

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

City of Villa Rica



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

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

MAYOR & COUNCIL WORK SESSION AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street

April 11, 2023 | 1:00 PM

Review of the Agenda (Mayor Gil McDougal)

A. Governing Body (Mayor Gil McDougal)

1. May is Older Americans Month
2. Update from Chief Mansour on Homeless Encampments
3. Setting Date for Accepting Applications for Package Stores (C. David Mecklin, City Attorney)
4. First Reading Home Rule Ordinance Providing for Board and Commission Terms (C. David Mecklin, City Attorney)
5. Business Associate Agreement-Strongside Solutions, LLC (C. David Mecklin, City Attorney)
6. Approval of Intergovernmental Agreement with Douglas County For Local Option Sales TAc (LOST) (C. David Mecklin, City Attorney)
7. Approval of Intergovernmental Agreement with Douglas County For Service Delivery (C. David Mecklin, City Attorney)
8. Consideration of Appearance Agreement with Matt Stone for Concert (Leslie McPherson, Mayor Pro Tem)

B. Community Development (Tracy Jarvis, Director)

1. Amendment to Section 2 *Administration* of the City of Villa Rica Zoning Code and Public Hearing (Ronald Johnson, Planning and Zoning Administrator)

C. Villa Rica Public Library (Dr. Rachel Linn, Manager)

1. Filling Vacancy for Library Board

D. Main Street (Alisa Doyal, Main Street Manager)

1. Alcohol Agreement with Uncorked on Main for 2023 Concert Series at MILL Amphitheater (Alisa Doyal, Main Street Manager)
2. Special Event Request for Prospector's Park (Alisa Doyal, Main Street Manager)

E. Information Technology (Jim Chambers, Director)

1. Replacement of Microsoft Curfaces with Apple iPads

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

1. Recreation Fee Schedule Update

2. July 3rd Mobile Covered Stage
3. July 3rd Sound & Lighting
4. July 3rd Fireworks Display Contractor Recommendations
5. July 3rd Band
6. 2023 Healthy Cities Campaign and NFC Grant Assistance Program

G. Police (Michael Mansour, Chief)

1. WatchGuard Body Cameras

H. Public Works (Hal Burch, Director)

1. Auction non-running/retired POLice Department vehicles on [GovDeals.com](https://govdeals.com) (Charlie Davis, Deputy Director)
2. Pit Car Kits For Training (Charlie Davis, Deputy Director)

I. Utilities (John Bain, Director)

1. Sunset Tank Demolition
2. West Plant Pump Station Screen Addition

J. Finance (Jennifer Hallman, Director)

1. Approve the proerty & liability insurance renewal with Georgia Interlock Risk Management Agency (GIRMA)
2. Approve the excess cyber liability insurance renewal

K. City Manager (Tom Barber)

1. Easement Request from Georgia Power
2. Agreement with Norfolk Southern Engineering Services for the HWy 78 Downtown Pedestrian Crossing
3. Authorize Staff Request for Traffic Signal/Flashers from GDOT

L. Public Comment



CITY OF VILLA RICA

City Council Packet

SUBJECT: May is Older Americans Month
CITY COUNCIL AGENDA DATE: April 11, 2023

DATE: March 29, 2023
PREPARED BY: Tracie Ivey, Recreation Director

AMOUNT: \$500
GL ACCOUNT: # 100-5500-531100
FUNDING SOURCE: Senior Center Supplies Budget
BUDGETED: Yes

PURPOSE: Presentation of a Proclamation supporting the City's designation that May is Older Americans Month in the City of Villa Rica.

BACKGROUND: Established in 1963, Older Americans Month (OAM) is celebrated every May. Led by the Administration for Community Living (ACL), OAM is a time for us to acknowledge the contributions and achievements of older Americans, highlight important trends, and strengthen our commitment to honoring our older citizens.

This year's theme, Aging Unbound, offers an opportunity to explore a wide range of aging experiences and to promote the importance of enjoying independence and fulfillment by paving our own paths as we age.

The Villa Rica Parks & Recreation Department is proud to be touched daily by the men and women who visit our center, walk our hallways, and who always express their gratitude for the provision of a safe, fun, and graceful atmosphere in which to celebrate aging.

STAFF RECOMMENDATION: Adoption of the Proclamation supporting the city's participation in May is Older Americans Month.

IMPACT: To recognize all of Villa Rica's older adults who need love, care, and to feel a sense of value.

MOTION: I move to proclaim that May is Older Americans Month in the City of Villa Rica.

PROCLAMATION

WHEREAS: The City of **Villa Rica** includes a growing number of older Americans who contribute their time, wisdom, and experience to our community; and

WHEREAS: The City of **Villa Rica** is stronger when people of all ages, abilities, and backgrounds are included and encouraged to make their mark; and

WHEREAS: The City of **Villa Rica** recognizes the importance of the physical, mental, social, and emotional well-being of its citizens; and

WHEREAS: the City of **Villa Rica** recognizes the need to create a community that offers the services older adults may need to make choices about how they age; and

WHEREAS: The City of **Villa Rica** can support our aging community members by:

- Promoting independence, inclusion, and participation
- Engaging older adults through recreation, education, and services
- Connecting people with opportunities to share their time, experience and talents

NOW, THEREFORE, be it resolved that May 2023 be designated as Older Americans Month in the City of **Villa Rica**. We urge every resident to celebrate our older citizens, help to create an inclusive society, and accept the challenge of flexible thinking around aging.

