336-4272

Technical Director – Secondary Contact

Dr. Rick Campbell, CCP
695 Santa Maria Lane
Davidsonville, MD 21035
Rick@PaypointHR.com
(540) 815-7837

Paypoint HR is an innovative, cost effective, and technologically advanced solution for the public sector's need to provide internally equitable and externally competitive pay plans. We are an independent Woman Owned Small Business (WOSB) and have been assisting the public sector achieve their pay plan objectives since 2012. Our firm is in Kitty Hawk, North Carolina and Davidsonville, Maryland, which is in close proximity to the United State Naval Academy in Annapolis, Maryland and Washington, DC.

Our overall approach to the field is unique. Our founding members hail from different practice areas related to classification and compensation. These specialty fields include organizational design, compliance, research analytics, business strategy, and human resources. The common denominator that brings us together is helping our clients recruit and retain quality employees. We do this by collaborating on each project to give our clients strategic recommendations for achieving their goals. We believe we are the only firm that brings together experts from multiple specialty areas to design custom classification and compensation plans that give our clients a competitive edge in the labor markets where they compete.

Our team includes recognized experts in human resource management and understands that while we follow established standards, there is not a "one size fits all" solution to compensation management. The way we look at data is more thorough than our competitors. While we use "standard" calculations for determining pay, we also create ad-hoc reports that meet specific Client needs. We help develop compliant job descriptions and pay plans based on the most current regulations. Clients benefit from the compliance review and appeals processes through a reduction in grievances and an improved sense of equity. Our recommendations take into consideration the business and operational side of organizations.

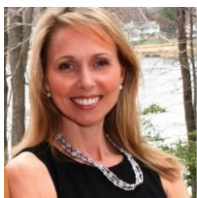
Paypoint HR's personnel bring several decades of experience of providing total compensation solutions to the public sector. In our response to the Statement of Work, we explain in detail our business history, people, and processes to show the level of resources we bring to the city. Paypoint HR has staff ready to be deployed for this project and has the resources to confidently provide the city with exceptional service.

We are members of WorldatWork and the Society for Human Resource Management. Our personnel keep abreast of new and emerging trends through continuing education in their respective fields and collaborate on each project to bring best practices to our recommendations. Our personnel are well respected and have served as speakers for industry associations, financial organizations, universities, and more. Our personnel are also members of industry organizations and serve on the Board for several groups. Typical studies incorporate a custom external market survey. We also have industry data readily available for use in our assessments. Information we have access to include the most recent survey reports conducted by industry associations, updates to regulations on a federal and state level, as well as latest trends and best practices. We anticipate the client's input on specific survey sources it would like us to use. We feel our expertise, processes, people, survey data library, and proprietary software distinguish Paypoint HR from other contractors and will help the client reach its project goals.

Our current workload allows us to commit the necessary staff members to the successful completion of the project. We welcome the active participation of the project team throughout the entire study but understand that they will be engaged with other priorities as well. Paypoint HR expects support from the client in communication with key staff, setting up meetings, providing meeting resources, as well as establishing reporting relationships, milestones, and timelines.

Resumes

Paypoint HR has the following senior staff ready to be deployed for this project and has the resources to confidently provide the city with exceptional service. They are listed below:



Karin Campbell, SPHR, SHRM-SCP, IPMA-SCP

Master of Business Administration, University of Texas
Bachelor of Science in Business Marketing, University of Maryland

Mrs. Karin Campbell has led Human Resource initiatives for more than 20 years. She has helped over 700+ employers and 15,000 employees with the development and delivery of customized HR solutions for employee management programs; conducting labor cost analysis of employee administration, benefits, retirement, workers' compensation, federal, state, and local taxes; budgeting for human capital including recruiting, onboarding, benefits, risk management, training, and compliance; and planning, design, and implementation of payroll administration; health, dental, vision, life, and AD&D insurance; and pension, as well as ancillary benefits within a limited timeframe to large workforces.

She has consulted with clients and their employees on complicated employment topics. Her responsibilities also include development and maintenance of compliance and risk management programs. She has taught OSHA compliance as an adjunct professor. Currently

she holds SPHR, SHRM-SCP, and IPMA-SCP designations and serves on the Board for the ASHRM chapter. Karin has a strong understanding of current trends in the benefits industry. Karin worked from 1995-2002 for HRLogic, Inc., a wholly owned subsidiary of Fidelity Investments. Most recently Karin owned her own HR firm, Alpine HR, from 2003 until 2012, when she sold her business. In 2013, Karin along with her husband, Rick, formed Paypoint HR, an HR consulting firm which specializes in employee compensation for both private and public-sector concerns.

Karin's expertise has been utilized in studies that involve:

- Employee Outreach – She has developed time tested approaches to gaining employee buy in through effective communication and involvement of staff at all levels. She has created formats for briefing sessions, and orientations that follow accepted industry protocol and considers both the qualitative and quantitative aspects of data collection. Her approach has allowed for better understanding of the nuances within organizations and uses it to formulate recommendations and overcome obstacles that positively impact acceptance.
- Policy Design and Implementation – She has created a process methodology for implementation of classification and compensation recommendations. The flow of the process lends itself to clear transfer of administration and maintenance from plan adoption through to long-term application.
- Communication Plans – She has led successful projects by creating communication plans with the input of each client to recognize project milestones and progress. She has created relationship reporting to ensure projects are completed on time and within budget.
- Business Strategy – She analyzes the strengths, weaknesses, opportunities, and threats faced by each client and the community they serve to incorporate resources into the final recommendations that maximize return. She has helped clients face challenges in gaining the financial commitment necessary to adopt and implement recommendations.



Dr. Rick Campbell

Ph.D. in Engineering Science and Mechanics, Penn State University
Bachelor of Science in Applied Mathematics, University of Virginia
Certified Compensation Professional (CCP), WorldatWork

Dr. Rick Campbell's extensive education and experience in the field of mathematics has enabled him to understand highly technical issues. Because he has managed both internal and external clients, he has developed the ability to take the most advanced problems and convert them into easily understood terms and processes. He has applied this experience to the field of compensation and classification for the past 10 years.

He has worked for NASA GSFC, GE Aircraft, and Lockheed Martin Space Systems among others. His roles included Team Lead, Project Manager and Principal Engineer.

Dr. Campbell holds 7 U.S. and international patents for his creative ideas on product and process improvement. Rick has experience with Lean Six Sigma for both service organizations and manufacturing organizations. He brings his unique skills to Paypoint HR to improve the accuracy of our research findings and recommendations.

Rick's knowledge heavily influences the following areas of the study:

- Performance Based Pay – He has built pay plans that incorporate performance metrics and translates them into fair pay based on relevant goals. His plans maintain objectivity and are multifaceted. He has established performance review processes and standards for merit-based compensation pay. He has converted organizations to pay-for-performance that desired merit-pay programs and were limited by existing policy and structures.
- Big Data and Research Analytics – He has worked on projects that have required large data sets and has created the format to collect and manage the data that maintains integrity and validity. He has engineered programs that are user friendly yet robust in their functionality and interpolates data into meaningful information to a granular level.
- Trends analysis – He has reviewed and analyzed data that look for patterns and correlation to determine if they are valid indicators for comparison. He has looked at causality and correlation links to consider potential for predictability.
- Study Validity – He has determined appropriate metrics for comparison in the selection of comparator organizations and benchmark positions to ensure relevancy of findings.
- Financial Impact – He has applied both short-term and long-term implications of recommendations for clients to assist in the ability to project necessary funding and revenue sources.

Recent Studies

Organization	Project Title and Service Dates
City of Aberdeen, Maryland	Classification, Compensation and Benefits Study 2019 – 2021
City of Bath, Maine	Compensation Study 2021 – 2022
Town of Berlin, Maryland	Wage Compensation and Classification Study 2022 – 2023
Belknap County, New Hampshire	Pay and Classification Audit – Consultation Services 2021 – 2022

City of Bethlehem, Pennsylvania	Classification and Compensation Survey 2017 - 2018
Bureau County, Illinois	Compensation Plan Study 2019 - 2020
Caroline County Public Schools, Virginia	Classification and Compensation Study 2022 - 2023
Center School District, Missouri	Job Description, Legal Compliance, and Strategic Compensation Design 2018 - 2019
Charter Township of Shelby, Michigan	Job Analysis and Compensation Study 2016 - 2017
City of Claremont, New Hampshire	Pay and Classification Study Update 2019 - 2020
City of Columbia, Missouri	Classification and Compensation Data Consultation Services 2018 - 2022
City of Cottage Grove, Minnesota	Position Classification and Compensation System 2020 - 2023
City of Dover, New Hampshire	Classification and Compensation Study 2019 - 2020
Durham Public Schools, North Carolina	Compensation and Market Comparability Study 2016 - 2017
Elko County, Nevada	Compensation and Classification Study 2019 - 2021
Town of Farmville, Virginia	Classification and Compensation Plan Study 2019 - 2020
City of Fort Morgan, Colorado	Compensation Study & Analysis 2022 - 2023
City of Fort Walton Beach, Florida	Pay and Classification Study 2018 - 2019
Fredericksburg City Public Schools, Virginia	Classification and Compensation Study 2022
Town of Front Royal, Virginia	Compensation and Classification Study 2016 - 2018; 2022
Garrett College, Maryland	Job Classification and Compensation Study 2018 - 2019

Gratiot County, Michigan	Classification and Compensation Study 2022 - 2023
City of Glenpool, Oklahoma	Compensation Study 2017 - 2018
City of Jacksonville, Texas	Compensation and Classification Study 2021 - 2022
Kent County, Delaware	Compensation & Classification Study 2022 - 2023
King George County, Virginia	Compensation Study Services 2023
Knox County, Illinois	Classification & Compensation Study 2019 - 2022
Town of La Plata, Maryland	Organizational Design Study 2021 Classification and Compensation Study 2022
City of Lake City, Florida	Classification and Compensation Study 2022
City of Lake Dallas, Texas	Employee Compensation Study 2020
City of Largo, Florida	Compensation & Classification Study 2019 - 2020, 2022
City of Leander, Texas	Citywide Compensation Study 2022
City of Lebanon, Missouri	Compensation Philosophy and Study 2018 - 2019
City of Marion, Iowa	Compensation and Classification Study 2019 - 2020
Mid-America Regional Council, Missouri	Pay Plan Study Consultation Services 2016, 2022
City of Milford, Delaware	Job Classification and Compensation Study 2017
Millard County, Utah	Salary Survey and Compensation Analysis Services 2021 - 2022

City of Nixa, Missouri	Employee Compensation, Benefits and Classification Consulting Services 2018 - 2019
Northampton County Schools, Virginia	Compensation, Organizational, and Staffing Level Study 2017 - 2018
Oklahoma City Zoological Trust, Oklahoma	Compensation and Classification Assessment 2018 - 2019
Otero County, New Mexico	Wage & Compensation Study 2019 - 2020
Prince George's County Memorial Library System, Maryland	Comprehensive Classification and Compensation Study 2017 - 2018
City of Raytown, Missouri	Compensation and Classification Plan 2021 - 2022
Richmond Metropolitan Transportation Authority, Virginia	Compensation Consultant 2018 - 2019
Rockingham County, New Hampshire	Pay and Classification Audit 2021
Rockingham County, Virginia	Employee Compensation and Classification Study 2017 - 2018
City of South Portland, Maine	Compensation Plan Study 2019 - 2020
City of Stuart, Florida	Classification and Compensation Study 2019
Warren County, Virginia	Classification and Compensation Study 2018 - 2019
Warren County Public Schools, Virginia	Classification and Compensation Study 2018 - 2019
City of Waynesboro, Virginia	Comprehensive Classification and Compensation Study 2019 - 2020
Town of Warrenton, Virginia	Classification and Compensation Study 2022 - 2023 Organizational & Staffing Study 2022 - 2023

Statement of Methods and Procedures

Assessment of Needs

Paypoint HR has done a preliminary review of possible hurdles specific to the city of Villa Rica's ability to attract, motivate, and retain employees. Furthermore, our project history has familiarized us with projects similar in size, scope, and services. You can feel confident our approach is time tested.

Our understanding of the project is that Villa Rica is a full-service city that provides both its residents and tourists with a full range of municipal services including but not limited to police, public works, and parks, recreation, and leisure. The city desires to update their current compensation plan in order to keep up with current compensation practices. The purpose is to attract and retain a high performing and engaged workforce that will continue providing excellent service to those who live in the city.

Possible Challenges

Paypoint HR found the following issues as possible sources of challenges:

- Increase in community demands and expectations for service offerings paired with limited resources to quickly adapt,
- Difficulty recruiting qualified individuals for certain positions,
- Job roles have changed due to changing technology, increased regulations, etc.,
- Increasing cost of employee benefits,
- Pay compression, external inequity, and perception of internal inequities, and
- A highly competitive labor market with other public and private employers in the region competing for the same labor force.

These obstacles are independently problematic and collectively require a change from a tactical management style to a strategic management philosophy. We believe developing a long-term strategy for recruiting and retaining employees is the true intent of this RFP. Paypoint HR understands we will be working with an appointed team leader, key leadership staff, and stakeholders (Project Team) to validate the scope of services, methodology, timelines, and other deliverables. We anticipate several virtual meetings, but we remain flexible to meet your needs. We are planning that meetings will be used to kick-off the project, employee briefing sessions, and presentation of the findings of the study.

Methodology

Our methodology is comprehensive and encompasses all of the requirements specified in the RFP. Phase 1 focuses on the Classification/Internal Components. Phase 2 focuses on the Compensation/External Component. The standard methodology we will use to conduct both phases of the study is laid out in the flowchart and delineated below.

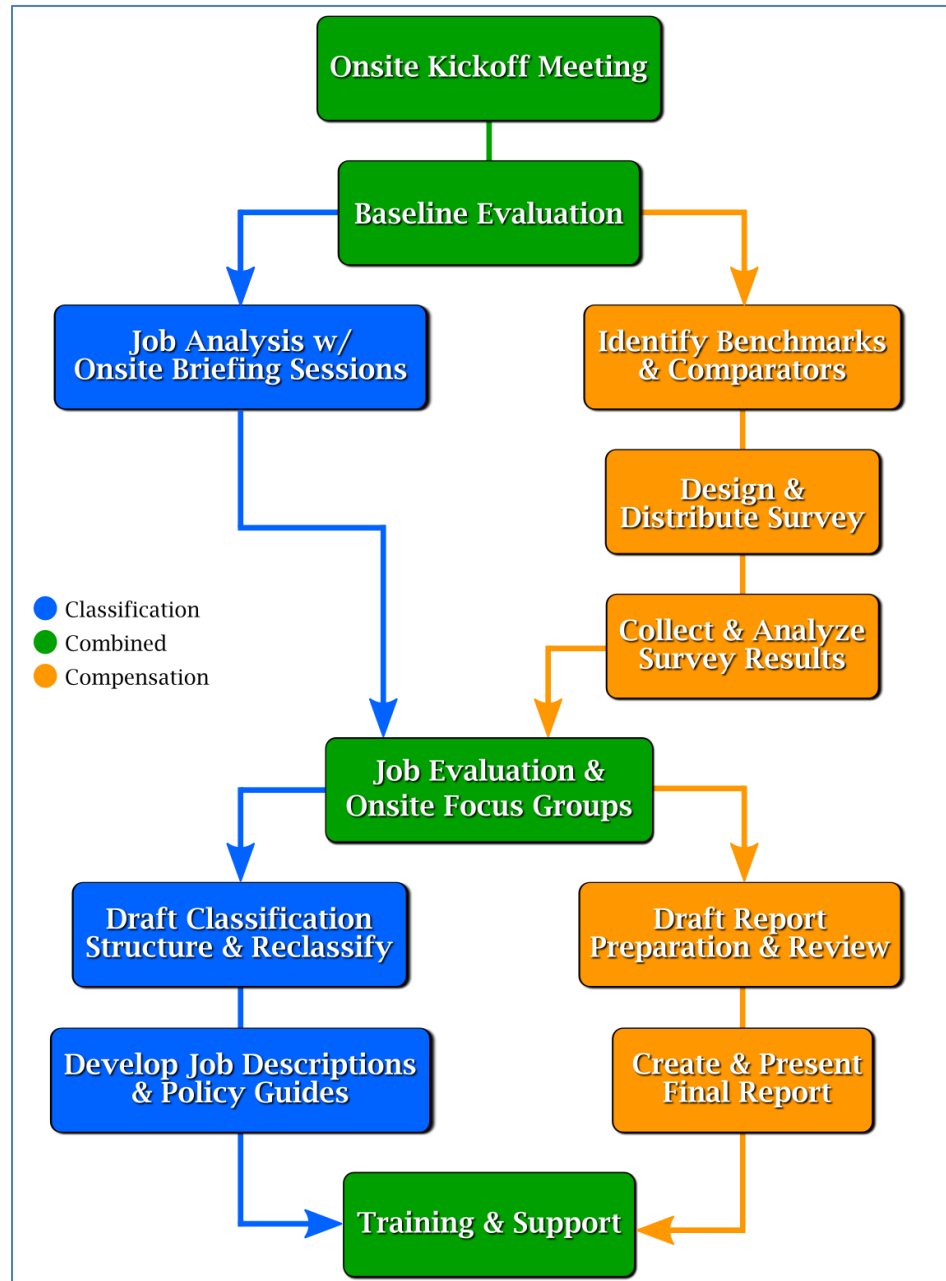


Figure 1 - Process Flow Chart

Paypoint HR plans to conduct the internal equity portion of the study prior to the external portion of the study though some activities will be conducted simultaneously. The reasons for this include:

- Job titles and job descriptions are, in the minds of the employees and their supervisors, inextricably associated with the “worth of the work” or pay. Compensation is often a highly emotional issue. By separating the two phases of the study, even though elements of the phases may be conducted concurrently, it gives us two separate yardsticks of measure.
- The compensation review will be completed when there is a full understanding of the scope of work, thereby ensuring that the data developed from the labor market and client’s classifications are correct.

Paypoint HR uses an expectation of excellence philosophy when approaching our projects. Based on the size and scope of each project, we determine the most effective utilization of resources and build our project team. We use secure, effective communication tools to safely and transparently share information. This approach tends to take a people-centric perspective, implementing short phases or steps that rely on ongoing feedback. This continuously reshapes and refines the project path. The methodology has proven successful over time and frees teams from using a cookie cutter approach to designing a custom work product. As a consequence, we are able to offer faster turnaround and the dynamic ability to quickly adapt to changes.

Phase 1 – Classification/Competencies Component

- A. Project Start and Initial Meetings
- B. Baseline Data Collection and Initial Analysis
- C. Job Analysis Collection and Completion & Focus Groups
- D. Job Evaluation and Classification Development
- E. Draft Job Descriptions and Policy Guides
- F. Develop Guide for Implementation of Changes and Draft Interim Report

Phase 2 – Compensation Component

- A. Identify Benchmark Positions and External Survey Comparator List
- B. Design and Distribute Survey
- C. Collect and Analyze Survey Data
- D. Internal Relationship Analysis and Alignment
- E. Preparation of Draft Report
- F. Deliver Final Report and Deliverables for Implementation

We will look at both qualitative data and quantitative data throughout both the classification and compensation portions study. The purpose of statistical data allows us to capture a snapshot of the existing plan and create baselines on the existing plan. This gives us a starting point to uncover areas of possible review and revision recommendations.

Phase 1 Classification/Competencies Component

This phase of the assignment will result in the study of all classes that includes the comparison of classes within series and to other occupational levels within the organization. Study tasks include: project initiation and orientation, employee orientations, creation of custom survey websites for employees and managers, completion of Position Vantage Point by employees, desk audits by managers and/or Human Resources, and interviews with employees/focus groups. The cumulative information gathered will culminate in the preparation of revised or new class specifications, and a review process for all employees included in the scope of the study.

Task 1A – Project Start

The project initiation phase encompasses all the steps required to initiate the project. This task includes the following activities:

Kick-Off Activities

- Request pertinent materials prior to the project initiation meeting so that Paypoint HR has an understanding of the scope of the study, an understanding of the client's current classifications, and is prepared to seek further relevant information during the initial meetings.
- Obtain relevant information and statistical/anecdotal data on specific compensation issues and policies. Obtain insight into perceived current compensation system strengths and weaknesses. Identify current incumbents and gather any other documentation to gain better understanding of the client's operations.
- Meet Human Resources Director to discuss project context and methodology, determine reporting relationships, and clarify project understanding and Milestones to create the Communication Plan.
- Reach an agreement on a schedule for the project including all assignments and project milestones/deliverables and deadlines for completion of the assignment.
- Establish an agreeable communication schedule while identifying potential challenges and opportunities for the study.
- Schedule employee Kick-Off briefing sessions.
- Create an Executive Announcement Letter for distribution to staff.
- Initial review of relevant materials, including: (a) any previous projects, research, evaluations, or other studies that may be helpful to this project; (b) organizational charts for departments and divisions along with related job descriptions; (c) current position and classification descriptions, salary schedules, salary ranges, pay scales, payroll reports, and classification systems; (d) strategic business plans and budgets; (e) personnel policies and procedures; and (f) evaluation criteria.
- Discuss the Client's strategic direction and the short-term and long-term priorities.
- Review any data provided by the Client that may provide additional relevant insight.
- Review internal career ladders in order to identify needs, make recommendations, and keep positions competitive in the market.
- Maintain open lines of communication.

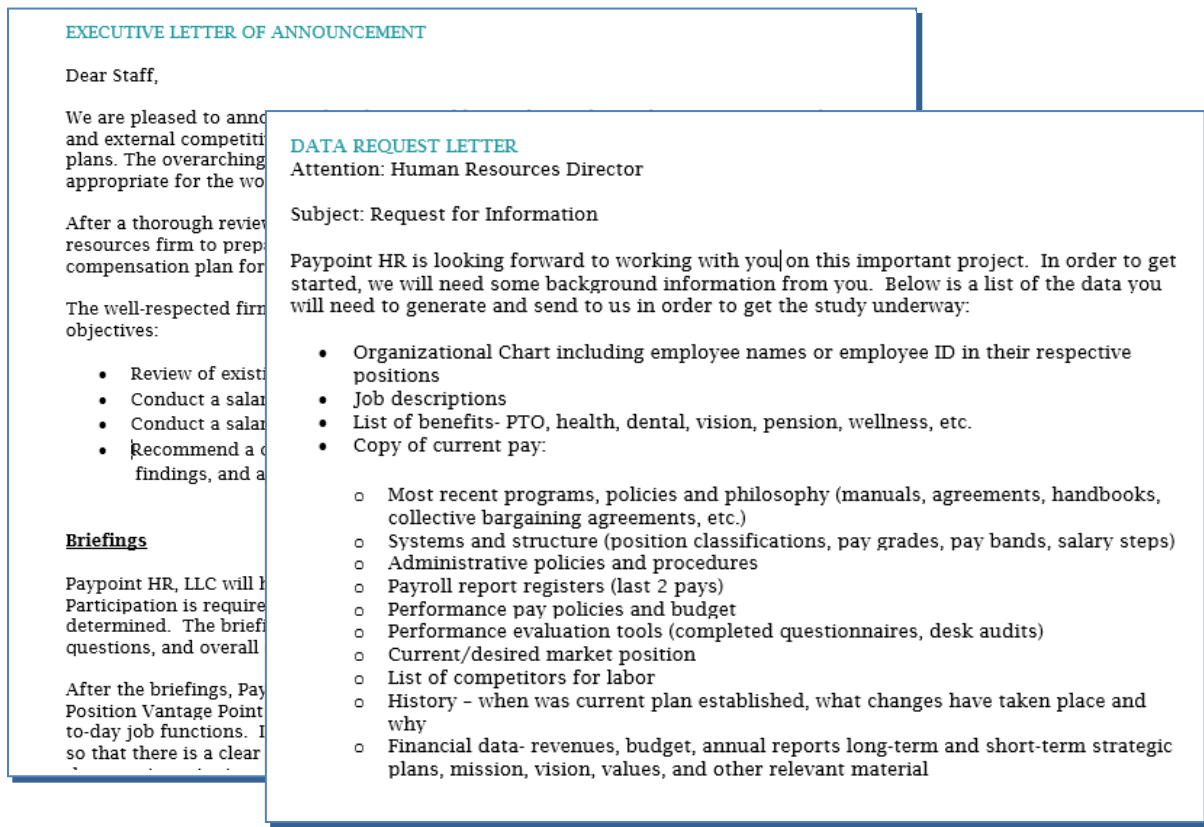


Figure 2 - Sample Letter Templates

Task 1B – Baseline Evaluation

Paypoint HR will incorporate the accumulated knowledge and understanding of the project gathered at this point into a main client file. Data will be collected throughout the project and will be housed in this central location. The Baseline Evaluation Task evaluates the current system as outlined and includes the following activities:

- Conduct a comprehensive preliminary evaluation of the client's existing position review process. Conduct any necessary question and answer sessions. Develop an accurate database of client's employees for study and review data as well as career ladders. Understand the client's approach to compensation and overall philosophy on attracting and retaining competent staff.
- Review the existing pay structure and processes to look for potential problems to be resolved. Determine the strengths and weaknesses of the current pay plan(s).
- Complete an assessment of the current conditions that details the pros and cons of the current system as well as highlights areas for potential improvement in the final adopted solution.