Mayor Gil McDougal

Ward 3 Leslie McPherson

Ward 1 Shirley Marchman

Ward 4 Anna McCoy

Ward 2 Matthew Momtahan

Ward 5 Danny Carter

RESOLUTION

WHEREAS the City of Villa Rica has enacted an Ordinance establishing regulations for the issuance of licenses for distilled spirits by the package; and

WHEREAS said regulations create a procedure for accepting applications for said licenses; and

WHEREAS there are available licenses for Districts 2 and 4 under the City of Villa Rica Distilled Spirits Package Licenses Ordinance.

NOW, THEREFORE BE IT HEREBY RESOLVED that the City of Villa Rica receive applications for licenses for the sale of distilled spirits by the package in Districts 2 and 4 under the applicable City of Villa Rica Code of Ordinances.

IT IS HEREBY FURTHER RESOLVED AND DIRECTED that the City begin receiving applications for those two licenses on April 20, 2023 and that the cutoff for receipt of said applications shall be 12:00 noon on Friday, May 5, 2023. Applications shall be made on forms provided by the City and shall be submitted at City Hall, along with the applicable application fee, by the stated deadline.

IT IS SO RESOLVED on this _____ day of April, 2023.

Gil McDougal, Mayor

Attest:

Theresa Campbell, City Clerk

CITY OF VILLA RICA
ORDINANCE

WHEREAS, Sec. 3.12 of the City Charter of the City of Villa Rica provides for the appointment of members to Boards, Commissions and Authorities of the City; and

WHEREAS, the Mayor and Council wish to establish a uniform system for service for members of Boards, Commissions, and Authorities; and

NOW, THEREFORE, be it hereby ordained by the Mayor and Council of the City of Villa Rica that Sec. 2-30 of the Code of Ordinances of the City of Villa Rica be adopted as follows:

1. **Section 2-30 – Terms for members of Boards, Commissions and Authorities.** All terms of office for all members of Boards, Commissions and Authorities of the City shall run from January 1 until December 31 of each year during the term of office. The purpose of this revision is to conclude the service of each member appointed to a Board, Commission and Authority during their term of service on December 31 of the final year of that term. Each member of a Board, Commission and Authority shall continue in office until their successor has been duly appointed according to law.
2. Upon adoption of this Ordinance, the City Clerk shall notify all current members of Boards, Commissions and Authorities within the City when their term of office shall expire and shall further prepare a master list of the expiration of the terms for all members of Boards, Commissions and Authorities within the City.

IT IS SO ORDAINED on this the _____ day of April, 2023.

Gil McDougal, Mayor
City of Villa Rica, Georgia

Attest:

Theresa Campbell, City Clerk

Business Associate Agreement

This Business Associate Agreement (this “Agreement”) is entered into this _____ day of _____, 2023 (the “Effective Date”), by and between Strongside Solutions, LLC (“Business Associate”) and City of Villa Rica (“Covered Entity”). Business Associate and Covered Entity may be referred to herein as a “Party” or the “Parties.”

RECITALS:

Covered Entity provides services that pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) requires Covered Entity to restrict the uses and disclosures of Protected Health Information, as defined by HIPAA, in accordance with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the “Privacy Rule”), and Subparts A and C as amended from time to time (the “Security Rule”) under HIPAA, which was amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), as Title XIII Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub.L. 111-5). Pursuant to the arrangement between Covered Entity and Business Associate (the “Service Agreement”), Business Associate may receive access to use or disclose Protected Health Information for the purposes of providing services to Covered Entity. Thus, to the extent Business Associate receives, uses, discloses or creates Protected Health Information in connection with services provided to Covered Entity and is deemed a “Business Associate” pursuant to the HIPAA laws, as amended by HITECH Act, Business Associate agrees to comply with the applicable regulations.

NOW, THEREFORE, the Parties, in consideration of the mutual agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, do hereby agree as follows:

1. **Definitions.** Unless otherwise provided in this Agreement, capitalized terms shall have the same meanings as set forth in the Standards for Privacy or Security of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A,C and E.
 - a. “**Breach**” shall have the same meaning as the term “breach” given in 45 C.F.R. §164.402, as amended by HITECH Act and shall include the unauthorized acquisition, access, use or disclosure of Protected Health Information that compromises the security or privacy of such information.
 - b. “**Designated Record Set**” shall mean a group of records maintained by or for a covered entity that is (i) the medical records and billing records about Individuals maintained by or for the covered entity, (ii) enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a Health Plan, and (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For the purposes of this paragraph, the term “**Record**” means any items, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for covered entity.