- Conduct a thorough review of all background materials related to the client's classification system. Review information from the department head as well as incumbents. Conduct interviews as appropriate.
- Document accepted compensation and classification philosophy and budgets based on input from the Study Project Leaders and other key staff.
- Gain understanding of employee recruiting and retention processes to uncover challenges in the local labor market and provide guidance on market positioning strategies.
- Once a baseline is determined, establish the client's current position as compared to the local market using sources of data preferred by the client as well as Paypoint HR's resource library for consideration.
- Look at goals for recruiting and retention with regards to sustainable budget amounts that will support recommendations on market position strategy.
- Consider both current and anticipated information technology programs, software and staffing levels to support, implement, administer, and maintain the recommendations given to the client by Paypoint HR.

Current Grade	#	# near Min	% near Min	# near Max	% near Max
9	7	5	71%	1	14%
10	2	1	50%	0	0%
11	8	5	63%	0	0%
12	13	5	38%	2	15%
13	8	2	25%	1	13%
14	7	1	14%	3	43%
15	8	3	38%	0	0%
16	15	2	13%	2	13%
17	5	2	40%	0	0%
18	8	0	0%	4	50%

Figure 3 – Sample Baseline Evaluation

Task 1C – Job Analysis Collection and Completion

The job analysis portion of the study includes employee outreach. We find that by having employee involvement, your staff will feel more valued. By gaining insight from employees about their position and the overall pay structure, in their own words, the study deliverables will be more relevant and as a result, employees will be more inclined to accept recommendations.

During this stage in the process, the following milestones will be met:

- Conduct employee briefing sessions to review the role of employees, the role of supervisors, the scope of work to be covered by the study and to explain how to complete the job analysis questionnaire (Position Vantage Point, or PVP.) It is communicated to employees that this process is not a performance review, but rather an identification of what should be required for new employees.
- Employees will be given a period of time to complete the PVP, usually 10 – 14 days. Employees are encouraged to retain a copy of their responses for their records.
- Completed surveys are given to department heads for their review and input. Front line supervisors often work in collaboration with department heads during this process. Typically, this process takes 7 – 10 days.
- Department heads turn in the reviewed PVPs to Human Resources for any further input with the final product then provided to Paypoint HR for analysis.

Task 1D – Job Evaluation and Classification Development

Task 1D of the project acknowledges the job analysis information and supporting material. The city may have Paypoint HR utilize an existing classification method or choose to utilize Paypoint HR's Compensable Factor System (CFS). Once the job analysis PVP is distributed, Paypoint HR will:

- Facilitate collection of job descriptions, desk audits, and supporting materials from the Study Project Leaders or designated Human Resource department contact. The job descriptions, audits, and supporting reports will be reviewed and analyzed in detail along with other documentation to obtain an understanding of the duties and responsibilities assigned to each position.
- Identify the classification of existing positions utilizing the existing job evaluation system, review jobs, and characterize the internal equity relationships within the organization.
- Review all class specifications with the Study Project Leaders. Review each classification and score the classification using a point factor system or the system that the client has in place. Include an evaluation of results.
- Develop preliminary recommendations for the classification structure. The classification system designed at this point will be based solely on internal equity relationships and will be guided by scores for each classification. Essentially, a structure of classifications will be reviewed and classifications with similar scoring would be grouped into pay grades. The final decision on the minimums and maximums of the pay grades will be determined after the market data has been collected.

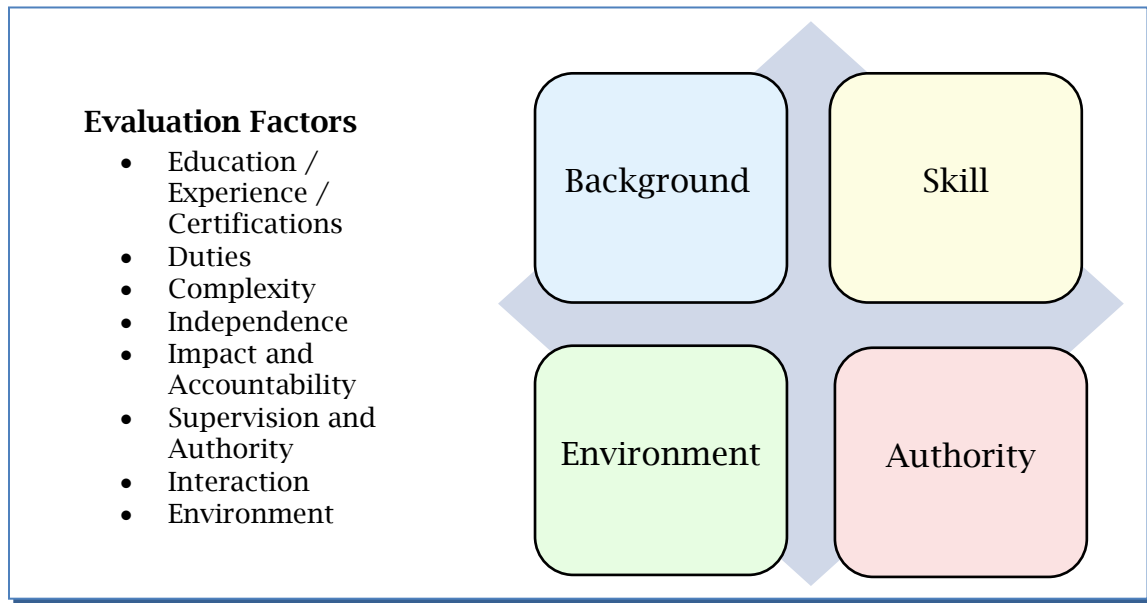


Figure 4 - Position Evaluation Factors (Example)

Prior to developing detailed class descriptions, our job evaluation will result in a classification plan concept and employee allocation discussion with the Project Team. We recognize the city will have its own factors to determine hierarchy. We will compare changes in business needs and operations, as well as any reorganization, with the established classification system and job families, as well as review internal relationships between classifications.

Our job evaluation method involves a quantitative approach. The whole position classification methodology examines your current evaluation criteria and augments it with other factors as needed. Our analysis will include our assessment methodology. We will list broad class concepts and highlight where significant changes may be recommended, such as, expanding or collapsing class series in the same functional area and/or separating or combining classifications assigned to different functional areas. We will review and analyze current classification series, the number of classifications and classification levels, and job families. We will also review and update established titling guidelines for the studied classifications for appropriate and consistent titling.

A detailed, incumbent-specific allocation list for each position included in the study will be prepared, specifying current and proposed classification title and the impact of our recommendations (reclassification upgrade or downgrade, title change, or no change). After we have completed this process, a meeting will be arranged to review any recommended changes to the classification plan with the Study Project Leaders.

After preliminary approval of the class concepts and allocation lists, recommendations for new and/or updated class descriptions will be developed for each proposed classification following the format approved by the client.

From the review of the PVPs, desk audit reports and any interviews, we will update duties, responsibilities, and minimum qualifications of each class specification, as necessary, or develop new class specifications if duties, responsibilities, and minimum qualifications have changed significantly. We will recommend new classification/class levels and/or operational changes, business needs, and any reorganizations that require new classifications. Analysis of FLSA, EEO, and ADA requirements will also be analyzed for compliance.

Index of Current to Recommend Job Classes

Current Job Class	New Job Class	Trans Code
Superintendent of Printing	Printing Supervisor	T
Support Services Project Manager	Delete	D
Survey Party Chief	Survey Party Chief	N
Surveyor I	Surveyor	M,D
Surveyor II	Surveyor	S,N
	Utility Locator	J
Switchboard Operator	Clerical Assistant	M,D
Systems Analyst	Systems Analyst	N
Transaction Codes		
M – Merge into Other Class	S – Split into Two or More Classes	
T – Title Modification	N – No Change	
D – Delete Class Title	J – New Job Class	

Figure 5 - Sample Index of Current to Recommended Classes

The Index of Current to Recommended Job Classes is an alphabetical listing of all job classes currently used by the client and the recommended disposition of each of those job classes and titles. Current data is from the payroll, class specifications, and/or job descriptions, classification plan, and PVPs. New data includes job class title and transaction codes.

Task 1E – Draft of Job Descriptions and Policy Guides

Task E of the project will draft a job class classification and allow for review by the city. This task includes the following activities, principally for new job titles and those that have substantially changed, namely:

- A draft copy of the revised/new class description with an allocation recommendation will be submitted to the Project Leaders.
- Department Heads and managers will receive a copy of their employees' draft job descriptions and will be asked to review their comments and feedback to verify and concur with the information provided.
- Subsequently each manager, supervisor, and employee will be given an opportunity to provide comments and concerns regarding any modifications to the classification structure and specifications.
- Our experience has been that this is one of the most critical phases of the project (but also one of the most time-consuming).
- Our proactive and effective communication process at this crossroad has always avoided formal appeals, adversarial meetings, or major conflicts after the study.
- Paypoint HR will provide a format for the client to show each employee whose position was studied, and how their position is being affected.
- The form will have two options for the employee's signature: one line is reserved for employees who have read and agree with their draft job description; the other line is reserved for employees who have read the draft class description and disagree with certain parts, want to make changes, want to add or delete information, or have general questions about the description and/or the process.

Task 1F – Develop Guide for Implementation of Changes and Draft Interim Report

A Draft Interim Report of the Classification Study will be completed and submitted to the client for review and comment. The report will contain:

- A recommended classification plan;
- A classification implementation and maintenance manual, including documentation regarding study goals and objectives, classification methodology, approach, and process, as well as analysis and resulting recommendations;
- The recommended allocation list, and classification title changes; and
- Classification concepts and guidelines, as well as distinguishing characteristics and other pertinent information for implementation and continued maintenance of the pay plan.

Once we have received the city's comments regarding the Draft Interim Report and have made any necessary changes, a Final Classification Report will be developed that is compliant with State and Federal Regulations.

Phase 2 Compensation Component

This Section of the study will result in the development of labor market survey parameters and the collection and evaluation of labor market survey data. The findings from the compensation component will be reviewed and analyzed to look for areas of possible improvement. Paypoint HR will create a pay structure that meets the city's objectives. We will give the city perspective on the economic impact adoption of the recommendations will have on the city. This will make the factors for implementation clear and help anticipate needed steps to meet the overall goals.

Task 2A – Identify Benchmark Positions and External Survey Comparator List

Task 2A of the compensation portion of the study will include identifying benchmark job positions and identifying a mutually agreed upon list of external comparators to be included in the external survey. In order to complete this, the following steps will be taken:

- Involving the Study Project Leaders and stakeholders as appropriate, in the decision-making process.
- Agreement on which agencies are included *PRIOR* to beginning the study. Our experience has shown that this is the most advantageous approach.
- Conducting a thorough review of all materials to date including: employee database, classification listing, interviews, compensation review, and meetings with the Project Management Team. This will be closely followed by an exploration of the Project Team's overall strategic compensation vision.
- Thoroughly reviewing the various components of existing compensation plans and policies as well as the regulatory environment surrounding compensation.
- Identifying highly competitive positions within the organization and customizing the survey where appropriate.
- Reviewing and discussing how a compensation program might be designed to support the organization's business strategy and organizational objectives.
- Confirming and discussing the Project Team's preferred percentile placement within the market place.
- Acknowledging the organization's policy with respect to internal pay equity and employee perceptions of fairness.
- Addressing the Project Team's philosophy with respect to employee retention including the role compensation plays in retention issues.
- Reviewing the Project Team's philosophy with respect to fiscal sensitivity and flexibility.

"Benchmark classes" are normally chosen to reflect a broad spectrum of class levels. The positions that are selected normally include classes that are most likely to be found in other similar agencies and will therefore provide a sufficient and valid sample for analysis.

Benchmark positions should encompass the entire range of positions from the beginning of the pay ranges to the end. There should be a number of positions equally interspersed among the pay scale. Positions that have been difficult to attract and retain excellent

employees should be included. Paypoint HR will offer information and examples for the Project Leaders to consider and which will provide a measurable, rational, fact-based methodology to determine the relative job worth within the organization (as required by the EEOC).

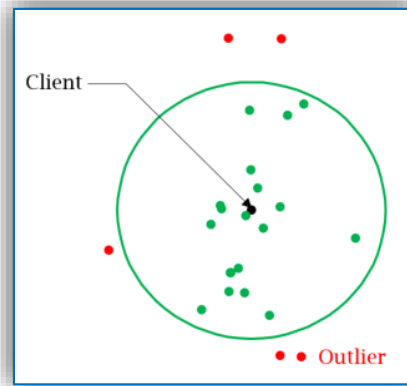


Figure 6 - Illustration of Economic Variance Using the Client as the Baseline

Paypoint HR will conduct an economic analysis of regional organizations to identify a preliminary unbiased list of appropriate comparators. The purpose of this step is to ensure the worthiness and legitimacy of using these organizations to develop recommendations. This adds validity to the findings and yields defensible results. We will keep in mind the Project Team's criteria on such factors as degree of competition for obtaining and retaining candidates for high quality staff, their location in the city's traditional recruitment areas, and their level of service. Paypoint HR uses objective parameters to determine the legitimacy of findings. Below is a list of possible criteria to consider when selecting organizations to be sampled:

Sample List of Selection Criteria

Median Housing Price	Unemployment Rate
Median Household Income	Labor Force Participation Rate
Cost of Living Adjustment	Proximity
Population	

Each organization considered is given a variance score related to data points and an aggregate variance score is created. This will help identify the organizations whose results will provide validity to the study. Upon identifying benchmark positions and the selected comparators, Paypoint HR will then create the document for surveying the selected organizations and conduct the external survey.

Task 2B – Design and Distribute Survey

In Task 2B of the study, it is anticipated that the creation and distribution of the external survey will take place. This analysis will include a detailed concise presentation of data to be collected. The survey will include job titles along with a brief summary of each position. This approach allows respondents to compare job description to job description and not just job titles, therefore ensuring true "matches" from the survey respondents.

Paypoint HR will send the survey to all comparators and if necessary, complete Freedom of Information Act (FOIA) requests. We conduct all of the survey distribution, data collection, and analysis ourselves to ensure validity of the data and to enforce quality control. While there is an industry standard of 5-15% response rate for surveys, Paypoint HR typically receives 25-40% response rates. While the surveys are out for distribution, Paypoint HR will further examine the existing compensation environment to establish a baseline and keep in contact with the Project Team.

Task 2C – Collect and Analyze Survey Data

Client's Job Title	Client's Job Summary	Match	Min	Mid	Max
Accounting Technician	Performs intermediate technical and clerical work involving the preparation and/or maintenance of fiscal or related records; does related work as required.	Exact Match - 100%	\$15.61	\$18.53	\$26.07
Administrative Assistant	Performs difficult skilled clerical work providing a variety of administrative, secretarial and record keeping duties; does related work as required.	Very Good Match - 75%	\$14.15	\$18.72	\$23.64
Benefit Programs Specialist I	Determines eligibility and re-determination of eligibility of individuals and families for financial assistance, food stamps, medical assistance, and other social services' benefit programs. Entry level.	Exact Match - 100%	\$19.92	\$19.95	\$33.26
Building Inspector	Performs intermediate technical work in the inspection of all phases of building plans and construction.	Exact Match - 100%	\$18.08	\$26.72	\$30.20
Chief Deputy Treasurer	Performs difficult technical and administrative work assisting in the operation of the Treasurer's Office; does related work as required.	Exact Match - 100%	\$35.77	\$45.37	\$59.74
Communications Officer	Performs intermediate skilled clerical work dispatching law enforcement, fire, rescue and other equipment and personnel usually in response to emergency situations; does related work as required.	Very Good Match - 75%	\$18.06	\$20.32	\$30.16
Communications Supervisor	Performs difficult technical work overseeing and participating in dispatching law enforcement, fire and rescue equipment and personnel to emergency and non emergency requests for service.	Very Good Match - 75%	\$20.95	\$25.92	\$34.99

Figure 7 – Sample of Job Summaries in External Survey

Following the distribution of the surveys, Paypoint HR will collect the data and conduct an in-depth review of the survey results with the Study Project Leaders, as appropriate. The purpose of this review is to identify any additional information needed or areas that require

further analysis. Paypoint HR will examine salary spread for all grades, ladders between grades, and identify the possibility of positions being compensated differently than intended from the existing plan. We will examine the distribution of employee salaries to highlight challenges and conduct an analysis of wage compression using Paypoint HR's proprietary statistical processes, if requested. Positions that contribute to compression are specifically identified for adjustment.

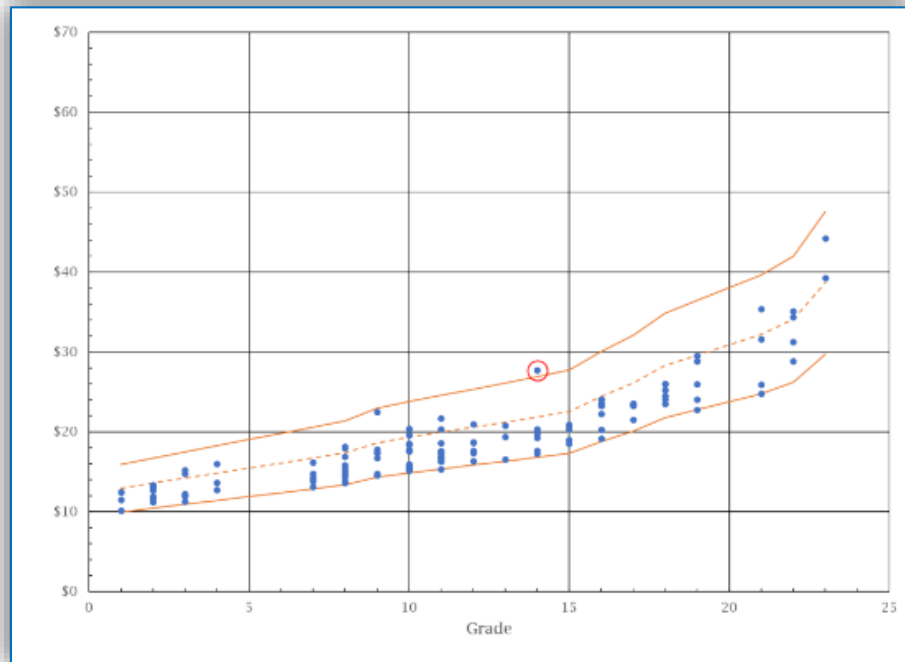


Figure 8 - Baseline Analysis of Client's Workforce

Task 2D - Internal Relationship Analysis and Alignment

To determine recommendations for internal equity, considerable attention will be given to this phase of the project. It is necessary to develop an internal position hierarchy based on the organizational value of each classification. By reviewing those factors, we will make recommendations regarding vertical salary differentials between classes in a class series (if recommended), as well as across departments.

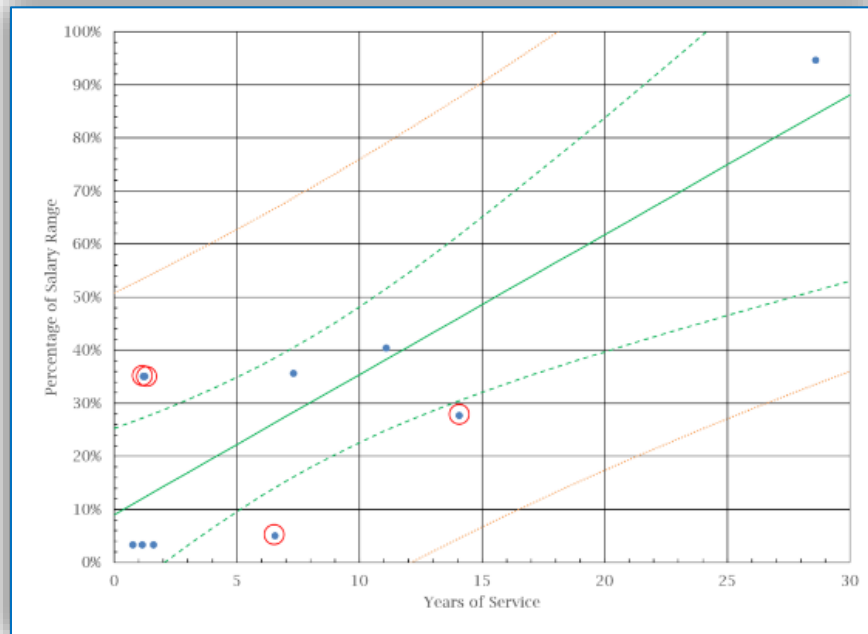


Figure 9 - Sample Internal Compression Analysis

Paypoint HR analytically develops an internal hierarchy based upon the job analysis responses. The ultimate goal of this critical step of the process is to address any internal equity issues and concerns with the current compensation system. We look for compression and inconsistencies. Our quantitative tool, Compensable Factor Score (CFS) system, allows us to objectively compare between certain classifications.

Current Grade	Job Title	CFS Score
25	Director of Public Works	95.7
24	Director of Fire & Rescue	83.4
24	Director of Human Resources	78.3
22	Deputy Director of Finance	43.5
FR 4	Lieutenant, Police	21.1
19	Senior Accountant	20.5
12	Crew Leader	13.9
13	GIS Specialist	12.4
2	Custodian	7.5

Figure 10 - Sample of Compensable Factor Score Results

We will create a sound and logical compensation structure for the various levels within each class series, so that career ladders are not only reflected in the classification system but also in the compensation system. The recommendations will contain pay differentials between levels that allow employees to progress on a clear path for career growth and development. Career ladders will be looked at both vertically and horizontally to mirror the classification structure that was developed during the classification section of the study. Paypoint HR's Compensable Factor Score (CFS) formulation provides a framework to construct an unbiased internal hierarchy of positions.



Figure 11 - Compensable Factor Score Example

The internal hierarchy is correlated with the findings of the external market, external equity, by using Paypoint HR's non-linear statistical algorithm. A 90% or greater correlation is typical, lending to confidence that both the internal and external equity are sound and appropriate.

Paypoint HR may choose to supplement the survey data with information from our own internal library. This helps to identify outliers and get a pulse on how the study results compare to the market as a whole.

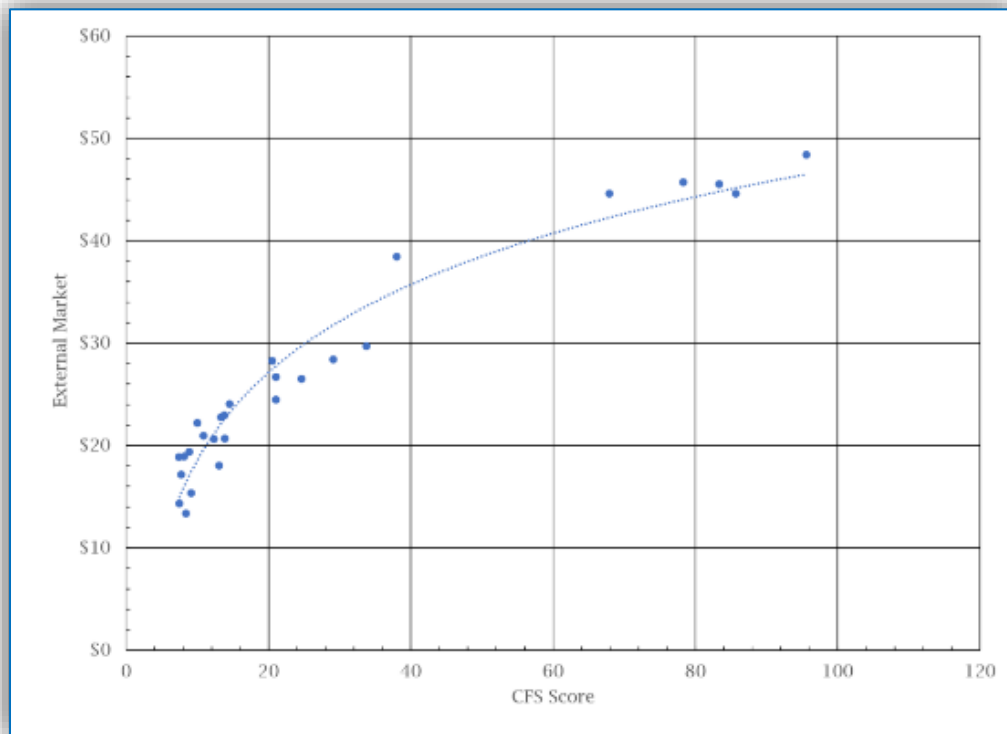


Figure 12 - Sample Comparison of Internal / External Hierarchy

Task 2E - Preparation of Draft Report

Depending on the data developed from the internal analysis, we will review and make recommendations regarding internal alignment of your salary structures including combining or expanding groups or salary scales. We will develop recommendations for pay grades and salary ranges for all classifications based typically on median salaries from the comparable agencies based on the organization's overall compensation philosophy and policy. We will also analyze any pay compression issues to ensure internal equity, if requested.

- We will conduct a competitive pay analysis using the market data gathered to assist in the determination of external pay equity and the recommendation of a new base compensation level for each classification studied.
- We will conduct a comparative analysis to illustrate the relationships between current pay practices and the newly determined market conditions. We will also develop solutions to address pay equity issues. Our analysis includes information regarding the financial impact of addressing pay equity issues for the city. The end result is intended to create a market adjustment and implementation strategy supporting your goals, objectives, and budget considerations.