- c. **“Electronic Protected Health Information” or “Electronic PHI”** shall have the meaning in 45 C.F.R. §160.103.
 - d. **“HHS”** shall mean the United States Department of Health and Human Services.
 - e. **“Individually Identifiable Health Information”** shall mean information that is a subset of health information, including demographic information, that is collected from an Individual and (1) is created or received by a covered entity or an employer; (2) relates to the past, present or future physical or mental health or condition of an Individual, the provision of healthcare to an Individual, or the past, present, or future payment for the provision of healthcare to an Individual; and (3) identifies the Individual, or there is a reasonable basis to believe the information can be used to identify the Individual.
 - f. **“Individual(s)”** shall have the same meaning as the term “individual” in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
 - g. **“Privacy Rule”** shall mean the Standards for Privacy of Individually Identifiable Health Information found at 45 C.F.R. Part 160 and Part 164, Subparts A and E, in effect or as amended, and with which compliance is required.
 - h. **“Protected Health Information (“PHI”)”** shall have the same meaning as the term “protected health information” in 45 C.F.R. §160.103.
 - i. **“Required by Law”** shall have the same meaning as the term “required by law” in 45 C.F.R. §164.103.
 - j. **“Secretary”** shall mean the Secretary of HHS or his/her designee.
 - k. **“Security Incident”** shall have the meaning as the term “Security Incident” in 45 C.F.R. §164.304, which means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an Information System.
 - l. **“Security Rule”** shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and C, in effect or as amended, and with which compliance is required.
 - m. **“Unsecured PHI”** shall mean Protected Health Information that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined by the HITECH Act.
2. **Obligations and Activities of Business Associate.** To the extent Business Associate satisfies the definition of a business associate under HIPAA, as amended by HITECH, Business Associate agrees to comply with the following:

- a. Permitted Uses. Business Associate agrees to use or disclose PHI in accordance with the terms of this Agreement or as Required by Law.
- b. Appropriate Safeguards. Business Associate agrees to implement appropriate and reasonable administrative, technical and physical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- c. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- d. Reporting.
 - 1) Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement or any successful Security Incident of which it becomes aware. Upon discovery of a breach of the security of PHI or a Security Incident, Business Associate shall notify Covered Entity within ten (10) business days. Notice should include the identification of each individual whose PHI has been or is reasonably believed to have been breached, the type of PHI that was believed to be disclosed, the mitigation actions taken by Business Associate to prevent future breaches and any other information necessary for the Covered Entity to comply with the notification requirements promulgated by HIPAA and HITECH. The parties acknowledge that this Agreement shall serve as notice of unsuccessful Security Incidents and the notice requirements described herein shall exclude trivial attempts that do not result in unauthorized access, use, disclosure, modification or destruction of PHI that is electronic PHI, nor result in material interference with system operations in an information system, including without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, and denials of service, which were successfully defended by Business Associate and did not provide access to the PHI or ePHI.
 - 2) Business Associate agrees to notify Covered Entity of any Breach of Unsecured PHI within ten (10) business days of the date Business Associate learns of the Breach. Business Associate shall provide such information to Covered Entity as required by 45 C.F.R. §164.410(c).
- e. Agents and subcontractors. Business Associate agrees to require subcontractors, to whom it provides PHI received from, or created on behalf of, Covered Entity, to comply in writing with the restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including the safeguards contained in this Agreement.
- f. Access to Protected Health Information. To the extent Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to provide access to PHI

maintained in a Designated Record Set, within five (5) business days upon receipt of the request of Covered Entity.

- g. Amendment of Protected Health Information. To the extent Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526, at the request of Covered Entity or an Individual, within five (5) business days from the receipt of such request.
- h. Governmental Access to Records. Business Associate agrees to make its internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received for Covered Entity, available to the Secretary, for the purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Accounting of Disclosures. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity, to respond to an accounting of disclosures of PHI under 45 CFR §164.528, the HITECH Act guidance and the effective regulations regarding accounting for disclosures.
- j. Obligations of Covered Entity. Business Associate agrees that to the extent it performs one or more of the Covered Entity obligations under the Privacy Rule, Business Associate shall comply with the HIPAA Privacy Rule in the same manner that such Rule would apply to the Covered Entity in the performance of such obligation.
- k. Security Standards. Business Associate shall implement administrative, physical and technical safeguards for Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity, including without limitation, compliance with each of the Standards and Implementation Specifications of 45 C.F.R. §164.308 (Administrative Safeguards), 45 C.F.R. §164.310 (Physical Safeguards), 45 C.F.R. §164.312 (Technical Safeguards) and 45 C.F.R. §164.316 (Policies and Procedures and Documentation Requirements).
- l. Agent Protection of Electronic PHI. Business Associate shall ensure that its subcontractors to whom it provides Electronic PHI, agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect that Electronic PHI, including compliance with each of the Standards and Implementation Specifications of 45 C.F.R. §164.308 (Administrative Safeguards), 45 C.F.R. §164.310 (Physical Safeguards), 45 C.F.R. §164.312 (Technical Safeguards) and 45 C.F.R. §164.316 (Policies and Procedures and Documentation Requirements).
- m. Minimum Necessary. Business Associate acknowledges that it shall limit the use, disclosure or request of PHI to perform or fulfill a specific function required or permitted hereunder to the Minimum Necessary information, to accomplish the purpose of such use, disclosure or request as set forth in 45 C.F.R. §164.502(b).

n. Additional Restrictions. Notwithstanding any other provision in this Agreement, Business Associate shall comply with the effective provisions of HIPAA and its implementing regulations that apply to Business Associate, including the following:

- 1) the prohibition on sale of Protected Health Information without authorization, unless an exception under 45 C.F.R. §164.508(a)(4) applies; and
- 2) the prohibition on receiving remuneration for certain communications that fall within the exceptions to the definition of marketing under 45 C.F.R. §164.501 unless permitted by this Agreement and 45 C.F.R. §164.508.

3. Permitted Uses and Disclosures by Business Associate.

- a. Services to Covered Entity. Subject to the provisions of this Agreement, Business Associate may use or disclose PHI as necessary to provide services to the Covered Entity or otherwise comply with its obligations under the Services Agreement.
- b. Management and Administration. Except as otherwise limited in this Agreement or the Service Agreement, Business Associate may use or disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of Business Associate. In the event of disclosure of PHI to a third party for purposes described herein, Business Associate shall obtain satisfactory assurances from the receiving party that it shall maintain the privacy and security of the information, use or further disclose the information only as Required by Law or for the purposes for which the information was disclosed to the third party and notify Business Associate of any instances of a breach of confidentiality of the information.
- c. Data Aggregation. Business Associate may use PHI to provide data aggregation services relating to the health care operations of Covered Entity.
- d. De-Identification. In accordance with the applicable provisions of HIPAA, the Privacy Rule and the Security Rule, Business Associate may de-identify PHI received, created, maintained or transmitted by or to Business Associate pursuant to this Agreement, and use or disclose such de-identified information for any purpose permitted by applicable law.

4. Obligations of Covered Entity

- a. Revocation of Consent. Covered Entity shall notify Business Associate in writing of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- b. Restrictions on Use of Protected Health Information. Covered Entity shall notify Business Associate in writing of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

- c. Notice of Privacy Rights. Covered Entity shall provide Business Associate with notice of any restrictions on the use or disclosure of PHI provided in the Covered Entity's Notice of Privacy Practices, as such may be amended from time to time.

5. Term and Termination

- a. Term. The Term of this Agreement shall be effective as of the Effective Date, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - b. Termination For Cause. In the event of a material breach of this Agreement by either Party, the non-breaching Party shall:
 - 1) Provide the breaching Party an opportunity to cure the material breach within thirty (30) days; or
 - 2) Immediately terminate this Agreement if a material term of this Agreement has been breached and cure is not possible; or
 - 3) If cure or immediate termination is not possible, a Party shall notify the other Party of its intent to report the material breach to the Secretary of HHS.
 - c. Effect of Termination. Except as provided below, upon termination or expiration of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
6. Entire Agreement. This Agreement supersedes any and all other agreements, whether oral or written, between the Parties with respect to PHI, and this Agreement contains all of the covenants and agreements between the Parties with respect to PHI in any manner whatsoever. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, that are not embodied in this Agreement relating to PHI, and that no other agreement, statement, or promise not contained in this Agreement with respect to PHI shall be valid or binding.
7. Modification. No change or modification of this Agreement shall be valid or binding unless the same is in writing and signed by each of the Parties hereto.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

9. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement or in the Service Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

10. **Amendment.** This Agreement shall automatically be deemed amended and any conflicting terms shall be superseded by new regulations in order to support compliance with the HIPAA Privacy and Security Rule as amended through the regulatory process. Both Parties agree to comply with the applicable laws and regulations. Any other amendments or modifications shall only be amended through a written amendment by both parties.

11. **RESERVED**

Commented [JT1]: The city cannot waive claims pursuant to the gratuities clause in the Ga. Constitution.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

STRONGSIDE SOLUTIONS, LLC

CITY OF VILLA RICA

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

Business Associate Agreement

This Business Associate Agreement (this “Agreement”) is entered into this _____ day of _____, 2023 (the “Effective Date”), by and between Angel Access, LLC (“Business Associate”) and City of Villa Rica (“Covered Entity”). Business Associate and Covered Entity may be referred to herein as a “Party” or the “Parties.”

RECITALS:

Covered Entity provides services that pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) requires Covered Entity to restrict the uses and disclosures of Protected Health Information, as defined by HIPAA, in accordance with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the “Privacy Rule”), and Subparts A and C as amended from time to time (the “Security Rule”) under HIPAA, which was amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), as Title XIII Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub.L. 111-5). Pursuant to the arrangement between Covered Entity and Business Associate (the “Service Agreement”), Business Associate may receive access to use or disclose Protected Health Information for the purposes of providing services to Covered Entity. Thus, to the extent Business Associate receives, uses, discloses or creates Protected Health Information in connection with services provided to Covered Entity and is deemed a “Business Associate” pursuant to the HIPAA laws, as amended by HITECH Act, Business Associate agrees to comply with the applicable regulations.