Positions will be categorized in a compensation ratio or “Compa-ratio” relating actual pay rates to market rates to determine if they are in-line with the external market. Positions will be classified by their Compa-ratio and determined to be either below, at, or above the market rate. We use these findings to make corrections to pay for each position which allows for fiscal impact analysis of recommendations.

	Accounting Technician I	Admin. Assistant	Asst. County Attorney	Asst. Landfill Manager
Market Percentiles				
20%	\$15.78	\$15.27	\$34.70	\$16.88
25%	\$17.17	\$16.03	\$36.37	\$17.91
30%	\$17.69	\$16.56	\$38.07	\$18.74
...	...	...	...	...
70%	\$22.92	\$22.18	\$52.69	\$24.75
75%	\$23.29	\$22.73	\$53.81	\$25.91
80%	\$24.27	\$23.75	\$55.44	\$26.88
Mean	\$20.25	\$19.51	\$45.41	\$22.29
Compa-Ratio	-1.6%	-6.3%	-11.3%	+8.4%

Figure 13 - Sample Compa-Ratio Results by Job Title

The Draft Final Report will be completed and submitted to the Study Project Leaders for review and comment. The report will provide detailed compensation findings, documentation, and recommendations. The report will include the following information:

- A proposed Salary Range/Plan document;
- Any alternative compensation plans identified;
- Reports addressing employees whose base pay either is below or exceeds the market rate;
- The option to implement the recommended plan in phases;.

After an initial round of feedback from the Study Project Leaders, we will make edits and resubmit the draft to the Project Team for review and approval. Final meetings with the Project Team and stakeholders will be conducted and any final adjustments are made prior to delivery of the final report to the appropriate stakeholders. Once all of your questions and concerns are addressed, a Final Report will be created and submitted in a bound format and electronic format.

Positions Compensated Substantially Below Market (% Diff < -10%)	
Accounting Technician I	Assistant County Attorney
GIS Specialist	GIS Technician
Maintenance Supervisor	Network Technician
Permit Specialist I	Water Meter Technician II
Positions Compensated Below Market (-10% < % Diff < -5%)	
Administrative Assistant	Custodian
Deputy Director of Technology	Landfill Truck Driver
Maintenance Worker	Parks and Recreation Manager
Payroll Specialist	Senior Systems Analyst

Figure 14 - Sample External Market Results Summary

Task 2F – Deliver Final Report and Deliverables for Implementation

Paypoint HR typically works on tight schedules that demand extensive communication. We first listen to our clients to understand their specific needs and then create recommendations that fulfill the purpose of the study. Our final report reviews the city's background as related to the study and conveys complex concepts clearly and concisely. We feel this is one of our strongest attributes. An area of communication where we particularly excel is in the ability to communicate with employees at all levels of education and background. The concepts covered during employee outreach are reflected in the final report, as appropriate. This improves morale as the employees feel valued by knowing they have been heard. We are a liaison and have discovered opportunities and issues that would not have otherwise been utilized or addressed.

The final report includes an Executive Summary that summarizes the study methodology and gives recommendations for consideration by the city. The report highlights specific areas where an opportunity exists to improve the city's Classification and Compensation programs. The strategic position of the existing plan is reviewed in relation to the findings and shows comparisons. Recommendations that affect the city's budget are reviewed and their financial impacts are projected to ensure the city is able to support them. The Final Report is developed in a way that is relevant to the current market as well as allows the city to make a long-term strategic plan for attracting and retaining staff. The work product includes steps for implementation, training, and ongoing administration.

Our recommendations have been well received by our audiences. We have developed valued relationships and are considered by our clients and their employees as a trusted advisor. We

welcome the opportunity to work with the city to prove ourselves as an excellent service-oriented firm.

Salary Recommendations

The fiscal impact of the recommendations listed below are approximate costs for salary adjustments only. It does not factor in associated costs for employee related benefits.

1. Raise the salary of 13 positions that are *substantially* below market, first, at a cost of \$102,438.
2. Raise the salary of 52 positions that are below market, second, at a cost of \$145,571.
3. Adjust the salaries of positions that are near market with normal base-salary and tenure adjustments.
4. Discontinue making base-salary adjustments to the salaries of positions that are above or *substantially* above market until compensation is near market. Continue providing tenure-based salary bonuses.
5. Adjust only the salary scale by the Southern Mid-Atlantic Consumer Price Index (CPI) yearly to help ensure that the County's salary plan keeps up with market. Individual salaries would not be scaled by the CPI.

Figure 15 - Sample of Study Recommendations

Sample Report

Executive Summary

External Competitiveness Takeaway

Overall, job titles at the City of Bath are compensated 1.0% above market in the region. Compensation is not lagging the market across most departments, as shown below, but especially in Administration where compensation is substantially below market.

Department	Market Position
Administration	-14.3% below market
Assessing	0.0% at market
Clerk	-4.7% below market
Facilities/Transportation	-3.3% below market
Finance	+0.8% above market
Fire	+2.8% above market
Parks and Recreation Department	+1.3% above market
Planning and Development	+5.0% above market
Police	+3.2% above market
Public Works	+3.5% above market
Overall	1.0% above market

Recommendations for holistic compensation adjustments for all job titles at the City is delineated in the report. No wage reductions are recommended.

Recommendations

The fiscal impact of the recommendations listed below are approximate costs for salary adjustments for non-represented positions. The fiscal impact does not factor in associated costs for employee related benefits. The fiscal impact of collective bargaining adjustments are not considered.

1. Raise the salary of 4 positions that are below the new grade minimum, first, at a cost of \$15,576.
 - 1 Administrative Assistant - Cemetery (\$1,495),
 - 1 Deputy City Clerk (\$2,174),
 - 1 Deputy Finance Director (\$4,579) and
 - 1 Deputy Recreation Director (\$7,327).
2. Raise the salary of 5 positions that are *substantially* below market, second, at a cost of \$59,583.
 - 1 Custodian - Facilities (\$2,650),
 - 1 Executive Assistant to City Manager/Human Resource Director (\$18,292),
 - 1 General Assistance Coordinator (\$1,460),
 - 1 IT Coordinator (\$19,747), and
 - 1 WW Superintendent (\$17,434).
3. Raise the salary of 2 positions that are below market, third, at a cost of \$11,647.
 - 1 City Clerk (\$4,665), and
 - 1 Director of Planning and Development (\$6,982).
4. Adjust the salaries of positions that are near market with normal base-salary and tenure adjustments.
5. Discontinue making base-salary adjustments to the salaries of positions that are above or *substantially* above market until compensation is near market.

Table 3 - Economic Data of Bath and Potential Comparators

Community	Population	MHP	MHI	COLA	U Rate	LFP Rate
Bath	8,319	\$175,700	\$48,252	99.0	5.4%	64.0%
Maine						
Androscoggin County	107,602	\$158,200	\$53,509	96.0	5.8%	65.5%
Auburn	23,187	\$165,200	\$49,719	97.0	5.7%	66.7%
Augusta	18,605	\$144,800	\$43,796	95.0	4.9%	58.5%
Bangor	32,095	\$157,000	\$46,625	97.0	5.4%	59.7%
Belfast	6,688	\$190,500	\$62,857	100.0	5.3%	57.9%
Biddeford	21,462	\$245,900	\$53,120	104.0	5.4%	67.3%
Brewer	9,090	\$162,100	\$52,174	98.0	4.7%	65.3%
Cumberland County	292,307	\$278,100	\$73,072	110.0	4.5%	69.1%
Ellsworth	7,991	\$178,400	\$53,324	98.0	4.4%	68.1%
Franklin County	29,982	\$139,800	\$51,422	94.0	5.7%	60.8%
Hancock County	54,601	\$212,700	\$57,178	102.0	4.5%	61.6%
Kennebec County	121,753	\$159,400	\$55,365	96.0	4.9%	61.6%
Knox County	39,759	\$213,400	\$57,751	102.0	4.3%	61.7%
Lewiston	36,095	\$140,600	\$44,523	95.0	7.2%	62.2%
Lincoln County	34,201	\$215,400	\$57,720	103.0	4.3%	58.6%
Old Town	7,474	\$135,700	\$42,679	94.0	4.4%	64.7%
Oxford County	57,550	\$144,100	\$49,204	94.0	5.9%	57.3%
Portland	66,595	\$289,000	\$60,467	109.0	5.2%	71.9%
Rockland	7,178	\$172,800	\$44,156	97.0	5.1%	64.1%
Saco	19,497	\$258,900	\$70,517	109.0	5.1%	72.6%
Sagadahoc County	35,452	\$213,400	\$63,694	103.0	4.3%	65.0%
Sanford	21,015	\$171,200	\$49,642	99.3	5.0%	64.0%
South Portland	25,548	\$257,200	\$69,290	110.0	4.5%	71.6%
Waldo County	39,539	\$163,000	\$51,931	97.0	5.1%	60.7%
Waterville	16,577	\$125,000	\$38,862	93.0	6.0%	53.5%
Westbrook	18,633	\$232,900	\$59,460	105.0	5.4%	69.3%
York County	204,316	\$252,300	\$67,830	107.0	4.5%	66.3%

Overall Salary Distribution

The salary distribution for all employees is shown in Figure 1. The label "Percentage of Employees" on the ordinate y-axis reflects the total number of employees. The three largest departments, Fire, Police, and Public Works are highlighted.

A clear bimodal pattern does not exist which would demonstrate a two-tier compensation structure for any department of overall. It is preferable if there is a clear broad-banded bimodal distribution, that is, two bell curves, demonstrating both separation between supervisory and non-supervisory compensation and career progression within these two groups.

The concentration of employees in the upper end, top 20%, of the salary range (3 of 102, 3%) in comparison to the lower end is not excessive, meaning that the organization is not top-heavy with respect to compensation.

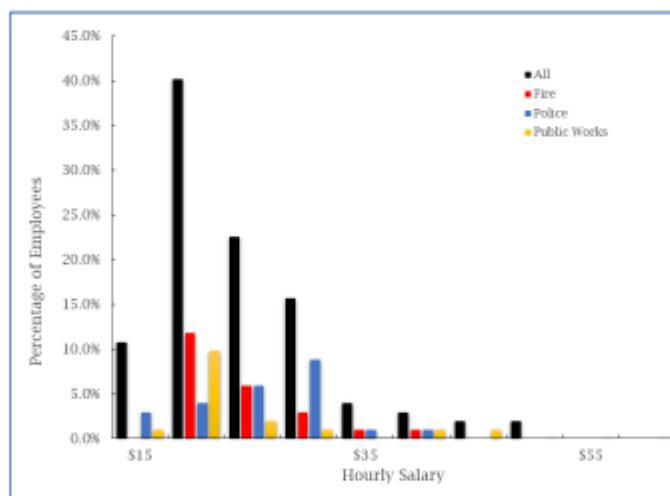


Figure 1 - Salary Distribution

General Trends

a. Economic

Local Economy

- Participants noted that Bath is a city with a small but thriving local business community, although there were limited economic opportunities for residents in the city.
- There was mention the population of Bath was made up of extremes with many high- and low-income residents, but not much of a middle class.
- It was said that most middle-class residents have moved outside of the city limits due to the cost of homes and property taxes in Bath.
- Employees added that housing availability is scarce, and homes sell quickly, when available.
- Bath Ironworks is a massive contributor to their economy. The shipyard is one of the largest employers in the area and has anywhere from 3,500 to 5,000 working day shifts.
- The city lacks enough parking to accommodate visitors who want to come downtown. Staff thought a parking garage would help.

City of Bath Government Finances

- Staff concurred that although the demand for services has been on the rise, the resources available to provide those services, including staffing levels, are not keeping up with demand.
- Some employees felt they were being asked to do more but given less to do their jobs. They would like to see additional staffing, training opportunities, and more technology and tools.
- With recent economic fluctuation staff expect this year would bring many challenging financial decisions for the city.
- Departments like Police supplemented their funds with grants when available.
- Parks, recreation, forestry & cemetery managed parks were in great demand during the pandemic. However, because gatherings were restricted, so was the opportunity to collect funds from facility rentals and events. They hoped to get back to pre-pandemic usage and revenue levels this year.

Compensable Factor Score from Position Vantage Point

To assist in determining the internal hierarchy of positions in the County, the employees and managers participated in the Position Vantage Point Job Survey. Questions asked in the PVP are divided into four areas: Background, Authority, Skill, and Environment. In these four areas, the following compensable factors were examined:

Education	Complexity
Certifications	Independence
Work Duties	Impact
Work Experience	Physical
Financial Authority	Working Conditions
Supervision	Interaction

Job descriptions were consulted to update both the minimum education level and minimum experience level required for each position. The responses were then evaluated, producing the Compensable Factor Score (CFS) as shown below. For positions, where there was insufficient data from the employee/manager survey, job descriptions were consulted to fill out the survey.

Table 23 - Compensable Factor Score

Position Classification	CFS Score
Finance Director/Assistant City Manager	829.4
Director of Cemetery, Parks and Recreation	457.6
Director of Public Works	378.5
Chief of Police	330.4
Fire Chief	316.0
Deputy Director of Public Works	314.5
WW Superintendent	203.7
Deputy Chief of Police	157.0
Deputy Fire Chief	149.3
Assessor	125.7

External Market Comparison

A summary of the findings of the external market analysis is presented in Table 24 through Table 28. In Table 29 through Table 33, the external market findings for all position classifications is presented. The minimum, midpoint, and maximum hourly salary for each position classification is presented first. The market average (mean) and the various market quantiles are then presented. Lastly the Compa-Ratio, the ratio of the grade's midpoint divided by the 50th percentile from the external market, which measures the extent of the deviation of the current salary range in comparison to the market median, is presented.

Table 24 - Full-Time Positions Substantially Below Market (Compa-Ratio % Diff < -10%)

Arborist	General Assistance Coordinator
Custodian - Facilities	IT Coordinator
Director of Community & Economic Development	WW Superintendent
Executive Assistant to City Manager/Human Resource Director	

Table 25 - Full-Time Positions Below Market (-10% < Compa-Ratio % Diff < -5%)

City Clerk	Director of Planning and Development
Detective	

Table 26 - Full-Time Positions Near Market (-5% < Compa-Ratio % Diff < +5%)

Administrative Assistant - Cemetery	Crossing Guard
Administrative Assistant - Fire	Custodian - Recreation
Administrative Assistant - Recreation	Data Entry/Analyst
Animal Control Officer	Deputy Chief of Police
Assessor	Deputy City Clerk
Assistant Assessor	Deputy Director of Public Works
Bus Driver	Deputy Finance Director
Chief of Police	Deputy Fire Chief
Code Enforcement Officer	Deputy Recreation Director

Table 29 - External Market Comparison - Non-Represented

	Admin Assistant Cemetery	Admin Assistant Fire	Admin Assistant Police	Admin Assistant PW	Admin Assistant Recreation
Current Scale					
Minimum	\$19.21	\$19.21		\$19.21	\$19.21
Midpoint	\$22.29	\$22.29	\$31.25	\$22.29	\$22.29
Maximum	\$25.37	\$25.37		\$25.37	\$25.37
Market Percentiles					
20%	\$19.46	\$19.24	\$20.08	\$18.96	\$19.44
25%	\$19.94	\$19.45	\$20.16	\$19.00	\$19.88
30%	\$20.15	\$19.53	\$20.88	\$19.08	\$20.15
35%	\$21.61	\$19.58	\$21.45	\$19.32	\$21.07
40%	\$22.12	\$20.18	\$21.47	\$19.60	\$21.74
45%	\$22.40	\$20.52	\$21.92	\$19.67	\$22.04
50%	\$22.60	\$21.57	\$22.39	\$20.54	\$22.06
55%	\$23.43	\$22.09	\$23.06	\$21.15	\$22.13
60%	\$24.52	\$22.38	\$23.56	\$21.55	\$22.38
65%	\$24.91	\$22.44	\$24.97	\$21.59	\$22.64
70%	\$25.33	\$22.44	\$25.34	\$21.82	\$23.18
75%	\$25.64	\$22.66	\$26.99	\$22.18	\$23.87
80%	\$26.64	\$23.05	\$29.62	\$22.70	\$24.62
Mean	\$23.56	\$21.37	\$24.04	\$20.90	\$22.21
Compa-Ratio	-1.3%	+3.4%	+39.6%	+8.5%	+1.0%

Proposed Salary Schedules

A recommended salary scale for all Non-Represented employees is shown in Table 34. The spread between the minimum and maximum salary was set to 30% as the average spread adopted by comparable communities from the external survey was 28.5%. The number of pay grades was set to 16 to accommodate the range of CFS Scores. The Ladders, i.e., the distance between grades, was set to be 7.5%. Larger Ladders were included to increase the incentive for employees to seek positions of greater responsibility and to make it financially beneficial.

It is recommended that in subsequent years after the adoption of the recommended pay plan, the City should adjust the entire salary scale by the CPI annually as budget permits.

Table 34 - Proposed Salary Schedule - Non-Represented

Grade	Min	Mid	Max
B01	\$15.00	\$17.25	\$19.50
B02	\$16.13	\$18.54	\$20.96
B03	\$17.33	\$19.93	\$22.53
B04	\$18.63	\$21.43	\$24.22
B05	\$20.03	\$23.04	\$26.04
B06	\$21.53	\$24.76	\$27.99
B07	\$23.15	\$26.62	\$30.09
B08	\$24.89	\$28.62	\$32.35
B09	\$26.75	\$30.76	\$34.78
B10	\$28.76	\$33.07	\$37.39
B11	\$30.92	\$35.55	\$40.19
B12	\$33.23	\$38.22	\$43.20
B13	\$35.73	\$41.09	\$46.44
B14	\$38.41	\$44.17	\$49.93
B15	\$41.29	\$47.48	\$53.67
B16	\$44.38	\$51.04	\$57.70

Proposed Internal Equity

In Table 40, the resulting proposed internal equity for the City is presented for non-represented job titles.

Table 40 - Proposed Internal Equity

Grade	Title
B16	Finance Director/Assistant City Manager
B15	-
B14	Chief of Police Director of Cemetery, Parks and Recreation Director of Public Works Fire Chief
B13	Deputy Director of Public Works
B12	Deputy Chief of Police Deputy Fire Chief WW Superintendent
B11	Assessor City Clerk Code Enforcement Officer Deputy Finance Director Director of Community and Economic Development Director of Planning and Development Director of Sustainability and Environment Facilities Director
B10	Executive Assistant to City Manager/Human Resource Director IT Coordinator
B09	Deputy Recreation Director Foreman - Cemetery PW Foreman
B08	Arborist Work Leader - Recreation
B07	Payroll Supervisor
B06	Assistant Assessor Deputy City Clerk Treasurer Clerk/Deputy Tax Collector

Recommended Salary Adjustments

A regression analysis of the CFS Score and the salary survey results indicate that market median salary for all positions is predicted very well by the CFS Score. The coefficient of determination is 94.4%, in other words, the knowledge, skills, and abilities identified in the employee/manager Position Vantage Point job description survey correlate very well with the external markets' valuation of the non-represented job positions at Bath.

In Table 41, salary recommendation for employees based on the external market findings is presented.

Table 41 –Salary Adjustments – Non-Represented

Title	Current Rate	New Grade	New Rate
Administration			
Executive Assistant to City Manager/Human Resource Director	\$28.59	B10	\$37.39
IT Coordinator	\$23.62	B10	\$33.11
Marketing and Communication Specialist	\$22.29	B05	\$22.29
Digital Media and IT Specialist	\$19.93	B04	\$19.93
Assessing			
Assessor	\$37.03	B11	\$37.03
Assistant Assessor	\$24.46	B06	\$24.46
Cemetery, Parks and Recreation			
Administrative Assistant - Cemetery	\$19.21	B05	\$20.03
Administrative Assistant - Recreation	\$25.37	B05	\$25.37
Custodian - Recreation	\$16.69	B02	\$16.69
Deputy Recreation Director	\$23.23	B09	\$26.75
Director of Cemetery, Parks and Recreation	\$45.82	B14	\$45.82
Laborer - Recreation	\$24.39	B04	\$24.39
Work Leader - Recreation	\$29.37	B08	\$29.37

Management Synopsis

Paypoint HR, LLC (Consultant) is responding to the city of Villa Rica's request for proposals from qualified consultants to provide a comprehensive Compensation Study. The purpose of the study is to help the city to be recognized as an employer of choice in the area. Paypoint HR will objectively examine the job roles and their placement in the city's hierarchy, the external market's pay ranges for these same positions, and give recommendations for adjustments of the approximately 183 employees engaged across 123 unique positions as warranted by the findings. The study recommendations will be substantiated using quantitative evaluations, so that the city of Villa Rica may make informed decisions with respect to compensation including benefits. It is anticipated the project will take 16 weeks to complete at a firm fixed-price cost of \$35,000.

Our methodology is built on working with our clients and their employees to make appropriate, project-focused recommendations and then staying with the Project Team to see the recommendations are put into place. Our clients have peace of mind knowing the key to our success is ensuring implementation of recommendations.

Paypoint HR, LLC realizes that the employees are the most valuable asset and will be treated accordingly. By including employee input in the project, it is our experience that they feel "heard" and "valued." As such, they will be more likely to find the pride and fulfillment that public service lends. This forward-thinking philosophy ensures the city will be seen as a great place to make a career as well as make a living.

We test our recommendations to ensure they are following sound business practices and will be a solid foundation for our clients going forward. The recommendations we make are intended to produce a structured program that gives ongoing guidance on how to improve an organization's ability to recruit, reward, motivate, and retain talent in a competitive environment. Specifically, we have developed an approach and methodology that incorporates the following:

- Market competitiveness;
- Recognition that compensation is comprised of more than just base pay levels;
- Consideration of changes in recent compensation trends and strategies; and
- Customization of solutions that consider the diversity of needs present within the Client's organization and allows the Client to select the components and options that best meet their overall needs.

Once the recommendations are made for updates to classifications and pay structures, the city will be given our custom designed tools for implementation and ongoing administration. We will create a custom Compensation Factor Scoring (CFS) system using information gathered during the study and provide the city access to the system to help place positions in the future.

Structure and Content of Work Product

Summary of List of Standard Deliverables

- Kick-off meeting with Project Team and collaborative development of the Project Communication Plan.
- Project planning and methodology.
- Briefing Sessions with All Employees to go over the scope of the project, their role, and to give direction on how to complete the job analysis.
- Job Evaluation report completed using scores from job analysis responses.
- Comparator Analysis reports to identify localities that compete for labor with the city.
- Development of agreed benchmark positions.
- External Market Survey for comparators with benchmark job titles and short job summaries.
- Update of Job Descriptions, where applicable, to include FSLA, EEO, and ADA compliance (sample provided upon request).
- Creation of Recommendations for Reclassifications report, including job title simplification.
- Development of a Compensable Factor Scoring System tailored to the city for use and maintenance of job evaluations and internal equity.
- Development of training for ongoing administration and implementation along with supporting materials and manual.
- Development of a salary structure based on the survey findings and job evaluations.
- Survey finding reports showing options for strategic position as compared to current position.
- Fiscal Impact report showing costs associated to the selected strategic market position.
- Cumulative Final Report for presentation which shows methodology, procedures, development of findings, work product deliverables, and the financial impact of recommendations.

Implementation

Communication with the Project Team and key stakeholders are described at each step in the process of our project methodology. We consider our audience for implementation to be the Project Team, managers, and employees. We have tailored our process to involve each at the appropriate times. We incorporate meetings, frequently asked questions, questionnaires, informal appeals, reviews and feedback sessions. Various media is used during the project to convey changes. We include: online access to information, written communication, forms, face-to-face meetings, electronic communication, as well as virtual meetings.

Weekly progress reports will be provided to the Project Team. Paypoint HR will also provide to the Project Team status reports every two weeks and as requested. We keep our clients fully abreast of all activities that Paypoint HR undertakes during the course of our projects to ensure timely completion and to short-circuit any issues that may arise.

- Paypoint HR provides forms for discussions with personnel regarding how the changes affect them individually.
- We create Job Discussion Request (JDR) and Job Discussion Guide (JDG) forms for employees and their supervisors to complete and submit to the Human Resources department. While employees may not always agree with our recommendations, they have a "second chance" to ensure that they have been heard and to continue the educational process regarding why specific recommendations were made.
- A manual of instructions and training materials regarding the administration of the proposed compensation system;
- A list of implementation issues, schedules, fiscal impact statements, cost projections, and communications surrounding our recommendations;
- A guide for rules, policies, and procedures for you in implementing, managing, and maintaining the compensation system;
- Train the trainer sessions; and,
- Customized software, unique for each client based on the results of the study, and support plan options.

Maintenance

The city will receive tools from Paypoint HR for continued maintenance of the adopted pay plan. Example of these tools include:

- Access to the CFS system for placement of new positions or positions that have experience a substantial change,
- Job description update processes and procedures, and
- A "Train the Trainer" guide for transfer of administration.

To conduct a proactive ongoing maintenance program for the client's compensation structure, we recommend an in-depth review of the pay plan every three years to consider internal and external equity among key benchmarked positions. During interim years, where there are issues of concern, brief reviews and updates should be conducted. Paypoint HR will be available as needed to support the client in the implementation process. By developing an ongoing maintenance plan, the client should expect to see the benefits and return on investment through reduced turnover and fewer employee complaints.