NOW, THEREFORE, the Parties, in consideration of the mutual agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, do hereby agree as follows:

1. **Definitions.** Unless otherwise provided in this Agreement, capitalized terms shall have the same meanings as set forth in the Standards for Privacy or Security of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A,C and E.
 - a. **“Breach”** shall have the same meaning as the term “breach” given in 45 C.F.R. §164.402, as amended by HITECH Act and shall include the unauthorized acquisition, access, use or disclosure of Protected Health Information that compromises the security or privacy of such information.
 - b. **“Designated Record Set”** shall mean a group of records maintained by or for a covered entity that is (i) the medical records and billing records about Individuals maintained by or for the covered entity, (ii) enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a Health Plan, and (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For the purposes of this paragraph, the term **“Record”** means any items, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for covered entity.

- c. **“Electronic Protected Health Information” or “Electronic PHI”** shall have the meaning in 45 C.F.R. §160.103.
 - d. **“HHS”** shall mean the United States Department of Health and Human Services.
 - e. **“Individually Identifiable Health Information”** shall mean information that is a subset of health information, including demographic information, that is collected from an Individual and (1) is created or received by a covered entity or an employer; (2) relates to the past, present or future physical or mental health or condition of an Individual, the provision of healthcare to an Individual, or the past, present, or future payment for the provision of healthcare to an Individual; and (3) identifies the Individual, or there is a reasonable basis to believe the information can be used to identify the Individual.
 - f. **“Individual(s)”** shall have the same meaning as the term “individual” in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
 - g. **“Privacy Rule”** shall mean the Standards for Privacy of Individually Identifiable Health Information found at 45 C.F.R. Part 160 and Part 164, Subparts A and E, in effect or as amended, and with which compliance is required.
 - h. **“Protected Health Information (“PHI”)** shall have the same meaning as the term “protected health information” in 45 C.F.R. §160.103.
 - i. **“Required by Law”** shall have the same meaning as the term “required by law” in 45 C.F.R. §164.103.
 - j. **“Secretary”** shall mean the Secretary of HHS or his/her designee.
 - k. **“Security Incident”** shall have the meaning as the term “Security Incident” in 45 C.F.R. §164.304, which means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an Information System.
 - l. **“Security Rule”** shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and C, in effect or as amended, and with which compliance is required.
 - m. **“Unsecured PHI”** shall mean Protected Health Information that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined by the HITECH Act.
2. **Obligations and Activities of Business Associate.** To the extent Business Associate satisfies the definition of a business associate under HIPAA, as amended by HITECH, Business Associate agrees to comply with the following:

- a. Permitted Uses. Business Associate agrees to use or disclose PHI in accordance with the terms of this Agreement or as Required by Law.
- b. Appropriate Safeguards. Business Associate agrees to implement appropriate and reasonable administrative, technical and physical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- c. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- d. Reporting.
 - 1) Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement or any successful Security Incident of which it becomes aware. Upon discovery of a breach of the security of PHI or a Security Incident, Business Associate shall notify Covered Entity within ten (10) business days. Notice should include the identification of each individual whose PHI has been or is reasonably believed to have been breached, the type of PHI that was believed to be disclosed, the mitigation actions taken by Business Associate to prevent future breaches and any other information necessary for the Covered Entity to comply with the notification requirements promulgated by HIPAA and HITECH. The parties acknowledge that this Agreement shall serve as notice of unsuccessful Security Incidents and the notice requirements described herein shall exclude trivial attempts that do not result in unauthorized access, use, disclosure, modification or destruction of PHI that is electronic PHI, nor result in material interference with system operations in an information system, including without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, and denials of service, which were successfully defended by Business Associate and did not provide access to the PHI or ePHI.
 - 2) Business Associate agrees to notify Covered Entity of any Breach of Unsecured PHI within ten (10) business days of the date Business Associate learns of the Breach. Business Associate shall provide such information to Covered Entity as required by 45 C.F.R. §164.410(c).
- e. Agents and subcontractors. Business Associate agrees to require subcontractors, to whom it provides PHI received from, or created on behalf of, Covered Entity, to comply in writing with the restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including the safeguards contained in this Agreement.
- f. Access to Protected Health Information. To the extent Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to provide access to PHI

maintained in a Designated Record Set, within five (5) business days upon receipt of the request of Covered Entity.

- g. Amendment of Protected Health Information. To the extent Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526, at the request of Covered Entity or an Individual, within five (5) business days from the receipt of such request.
- h. Governmental Access to Records. Business Associate agrees to make its internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received for Covered Entity, available to the Secretary, for the purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Accounting of Disclosures. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity, to respond to an accounting of disclosures of PHI under 45 CFR §164.528, the HITECH Act guidance and the effective regulations regarding accounting for disclosures.
- j. Obligations of Covered Entity. Business Associate agrees that to the extent it performs one or more of the Covered Entity obligations under the Privacy Rule, Business Associate shall comply with the HIPAA Privacy Rule in the same manner that such Rule would apply to the Covered Entity in the performance of such obligation.
- k. Security Standards. Business Associate shall implement administrative, physical and technical safeguards for Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity, including without limitation, compliance with each of the Standards and Implementation Specifications of 45 C.F.R. §164.308 (Administrative Safeguards), 45 C.F.R. §164.310 (Physical Safeguards), 45 C.F.R. §164.312 (Technical Safeguards) and 45 C.F.R. §164.316 (Policies and Procedures and Documentation Requirements).
- l. Agent Protection of Electronic PHI. Business Associate shall ensure that its subcontractors to whom it provides Electronic PHI, agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect that Electronic PHI, including compliance with each of the Standards and Implementation Specifications of 45 C.F.R. §164.308 (Administrative Safeguards), 45 C.F.R. §164.310 (Physical Safeguards), 45 C.F.R. §164.312 (Technical Safeguards) and 45 C.F.R. §164.316 (Policies and Procedures and Documentation Requirements).
- m. Minimum Necessary. Business Associate acknowledges that it shall limit the use, disclosure or request of PHI to perform or fulfill a specific function required or permitted hereunder to the Minimum Necessary information, to accomplish the purpose of such use, disclosure or request as set forth in 45 C.F.R. §164.502(b).

n. Additional Restrictions. Notwithstanding any other provision in this Agreement, Business Associate shall comply with the effective provisions of HIPAA and its implementing regulations that apply to Business Associate, including the following:

- 1) the prohibition on sale of Protected Health Information without authorization, unless an exception under 45 C.F.R. §164.508(a)(4) applies; and
- 2) the prohibition on receiving remuneration for certain communications that fall within the exceptions to the definition of marketing under 45 C.F.R. §164.501 unless permitted by this Agreement and 45 C.F.R. §164.508.

3. Permitted Uses and Disclosures by Business Associate.

- a. Services to Covered Entity. Subject to the provisions of this Agreement, Business Associate may use or disclose PHI as necessary to provide services to the Covered Entity or otherwise comply with its obligations under the Services Agreement.
- b. Management and Administration. Except as otherwise limited in this Agreement or the Service Agreement, Business Associate may use or disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of Business Associate. In the event of disclosure of PHI to a third party for purposes described herein, Business Associate shall obtain satisfactory assurances from the receiving party that it shall maintain the privacy and security of the information, use or further disclose the information only as Required by Law or for the purposes for which the information was disclosed to the third party and notify Business Associate of any instances of a breach of confidentiality of the information.
- c. Data Aggregation. Business Associate may use PHI to provide data aggregation services relating to the health care operations of Covered Entity.
- d. De-Identification. In accordance with the applicable provisions of HIPAA, the Privacy Rule and the Security Rule, Business Associate may de-identify PHI received, created, maintained or transmitted by or to Business Associate pursuant to this Agreement, and use or disclose such de-identified information for any purpose permitted by applicable law.

4. Obligations of Covered Entity

- a. Revocation of Consent. Covered Entity shall notify Business Associate in writing of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- b. Restrictions on Use of Protected Health Information. Covered Entity shall notify Business Associate in writing of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

- c. Notice of Privacy Rights. Covered Entity shall provide Business Associate with notice of any restrictions on the use or disclosure of PHI provided in the Covered Entity's Notice of Privacy Practices, as such may be amended from time to time.

5. Term and Termination

- a. Term. The Term of this Agreement shall be effective as of the Effective Date, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - b. Termination For Cause. In the event of a material breach of this Agreement by either Party, the non-breaching Party shall:
 - 1) Provide the breaching Party an opportunity to cure the material breach within thirty (30) days; or
 - 2) Immediately terminate this Agreement if a material term of this Agreement has been breached and cure is not possible; or
 - 3) If cure or immediate termination is not possible, a Party shall notify the other Party of its intent to report the material breach to the Secretary of HHS.
 - c. Effect of Termination. Except as provided below, upon termination or expiration of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
6. Entire Agreement. This Agreement supersedes any and all other agreements, whether oral or written, between the Parties with respect to PHI, and this Agreement contains all of the covenants and agreements between the Parties with respect to PHI in any manner whatsoever. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, that are not embodied in this Agreement relating to PHI, and that no other agreement, statement, or promise not contained in this Agreement with respect to PHI shall be valid or binding.
7. Modification. No change or modification of this Agreement shall be valid or binding unless the same is in writing and signed by each of the Parties hereto.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

9. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement or in the Service Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

10. **Amendment.** This Agreement shall automatically be deemed amended and any conflicting terms shall be superseded by new regulations in order to support compliance with the HIPAA Privacy and Security Rule as amended through the regulatory process. Both Parties agree to comply with the applicable laws and regulations. Any other amendments or modifications shall only be amended through a written amendment by both parties.

11. **RESERVED**

Commented [JT1]: The city cannot waive claims pursuant to the gratuities clause in the Ga. Constitution.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

ANGEL ACCESS, LLC

CITY OF VILLA RICA

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

Business Associate Agreement

This Business Associate Agreement (this “Agreement”) is entered into this _____ day of _____, 2023 (the “Effective Date”), by and between Angel-Rx, LLC (“Business Associate”) and City of Villa Rica (“Covered Entity”). Business Associate and Covered Entity may be referred to herein as a “Party” or the “Parties.”