Work Schedule

Our professional experience is that comprehensive studies of this scope and for this size organization take no more than 16 weeks to complete, allowing for adequate position vantage point completion, interview time, classification description development, compensation data collection and analysis, review of steps by the client, the development of final reports, and any appeals.

Timely progress reports will be provided to the client. Paypoint HR will also provide to the Project Team interim reports as the project progresses. We keep our clients fully abreast of all activities that Paypoint HR undertakes during the course of our projects to ensure timely completion and to short-circuit any issues that may arise. A customized schedule would be constructed in conjunction with both Paypoint HR and the city to meet the project requirements.

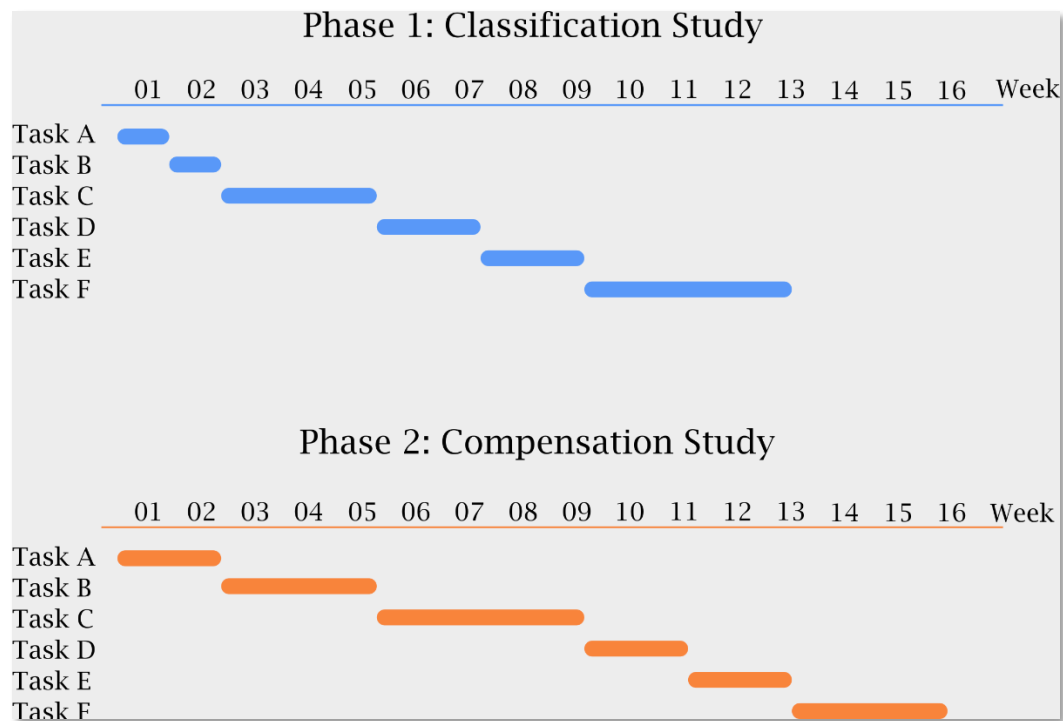


Figure 16 - Gantt Chart

References

Contact Name	Contact Info	Project Title and Service Dates
Hubert Collins Human Resources Director	205 North Marion Avenue Lake City, FL 32055 (386) 719-5795 CollinsH@CLFLa.com	Classification and Compensation Study 2022

The City of Lake City employees approximately 261 full-time employees in 117 unique job classifications. The scope of services for the project included

- Identify market peers and identify compensation benchmarks for the City's current roles
- Determine whether the City's compensation strategy is competitive to hire and retain top talent
- Recommend updates/changes to current compensation strategy and pay matrix
- Consideration for Knowledge, skills, abilities, education, experience level, etc.
- Implementation of State of Florida's minimum wage increase with consideration across all levels of the organization

Contact Name	Contact Info	Project Title and Service Dates
Joe Fischbach Human Resources Manager City of Cottage Grove	12800 Ravine Parkway S. Cottage Grove, MN 55016 (654) 458-2883 JFischbach@ CottageGroveMN.gov	Position Classification and Compensation System 2020 - 2023

Cottage Grove employs 145 full-time and 12 part-time employees as well as 47 paid on call Fire and 200 seasonal staff. Of this, 82 employees are organized into one of the following unions: Cottage Grove Police Officers Federation, Inc., Law Enforcement Labor Services, Cottage Grove Professional Firefighters Association, and International Union of Operating Engineers

The scope of work for the Classification & Compensation Study included

Provide professional services with integrative support services to evaluate and analyze needs, design, develop, and implement updates to the position evaluation and compensation system that includes the following milestones:

- Evaluation and analysis of City needs and philosophy.
- Evaluation of existing job descriptions and the recommendations of revisions to assure compliance with ADA and other State and Federal requirements.

- Thorough evaluation of changed positions to determine a job value, by assigning points to the position based on standard factors, and a spot review of the current position evaluations with recommendations for necessary revisions.
- Objective classification ranking and banding of each position and the provision of internal pay equity.
- Provide a wage/labor market survey and the analysis of supporting data for the development of the pay structure while assuring internal and external equity and compliance with State Pay Equity Compensation Standards.

Provide recommendations and options for updating the evaluation and compensation system.

- Provide system testing to assure compliance.
- Provide recommendations on a system for determining the validity for requests for reclassification and/or compensation changes.
- Determine exempt and non-exempt status for each position.
- Provide implementation support and maintenance training on the system.
- Post contract services involving review of new job descriptions and determination of points and salary for the new position as well as assistance with the first State Pay Equity report following compensation review to assure compliance.

Contact Name	Contact Info	Project Title and Service Dates
ReNissa Wade Assistant City Manager City of Jacksonville	315 S. Ragsdale Street Jacksonville, TX 75766 (903) 618-9461 ReNissa.Wade@jacksonvilletx.org	Compensation and Classification Study 2022

The City of Jacksonville employees approximately 135 full-time employees in 65 unique job classifications. The scope of services for the project included

- Review all current job classifications, confirm, and recommend changes to hierarchical order of jobs using your evaluation system.
- Establish appropriate benchmarking standards and conduct salary surveys as needed for similar positions (job descriptions) as required (prefer to assess duplicate benchmarks -both municipalities as well as local employers).
- Identify potential pay compression issues and provide solutions.
- Development of job descriptions for all current positions and up to 10 additional positions.
- Provide written implementation guide (best-practices for phasing in potential adjustments).
- Provide a staff/per capita breakdown as compared to benchmarked municipalities. This should include an organization-wide and departmental breakdown.

Contact Name	Contact Info	Project Title and Service Dates
Stephanie Weaver HR Director City of South Portland	25 Cottage Road South Portland, ME 04106 (207) 767-7667 SWeaver@SouthPortland.org	Compensation Plan Study 2019 – 2020

The City of South Portland employs 168 permanent (full and part-time) employees in approximately 130 different positions.

The scope of work for Compensation & Classification Study included

1) Job Descriptions:

Create, modify and update job descriptions for all nonunion positions in compliance with all applicable state and federal statutes. Provide orientation sessions to explain the process to employees, supervisors and managers. Provide for employee input, likely via a survey and follow up interview process, and the supervisor's review, comments and approval; with final approval by the Human Resources Department. Ensure Essential Functions are accurate and documented. Ensure FLSA status is defensible.

2) Classifications:

Rate and rank positions based on specific criteria, and then recommend how positions should be placed into a grade or classification system that ensures internal equity and fairness. Allow for an appeals process for individuals who may require additional information regarding the proposed classification for their position. Meet with supervisors and senior managers to introduce the classification structure and respond to questions and concerns. Develop a position evaluation system for the Human Resources Department to administer ongoing to ensure appropriate classification when new positions are introduced or when significant changes to a position are made.

3) Salary Survey:

Conduct a salary survey of comparable municipalities and relevant other organizations in the region to provide data for comparison to current City wages to assess the level of market competitiveness. Methodology to be used and recommended comparable communities and entities with rationale specified.

4) Compensation Plan:

In collaboration with the City's project oversight team (City Manager, Finance Director, and Human Resources Director), develop a statement of compensation philosophy for the City. Based on current information, this philosophy likely will include a merit compensation component and a desire to pay employee "at market." Using information from the salary survey, recommend salary structures and a compensation plan aligned with the City's compensation philosophy. Develop a system to integrate positions and employees into the plan and manage the plan going forward, including how to stay current with the market. This system will include costing out the recommended approach and may include how the

new plan can be phased in over time if full deployment exceeds available resources. Provide employee education on how the new plan works.

5) Performance Evaluation:

Review the City's current performance evaluation forms to ensure they align with the recommended compensation plan. Suggest improvements to the evaluation forms as needed. Provide supervisory training on using the final evaluation form to align and support the compensation plan.

Contact Name	Contact Info	Project Title and Service Dates
Roz Johnson Human Resources Director City of Stuart	121 SW Flagler Avenue Stuart, FL 34994 (772) 288-5322 RJohnson@CI.Stuart.FL.US	Classification and Compensation Study 2019

The City of Stuart has a total of 251 full-time budgeted positions with 79 in one of two collective bargaining units and 40-45 part-time employees across 121 different classifications.

Classification

- Conduct a job audit of selected benchmark positions, including general task analysis by department. This review may include interviews with Department Directors, division managers and other key personnel and/or employees to determine the essential functions of each position. Benchmark positions to be determined by the project team, input from Department Directors and guidance from the consultant.
- If deemed the appropriate method, prepare/provide a job analysis questionnaire for City management approval. The City would facilitate its distribution and completion.
- Assign all jobs to salary grades based on an objective evaluation of compensable factors related to the duties and responsibilities of the individual job.
- Refine job classifications/titles to accurately represent job duties and responsibilities as necessary. Review supervisor/management titles and recommend titling structure which defines consistent levels of responsibility across the organization.
- Review a sampling of existing job descriptions and recommend updates, as needed, including requirements of education, experience, knowledge, skills, and abilities.
- Map career ladders/promotional opportunities for selected classifications.
- Provide methodology for evaluating the classification of positions/jobs on an ongoing basis. Train Human Resources personnel in the administration of the proposed new/modified classification system.
- Assess FLSA designation for select positions.

Compensation

- Review the current pay grade and salary ranges of City positions, including recommending appropriate salary ranges based on compensation survey and study results and appropriate salary range for each position.
- Evaluate current pay plan structure (i.e. number of pay grades, including additions, deletions, and/or consolidations, appropriateness of pay range spread from salary minimum to maximum).
- Conduct interviews, as necessary, with City Manager, Human Resources personnel, and Department Directors for the purpose of clarifying and determining project scope, selection of entities to be surveyed, and identification of benchmark positions. Listing of the benchmark agencies to be utilized in the study shall be subject to review and approval by the project and/or executive team prior to the initiation of the work.
- Determine the appropriate labor markets for the study (non-bargaining, PBA, and IAFF) and determine existence of relevant salary survey data.
- Develop and conduct an external compensation survey comparing benchmark positions with other local government and private sector entities in order to identify the City's competitive position in the regional labor market. This compensation survey shall include the actual salaries and tenure in position of employees in said benchmark positions, with anomalies identified.

Contact Name	Contact Info	Project Title and Service Dates
Erika Helgerson Director of Human Resources City of Bath	55 Front Street Bath, Maine 04530 207.443.8330 EHelgerson@CityofBath.com	Citywide Employee Compensation Study 2021 - 2022

The City of Bath's non-represented employee workforce includes 102 full time positions within roughly 73 distinct classifications and over 40 additional seasonal and/or part-time employees.

The scope of work for the Citywide Employee Compensation Study included

- Provide for a comprehensive evaluation of every job within the City to determine relative worth within the organization for internal equity and for the establishment of pay ranges and step progressions within the ranges.
- Review current compensation and benefits and understand current challenges in recruiting and retaining employees.
- Develop and conduct a comprehensive compensation and benefits survey based on comparable labor markets, including both private and public sector employers.

- Recommend appropriate salary range for each position based on the classification plan, the compensation survey results, and the internal relationships and equality. Prepare a new salary structure based on the results of the survey and best practices.
- Develop guidelines to assist City staff with determining the starting pay for new employees based on knowledge and experience above the minimum requirements of the position, how difficult the position is to fill, and market competitiveness.
- Identify any extreme current individual or group compensation inequities and to provide a recommended corrective action plan and process to remedy these situations.
- Recommend implementation strategies including calculating the cost of implementing the plan.
- Provide recommendations for the ongoing internal administration and maintenance of the proposed compensation plan. Maintenance should include annual activities such as cost of living increases.

Contact Name	Contact Info	Project Title and Service Dates
Samantha Lauzon Human Resources Manager City of Claremont	58 Opera House Square Claremont, NH 03743 (603)504-0298 slauzon@claremontnh.com	Pay and Classification Study Update 2019 - 2020

The City of Claremont employs approximately 75 non-union positions and 78 union positions.

The scope of work for the Pay and Classification Study Update included

- Update and validate job descriptions for the City's union and non-union positions;
- Work with City Staff to define comparable communities to survey and collect wage and benefit data from;
- Analyze the wage and benefit data received from the comparable municipal communities; Provide a comprehensive market analysis based on the data;
- Develop recommendations for appropriate follow-up actions, factoring in considerations as appropriate, including market competitiveness, internal equity, and funding and timing options, along with feasibility.
- Develop a position classification system based on appropriate internal equity;
- Develop recommendations for establishing appropriate compensation ranges, which will provide for a competitive pay plan with other municipal employers comparable to Claremont;
- Provide the City with a salary classification manual that documents the classification.
- methodology used in the study and provides for a sustainable system for maintaining a future salary administration program.

Contact Name	Contact Info	Project Title and Service Dates
Susan Daudelin, SHRM-SCP, IPMA-SCP Director of Human Resources City of Dover	288 Central Avenue Dover NH 03820 (603) 516-6869 S.Daudelin@Dover.NH.gov	Classification and Compensation Study 2019 - 2020

The City of Dover has 158 position descriptions for approximately 330 full-time and part-time employees with a wage schedule that includes 40 pay grades with a majority of employees covered by one of seven collective bargaining agreements.

The scope of work for the Classification and Compensation Study included

- Recommend / suggest adjustments to the current classification structure and recommend the appropriate assignment for all City positions within the structure.
- Determine the appropriate Fair Labor Standards Act (FLSA exempt/non-exempt) designation for all positions.
- Develop or revise Position Descriptions to ensure full compliance with the requirements of the Americans with Disabilities Act, and to show each position's appropriate FLSA status. Uniformly reflect essential job functions, minimum qualifications, working conditions, license requirements, regulatory requirements and special responsibilities.
- Conduct a comprehensive analysis of the City's current compensation [and benefits] program and identify opportunities including, but not limited to, recruitment, retention, salary compression, and equity.
- Develop and conduct an external assessment/survey of compensation [and benefits], evaluating benchmark positions by comparing actual job content and duties to comparable positions in other like organizations.
- Develop a report analyzing the results of the data from the internal and external assessments. The report should compare the City salary [and benefits] in relation to other like organizations - a market competitive analysis and other observations resulting from the review.
- Provide recommendations based upon objective analysis and evaluation of job content that provides internal equity and are competitive with the external market.
- Provide guidance in the design and development of a communication plan regarding the study to inform and educate stakeholders.
- Prepare a final report with recommendations for a system that is affordable, sustainable, competitive and innovative.

Cost of Services

PHASE 1 Classification Component

Task		Hours
A	Project Start and Initial Meetings	12
B	Baseline Data Collections & Initial Analysis	24
C	Job Analysis Collection/Completion & Focus Groups	28
D	Job Evaluation and Classification Development	24
E	Draft Job Descriptions and Policy Guides	8
F	Develop Guide for Implementation of Changes and Draft Interim Report	12
	Subtotal Professional Hours	108

PHASE 2 Compensation Component

Task		Hours
A	Identify Benchmark Positions and External Survey Comparator List	12
B	Design and Distribution of Survey	24
C	Collect and Analyze Survey Data	48
D	Internal Relationship Analysis and Internal Alignment	36
E	Preparation of Draft Report	32
F	Deliver Final Report and Work Products for Implementation	20
	Subtotal Professional Hours	172

Total Estimated Hours of Phase 1 & Phase 2	280
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The standard consulting rate for the senior personnel listed, consistent with the Federal GSA schedule, is \$125 per hour of service. For a project entailing 280 hours of service, the total fee would be \$35,000. Our fee includes expenses associated with travel, phone, materials, and supplies. The total is an estimate of the time needed. Regular invoices, including a thorough delineation of services rendered, would be on a net 30-day basis. Paypoint expects support from the client in communication with key staff, setting up meetings, and providing meeting resources, as well as establishing reporting relationships, milestones, and timelines.

Provisions to Other Agencies: Paypoint HR agrees to make available to other Government agencies, departments, and municipalities the prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under the terms of the proposal.

Final Product

Paypoint agrees to

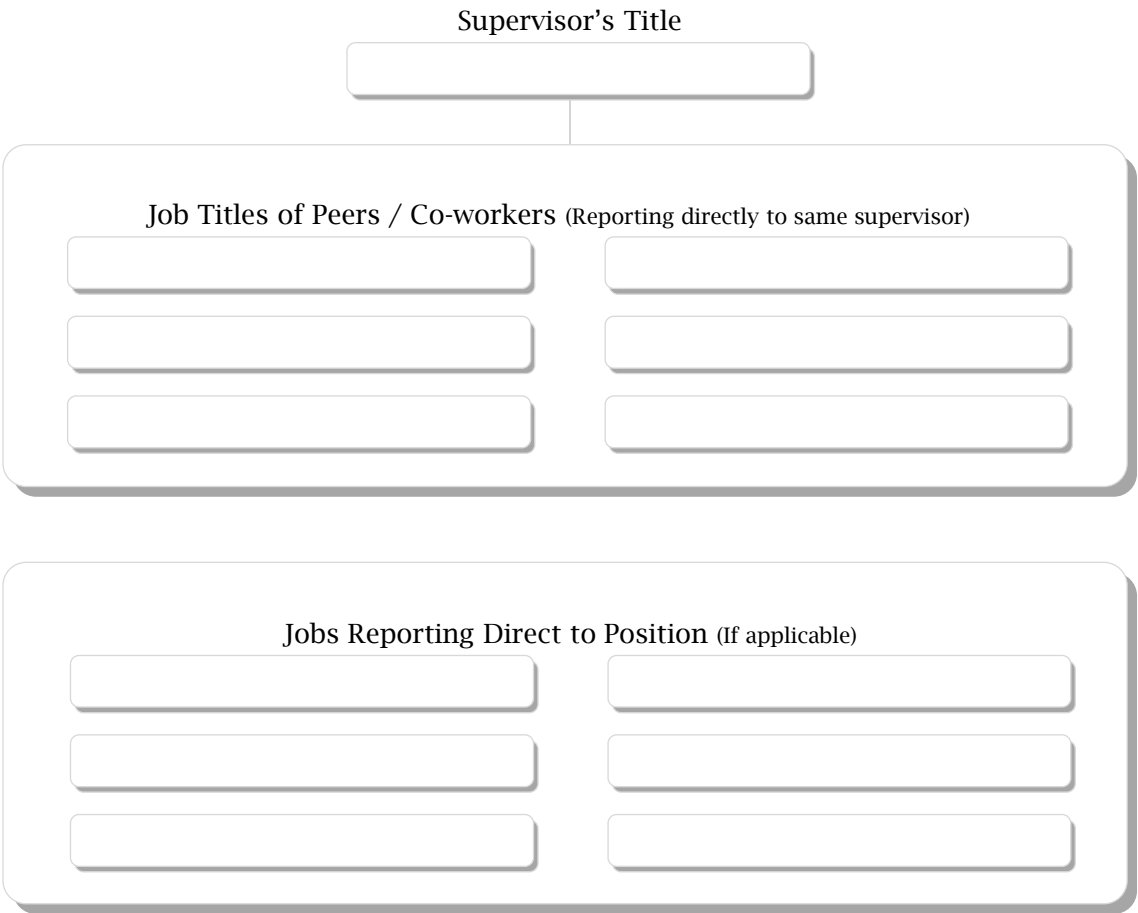
1. Deliver at least one (1) original, five (5) copies, and a flash drive of the final report to the City Manager;
2. Provide the final report, tables, schedules, charts, spreadsheets, salary surveys, and other materials necessary for the implementation and maintenance of the compensation/classification system in an electronic medium (flash drive); and
3. Appear at a scheduled Council meeting to discuss the recommendations and final report.

Appendix – Sample PVP Job Description Survey

First Name	Last Name	Job Location
Department	Job Title	Full-time / Part-time

Job Summary
Please provide a summary for the purpose of the position in one or two sentences.

Where Position Fits
Complete the structure using job titles to show where your job fits. Use official classification titles only, not working titles.



Position Vantage Point



Education and Experience

Minimum Education Level that Should be Required for Job Title

- | | |
|--|---|
| ☐ No Degree | ☐ Master Degree in a Related Field (MA/MS/MBA) |
| ☐ High School Diploma / GED | ☐ Master Degree Not in a Related Field (MA/MS/MBA) |
| ☐ Trade School Certificate | ☐ Specialist Degree in a Related Field |
| ☐ Associate Degree in a Related Field | ☐ Specialist Degree Not in a Related Field |
| ☐ Associate Degree Not in a Related Field | ☐ Doctorate Degree in a Related Field (PhD/JD/EdD) |
| ☐ Bachelor Degree in a Related Field | ☐ Doctorate Degree Not in a Related Field (PhD/JD/EdD) |
| ☐ Bachelor Degree Not in a Related Field | ☐ Other |

Degree Field Required for Job Title (e.g., Finance, Business Administration, Civil Engineering)

Required Certifications, Training, and Licensing for Job Title (e.g., Driver's License, CDL, CPR)

Upon entering position: the minimum number years of prior experience in profession required.
(e.g., For Police Lieutenant: 8 years as a certified sworn officer, all ranks including Officer and Sergeant)

- | | | | | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| 0 | 1 | 2 | 3 | 4 to 5 | 6 to 7 | 8 to 10 | More than 10 |

Upon entering position: the minimum number of years in preceding job in job series required
(e.g., For W/WWTP Operator III: 3 years as a W/WWTP Operator II)

- | | | | | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| 0 | 1 | 2 | 3 | 4 to 5 | 6 to 7 | 8 to 10 | More than 10 |

Position Vantage Point



Equipment/Tools (e.g., GIS, Microsoft Office, Backhoe, Narcan)

Visual Acuity (check all that apply)

- ☐ Clarity of vision at 20 feet or more
- ☐ Clarity of vision at 20 inches or less
- ☐ Three-dimensional vision – ability to judge distance and space relationships
- ☐ Precise hand-eye coordination
- ☐ Ability to identify and distinguish colors

Regulatory (Enter number associated with category)

EEO Category Number (if known)

- 1 – Officials / Administrators
- 2 – Professionals
- 3 – Technicians
- 4 – Protective Service Workers
- 5 – Paraprofessionals
- 6 – Office / Clerical
- 7 – Skilled Craft Workers
- 8 – Service / Maintenance

FLSA Status and Exemption (if known)

- 1 – Non-exempt
- 2 – Exempt – Executive
- 3 – Exempt – Administrative
- 4 – Exempt – Computer
- 5 – Exempt – Professional Learned or Creative

Position Vantage Point



Duties and Responsibilities (to identify major duties and responsibilities)

EXAMPLE

Percent of time spent

40%

Priority
(Select one)

Essential ☒

Very important ☐

Important ☐

Somewhat important ☐

Marginal ☐

Result Expected of the Work

Payroll administration for the maintenance department

Tasks Required to Achieve Result

Collecting payroll information from department employees on a weekly basis; reviewing the collected information to make sure that it is complete; forwarding all appropriate documentation (timecards, requests for time off, etc.) to the business office for processing.

Task 1

Percent of time spent

Priority
(Select one)

Essential ☐

Very important ☐

Important ☐

Somewhat important ☐

Marginal ☐

Result Expected of the Work

Tasks Required to Achieve Result

Task 2

Percent of time spent

Priority
(Select one)

Essential ☐

Very important ☐

Important ☐

Somewhat important ☐

Marginal ☐

Result Expected of the Work

Tasks Required to Achieve Result

Position Vantage Point



Duties and Responsibilities (to identify major duties and responsibilities)

Task 3

Percent of time spent

Priority
(Select one)

Essential ☐

Very important ☐

Important ☐

Somewhat important ☐

Marginal ☐

Result Expected of the Work

Tasks Required to Achieve Result

Task 4

Percent of time spent

Priority
(Select one)

Essential ☐

Very important ☐

Important ☐

Somewhat important ☐

Marginal ☐

Result Expected of the Work

Tasks Required to Achieve Result

Task 5

Percent of time spent

Priority
(Select one)

Essential ☐

Very important ☐

Important ☐

Somewhat important ☐

Marginal ☐

Result Expected of the Work

Tasks Required to Achieve Result

Position Vantage Point



Work Environment (Check all that apply)

	Never (0%)	Rarely (1% - 15%)	Occasionally (16% - 40%)	Frequently (41% - 70%)	Regularly (over 70%)	Specific Examples
EXAMPLE: Standing	☐	☐	☒	☐	☐	<u>Speaking at public events</u>
Sitting	☐	☐	☐	☐	☐	_____
Talking	☐	☐	☐	☐	☐	_____
Hearing	☐	☐	☐	☐	☐	_____
Standing	☐	☐	☐	☐	☐	_____
Walking	☐	☐	☐	☐	☐	_____
Driving	☐	☐	☐	☐	☐	_____
Grasping, pulling, pushing	☐	☐	☐	☐	☐	_____
Stooping, kneeling, crouching, crawling	☐	☐	☐	☐	☐	_____
Climbing or balancing	☐	☐	☐	☐	☐	_____
Repetitive wrist, hand and/or finger movement	☐	☐	☐	☐	☐	_____
Work in high, dangerous places	☐	☐	☐	☐	☐	_____
Work in confined spaces	☐	☐	☐	☐	☐	_____
Operate mechanical equipment	☐	☐	☐	☐	☐	_____
Biohazard or bloodborne pathogens	☐	☐	☐	☐	☐	_____
Required to wear respirator	☐	☐	☐	☐	☐	_____
Fumes or airborne particles	☐	☐	☐	☐	☐	_____
Risk of electrical shock	☐	☐	☐	☐	☐	_____

Position Vantage Point



Note: Answer each question independent of any preceding questions. For example: a position that often involves complex and diversified tasks may also involve routine or repetitive tasks. Enter 1 to 5, 1 - Strongly Disagree with the statement to 5 - Strongly Agree.