RECITALS:

Covered Entity provides services that pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) requires Covered Entity to restrict the uses and disclosures of Protected Health Information, as defined by HIPAA, in accordance with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the “Privacy Rule”), and Subparts A and C as amended from time to time (the “Security Rule”) under HIPAA, which was amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), as Title XIII Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub.L. 111-5). Pursuant to the arrangement between Covered Entity and Business Associate (the “Service Agreement”), Business Associate may receive access to use or disclose Protected Health Information for the purposes of providing services to Covered Entity. Thus, to the extent Business Associate receives, uses, discloses or creates Protected Health Information in connection with services provided to Covered Entity and is deemed a “Business Associate” pursuant to the HIPAA laws, as amended by HITECH Act, Business Associate agrees to comply with the applicable regulations.

NOW, THEREFORE, the Parties, in consideration of the mutual agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, do hereby agree as follows:

1. **Definitions.** Unless otherwise provided in this Agreement, capitalized terms shall have the same meanings as set forth in the Standards for Privacy or Security of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A,C and E.
 - a. “**Breach**” shall have the same meaning as the term “breach” given in 45 C.F.R. §164.402, as amended by HITECH Act and shall include the unauthorized acquisition, access, use or disclosure of Protected Health Information that compromises the security or privacy of such information.
 - b. “**Designated Record Set**” shall mean a group of records maintained by or for a covered entity that is (i) the medical records and billing records about Individuals maintained by or for the covered entity, (ii) enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a Health Plan, and (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For the purposes of this paragraph, the term “**Record**” means any items, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for covered entity.

- c. **“Electronic Protected Health Information” or “Electronic PHI”** shall have the meaning in 45 C.F.R. §160.103.
 - d. **“HHS”** shall mean the United States Department of Health and Human Services.
 - e. **“Individually Identifiable Health Information”** shall mean information that is a subset of health information, including demographic information, that is collected from an Individual and (1) is created or received by a covered entity or an employer; (2) relates to the past, present or future physical or mental health or condition of an Individual, the provision of healthcare to an Individual, or the past, present, or future payment for the provision of healthcare to an Individual; and (3) identifies the Individual, or there is a reasonable basis to believe the information can be used to identify the Individual.
 - f. **“Individual(s)”** shall have the same meaning as the term “individual” in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
 - g. **“Privacy Rule”** shall mean the Standards for Privacy of Individually Identifiable Health Information found at 45 C.F.R. Part 160 and Part 164, Subparts A and E, in effect or as amended, and with which compliance is required.
 - h. **“Protected Health Information (“PHI”)** shall have the same meaning as the term “protected health information” in 45 C.F.R. §160.103.
 - i. **“Required by Law”** shall have the same meaning as the term “required by law” in 45 C.F.R. §164.103.
 - j. **“Secretary”** shall mean the Secretary of HHS or his/her designee.
 - k. **“Security Incident”** shall have the meaning as the term “Security Incident” in 45 C.F.R. §164.304, which means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an Information System.
 - l. **“Security Rule”** shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and C, in effect or as amended, and with which compliance is required.
 - m. **“Unsecured PHI”** shall mean Protected Health Information that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined by the HITECH Act.
2. **Obligations and Activities of Business Associate.** To the extent Business Associate satisfies the definition of a business associate under HIPAA, as amended by HITECH, Business Associate agrees to comply with the following:

- a. Permitted Uses. Business Associate agrees to use or disclose PHI in accordance with the terms of this Agreement or as Required by Law.
- b. Appropriate Safeguards. Business Associate agrees to implement appropriate and reasonable administrative, technical and physical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- c. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- d. Reporting.
 - 1) Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement or any successful Security Incident of which it becomes aware. Upon discovery of a breach of the security of PHI or a Security Incident, Business Associate shall notify Covered Entity within ten (10) business days. Notice should include the identification of each individual whose PHI has been or is reasonably believed to have been breached, the type of PHI that was believed to be disclosed, the mitigation actions taken by Business Associate to prevent future breaches and any other information necessary for the Covered Entity to comply with the notification requirements promulgated by HIPAA and HITECH. The parties acknowledge that this Agreement shall serve as notice of unsuccessful Security Incidents and the notice requirements described herein shall exclude trivial attempts that do not result in unauthorized access, use, disclosure, modification or destruction of PHI that is electronic PHI, nor result in material interference with system operations in an information system, including without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, and denials of service, which were successfully defended by Business Associate and did not provide access to the PHI or ePHI.
 - 2) Business Associate agrees to notify Covered Entity of any Breach of Unsecured PHI within ten (10) business days of the date Business Associate learns of the Breach. Business Associate shall provide such information to Covered Entity as required by 45 C.F.R. §164.410(c).
- e. Agents and subcontractors. Business Associate agrees to require subcontractors, to whom it provides PHI received from, or created on behalf of, Covered Entity, to comply in writing with the restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including the safeguards contained in this Agreement.
- f. Access to Protected Health Information. To the extent Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to provide access to PHI

maintained in a Designated Record Set, within five (5) business days upon receipt of the request of Covered Entity.