Strongly Disagree	Somewhat Disagree	Neither Agree Nor Disagree	Somewhat Agree	Strongly Agree
1	2	3	4	5

Complexity (Answer all that apply)

- ☐ **Question 1:** This position involves *routine or repetitive* tasks, processes, or operations requiring the application of well-defined rules, procedures, policies, guidelines, and/or instructions.
- ☐ **Question 2:** This position involves generally *standardized* tests, processes, or operations requiring the *choice of action* within well-defined rules, procedures, policies, guidelines, and/or instructions.
- ☐ **Question 3:** This position involves generally *diversified* tasks, processes, or operations requiring the *choice of action* within well-defined rules, procedures, policies, guidelines, and/or instructions.
- ☐ **Question 4:** This position involves *occasional (16% - 40%) complex and diversified* tasks, processes, or operations requiring the *development* of rules, procedures, policies, guidelines, and/or instructions..
- ☐ **Question 5:** This position involves *frequent (41% - 70%) complex and diversified* tasks, processes, or operations requiring the *development* of rules, procedures, policies, guidelines, and/or instructions.

Independence (Answer all that apply)

- ☐ **Question 1:** My position primarily involves *detailed* work instructions with *close* supervisory review.
- ☐ **Question 2:** My position primarily involves *detailed* work instructions with *regular* supervisory review.
- ☐ **Question 3:** My position primarily involves *general* work instructions with *regular* supervisory review.
- ☐ **Question 4:** My position primarily involves *broad latitude* on work tasks with *regular* supervisory review.
- ☐ **Question 5:** My position primarily involves *broad latitude* on work tasks with *minimal* supervisory review.

Note: Answer each question independent of any preceding questions. For example: a position that involves employee training may also schedule tasks. Enter 1 to 5, 1 - Strongly Disagree with the statement to 5 - Strongly Agree.

Strongly Disagree	Somewhat Disagree	Neither Agree Nor Disagree	Somewhat Agree	Strongly Agree
1	2	3	4	5

Supervision Received *(Answer all that apply)*

- ☐ **Question 1:** My position frequently (41% - 70%) is provided established policy and procedures.
- ☐ **Question 2:** My position frequently (41% - 70%) is provided specific direction and task/project information needed is generally available.
- ☐ **Question 3:** My position frequently (41% - 70%) is provided general direction and task/project information needed is generally available.
- ☐ **Question 4:** My position frequently (41% - 70%) is provided general direction and task/project information is usually not readily available and must be sought.
- ☐ **Question 5:** My position frequently (41% - 70%) is provided minimal direction and task/project information is regularly vague.

Supervision Responsibilities *(Answer all that apply)*

- ☐ **Question 1:** My position involves the training and guidance of other employees and provides input to supervisors with respect to employee performance.
- ☐ **Question 2:** My position involves the assignment and scheduling of tasks of others.
- ☐ **Question 3:** My position is directly responsible for the performance of others.
- ☐ **Question 4:** My position directs employee performance evaluation including hiring, promotion, discipline, and termination.
- ☐ **Question 5:** My position has absolute authority to hire, discipline, and terminate employees with the involvement of human resources.
- ☐ **Question 6:** Total number of people who report to your position in the organization. (E.g., For a department head, all employees in the department would be included.)

Note: Answer each question independent of any preceding questions. For example: a position that is occasionally somewhat strenuous may also be occasionally very strenuous. Enter 1 to 5, 1 - Strongly Disagree with the statement to 5 - Strongly Agree.

Strongly Disagree	Somewhat Disagree	Neither Agree Nor Disagree	Somewhat Agree	Strongly Agree
1	2	3	4	5

Impact *(Answer all that apply)*

- ☐ **Question 1:** Mistakes made in my position typically lead to only minor costs, waste, or inconvenience.
- ☐ **Question 2:** Mistakes made in my position may lead to some costs, waste, or inconvenience.
- ☐ **Question 3:** Mistakes made in my position may lead to significant costs, waste, or inconvenience.
- ☐ **Question 4:** Mistakes made in my position may lead to major costs, waste, or inconvenience and short-term impact to the direction, goals, and reputation of the organization.
- ☐ **Question 5:** Mistakes made in my position may lead to major costs, waste, or inconvenience and long-term impact to the direction, goals, and reputation of the organization.

Physical *(Answer all that apply)*

- ☐ **Question 1:** On occasion (16% - 40%), my position is slightly strenuous often requiring minimal physical exertion and/or lifting of minimal weight (< 5 pounds).
- ☐ **Question 2:** On occasion (16% - 40%), my position is somewhat strenuous often requiring light physical exertion and/or lifting of light weight (< 20 pounds).
- ☐ **Question 3:** On occasion (16% - 40%), my position is strenuous often requiring some physical exertion and/or lifting of moderate weight (< 40 pounds).
- ☐ **Question 4:** On occasion (16% - 40%), my position is very strenuous often requiring physical exertion and/or lifting of heavy weight (< 60 pounds).
- ☐ **Question 5:** On occasion (16% - 40%), my position is extremely strenuous often requiring substantial physical exertion and/or lifting of especially heavy weight (> 60 pounds).

Position Vantage Point



Note: Answer each question independent of any preceding questions. For example: a position that involves interaction with vendors may also involve interaction with senior managers. Enter 1 to 5, 1 - Strongly Disagree with the statement to 5 - Strongly Agree.

Strongly Disagree	Somewhat Disagree	Neither Agree Nor Disagree	Somewhat Agree	Strongly Agree
1	2	3	4	5

Working Condition *(Answer all that apply)*

- ☐ **Question 1:** My position rarely (1% - 15%) or never (0%) involves exposure to uncomfortable temperature, noise, chemicals/gases, contagious diseases, airborne pathogens, and/or physical trauma.
- ☐ **Question 2:** My position often involves occasional (16% - 40%) exposure to uncomfortable temperature, noise, chemicals/gases, contagious diseases, airborne pathogens, and/or physical trauma.
- ☐ **Question 3:** My position often involves frequent (41% - 70%) exposure to uncomfortable temperature, noise, chemicals/gases, contagious diseases, airborne pathogens, and/or physical trauma.
- ☐ **Question 4:** My position often involves regular (over 70%) exposure to uncomfortable temperature, noise, chemicals/gases, contagious diseases, airborne pathogens, and/or physical trauma.
- ☐ **Question 5:** My position often involves potentially life-threatening exposure temperature, noise, chemical/gases, contagious diseases, airborne pathogens, and/or physical trauma.

Interaction *(Answer all that apply)*

- ☐ **Question 1:** My position requires frequent (41% - 70%) interaction with employees or supervisors within my work area.
- ☐ **Question 2:** My position requires frequent (41% - 70%) interaction with employees and supervisors of other departments.
- ☐ **Question 3:** My position requires frequent (41% - 70%) interaction with administrative and technical staff including those outside the organization, i.e., vendors.
- ☐ **Question 4:** My position requires frequent (41% - 70%) interaction with executive level employees, senior managers, and directors.
- ☐ **Question 5:** My position requires frequent (41% - 70%) interaction with individuals outside the organization including community leaders, citizens, and the media.

Position Vantage Point



Note: Answer each question independent of any preceding questions. For example: position that involves petty cash purchases may also manage the department budget. Enter 1 to 5,
1 - Strongly Disagree with the statement to 5 - Strongly Agree.

Strongly Disagree	Somewhat Disagree	Neither Agree Nor Disagree	Somewhat Agree	Strongly Agree
1	2	3	4	5

Financial (Answer all that apply)

☐

Question 1: My position is responsible for minor/petty cash purchases.

☐

Question 2: My position is involved with financial/budgetary matters including purchase orders, payments, grant funds, employee benefits, and the like.

☐

Question 3: My position manages the budget for the department / work unit.

☐

Question 4: My position allocates funds for the various departments / work units.

Question 5: The greatest value that my position has purchasing authority without approval by another individual or external authority. (Select only one)

☐

None

☐

Less than \$5,000

☐

Less than \$50,000

☐

Less than \$1,000

☐

Less than \$10,000

☐

More than \$50,000

☐

Less than \$2,500

☐

Less than \$25,000

Additional Information

VILLA RICA COMPENSATION STUDY

RFP Evaluation Scoring Sheet

Evaluation Factor	Points	Company
Technical Ability	55	
Agents and Addresses	5	
Statements of Methods and Procedures	35	
Management Synopsis	15	
Past Performance	15	
References	15	
Financial	15	
Cost of Services	15	
Management Criteria	40	
Work Schedule	15	
Structure and Content of Work Product	25	
Total – All Evaluation Points	125	
Total-		

Reviewer Name: _____

Title: _____

Tab 3. Project Synopsis

We are pleased to submit this proposal to review the City's current system and recommend either revisions to the current system or the development of a new system. The project steps will include job analysis, classification and evaluation; market analysis; the development of a recommended pay plan (new or revised), and reports detailing our findings and recommendations. The study will include recommendations for implementing the proposed recommendations and ongoing communication with City management and Human Resources staff.

In keeping with this understanding, the Archer Company will conduct the tasks outlined below. All tasks will be performed in coordination and cooperation with management, with significant input and participation from the City's management team and employees as appropriate. The Archer Company will:

- (1) Conduct a thorough analysis of City positions in order to identify and redefine job classifications as necessary to reflect current operations and work assignments within the City (this is expected to include the consolidation of existing job titles as appropriate);
- (2) Implement a new job evaluation system in order to provide the City with tools to sustain a sound classification system and an equitable pay system;
- (3) Evaluate all classifications using our innovative point factor job evaluation matrix in order to establish a job worth hierarchy that ranks classifications properly and corrects the problem of over- or under-valued positions (re-establish internal equity);
- (4) Conduct a **comprehensive market and benefits** survey to assess the competitiveness of the City's salaries in the market and to align the new pay plan with the competitive market;
- (5) Develop a pay plan that will accommodate the findings and balance internal equity with market considerations;
- (6) Develop a plan for implementing the results of the study, to include cost analysis and projections for implementation costs;
- (7) Update the City's job descriptions (class specifications) as needed;
- (8) Prepare reports detailing the findings; and
- (9) Train Human Resources staff in the use of the systems and methodology needed to maintain the pay plan internally. Software to be compatible with the current payroll system.

The Archer Company expects to work closely with Human Resources and City officials in order to ensure the success and long-term viability of the pay plan and to facilitate the implementation of our recommendations. We will draw from our extensive experience working with local governments in order to provide management with an objective, unbiased assessment of the City's competitiveness in the market.

Overall costs for a comprehensive compensation study for the City of Villa Rica: \$24,600. See breakdown of costs at Tab 7. Time Schedule for completion is approximately 16 weeks, Tab 5.

Management Synopsis

Paypoint HR, LLC (Consultant) is responding to the city of Villa Rica's request for proposals from qualified consultants to provide a comprehensive Compensation Study. The purpose of the study is to help the city to be recognized as an employer of choice in the area. Paypoint HR will objectively examine the job roles and their placement in the city's hierarchy, the external market's pay ranges for these same positions, and give recommendations for adjustments of the approximately 183 employees engaged across 123 unique positions as warranted by the findings. The study recommendations will be substantiated using quantitative evaluations, so that the city of Villa Rica may make informed decisions with respect to compensation including benefits. It is anticipated the project will take 16 weeks to complete at a firm fixed-price cost of \$35,000.

Our methodology is built on working with our clients and their employees to make appropriate, project-focused recommendations and then staying with the Project Team to see the recommendations are put into place. Our clients have peace of mind knowing the key to our success is ensuring implementation of recommendations.

Paypoint HR, LLC realizes that the employees are the most valuable asset and will be treated accordingly. By including employee input in the project, it is our experience that they feel "heard" and "valued." As such, they will be more likely to find the pride and fulfillment that public service lends. This forward-thinking philosophy ensures the city will be seen as a great place to make a career as well as make a living.

We test our recommendations to ensure they are following sound business practices and will be a solid foundation for our clients going forward. The recommendations we make are intended to produce a structured program that gives ongoing guidance on how to improve an organization's ability to recruit, reward, motivate, and retain talent in a competitive environment. Specifically, we have developed an approach and methodology that incorporates the following:

- Market competitiveness;
- Recognition that compensation is comprised of more than just base pay levels;
- Consideration of changes in recent compensation trends and strategies; and
- Customization of solutions that consider the diversity of needs present within the Client's organization and allows the Client to select the components and options that best meet their overall needs.

Once the recommendations are made for updates to classifications and pay structures, the city will be given our custom designed tools for implementation and ongoing administration. We will create a custom Compensation Factor Scoring (CFS) system using information gathered during the study and provide the city access to the system to help place positions in the future.

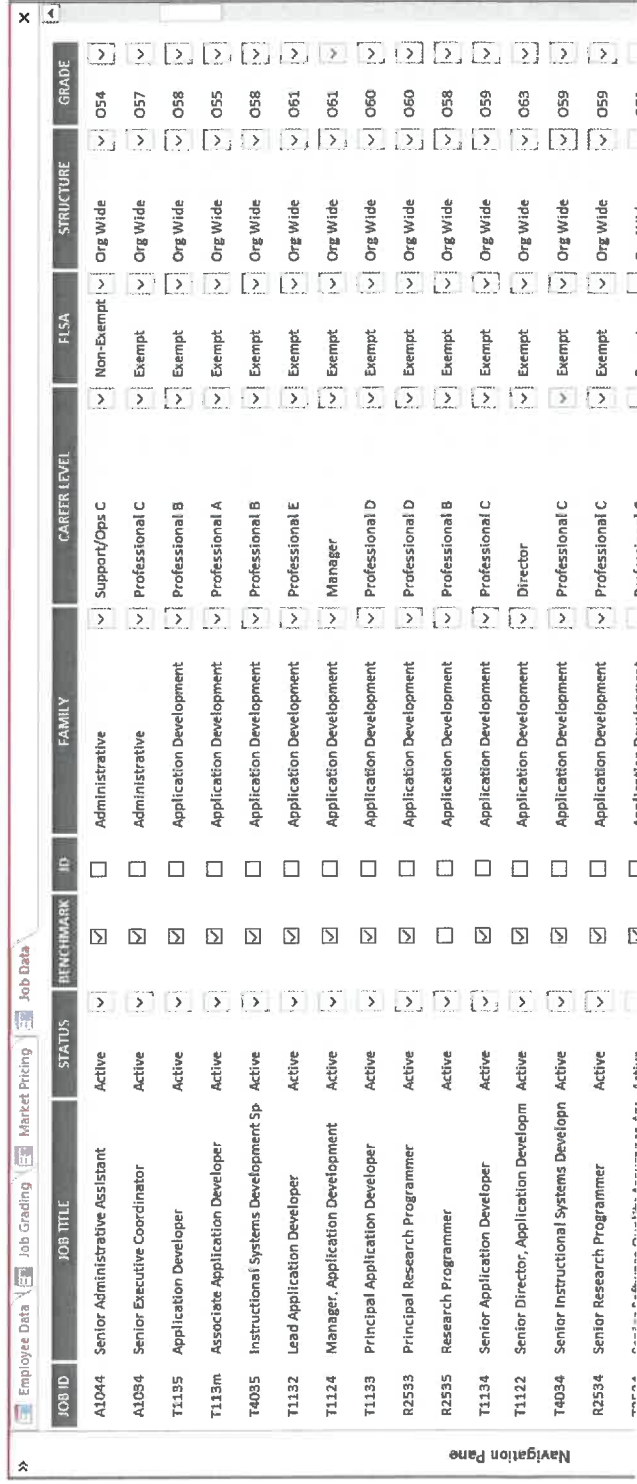
III. Approach and Project Plan

Our CompManager Platform

Our engagement with and ongoing support of the City will be data-intensive and require secure handling of relational data that integrates across multiple sources, including the City's HRIS. Our CompManager platform allows for this secure data management and allows us to develop, house, and manage almost all our professional content and deliverables in one system. It has developed organically over the years because compensation program components work together and their design, analysis, and costing are best managed through a relational framework.

Our system is not commercially available for purchase – it is a modular tool that we tailor while working with clients during program review and redesign engagements. The client has access to the system on an intermittent basis during a project – it is not always available to ensure data security and control – and full access at the completion of our engagement. This tool serves as an important component of our handoff to the client so that they can continue to administer the new program and serves as a cost-effective and time-efficient means for the client to work with us in the future.

Example CompManager Landing Page



JOB ID	JOB TITLE	STATUS	BENCHMARK	ID	FAMILY	CAREER LEVEL	FLSA	STRUCTURE	GRADE
A1044	Senior Administrative Assistant	Active	☒	☐	Administrative	Support/Ops C	Non-Exempt	Org Wide	O54
A1094	Senior Executive Coordinator	Active	☒	☐	Administrative	Professional C	Exempt	Org Wide	O57
T1195	Application Developer	Active	☒	☐	Application Development	Professional B	Exempt	Org Wide	O58
T113m	Associate Application Developer	Active	☒	☐	Application Development	Professional A	Exempt	Org Wide	O55
T4095	Instructional Systems Development Sp	Active	☒	☐	Application Development	Professional B	Exempt	Org Wide	O58
T1132	Lead Application Developer	Active	☒	☐	Application Development	Professional E	Exempt	Org Wide	O61
T1124	Manager, Application Development	Active	☒	☐	Application Development	Manager	Exempt	Org Wide	O61
T1133	Principal Application Developer	Active	☒	☐	Application Development	Professional D	Exempt	Org Wide	O60
R2593	Principal Research Programmer	Active	☒	☐	Application Development	Professional D	Exempt	Org Wide	O60
R2595	Research Programmer	Active	☐	☐	Application Development	Professional B	Exempt	Org Wide	O58
T1134	Senior Application Developer	Active	☒	☐	Application Development	Professional C	Exempt	Org Wide	O59
T1122	Senior Director, Application Developm	Active	☒	☐	Application Development	Director	Exempt	Org Wide	O63
T4034	Senior Instructional Systems Developn	Active	☒	☐	Application Development	Professional C	Exempt	Org Wide	O59
R2534	Senior Research Programmer	Active	☒	☐	Application Development	Professional C	Exempt	Org Wide	O59

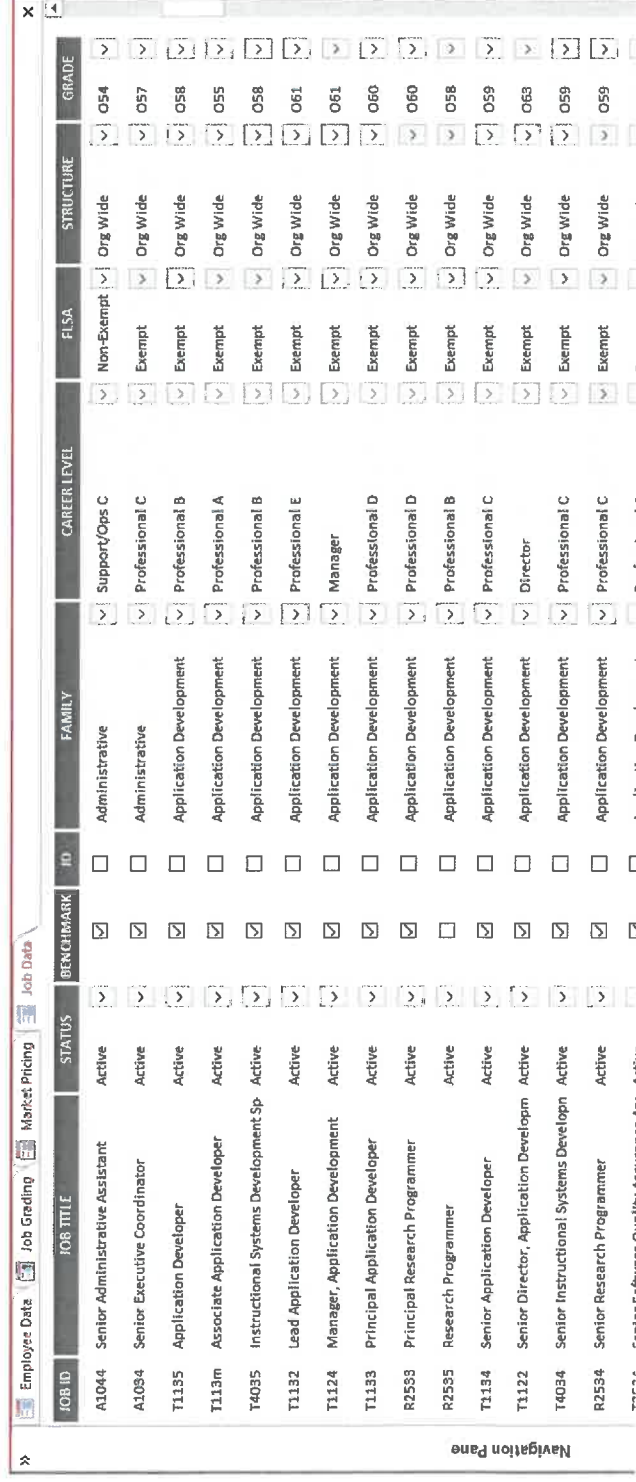
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Example CompManager Landing Page



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R2534	Senior Research Programmer	Active	☒	☐	Application Development	Professional C	Exempt	Org Wide	O59

III. Approach and Project Plan

Preliminary Work Plan

Phase 1: Internal Discovery

Step 1: Project Planning

- We will kick off the project with a meeting between the City HR Director and the Bolton project team to finalize engagement goals and scope, and establish data needs, time milestones, and deliverables. Bolton will prepare data requests and assist with data collection, as needed, and will prepare a working project plan.

Step 2: Current Program Review

- Bolton will collect and internally review the organizational plan and policy documents, as well as previous assessments and analyses that describe the current compensation programs and their administration. We will meet with the HR team to ensure our full understanding of the current program.

Step 3: Leadership Discovery

- Bolton will work with the City and the City Manager, the Deputy City Manager, and the Finance Director on the project, its steps, desired outcomes, and timing. We will gather their direction and insight into the City's needs and their perceptions of the current program's effectiveness.

Step 4: Management Interviews

- We will interview department heads and other management to better understand the work of the City, how it is organized, and intended job results, to learn more about special talent considerations and labor market challenges, and to gather perceptions of the current program's effectiveness.

Step 5: Job Analysis

- The City will provide Bolton with copies of all current job descriptions. Additionally, we will work with the City to distribute a customized Position Information Form to the 183 employees. The PIF will gather current information on the duties and responsibilities of each position. We will review the completed PIFs and identify where there are differences in the role as described within the PIF versus the current job description. We will report to the City where there are material differences in the two job documentations.

Step 6: Phase Briefing

- At the end of this phase, we will update our working project plan and meet to debrief on phase outcomes and project progress. We will also incorporate new project directions, if needed, to confirm the remaining project phase and steps.

III. Approach and Project Plan

Phase 2: Market Discovery

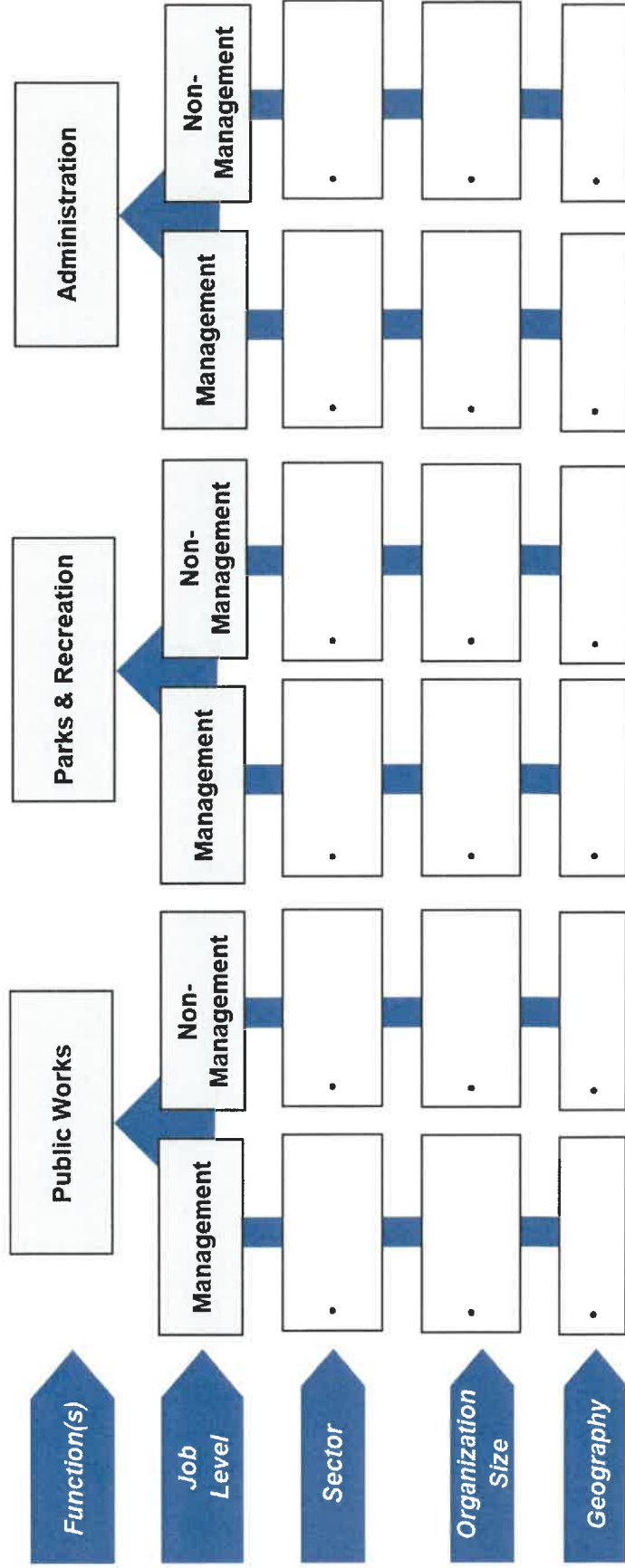
Step 1: Preliminary Analysis of City Jobs

- Analyze the City's jobs to fully understand duties and responsibilities, as well as job requirements, and to assign jobs to Bolton's market job families and career levels.

Step 2: Market Strategy

- Collaborate with the City to finalize appropriate competitive labor market(s) that aligns with the feedback received from leadership and management, including specific peer organizations.

Example Market Strategy Framework



III. Approach and Project Plan

Phase 2: Market Discovery (continued)

Step 3: Custom Survey/Original Research

- Using our TRDx platform, we will conduct a custom survey of total compensation levels and practices survey of up to 20 identified peers per survey.
- Guided by the City's input, we will develop a target list of comparable and surrounding (regional) jurisdictions, institutions of higher education, and applicable private/public sector competitors.
- We will work with the City to define the most appropriate contacts at each target and a communication plan designed to gain maximum participation.

Step 4: Published Survey Analysis

- In addition, Bolton maintains an extensive library of published surveys and research that covers a wide array of market sectors, geographies, and job types. Our CompManager database has over 500,000 records of base and total cash compensation data.
- We will incorporate this data into our analyses, if needed, to represent desired labor markets.
- The results of our survey and supplemental market research will be summarized and presented as part of our subsequent gap analysis.

Bolton's Total Reward Data Exchange or TRDx is a cloud-based reciprocal exchange of total rewards and human resource data among invited organizations. The interface and tools allow for efficient participation while the back-end systems ensure user and survey data security. The administration and reporting procedures ensure data confidentiality and compliance with FTC and DOL anti-collusion regulations.

The job content for our TRDx comes from our CareerStream roles and streams. It currently contains over 85 career families that get combined with our CareerStream levels to survey almost 1,100 different jobs.

Step 5: Phase Briefing

- At the end of this phase, we will meet to debrief on phase outcomes and project progress. We will incorporate new project direction, if needed, to confirm the remaining project phase and steps.

III. Approach and Project Plan

Phase 3: Program Design (Continued)

Step 3: Structure and Grading System Review

- Bolton will employ the market data to update the base pay structure and ranges to a market competitive positioning and alignment with the City's compensation philosophy and objectives. We will identify opportunities to combine and simplify the current 33-grade structure. We will also develop recommendations for any grade re-assignments that might be warranted by the market data and/or our classification review.

Step 4: Employee Pay Equity and Delivery Analysis

- Once the revised structure(s) is/are in place and jobs have been classified and assigned to grades, Bolton will assess the competitiveness and equity of actual employee pay. We will use compar ratios, range penetration, or other market alignment measures to assess the City's overall competitive alignment as well as by roles, career stream, department, and individually.

Step 5: Implementation Plans

- We will also work with the City to determine appropriate implementation approaches, including strategies for fixing any pay inequities that arise from the study, the revised structures, and how jobs are graded. These recommendations will include the Individual Impact Analysis that identifies the Cost of Implementation for both Immediate costs (the annualized amount below the new minimums) and Longer-term costs (aggregate range penetration and potential impact on annual pay increase budget). These recommendations will include cost analysis for one-year, two-year, and three-year implementation strategies.

IV. Planned Project Team

Scott Schreiber, Project Manager

Scott Schreiber is a Managing Director with Bolton and will serve as the lead consultant and project manager on this project. For over 35 years, Scott has led multidisciplinary efforts to assist clients in maximizing the return on their compensation investment.

Along with his expertise in classification and compensation, Scott specializes in:

- Market competitive total compensation review and design that provides the necessary external alignment for the retention and attraction of a viable workforce.
- Developing alternative approaches to Classification Systems, Point Factor plans, Scored Questionnaires, as well as Market-Based Job Evaluation, for building internal hierarchy systems.
- Designing and constructing effective base pay plans for the equitable delivery of pay as well as providing for efficient administration across varied employee populations.

Scott has consulted extensively with public and private sector organizations of various sizes across various industries. Examples of his public sector clients include Baltimore County MD, Cincinnati Art Museum, the City of Indianapolis, Kenton County Airport Board, Northern Kentucky Health Department, Takoma Park MD, and Wor-Wic Community College. In addition to the public sector, his industry expertise includes professional services, financial services, software, and manufacturing. Examples of his private sector clients include American Trim, Battelle, Kroger, Honeywell, OE Connection, GJ Pepsi, and Rhinestahl.

Scott joined Bolton as a result of their acquisition of RSC Advisory Group (which he co-founded). Prior to RSC, he served as the Midwest Compensation Practice Leader for Watson Wyatt and was a Principal and Practice Leader for Mercer's Reward and Talent Management practice. Prior experience also includes being Vice President of Human Resources of a large insurance company, and Consultant with The Hay Group.

Scott earned a Master's in Business Administration from Xavier University and a Bachelor of Arts from the University of Cincinnati. Scott is a frequent national presenter on employee pay and variable compensation issues.

IV. Planned Project Team

Dan Ripberger, Senior Consultant

With 30 years of experience, Dan Ripberger has a long history of maintaining successful client relationships and providing sound and effective compensation advice. Along with his expertise in job architecture, classification, and compensation, Dan is particularly adept in Change Management counsel, integrating total rewards and securing the support of elected and employee leadership.

Over his career, Dan has advised clients of most types and sizes and has developed specialized knowledge of the mission-focused and public sector markets. A sample of his public sector client assignments includes Baltimore County MD, Dunedin FL, Fredericksburg VA, Maryland Department of Legislative Services, State of North Carolina, Takoma Park MD, University of North Carolina, US DoD Research and Engineering Labs, Wicomico County MD, Winter Park MD, and Wytheville VA. In addition, Dan has worked with such quasi-public sector organizations as DC Water & Sewer Authority, Municipal Securities Rulemaking Board, National Quality Forum, and Regional Income Tax Agency

Dan began his consulting career with Towers Perrin in Washington D.C. He then worked with clients nationally with Aon and helped build their newly acquired Washington, D.C. area office. He went on to help found PRM Consulting in Washington, D.C., and managed the consulting practices for MPI Consulting, a boutique consulting firm in the Midwest. Dan joined Bolton as a result of their acquisition of RSC Advisory Group, a niche compensation and total rewards consulting he helped found in Washington, D.C., and the Midwest.

He earned a bachelor's degree with concentrations in Economics and Human Resources from Xavier University and has completed significant post-graduate work in labor economics, econometrics, and statistical research at Old Dominion University and Virginia Commonwealth University. He maintains professional certifications from both WorldatWork and the Society for Human Resource Management.

IV. Planned Project Team

Jennifer Durham, Consultant/Project Manager

Jennifer Durham will serve as a Consultant and Project Manager for our engagement. She is a seasoned professional with almost 20 years of collective total rewards and human resources management experience.

Her most recent experience includes market pricing and analysis, job classification, job evaluation, custom surveys, and structure development. Jennifer is the lead administrator for Bolton's market surveys, such as our TRDx client-specific surveys.

A sample of Jennifer's public sector client assignments includes Ada OK, Baltimore County MD, Dunedin FL, Fredericksburg VA, Maryland Department of Legislative Services, Middletown OH, Takoma Park MD, Wicomico City MD, Winter Park MD, and Wytheville VA.

Prior to joining Bolton, Jennifer was a senior analyst with RSC Advisory Group with a focus on market pricing and analysis, custom survey administration, and executive compensation. Prior to consulting, she served as Director, Human Resources for Sekisui XenoTech.

She has a Bachelor's degree in both Accounting and Marketing from Kansas State University and holds senior professional certification through HRCI (SPHR).

Sandra Bruce, Consultant

Sandra Bruce is a Consultant with Bolton specializing in public sector job analysis and classification. With 31 years of experience in state government, she has a long history of providing effective position classification services and recommendations.

Sandra served as a Classification and Compensation Analyst with the Georgia Merit System during the Georgia Gain project and also served as a functional SME during the state's Job Code Redesign project, providing insight and recommendations on a statewide level.

Most recently, Sandra served as a Senior Human Resources Consultant for the Georgia Department of Labor, focusing on classification and compensation reviews, COVID protocols, and strategic recruitment efforts. Prior to that, Sandra was the Human Resources Director for the Georgia Department of Defense, the state agency responsible for oversight and support of the Georgia Army and Air National Guard.

Sandra earned a Master of Public Administration from Georgia State University and a Bachelor of Arts in Political Science and English from LaGrange College. She has held her PHR certification since 2000.

C. Management Synopsis

The following describes the highlights of the proposal.

McGrath Human Resources has conducted hundreds of comprehensive compensation and classification studies nationwide, primarily for public sector organizations. The Human Resources consulting team is comprised of experienced human resources practitioners from both the private sector and local city and county government and have also been part of this human resources consulting team ranging between 8-21 years. These consultants also work with the public safety division and have advanced knowledge of public safety, especially as it relates to compensation. Detailed information about the Firm and project team members is provided in **Section A** above of our proposal. The designated Project Manager, Dr. Victoria McGrath.

Section B provides the City with a detailed description of our methodology and approach. This is characterized as a systematic, logical series of tasks aimed at assuring thoroughness, consistency, and objectivity. After conducting a needs assessment with the City, confirming the City's compensation philosophy with City leaders, and analyzing the current Compensation System and benefits package, our Firm utilizes Best Practices throughout the process, which includes data collection of salary and job content data from multiple City sources and its mutually identified comparables. Data analysis is then utilized to put this information into a meaningful summary format which is shared with the City so any adjustments to the Compensation System can be envisioned. The Format and Content of our Work Product is described in **Section D**. A copy of a final report has been provided.

The Firm expects to complete the project work plan in about five (5) months, once started. A detailed project schedule for major tasks of the work plan is available in **Section E**. Although there is a possibility the project can be completed sooner, this will be dependent upon the speed of participation from comparable organizations during the market survey. Our Firm does not use a historical database for wage information. Instead, we collect real time market data to ensure its accuracy, and we have found comparable organizations are slower in their response to provide that salary and benefit data since the pandemic. The Firm has worked additional time for data collection and analysis into the project schedule to allow for this.

Our references and related project experience are listed in **Section F**. Our Firm has over 400 clients in 40 states. Because of this, a portion of our clients has been provided. We have provided a summary of each project listed as a reference, and additional contacts will be provided on other projects, as requested by the City.

Our Firm sets project fees based on the total project. Therefore, the fixed fees include all consulting professional fees, administrative costs, and travel costs to provide a not to exceed cost. The cost of this project is \$30,985 plus travel expenses. Additional add-on options and information on the proposed fees is in **Section G**.





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Agreement for Entertainment Services

AGENDA DATE: March 14, 2023

DATE PREPARED: March 2, 2023

PREPARED BY: Tracie Ivey, Director of Parks & Recreation

AMOUNT: \$5,800.00

GL ACCOUNT #: 100-6130-523880

FUNDING SOURCE: General Fund

BUDGETED ITEM? Yes

PURPOSE: Entertainment services for the Parks & Recreation Volunteer Banquet.

BACKGROUND: The Parks & Recreation wishes to resume offering a Volunteer Banquet for all people who volunteer their time and support our department in youth sports, special events, and in other service areas.

STAFF RECOMMENDATION: Staff recommends the approval of the attached agreement with Kalmon Productions, LLC for the provision of the main entertainment for said event.

IMPACT: To show appreciation to the many people in the community who support our efforts through volunteering their time during the year and who support our efforts.

MOTION: I move to approve the agreement between the City of Villa and Kalmon Productions, LLC. to provide entertainment for the Villa Rica Parks & Recreation Volunteer Banquet.

Kalmon Productions, LLC

Agreement B032523 Villa Rica

This performance agreement (the "Agreement") is entered into on March 14, 2023 by and between City of Villa Rica, Georgia ("Buyer") and Kalmon Productions, LLC (Lender) f/s/o Ricky Kalmon ("Talent"). WHEREAS, Buyer desires to hire Talent, as independent contractor(s), to present at the event more generally described below (the "Performance" and or "Presentation"). The Buyer, Lender and Talent are sometimes collectively referred to as the "Parties."

City of Villa Rica, Georgia
(hereinafter referred to as Buyer)
571 West Bankhead Highway
Villa Rica, GA 30180

Kalmon Productions, LLC
(hereinafter referred to as Lender)
f/s/o Ricky Kalmon ("Talent").
825 Minsterworth Dr., Alpharetta, GA 30022

Date: March 25, 2023

Presentation for: City of Villa Rica Georgia

Location: The Villa Rica Civic Center (VPlex), 1605 Highway 61, Villa Rica, GA 30180

Performance: The Ricky Kalmon Hypnosis Show

Approximately 60 minutes in length. Approximate Time: 7:00 pm

Special Performance Fee: \$5,800.00, payable on or before 3/25/23.

*If any payments are made by credit card, there will be a 3.5% fee added.

*ACH and Wire transfers are accepted for payments.

Talent is an independent contractor and assumes all responsibility for withholding tax, social security and state tax. Nothing herein shall be construed as the parties having entered into a partnership, joint venture, or employment relationship. All payments shall be made in full without any deductions from the above fee(s).

Talent and Buyer cannot be held liable for failure to appear Due To Force Majeure. Talent and Buyer may be obliged to cancel for reasons beyond their control ("Force Majeure"). Force Majeure will be defined as war or threat of war, acts or threats of terrorism, insurrection, riots, strikes, civil action, decisions by governments, natural disasters, bad weather, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers. In such cases, both parties shall inform each other as soon as is reasonably practical. In this event due to Force Majeure, Talent agrees to apply any received Fee towards the price of a future performance by Talent, provided that Buyer schedules such future performance within twelve (12) months of the cancellation of this Agreement and that Talent is available on requested date.

Special Instructions: See Attached Agreement Rider

Please sign and return via email to secure date. A fully executed copy will be forwarded to you. In the event this agreement is terminated by Buyer, 100% of Fee is due and owing. In the event this agreement is terminated and or rescheduled, Talent agrees to apply any received Fee towards the Fee of a future performance by Talent, provided that Buyer schedules such future performance within twelve (12) months of the cancellation of this Agreement and that Talent is available on requested date.

Date
Gil McDougal (Representative for Buyer)
City of Villa Rica, Georgia (Buyer)

Date
Kalmon Productions, LLC (Lender on behalf of Talent)
Ricky Kalmon, Managing Member

Kalmon Productions, LLC

Agreement Rider for RICKY KALMON
***Please forward this Rider to AV / Production Company and Venue**

This rider is in addition to the already agreed upon terms for the following BUYER:
Gil McDougal (Representative for Buyer)
City of Villa Rica, Georgia (Buyer)
Agreement B032523 Villa Rica

Event Date: March 25, 2023

1. Professional sound system with one wireless handheld microphone. Hotel systems where the speakers are built into the ceiling are not sufficient. A mixing board and 2 stage audio monitors are required.
2. Talent will provide a MP3 Tech Player. Talent will use this to operate all music cues remotely from stage. This will need to be place at the soundboard and will need one input into the soundboard. In large ballrooms, this unit will be placed backstage via Direct Box (DI). If placed backstage, please provide one Direct Box. Please provide one electrical input.
3. Twelve (12) straight back, stack type chairs on stage. One Bar Stool. A large stack of paper cocktail napkins.
4. If a stage is erected, it should be at least 24' X 12' (24' wide and 12' deep). Buyer is solely responsible for the structure, integrity and safety of the stage. Buyer agrees to appear, defend, indemnify and hold harmless Talent from and against any and all damage, claims and actions, including without limitation claims for personal injury, arising from or relating to the installation, maintenance and use of such stage.
5. Audience should be seated as close to stage as possible, without open space. (i.e.. without dance floor space)
6. Lighting should be a full stage wash. (Adding Lighting is Optional to the Buyer)
7. Buyer may video recored performance under the following conditions. Talent shall be entitled to a clean copy of the video in digital format of the performance. Talent shall also be entitled to any digital photos. No part, portion or segment of any performance may be broadcast or sold either by audio, video or photographic means without the express written permission of Talent.
8. SPECIAL NOTE: No one is pre-selected or chosen in advance to participate in the show. Volunteers come from the audience during the performance. Yes, they really volunteer.
9. Performance space must be an indoor venue.
10. Promotional use of Ricky Kalmon's Name and Brand. Please refrain from any use of spiral images, swinging watches, or any mystical artwork or graphics. This type of imaging is the opposite of Ricky Kalmon's brand. It can portray a negative perception. When promoting Ricky Kalmon for the date(s) associated with this agreement, please use the following: Ricky Kalmon - Mindset Expert, Motivational Speaker, and Celebrity Hypnotist

** Media Kit will be provided upon request, (Photo, Bio, and Logo)*

Date

Gil McDougal (Representative for Buyer)
City of Villa Rica, Georgia (Buyer)



CITY OF VILLA RICA

City Council Packet

SUBJECT: Water and Sewer Ordinance Revision

CITY COUNCIL AGENDA DATE: March 14, 2023

DATE: February 6, 2023

PREPARED BY: John Bain, Utilities Director

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: To introduce a revision to the pretreatment service charges section of the Sewer Use Ordinance.

BACKGROUND: In review of the City's Industrial Pretreatment program, staff identified needed revisions to the City's Sewer Use Ordinance. These are due to requirements of the Environmental Protection Division (EPD) and increased operational costs.

The Georgia EPD requires all permit constituents to be limited to local levels. The city-issued permits to industrial users identify permit limits for BOD and TSS of 1,500 mg/l, although the local limits are 250 mg/l (21-151-a2-(d)). This will be addressed through re-issuance of the permits.

Staff analyzed data on sampling and treatment of the industrial discharges. Identified were increases in operational expense proportional to the increased concentration of the permitted constituents for those concentrations that exceed the permit limit. Ammonia nitrogen has also been identified as a primary contributor of operational expense increases relative to the permitted industrial users, although not listed on previous permits. The proposed revisions to Item 21-78(c) include the addition of TKN, phosphorous, oil and grease, and ammonia nitrogen to the surcharge schedule, as these items are part of the permits issued and tested as required. The proposal would assess surcharges only for those concentrations that exceed the permit limit. Any concentration below the permit limit would not be assessed a surcharge.

Operational and chemical costs due to the treatment of industrial discharges have increased 35.6% since the last surcharge calculations were performed. Staff is proposing an increase in the surcharge cost factor of 35%.

Proposed revisions:

(c) Establishment of limits for imposing surcharges. All persons discharging industrial wastes into the public sewers shall be charged and assessed a surcharge, in addition to any sewer service charges, if these wastes have a concentration greater than the following:

Existing Schedule

Constituent	Units	Permit limit	Surcharge Concentration
Biochemical oxygen demand	mg/l	1500	> 250
Total suspended solids	mg/l	1500	> 250
TKN (total kjeldahl nitrogen)	mg/l	40	N/A
Phosphorus, total	mg/l	7.0	N/A
Oil and grease	mg/l	100	N/A

Current Cost Factor: \$1.09/lb

Proposed Schedule

Constituent	Units	Permit Limit	Surcharge Concentration
Biochemical oxygen demand	mg/l	250*	> 250
Total suspended solids	mg/l	250*	> 250
TKN (total kjeldahl nitrogen)	mg/l	40	> 40
Phosphorus, total	mg/l	7.0	> 7.0
Oil and grease	mg/l	100	> 100
Nitrogen, ammonia	mg/l	50 (proposed)	> 50

*EPD Requirement to match local limits

Proposed Cost Factor: \$1.47/lb

STAFF RECOMMENDATION: Staff recommends approval of the proposed revision of the Sewer Use Ordinance, Section 21-78, as noted in the proposed schedule, to include the addition of ammonia nitrogen, and the increase in surcharge expense to \$1.47 per pound of constituent for those concentrations that exceed the permit limit.

MOTION:

I move to approve the proposed revision to Sewer Use Ordinance section 21-78.

City of Villa Rica
571 West Bankhead Highway, Villa Rica, Georgia 30180
Telephone: (770) 459-7000; Fax: (770) 459-7003

NOTICE OF PUBLIC HEARING
BY THE UTILITIES DEPARTMENT
OF THE CITY OF VILLA RICA

Public hearings will be conducted by the City Council on Tuesday, March 14, at the Holt-Bishop Justice Center, Municipal Court Room, 101 Main Street, Villa Rica, Georgia.

ORDINANCE REVISION:

The City Council of the City of Villa Rica will hold public hearings to consider an ordinance revision to the City's Water and Sewer Ordinance, *Section 21-78 Service Charges*. Specifically, the city is proposing to alter *21-78.b Pretreatment Charges and Fees*, *21-78.c Establishment of limits for imposing surcharges*, and *21.78d Formula determining surcharges*.

The public is invited to attend the hearings for oral comments, or submit written comments on the subject to the City of Villa Rica, Attention: Villa Rica City Council, 571 West Bankhead Highway, Villa Rica, Georgia 30180, prior to the public hearings. Opponents to the above actions are required to submit a disclosure report five days before the public hearings. Copies of the revision will be available at the above address and on the City's website. For questions or concerns, call the Utilities Department, at 678.840.1401.

Chemical Budgeting Price Inflation

Chemical	Price Increase (%)	Weighted Use, %	Adjusted Increase
<u>CF 1330 – Dewatering Polymer</u>			
2019: \$1.34/lb. Delivered			
2023: \$1.95/lb. Delivered	45.5	33.8	15.4
<u>CF 517 – Sludge Conditioner</u>			
2019: \$1.30/lb. Delivered			
2023: \$1.46/lb. Delivered	12.3	28.7	3.5
<u>Lime Slurry</u>			
2019: \$0.056/lb. Delivered			
2023: \$0.084/lb. Delivered	50.0	5.0	2.5
<u>ACS</u>			
2019: 0.215/lb. Delivered			
2023: 0.309/lb. Delivered	43.7	32.5	14.2
Average cost increase	37.9	Adjusted cost increase	35.6%

2022 West Plant Chemical Budget Analysis - Weighted Costs

Chemical	Cost (\$)	% of Total Cost
ACS	77813.40	32.5%
Lime	11880.08	5.0%
Conditioner	68575.00	28.7%
Polymer	80887.00	33.8%
Total Cost	239155.48	100%

WATER AND SEWERAGE

Article I. In General

- Sec. 21-1. Tampering with water lines and meter prohibited.
- Sec. 21-2. Knowingly using city water after cutoff prohibited.
- Sec. 21-3. Damages; responsibility for payment.
- Sec. 21-4. Required report of damage to police.
- Sec. 21-5. Damages; apportionment of payment among persons with interest in land.
- Sec. 21-6. Cutoff of service.
- Sec. 21-7. Removal of meter authorized.
- Sec. 21-8. Violations and penalties.
- Sec. 21-9. Water Supply Cross Connection Rules.
- Secs. 21-10-30 Reserved.

Article II. Water and Sewer Rates

- Sec. 21-31. Fees; rates; charges.
- Sec. 21-32. Application for water service.
- Sec. 21-33. Credit of deposit.
- Sec. 21-34. City's responsibility and liability.
- Sec. 21-35. Consumer's responsibility and liability.
- Sec. 21-36. Access to premises and extensions of system.
- Sec. 21-37. Change of occupancy.
- Sec. 21-38. Meter reading; billings; collecting.
- Sec. 21-39. Suspension of service.
- Sec. 21-40. Complaints; adjustments.
- Sec. 21-41. Rental and use of Hydrant Meters
- Sec. 21-42-55 Reserved.

Article III. Sewer Use

Division 1. Generally

- Sec. 21-56. Purpose.
- Sec. 21-57. Administration.
- Sec. 21-58. Abbreviations.
- Sec. 21-59. Definitions.
- Sec. 21-60. Compliance with regulatory requirements.
- Sec. 21-61. Conflict of regulations.
- Sec. 21-62. Violations generally.
- Sec. 21-63. Notice of violation – Show cause hearing.
- Sec. 21-64. Same – Issuance of order.
- Sec. 21-65. Same – Failure to comply.
- Sec. 21-66. Same – Hearing authorized.
- Sec. 21-67. Same – Consideration of evidence.
- Sec. 21-68. Same – Effect of decision.
- Sec. 21-69. Injunction of violations.
- Sec. 21-78. Service Charges.

(a) Need. It is necessary to fix and collect sewer service charges, pretreatment surcharges, and other related fees from customers. Such charges shall be published separate from this article and the revenue received shall be used for operation, maintenance, debt retirement, and other authorized expenses.

(b) Pretreatment charges and fees. The city may adopt reasonable fees for reimbursement of costs of setting up and operating the city's pretreatment program which may include:

- (1) Fees for wastewater discharge permit applications including the cost of processing such applications;
- (2) Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a user's discharge, and reviewing monitoring reports submitted by users;
- (3) Fees for reviewing and responding to accidental discharge procedures and construction;
- (4) Fees for filing appeals; and

(5) Other fees as the city may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this article and are separate from all other fees, fines, and penalties chargeable by the city.

(c) Establishment of limits for imposing surcharges. All persons discharging industrial wastes into the public sewers shall be charged and assessed a surcharge, in addition to any sewer service charges, if these wastes have a concentration greater than the following:

Schedule

Constituent	Units	Concentration
Biochemical oxygen demand	mg/l	250
Total suspended solids	mg/l	250

The amount of the surcharge, which is hereby charged and assessed against all persons discharging industrial wastewater into the public sewers, shall reflect the cost incurred by the city in handling the excess wastes. This surcharge shall include a proportionate share of charges for maintenance and operation of the water pollution control facilities including depreciation and other incidental expenses.

(d) Formula determining surcharges. When any or all of the constituents enumerated in paragraph (c) exceed the concentration levels given, the city shall calculate surcharges based on the following formula:

$$\text{Amount of surcharge} = \text{combined cost factors} \times \text{effluent flow (mgd)}$$

The cost factor for each constituent shall be determined by multiplying the quantity of the constituent in excess of the surcharge limit by the average annual cost of removal of one pound of the constituent. The rates of surcharges for each of the aforementioned constituents shall be determined annually by the city in order that the above factors may correctly represent current treatment costs. The industrial waste surcharge cost factors shall not be increased in any year by more than 20 percent of the charge for the preceding year without written approval of the council.

(e) Rates and fees available. All sewer service charges, surcharges, pretreatment fees, and any other related fees shall be available for review at city hall.

(Ord. of 3-7-89, § 11.2; Ord of 1-2-01)



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Modification Design of Cleghorn Force main and Gravity Sewer
AGENDA DATE: March 14, 2023

DATE PREPARED: February 28, 2023
PREPARED BY: John Bain

AMOUNT: \$ 26,740.00
GL ACCOUNT #: 505-4115-521200
FUNDING SOURCE: Water and Sewer Fund
BUDGETED ITEM? Yes

PURPOSE: To design the modifications of the force main and gravity sewer of Cleghorn lift station.

BACKGROUND: Ongoing and future development plans requires an increased demand on the Cleghorn lift station and a higher flow to the West Plant. This is achieved in part by reducing the length of the force main to the gravity sewer. The existing force main extends to the west plant influent pump station located at the Distribution office. The proposed design work is for the installation of a new section of 12" force main and a 15" section of gravity sewer to the existing sewer outfall in the general area of Cannon Street and the Norfolk Southern RR right-of-way.

Staff has been in conversation with Simonton Engineering regarding the redirect of the force main to a different location, which reduces the pressure on the pumps, thereby increasing the flow rate.

STAFF RECOMMENDATION: Staff recommends the approval of the design of the modification of the force main and gravity sewer, at a cost of \$ 26,740.00.

IMPACT: The improvements to the conveyance system allows for increased flow to and from the Cleghorn lift station.

MOTION: I move to approve the Mayor to sign the modification agreement of the Cleghorn force main and gravity sewer, at a cost of \$ 26,740.00.

Date: _____

ATTACHMENT A - DESCRIPTION OF PROJECT

PROJECT: Cleghorn Force Main and Gravity Sewer Modification

LOCATION: General Vicinity of Willis Road and Norfolk Southern RR

LEGAL DESCRIPTION: N/A

OWNER: City of Villa Rica

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

Addendum to current Agreement for engineering Services

The project is to shorten the Cleghorn Pump Station force main by abandoning the section in the area of Willis Rd and installing a new section of 12" force main and 15" gravity sewer from Cannon St to the existing 15" sewer outfall. Location of each will be defined during design but the 12" force main will generally extend from the Cannon St. Connection to the Norfolk Southern RR right of way, then the 15" gravity sewer will extend under the railroad and follow the existing gravity sewer to manhole #12308. Total distance of new force main and gravity sewer is approximately 2,500 lf.

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

DATE: 2-25-23 _____

Date: _____

ATTACHMENT B - SCOPE OF SERVICES

The scope will include:

- Field investigation and old plan review to determine the horizontal and vertical location of the existing sewer & all field conditions on the surface.
- Prepare concept options for alignment and review with City staff to determine the best location for the 12" force main & 15" the gravity sewer. (Complete)
- Taking the input from the city, prepare design, plans and specifications for construction.
- Permitting to include RR and EPD
- Administer and coordinate the bid process to include recommendation of award.
- Construction administration and inspections

INFORMATION TO BE FURNISHED BY THE OWNER:

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

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

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

DATE: 2-25-23 _____

Date: _____

ATTACHMENT C - COMPENSATION

1. METHOD OF COMPENSATION

Compensation shall be:

- | | |
|---|--------------------|
| 1. Field Investigation and plan review for base mapping | \$ 1,660.00 |
| 2. 5' Auger bores along the route | \$ 1,480.00 |
| 3. Design, Plan Preparation | \$ 16,800.00 |
| 4. Optional Deep Geotech Investigation (rock invest) | \$ 5,000.00 |
| 5. RR and EPD Permitting, bidding and Award | \$ 1,800.00 |
| 6. Construction Administration and Inspections | 3% of Const. Cost. |

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

RATE SCHEDULE FOR PROFESSIONAL SERVICES

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

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

2. INVOICE PROCEDURE

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

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

DATE: 2-25-23 _____



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT:	Modification Design of Weatherstone Lift Station
AGENDA DATE:	March 14, 2023
DATE PREPARED:	February 28, 2023
PREPARED BY:	John Bain
AMOUNT:	\$ 32,100.00
GL ACCOUNT #:	505-4115-521200
FUNDING SOURCE:	Water and Sewer Fund
BUDGETED ITEM?	Yes

PURPOSE: To design a modification to the Weatherstone Subdivision lift station for improved operation, reliability, and to mitigate residential concerns.

BACKGROUND: The existing lift station is an older style, two stage, above ground pump system, which uses outdated pump control and operation equipment. The current operation has generated consistent alarm conditions, requiring frequent internal and contract emergency responses to keep operational. The utility has received noise complaints from nearby residents due to the condition of the station and the equipment. In order to modify the lift station to a submersible pump station, approximately one-half of the force main will need to be upsized to accommodate the conversion to a single-stage system.

Staff has been in conversation with Simonton Engineering regarding existing conditions of the station and the options available for a refurbishment to standardize the station with other lift stations in the utility.

STAFF RECOMMENDATION: Staff recommends the approval of the design of a modification of Weatherstone lift station by Simonton Engineering, at a cost of \$ 32,100.00.

IMPACT: The modification will allow improved operations, mitigation of potentials for sewer spills into the watershed, and satisfy residential complaints in the area.

MOTION: I move to approve the Mayor to sign the design work agreement with Simonton Engineering for the Weatherstone lift station modifications, at a cost of \$ 32,100.00.

Date: _____

ATTACHMENT A - DESCRIPTION OF PROJECT

PROJECT: City of Villa Weatherstone Pump Staton Modification

LOCATION: Weatherstone PS and Poole Rd.

LEGAL DESCRIPTION: N/A

OWNER: City of Villa Rica

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

The project is modification of the pump station system to replace the two stage Smith and Loveless pumps and associated equipment. Task will include replacement a potion of the 4" force main along Poole Road with a 6" force main along the same route and replacement of the pumping equipment with a submersible pumping system at the existing wet well.

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

DATE: 2-25-23 _____

Date: _____

ATTACHMENT B - SCOPE OF SERVICES

The scope will include the Initial Site Meeting to discuss the scope and preferences for the project, field investigation to map existing facilities, develop a schedule for purchase and installation, development of plans, specifications and bid documents, preparation of Design Guide to accompany plans for City records (not submittal to EPD is anticipated since this is a modification of the existing system), assistance with bidding, shop drawing review, contract administration and construction inspections. In addition to the engineering scope, work for EPD Planning document for inclusion in GEFA application. This scope will also include any electrical modifications require.

INFORMATION TO BE FURNISHED BY THE OWNER:

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

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

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

DATE: 2-25-23 _____

Date: _____

ATTACHMENT C - COMPENSATION

1. METHOD OF COMPENSATION

- Field Investigation & Base Mapping \$ 2,250.00
- Design and Plan Preparation \$14,310.00
- Electrical Design if required (placeholder) \$ 4,500.00
- Construction Administration & Inspection (est.) \$11,040.00

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

RATE SCHEDULE FOR PROFESSIONAL SERVICES

Principal Engineer (Registered)	\$185.00 per hour
Project Engineer	\$125.00 per hour
Engineering Designer	\$80.00 per hour
CAD Technician	\$50.00 per hour
Survey Crew	\$120.00 per hour
Construction Inspector	\$55.00 per hour
Clerical	\$45.00 per hour
Mileage	\$0.55 per mile

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

2. INVOICE PROCEDURE

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

INITIALS OF SIGNATORIES:

PCS

For the ENGINEER

For the OWNER

DATE: *2-25-23*



February 28, 2023

Tom Barber
City Manager
571 W. Bankhead Hwy.
Villa Rica, GA 30180

SUBJECT: Villa Rica, Georgia
Ductile Iron Pipe Material Bid
C&S Project No.: V8150.010

Dear Tom:

As you are aware, bids were received and opened for the above subject project on February 24, 2023 at 1:00 PM. A total of three (3) responsive bids were received out of the four (4) companies listed on the plan-holders list. Consolidated Pipe & Supply Co., Inc. out of Acworth, Georgia with a base bid of \$1,277,832.00 was determined to be the low bidder. We have checked and tabulated the base bids received as follows:

<u>Contractor</u>	<u>Total Base Bid</u>	<u>% Over Low Bid</u>
1. Consolidated Pipe & Supply Co., Inc.	\$1,277,832.00	---
2. Hayes Pipe Supply, Inc.	\$1,457,874.00	14.1%
3. Core & Main	\$1,467,981.00	14.8%

Carter & Sloope therefore recommends the project be awarded to Consolidated Pipe & Supply Co., Inc. at a Total Base Bid amount of \$1,277,832.00.

We are enclosing one (1) copy of the certified "Bid Tabulation" for your records.

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

Sincerely,

CARTER & SLOOPE, INC.

Matt Smith, PE

Encl: Certified Bid Tabulation – 1 copy

Cc: File (w/ 1 copy of each)

BID TABULATION FOR ALL BIDS
RECEIVED AT THE CITY HALL OF VILLA RICA
ON FEBRUARY 24, 2023 AT 1:00 PM

Project: Ductile Iron Pipe Material Bid
C&S Project No.:V8150.010

Consolidated Pipe & Supply Co., Inc. 3400 Novis Point , NW Acworth, GA 30101	Hayes Pipe Supply, Inc. 3450 Novis Point NW Acworth, GA 30101	Core & Main 2111 Moon Station Dr. NW Kennesaw, GA 30144
---	--	--

Base Bid Items:

Item No	Description	Unit	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Eastside TAD									
1	10" Ductile Iron Pipe - Class 350	LF	6,600	\$ 38.15	\$ 251,790.00	\$ 43.52	\$ 287,232.00	\$ 43.82	\$ 289,212.00
North Avenue/Elm Circle/North Carroll									
2	10" Ductile Iron Pipe - Class 350	LF	9,350	\$ 38.15	\$ 356,702.50	\$ 43.52	\$ 406,912.00	\$ 43.82	\$ 409,717.00
North Bypass									
3	12" Ductile Iron Pipe - Class 350	LF	9,300	\$ 48.99	\$ 455,607.00	\$ 55.90	\$ 519,870.00	\$ 56.29	\$ 523,497.00
Hickory Level Road									
4	12" Ductile Iron Pipe - Class 350	LF	3,000	\$ 48.99	\$ 146,970.00	\$ 55.90	\$ 167,700.00	\$ 56.29	\$ 168,870.00
H.D. Williams Industrial Drive									
5	10" Ductile Iron Pipe - Class 350	LF	1,750	\$ 38.15	\$ 66,762.50	\$ 43.52	\$ 76,160.00	\$ 43.82	\$ 76,685.00
TOTAL BASE BID:				\$	1,277,832.00	\$	1,457,874.00	\$	1,467,981.00

I hereby certify that this Bid Tabulation is a true and accurate representation of all proposals received on February 24, 2023 at 1:00 PM.



Matt Smith, PE



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Ductile Iron Pipe Purchase
AGENDA DATE: March 14, 2023

DATE PREPARED: February 28, 2023
PREPARED BY: John Bain

AMOUNT: \$ 1,277,832.00.
GL ACCOUNT #: N / A
FUNDING SOURCE: Future GEFA / TAD funding
BUDGETED ITEM? No

PURPOSE: To purchase ductile iron pipe for the water system expansion projects, including the Eastside TAD, North Avenue/Elm Circle/North Carroll, North Bypass, Hickory Level Road, and HD Williams Industrial Drive.

BACKGROUND: Upcoming water system expansion projects will require the installation of 17,000' of 10" water main, and 12,300' of 12" water main. In order to have the pipe on hand and avoid project delays, staff had requested bids for the ductile pipe needed for the listed projects. Of the four companies on the plan-holders list, three returned bids, with Consolidated Pipe & Supply being the apparent low bidder.

Contractor	Total Base Bid	% Over Low Bid
Consolidated Pipe & Supply	\$1,277.832.00	-----
Hayes Pipe Supply, Inc	\$ 1,457,874.00	14.1 %
Core and Main	\$ 1,467,981.00	14.8%

STAFF RECOMMENDATION: Staff recommends the approval of the purchase of the DIP from Consolidated Pipe & Supply Co., Inc., at a cost of \$ 1,277,832.00.

IMPACT: The purchase will allow the materials to be on hand when needed, avoiding delays in construction, and mitigating contractor mark-ups during the construction bid process.

MOTION: I move for the approval of the purchase of the ductile iron pipe for expansion projects from Consolidated Pipe & Supply Co., Inc., at a cost of \$ 1,277,832.00.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT:	Engineering Design of Maple Street Water Main Upgrade
AGENDA DATE:	March 14, 2023
DATE PREPARED:	March 8, 2023
PREPARED BY:	John Bain
AMOUNT:	\$ 40,500.00
GL ACCOUNT #:	505-4115-521200
FUNDING SOURCE:	Water / Sewer Fund
BUDGETED ITEM?	Yes

PURPOSE: To engage with Carter & Sloope for the design of the Maple Street waterline replacement.

BACKGROUND: The current water main along Maple Street is a 2" galvanized iron water main that, due to its size and age, has reduced flows and pressures. The proposed 8" water main upgrade is along Maple Street from South Dogwood Street approximately 1,300 LF to Peachtree Street. The new 8" main would replace the existing 2" water line.

STAFF RECOMMENDATION: Staff recommends the approval of the Engineering Design of the Maple Street water main upgrade through Carter & Sloope, at a cost of \$ 40,500.00.

IMPACT: The design and eventual water main upgrade along Maple Street is part of the City's ongoing project of improving the water system in the downtown area, improves flows and pressures to residents in the area, and is aligned with the new Lead and Copper requirements.

MOTION: I move to approve the Mayor to sign the engineering design agreement of the Maple Street water main upgrade through Carter & Sloope, at a cost of \$ 40,500.00.



March 8, 2023

Mr. John Bain
Public Works Director
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

RE: City of Villa Rica, Georgia
Addendum No. 27 to Water Treatment Plant Improvements Proposal
C&S Project No. V8150.001
Maple Street Water Main Upgrade

Dear Mr. Bain:

Carter & Sloope, Inc. (C&S or Engineer) is pleased to submit this Addendum No. 27 to the Proposal/Scope of Services letter for the referenced project (Project) to provide engineering services to the City of Villa Rica (Client or Owner) for the proposed Water Treatment Plant Improvements (proposal letter originally dated March 19, 2018). This addendum covers additional engineering design, permitting, bidding assistance, and construction phase services including general contract administration and periodic onsite construction observation services for work described as Maple Street Water Main Upgrade. More specifically, the proposed 8" water main upgrade is along Maple Street from South Dogwood Street approximately 1,300 LF to Peachtree Street/West Montgomery Street. The new 8" main would replace the existing 2" galvanized water main. The scope of services described below is based on our understanding of the project from discussions and meetings with Client's personnel.

Scope of Work (Basic Services)

Phase I: Project Administration & Coordination

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

Phase II: Field Surveying/Utility Locates

C&S will utilize a survey crew to provide a field run, topographic survey of the project route. The survey will include all existing features including roadway, drainage, utilities, right-of-way, and any other pertinent topography required for the plans.

Prior to field survey, C&S will call in all utility locates so they can be accurately surveyed and represented with the rest of the existing features and will conduct thorough research to obtain all available utility documents for the project area. Existing road right-of-ways will also be researched and confirmed by the registered surveyor. It is assumed that the water line will be installed within existing rights-of-way. If any easements are required, this work will be considered additional.

Phase III: Engineering Design

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

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

Phase IV: Permitting and Approvals

Based on experience with similar projects, C&S understands there will be permits and approvals required by state agencies for this project. The proposed improvements will not disturb more than one acre, so a Land Disturbance Permit or NPDES General Permit GAR100002 will not be required. However, best management practices will be incorporated into the plans and specifications.

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

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

Phase V: Bidding

C&S will assist the Client in advertising and obtaining competitive and qualified bids for the project in accordance with local and State law. The advertisement period shall last a minimum of 30 days and the Client will pay all necessary advertising fees. C&S will provide the Client with the necessary Bidding Documents, which will include two (2) full-size hard copy set of final design Drawings and Specifications to be kept on file during the advertisement period. The client may place a copy of the Advertisement for Bids (Section 00100) on their website during the advertisement period, however, electronic copies of the entire set of Bidding Documents shall not be placed on the Client's website, FTP site or other electronic platform during Bidding for download by bidders or any third party without the Engineer's consent and approval.

C&S will maintain a record of prospective bidders to whom Bidding Documents have been issued and receive and process nominal fees or charges from bidders to compensate the Engineer for costs associated with printing, reproduction and shipping the Bidding Documents to bidders. We will respond to Requests for Information (RFIs) and issue Addenda as appropriate to clarify, correct, or change the Bidding Documents. We will also consult with the Client and participate in all decisions as to the acceptability of substitute materials, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the project as to which such acceptability is required by the Bidding Documents. Because of the project complexity, we anticipate hosting a pre-bid conference at City Hall to allow Bidders an opportunity to see the project site before bidding.

C&S will attend and manage the Bid Opening, review bids, and prepare a Certified Bid Tabulation. We will provide a Letter of Recommendation to the Client regarding award of the contract as appropriate and assist in assembling and executing the contracts for the Project.

C&S will prepare the Notice of Award and Contract Documents and forward them to the selected Contractor for execution. We will receive the executed contracts, bonds and insurance documents from the contractor and forward them to the Client for their review and approval.

Phase VI: Construction Phase Services

1.1 Construction Administration

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

- a. Pre-Construction Conference:* Attend and lead one (1) pre-construction conference that will be hosted by the Client at their office and issue a Notice to Proceed to the selected Contractor.
- b. Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which, in the Engineer’s judgment, are necessary to enable the Contractor to proceed.
- c. Clarifications and Interpretations (Field Orders):* Respond in writing with reasonable promptness to Requests for Information (RFI’s) and issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor’s work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents and shall be provided as part of the Engineer’s Scope of Services; however, if the Contractor’s request for information, clarification, or interpretation are, in the Engineer’s professional opinion, for information readily apparent from reasonable observation of field conditions or a review of the Contract Documents, or are reasonably inferable there from, the Engineer shall be entitled to compensation for Additional Services for the Engineer’s time spent responding to such request provided the Engineer notify Client in advance

that it deems such request to be so apparent, seek compensation for such clarification and interpretation and Client does not timely instruct the Engineer not to undertake the clarification or interpretation. Should the Client agree to reimburse the Engineer for these Additional Services, the Engineer shall prepare a Change Order for the Client that will deduct the cost of these Additional Services from the Client's contract with the Contractor.

- d. *Change Orders:* Review and recommend Change Order justifications and prepare change orders to modify the Contract Documents as may be necessary.
- e. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- f. *Schedules:* Review and determine the acceptability of schedules which the Contractor is required to develop and submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- g. *Substitutes and "or equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor, but subject to the provisions outlined in Additional Services.
- h. *Progress Meetings:* C&S will attend progress meetings at the jobsite as needed, but at a minimum, on a monthly basis. We will prepare meeting agendas, lead the progress meetings and issue meeting minutes for review and approval by the Client and Contractor. We have assumed twelve (12) meetings – one per month as the basis for estimating of fees.
- i. *Applications for Payments:* Based on Engineer's observations as an experienced and qualified professional and on review of Applications for Payment and accompanying supporting documentation:
 - 1) Determine the amount that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Client, based on such observations and review, that, to the best of Engineer's reasonable knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents, to the results of any subsequent tests called for in the Contract Documents, and being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - 2) By recommending any payment to the Contractor, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the

quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed or special inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work beyond the responsibilities specifically assigned to the Engineer in this Agreement. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

- j. Record Drawings:* C&S will prepare and furnish the Client one (1) set of reproducible and one (1) electronic copy in Adobe Acrobat PDF format of the Project Record Drawings showing appropriate record information that is annotated and furnished to us by the Contractor in accordance with the Contract Documents after construction is complete.
- k. Contractor's Completion Documents:* Receive from the Contractor and transmit to the Client operating and maintenance manuals, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data, including the annotated Record Documents and Record Drawings which are to be assembled by Contractor and furnished to us.
- l. Substantial Completion:* After receiving notice from Contractor that they consider the entire Work complete and ready for its intended use, we will conduct one (1) pre-final observation in company with the Client and Contractor to observe the Contractor's work to determine if, based on the Engineer's professional opinion and belief and based only on information available at the time of pre-final on-site observation, the Work is substantially complete. If we do not consider the Work substantially complete, we will notify the Contractor in writing giving reasons therefore. If, after considering any objections of Client, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Client and Contractor in accordance with the provisions in the Contract Documents. Attached to the certificate will be a punch-list of items that, in the Engineer's professional opinion, knowledge and belief, are deficient and must be completed or corrected before we recommend final payment be made to the Contractor by the Client. The certificate of Substantial Completion is intended to be interpreted only as an expression of professional opinion and therefore does not constitute an expressed warranty or guarantee.
- m. Final Notice of Acceptability of the Work:* After receiving notice from the Contractor that the punch-list items are completed, we will conduct one (1) final on-site observation

in company with Client and the Contractor to determine if the completed Work of Contractor is acceptable in the Engineer's professional opinion, reasonable knowledge and belief and based only on information available at the time of final on-site observation and to the extent of the services provided by Engineer under this Agreement, so that Engineer may recommend, in writing, final payment to Contractor. We will notify the Contractor and the Client in writing of any particulars in which the final observation reveals that the Work is incomplete or defective.

- n. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any portions of the Work, or any agents or employees of any of them. The Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents or any laws, codes, rules or regulations.

1.2 *On-site Construction Observation:*

C&S will provide visits to the Project site at intervals appropriate to the various stages of construction, as Engineer deems necessary, or as otherwise agreed to in writing by the Client and the Engineer, during construction, to observe the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and/or his representative, if any, are not intended to be an exhaustive check or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections or Special Inspections or tests of Contractor's Work in progress beyond the responsibilities specifically assigned to the Engineer in this Agreement and the Contract Documents, but rather our site visits will be limited to spot checking and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and general observations, Engineer will determine, in general, if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep the Client informed of the progress of the Work. Continuous onsite observation by a Resident Project Representative at the Project site will not be included in our budget, unless requested by the Client and agreed to by the Engineer as Additional Services in accordance with the terms of this Agreement and the Agreement amended accordingly. The purpose of Engineer's visits to, and representative's visits, if any, at the Project site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. The Engineer and/or his representative will not supervise, direct or have control over Contractor's work during such visits or as a result of such observations of Contractor's Work, nor will we have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor's furnishing and performing the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. Accordingly, we will neither guarantee the performance of any Contractor nor assume responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

- a. *Jobsite Safety:* Neither the professional activities of the Engineer, or the presence of the Engineer or its employees and sub-consultants at the construction site / Project site,

shall impose any duty on the Engineer, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Engineer and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the Contractor shall be solely responsible for jobsite safety, and warrants the intent shall be carried out in the Client's contract with the Contractor. The Client also agrees that the Contractor shall defend and indemnify the Client, the Engineer and the Engineer's sub-consultants and they shall be made additional insureds under the Contractor's policies of general liability insurance.

- b. *Inspections and Tests:* The Engineer will require special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- c. *Defective Work:* The Engineer will recommend to Client that the Contractor's Work be rejected while it is in progress if, on the basis of Engineer's or his representative's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- d. *Disagreements between Client and Contractor:* The Engineer will render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Client or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decision, Engineer shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Fee Basis

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

<u>Task No.</u>	<u>Description</u>	<u>Fee Basis Basis</u>
1	Engineering Design & Permitting	Lump Sum \$ <u>23,500</u>
2	Bidding	Lump Sum \$ <u>3,500</u>
3	Contract Admin/Construction Review	Lump Sum \$ <u>13,5000</u>

Total Estimated Fee, Task 1-3 = \$40,500

Additional Services

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

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

testimony or arbitration will be charged at hourly rate multiplied by 1.25. Actual time for deposition, trial testimony or arbitration including travel time will be charged at hourly rate multiplied by 2.0. Reimbursable expenses will be charged at actual cost multiplied by 1.15.

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

Hourly Fee Schedule

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

Reimbursable Expenses/Sub-Consultants

There are no fees for reimbursable expenses from Carter & Sloope, Inc. for the Basic Services of the Engineer. All costs associated with normal travel, meals, printing/reproduction, etc. are included in our lump sum fees on/or hourly; however, direct reimbursable expenses for Additional Services, if any, including, but not limited to, fees from sub-consultants.

If you have any questions or concerns regarding our proposed Scope of Work and/or proposed fee schedule, please contact me. I would welcome the opportunity to discuss this with you. If the Scope of

March 8, 2023

Services is acceptable, please sign, date, and return one (1) copy to us for our files. Once approved, Carter & Sloope can begin work on this project immediately.

Sincerely,



Matt Smith, P.E.

cc: File

Client Acceptance:

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

Signature

Date

Title

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

20. Indemnification.

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

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



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2023 Budget Amendments # 149-153

AGENDA DATE: 03-14-2023

DATE PREPARED: 02-28-2023

PREPARED BY: Jennifer Hallman, Finance Director

AMOUNT: See Exhibit A

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PURPOSE: To adopt a resolution amending the 2023 budget

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

Northside Downtown Streetscape Project		ARC grant for the Northside Downtown Streetscape Project			
Source of Funds:		LCI Grant \$1,144,000 & General Fund \$286,000			
Item	Account Name	Account Type		Amount	
149 100-381000	Use of Fund Balance	Revenue	Increase	286,000	
150 100-9000-611022	Transfer to Capital Projects - Grants	Expense	Increase	286,000	
151 340-391100	Capital Project - Grants Transfer In	Revenue	Increase	286,000	
152 340-331351	Northside Downtown Streetscape LCI Grant	Revenue	Increase	1,144,000	
153 340-4210-541412	Northside Downtown Streetscape	Expense	Increase	1,430,000	

STATE OF GEORGIA
CITY OF VILLA RICA

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

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

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

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

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

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

Section 1. That the City of Villa Rica, Georgia, hereby amends the Budget for Fiscal Year 2023, said budget amendment being described as Amendment No. 149-153, attached hereto, and incorporated as Exhibit A.

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

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

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

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

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

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

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

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

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

SO RESOLVED AND EFFECTIVE this the _____ day of _____, 2023.

Approved:

Gil McDougal, Mayor

Attest:

Theresa Campbell, City Clerk

Georgia Cities Week

Villa Rica

APRIL 23-29, 2023

ALL WEEK

Citizen
Appreciation

TUESDAY

Read with
the Mayor

THURSDAY

- Coffee with a Cop
- Donut Dash
- Public Input Meeting

SATURDAY

JAZZ
FESTIVAL

MONDAY

Recreation Event

WEDNESDAY

Special Called
Meeting

FRIDAY

Arbor Day-
Plant a Tree





Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT:

AGENDA DATE: March 14, 2023

DATE PREPARED: February 22, 2023

PREPARED BY: Chris Montesinos, AICP – Director of Special Projects

AMOUNT: \$1,430,000.00

GL ACCOUNT #: 340-4210-541412

FUNDING SOURCE: ARC LCI/General Fund

BUDGETED ITEM? Yes

PURPOSE: Final Approval of a Consulting Firm for the Northside Downtown Streetscape Project – Design and Engineering Phase.

BACKGROUND: Bids were advertised in Times Georgian, on the Georgia Procurement Clearinghouse, GMA GLGA Marketplace, and 6 directed solicitations. We received four bid responses including Keck & Wood, Pond/Toole Design, Falcon Design, and Thomas & Hutton/HRC.

The City's review team consisting of the City Manager, City Engineer, and Special Projects Director evaluated the submissions and made recommendations based on breadth of experience and similarity to our streetscape project, internal staffing capacity and specializations, outsourcing/partnering consultants, and prior experience working with city staff.

Based on evaluations, Keck and Wood stood out the most. This was based on key project staff, including the Project Manager who is currently working with the City on the North Bypass; they would be conducting the great majority of their work on the project in-house; and their experience on design and engineering of similar streetscape projects in other cities in metro Atlanta.

STAFF RECOMMENDATION: Staff recommendation is to contract with Keck & Wood for the Northside Downtown Streetscape Project – Design & Engineering Phase.

IMPACT: Executing the contract with the consultant will allow the downtown LCI project to move forward in accordance with our estimated timeline.

MOTION: I move to authorize the Mayor to execute the agreement and contract necessary to engage Keck and Wood as the design and engineering consultant for the Northside Downtown Streetscape Project.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Easement Request from Georgia Power

AGENDA DATE: March 14, 2023

DATE PREPARED: February 27, 2023

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: General Fund

BUDGETED ITEM? Yes

PURPOSE: To approve multiple requests from Georgia Power for trim and clear easements.

BACKGROUND: Georgia Power seeks to acquire numerous permanent trim and clear easements in the right-of-way of several City streets. They have offered to compensate the City with \$70 per linear foot of easement.

STAFF RECOMMENDATION: Staff recommends denial. While we are sympathetic to the utility's need to keep vegetation out of the power lines, we do not agree with their hack and slash solution. Staff would prefer to maintain the necessary right-of-way and thereby maintain long-term control of our property.

IMPACT: Maintaining our right-of-way gives us greater control over how the City looks. Granting the easements gives up control forever.

MOTION: I move to deny Georgia Power's request to acquire multiple easements for the purpose of trimming and clearing.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Agreement with Douglas County Water Authority

AGENDA DATE: March 14, 2023

DATE PREPARED: February 28, 2023

PREPARED BY: Tom Barber

AMOUNT: varies

GL ACCOUNT #: 505-4420-531510

FUNDING SOURCE: Water Treatment

BUDGETED ITEM? Yes

PURPOSE: To approve an agreement with the Douglasville-Douglas County Water and Sewer Authority.

BACKGROUND: The City currently has a water purchase agreement with DDCW&SA dating back to 2008. The terms are not as favorable as those in our contract with the Carroll County Water Authority, so we generally make our daily purchases from CCWA.

The City has a newly-rebuilt water pump station at our connection point with DDCW&SA and would like to exercise it each day. We therefore asked DDCW&SA to allow us to purchase 150,000 gallons per day under an additional short-term agreement. They submitted the attached take-or-pay agreement for our consideration.

STAFF RECOMMENDATION: Staff recommends approval. This agreement will take us through March of 2025, at which time our deal with CCWA will expire and we will enter into a new daily purchase agreement with CCWA, DDCW&SA, or both.

IMPACT: Exercising the newly-rebuilt pump station each day will ensure its functionality in the event that we need to purchase a large volume of water from DDCW&SA.

MOTION: I move to authorize the Mayor to execute a short-term water purchase agreement with the Douglasville-Douglas County Water and Sewer Authority.

STATE OF GEORGIA
COUNTY OF DOUGLAS

INTERGOVERNMENTAL AGREEMENT
REGARDING SHORT-TERM WATER SUPPLY

This Intergovernmental Agreement Regarding Short-Term Water Supply (the “Agreement”) is made and entered into this ____ day of _____, 2023, by and between

THE CITY OF VILLA RICA,
a municipal corporation of the State of Georgia
lying in Carroll County and Douglas County, Georgia
(also referred to in this Agreement as the “City”),

and

DOUGLASVILLE-DOUGLAS COUNTY WATER AND SEWER AUTHORITY,
a public body corporation of the State of Georgia
(also referred to in this Agreement as the “Authority”).

W I T N E S S E T H:

WHEREAS, the City is vested with the power to provide water services to its citizens pursuant to Article IX, Section II, Paragraph III of the Georgia Constitution; and

WHEREAS, the City owns and operates a water distribution system, a water treatment plant, and certain necessary appurtenances within the jurisdictional limits of the City; and

WHEREAS, the Authority has been duly and legally created pursuant to an Act of the General Assembly of the State of Georgia (Ga. Laws 1985, p. 3584, et seq., as amended from time to time) and is authorized and empowered to perform any functions

normally maintained by a water and sewerage system and to do all things deemed necessary, convenient, and desirable for and incident to the efficient and proper development and operation of such undertakings; and

WHEREAS, the Authority owns and operates a water distribution system, a water treatment plant, and certain necessary appurtenances within Douglas County; and

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

WHEREAS, the City desires to secure rights and establish terms for the short-term purchase of water from the Authority; and

WHEREAS, the City and the Authority are authorized by Article IX, Section III, Paragraph I of the Georgia Constitution to enter into this Intergovernmental Agreement Regarding Short-Term Water Supply, setting forth the respective rights, duties, and obligations of the parties for the provision of a short-term water supply for the City by the Authority; and

WHEREAS the City and the Authority do each desire to enter into this Agreement for such purposes.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements set forth herein, and other good and valuable consideration, the City and the Authority agree as follows:

SECTION 1.
PURPOSE AND INTENT

1.1 The terms of the 2008 Agreement shall apply except to the extent specifically addressed in this Agreement, including but not limited to volume of water purchased and the rates to be paid therefor.

1.2 The City desires to supplement its water supply with a minimum daily purchase of 150,000 gallons per day ("Daily Volume") from the Authority. The purpose of this Agreement is to establish terms and conditions for the City to purchase the Daily Volume from the Authority on a short-term basis.

1.3 The Authority agrees to sell water to the City, subject to the terms and conditions set forth in this Agreement.

1.4 The City acknowledges that no capacity is allocated to the City or guaranteed by the Authority under this Agreement.

SECTION 2.
CHARGE FOR WATER

2.1 The provisions of this Section 2 shall supplement and control over the provisions of Section 2 in the 2008 Agreement.

2.2 The Authority shall charge and the City agrees to pay the Authority for water service at the following rates, as the same may be adjusted by the Authority from time to time.

2.3 Base Rate. The City shall pay a base rate for each of the Master Meters, as identified in Section 3 of this Agreement, as follows:

(a) The City shall pay at least one (1) base rate per Master Meter annually, regardless of usage, except for the Veterans Memorial Highway meter unless and until said meter is replaced or repaired by the Authority to full working order.

(b) The City shall pay the base rate monthly for each Master Meter used for the purchase of water from the Authority, including the Veterans Memorial Highway meter.

(c) The base rate for each Master Meter shall be the then-current base rate for an eight-inch meter, which is currently \$858.52. The base rate shall conform annually to the Authority's then-current base rates.

2.4 Minimum Purchases. The City shall pay for a minimum purchase of 150,000 gallons per day from the Authority, regardless of actual usage.

2.5 Volumetric Rate. The volumetric rate for all purchases of water from the Authority by the City shall be as follows:

(a) Consumption Tiers:

Daily Volume	Effective Rate	Current Tier 1 Retail Rate
150,000 gallons per day minimum	80% of the Authority's then-current Tier 1 retail rate	\$5.24 per thousand gallons (resulting in effective rate of \$4.19 per thousand gallons)
150,000 – 200,000 gallons per day	80% of the Authority's then-current Tier 1 retail rate	\$5.24 per thousand gallons (resulting in effective rate of \$4.19 per thousand gallons)
Over 200,000 gallons per day	85% of the Authority's then-current Tier 1 retail rate	\$5.24 per thousand gallons (resulting in effective rate of \$4.45 per thousand gallons)

(b) The effective volumetric rate calculations shall conform annually to the Authority's then-current standard Tier 1 retail rates.

(c) If, during any month that the Authority is selling water to the City under this Agreement, the Authority is purchasing water from the Cobb County-Marietta Water Authority, then the effective volumetric rate shall be calculated as the rates established in Paragraph (a) of this subsection (the standard rate) or the following (the Cobb rate), whichever is greater:

i. The City shall pay a pro-rated amount (per day and allocated capacity utilized) based on the actual Base Infrastructure Charge paid by the Authority to the Cobb-Marietta Water Authority for that month; plus

ii. The City shall pay the highest applicable volumetric rate (per 1,000 gallons) paid by the Authority for water purchased from the Cobb-Marietta Water Authority based on the minimum and actual excess volumes purchased by the City for that month, plus a ten percent (10%) markup to compensate the Authority for conveyance and administrative costs.

iii. An example of the rate calculations under this subsection is attached to this Agreement as Exhibit "A" and is intended for illustrative purposes only.

iv. The Authority shall give notice to the City, as soon as is reasonably practicable, when the rates under this subsection will apply. The City shall have the right upon such notice to elect not to purchase water from the Authority, and the minimum purchase requirement shall be waived. Such election must be made in

writing to the Authority, and the waiver shall only apply as long as the Authority is purchasing water from the Cobb County-Marietta Water Authority.

(d) The parties acknowledge that water conservation is important, and an increasing block rate encourages water conservation. The City agrees to maintain a multi-tiered, increasing block rate structure for water sales to its residential and commercial customers, and the failure of the City to do so shall result in an increase of the effective volumetric rate to the Authority's then-current standard Tier 3 retail rate.

2.6 Flushing Credit. The parties acknowledge that it has been necessary for the Authority to conduct system flushing due to the non-use of infrastructure previously installed to supply water to Villa Rica. It is anticipated that this required system flushing will be reduced by the City's consistent purchase of water from the Authority through one or more of the Master Meters, but there remains uncertainty as to the actual reduction to be realized. Solely for purposes of this short-term Agreement, the Authority will grant the City a flushing credit, to be taken off the total bill of all monthly charges, in consideration of the anticipated reduction in required system flushing. The flushing credit will start at 33,000 gallons per day at the lowest effective rate. The flushing volume will be subject to re-evaluation and adjustment every six months, based on actual reduced flushing quantities experienced. The Authority will notify the City of any proposed changes to the Flushing Credit prior to any billing changes.

2.7 The Authority will bill the City on a monthly basis.

SECTION 3. MASTER METERS

3.1 All water supplied by the Authority to the City shall be delivered by the Authority through one or more of the following Master Meters:

(a) An eight-inch meter serving a gravity feed connection located on Veterans Memorial Highway;

(b) An eight-inch meter serving a gravity feed connection located on U.S. Highway 61; and

(c) An eight-inch meter serving a pumped connection at Conners Road.

3.2 The Master Meters are the property and responsibility of the Authority, who shall have the right to replace and/or relocate the Master Meters. The readings of the Master Meters shall determine the quantity of water supplied by the Authority to the City, except that the parties acknowledge that usage through the Veterans Memorial Highway Master Meter will be estimated by the Authority.

3.3 The Master Meters shall be read by the Authority daily, either physically or remotely through the Authority's AMR/AMI system. A record of readings shall be kept by the Authority and reported to the City upon request. Further, upon request, a representative of the City may meet with an Authority representative to physically inspect the Master Meters and check the readings thereof.

3.4 At the expense of the Authority, the Highway 61 and Conners Road Master Meters shall be tested for accuracy at least once each year, by a generally accepted method, which shall be determined in the sole discretion of the Authority. Any additional

testing for accuracy requested by the City shall be conducted by the Authority at the City's expense.

3.5 Should the Authority for any reason miss a daily reading of the Master Meters ("Missed Reading") or should the Master Meters for any reason fail to properly measure the volume of water supplied by the Authority to the City ("Meter Failure"), the volume of water for any Missed Reading or Meter Failure period shall be computed by: (1) using the flow rates for an equal number of days prior to and following the Missed Reading or Meter Failure, or (2) by the application of any other method or period of time as mutually agreed to by the parties, which would more accurately reflect the volume used during such period of time.

SECTION 4. TERM OF AGREEMENT

4.1 The term of this Agreement is short-term, limited, and for a time certain. This Agreement shall automatically and absolutely be terminated on March 31, 2025.

4.2 Prior to the end of the term of this Agreement, either party shall have the right to unilaterally terminate this Agreement by giving the other party at least sixty (60) days advance written notice of termination.

IN WITNESS WHEREOF, the parties hereto have respectively set their hands and affixed their seals the day and year first above written.

CITY OF VILLA RICA

By: _____
Gil McDougal
Mayor

Attest: _____
Alisha Doyal
City Clerk

(Affix City Seal)

**DOUGLASVILLE-DOUGLAS COUNTY
WATER AND SEWER AUTHORITY**

By: _____
Peggy E. Baugh
Chairman

By: _____
Gilbert B. Shearouse
Executive Director

(Affix Authority Seal)

EXHIBIT "A"

SAMPLE CALCULATION FOR DETERMINING "EFFECTIVE VOLUMETRIC RATE" UNDER SECTION 2.5(c)

This sample calculation is for illustrative purposes only, to provide clarification of the applicable computation formulas. At the time of actual applicability of Section 2.5(c), the parties shall use the then-current rates in the applicable formulas in this Exhibit "A."

Douglas Authority's Base Infrastructure Charge paid to Cobb County-Marietta Water Authority equals \$135,032.00 for the month containing 30 days and provides Douglas Authority a capacity allocation of 3,000,000 gallons per day from Cobb-Marietta Water Authority. Douglas Authority purchased water from Cobb-Marietta Water Authority for five (5) days during the month with the highest applicable volumetric rate being \$4.94 per 1,000 gallons, and during the same month, Villa Rica purchases water from Douglas Authority in the amount of 150,000 gallons per day during those same five (5) days.

Villa Rica's portion of the Base Infrastructure Charge under Section 2.5(c)i. would be calculated as below:

$((\text{Purchase Days by VR/Days in the month}) \times (\text{Average daily purchase amount by VR/Douglas capacity allocation volume from Cobb})) \times (\text{Base Infrastructure Charge paid by Douglas to Cobb}) = ((5/30) \times (150,000/3,000,000)) \times \$135,032 = \$1,125.27$

Villa Rica's volumetric charge under Section 2.5(c)ii. would be the highest applicable volumetric rate charged to Douglas Authority by Cobb-Marietta Water Authority during the month plus 10%. This rate would then be multiplied by the total quantity purchased by Villa Rica.

$(\$4.94 \text{ per } 1,000 \text{ gallons}) \times 1.10 \times (5 \text{ days} \times 150,000 \text{ gal per day}) = \$4,075.50$

Villa Rica's total charges from Douglas Authority for the five (5) days that coincide with Douglas Authority purchases from Cobb-Marietta Water Authority as defined in the sample above would be:

Base Infrastructure Charge:	\$ 1,125.27
Volumetric Charge:	<u>\$ 4,075.50</u>
Total Charges:	\$ 5,200.77

This would be compared to the standard calculation under Section 2.5(a) for those same five (5) days of 150,000 gallons per day purchases:

$(\$4.19 \text{ per } 1,000 \text{ gallons}) \times (5 \text{ days} \times 150,000 \text{ gal per day}) = \$3,142.50$



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Agreement with Norfolk Southern for Engineering Services for the Highway 78 Downtown Pedestrian Crossing

AGENDA DATE: March 14, 2023
PREPARED BY: Tom Barber

DATE PREPARED: March 09, 2023

AMOUNT: \$20,000.00
FUNDING SOURCE: Carroll SPLOST

GL ACCOUNT #: 321-4210-541410
BUDGETED ITEM? No

PURPOSE: To approve an agreement with Norfolk Southern for engineering services for the Highway 78 pedestrian crossing.

BACKGROUND: Councilmember McPherson has asked staff to develop a joint agreement with Georgia DOT and Norfolk Southern to create a downtown pedestrian crossing on Highway 78. In addition to a crosswalk we would need to construct a stairway or switchback from the pavement surface to the railroad tracks.

STAFF RECOMMENDATION: Staff recommends that we authorize Norfolk Southern to perform the engineering required by the railroad for a downtown pedestrian crossing for an amount not to exceed \$20,000.

IMPACT: City County will need to approve a budget adjustment from Carroll County SPLOST.

MOTION: I move to authorize the Mayor to execute an agreement with Norfolk Southern Railway Company for engineering services for a downtown Highway 78 pedestrian crossing for an amount not to exceed \$20,000.

AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

This agreement made by and between the City of Villa Rica (hereinafter called "CITY"), and Norfolk Southern Railway Company, (hereinafter called "COMPANY").

The CITY will submit plans and specifications to said COMPANY for work which will involve or affect COMPANY facilities at the following location:

Town, County, State: Villa Rica, Carroll County, Georgia
AAR-DOT#: 925600J & 726609W
Street /Bridge Name: US 78
Description: Proposed US 78 Pedestrian Streetscapes adjacent to Norfolk Southern
Mile Post 669.80 to 669.95

Preliminary Engineering Cost Estimate: \$ 20,000

Therefore, in consideration of the benefits moving to each of the parties hereto, they do mutually agree as follows:

ARTICLE 1. REIMBURSEMENT. The CITY agrees to reimburse the COMPANY for actual cost of preliminary engineering necessary in connection with the project.

The COMPANY shall submit to the CITY fair and reasonable costs of the aforesaid work performed as evidenced by detailed invoices acceptable to the CITY. The CITY shall reimburse the COMPANY in the amount of the approved costs so submitted.

ARTICLE 2. EFFECTIVE DATE OF AGREEMENT. This agreement shall take effect at the time it is approved and signed by both the CITY and the COMPANY.

ARTICLE 3. STARTING OF WORK. This agreement covers preliminary engineering services performed starting February 28, 2023. The COMPANY agrees to provide preliminary engineering services at the request of CITY or its agent, whether written or verbal.

ARTICLE 4. SCOPE OF WORK. The scope of this agreement is limited to review by the COMPANY of the plans and specifications to provide information to the COMPANY and the CITY regarding the project. This agreement does not constitute the COMPANY's approval of the project.

IN WITNESS WHEREOF, the CITY and the COMPANY have caused these presents to be signed by their duly authorized officers:

CITY

Signature: _____

Name: _____

Title: _____

Date: _____

COMPANY

Signature: _____

Name: D. A. Becker

Title: Chief Engr. Design & Construction

Date: _____



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Fee Schedule for Walden, Ashworth & Associates

AGENDA DATE: March 14, 2023

DATE PREPARED: March 11, 2023

PREPARED BY: Tom Barber

AMOUNT: Hourly

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM? Yes

PURPOSE: To approve an hourly fee schedule with Walden for the repair of the Mirror Lake Dam.

BACKGROUND: The Mirror Lake Dam is in need of repair and the folks with the Georgia Safe Dams program are requiring the City to engage the design engineer to oversee the modifications. Walden, Ashworth & Associates engineered the fix and has submitted an hourly fee schedule for our consideration.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: The use of Walden to oversee the repair of the Mirror Lake Dam is required by EPD's Safe Dams program.

MOTION: I move to approve the hourly fee schedule with Walden, Ashworth & Associates for use as they oversee the repair of the Mirror Lake Dam.



WALDEN, ASHWORTH & ASSOCIATES, INC.

CONSULTING ENGINEERS

P.O. BOX 6462 • MARIETTA, GEORGIA 30065 • 770/956-7879

SCHEDULE OF FEES

FEE BASIS - HOURLY SCHEDULE

The charge for services invoiced on an hourly basis will be the sums indicated below:

Principal	\$200.00
Senior Consultant	\$200.00
Project Manager	\$180.00
Senior Engineer	\$160.00
Project Engineer	\$130.00
Engineer.....	\$115.00
Senior Designer	\$100.00
Designer.....	\$ 85.00
Drafter/Cadd Operator.....	\$ 75.00
Clerical	\$ 75.00

“Subcontract Expense” is that incurred by the Engineer in employment of outside firms for services such as soil borings and tests, aerial photography, construction of physical models, land surveying and similar services. “Direct Non-Labor Expense” is that incurred by the Engineer for supplies, transportation, equipment, travel, communications, copies, printing of drawings and specifications, postage, courier services, subsistence and lodging away from home and similar incidentals in connection with the project. Subcontract Expenses and “Direct Non-Labor Expense” shall be invoiced at direct invoice cost plus fifteen percent (15%) service charge. Reimbursable travel in the Engineer’s vehicles will be invoiced at sixty five cents (\$.65) per mile.

Invoicing will be provided on a monthly basis and payment is due within thirty (30) days. A late payment charge (at the rate of one and one-half percent per month, calculated from invoice date) may be imposed with respect to any invoice which remains unpaid more than thirty (30) days after the date of its submission. In the event that action becomes necessary to collect the fees, the Engineer will be entitled to recover the cost of collection.