- g. Amendment of Protected Health Information. To the extent Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526, at the request of Covered Entity or an Individual, within five (5) business days from the receipt of such request.
- h. Governmental Access to Records. Business Associate agrees to make its internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received for Covered Entity, available to the Secretary, for the purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Accounting of Disclosures. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity, to respond to an accounting of disclosures of PHI under 45 CFR §164.528, the HITECH Act guidance and the effective regulations regarding accounting for disclosures.
- j. Obligations of Covered Entity. Business Associate agrees that to the extent it performs one or more of the Covered Entity obligations under the Privacy Rule, Business Associate shall comply with the HIPAA Privacy Rule in the same manner that such Rule would apply to the Covered Entity in the performance of such obligation.
- k. Security Standards. Business Associate shall implement administrative, physical and technical safeguards for Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity, including without limitation, compliance with each of the Standards and Implementation Specifications of 45 C.F.R. §164.308 (Administrative Safeguards), 45 C.F.R. §164.310 (Physical Safeguards), 45 C.F.R. §164.312 (Technical Safeguards) and 45 C.F.R. §164.316 (Policies and Procedures and Documentation Requirements).
- l. Agent Protection of Electronic PHI. Business Associate shall ensure that its subcontractors to whom it provides Electronic PHI, agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect that Electronic PHI, including compliance with each of the Standards and Implementation Specifications of 45 C.F.R. §164.308 (Administrative Safeguards), 45 C.F.R. §164.310 (Physical Safeguards), 45 C.F.R. §164.312 (Technical Safeguards) and 45 C.F.R. §164.316 (Policies and Procedures and Documentation Requirements).
- m. Minimum Necessary. Business Associate acknowledges that it shall limit the use, disclosure or request of PHI to perform or fulfill a specific function required or permitted hereunder to the Minimum Necessary information, to accomplish the purpose of such use, disclosure or request as set forth in 45 C.F.R. §164.502(b).

n. Additional Restrictions. Notwithstanding any other provision in this Agreement, Business Associate shall comply with the effective provisions of HIPAA and its implementing regulations that apply to Business Associate, including the following:

- 1) the prohibition on sale of Protected Health Information without authorization, unless an exception under 45 C.F.R. §164.508(a)(4) applies; and
- 2) the prohibition on receiving remuneration for certain communications that fall within the exceptions to the definition of marketing under 45 C.F.R. §164.501 unless permitted by this Agreement and 45 C.F.R. §164.508.

3. Permitted Uses and Disclosures by Business Associate.

- a. Services to Covered Entity. Subject to the provisions of this Agreement, Business Associate may use or disclose PHI as necessary to provide services to the Covered Entity or otherwise comply with its obligations under the Services Agreement.
- b. Management and Administration. Except as otherwise limited in this Agreement or the Service Agreement, Business Associate may use or disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of Business Associate. In the event of disclosure of PHI to a third party for purposes described herein, Business Associate shall obtain satisfactory assurances from the receiving party that it shall maintain the privacy and security of the information, use or further disclose the information only as Required by Law or for the purposes for which the information was disclosed to the third party and notify Business Associate of any instances of a breach of confidentiality of the information.
- c. Data Aggregation. Business Associate may use PHI to provide data aggregation services relating to the health care operations of Covered Entity.
- d. De-Identification. In accordance with the applicable provisions of HIPAA, the Privacy Rule and the Security Rule, Business Associate may de-identify PHI received, created, maintained or transmitted by or to Business Associate pursuant to this Agreement, and use or disclose such de-identified information for any purpose permitted by applicable law.

4. Obligations of Covered Entity

- a. Revocation of Consent. Covered Entity shall notify Business Associate in writing of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- b. Restrictions on Use of Protected Health Information. Covered Entity shall notify Business Associate in writing of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

- c. Notice of Privacy Rights. Covered Entity shall provide Business Associate with notice of any restrictions on the use or disclosure of PHI provided in the Covered Entity's Notice of Privacy Practices, as such may be amended from time to time.

5. Term and Termination

- a. Term. The Term of this Agreement shall be effective as of the Effective Date, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - b. Termination For Cause. In the event of a material breach of this Agreement by either Party, the non-breaching Party shall:
 - 1) Provide the breaching Party an opportunity to cure the material breach within thirty (30) days; or
 - 2) Immediately terminate this Agreement if a material term of this Agreement has been breached and cure is not possible; or
 - 3) If cure or immediate termination is not possible, a Party shall notify the other Party of its intent to report the material breach to the Secretary of HHS.
 - c. Effect of Termination. Except as provided below, upon termination or expiration of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
6. Entire Agreement. This Agreement supersedes any and all other agreements, whether oral or written, between the Parties with respect to PHI, and this Agreement contains all of the covenants and agreements between the Parties with respect to PHI in any manner whatsoever. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, that are not embodied in this Agreement relating to PHI, and that no other agreement, statement, or promise not contained in this Agreement with respect to PHI shall be valid or binding.
7. Modification. No change or modification of this Agreement shall be valid or binding unless the same is in writing and signed by each of the Parties hereto.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

9. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement or in the Service Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

10. **Amendment.** This Agreement shall automatically be deemed amended and any conflicting terms shall be superseded by new regulations in order to support compliance with the HIPAA Privacy and Security Rule as amended through the regulatory process. Both Parties agree to comply with the applicable laws and regulations. Any other amendments or modifications shall only be amended through a written amendment by both parties.

11. **RESERVED**

Commented [JT1]: The city cannot waive claims pursuant to the gratuities clause in the Ga. Constitution.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

ANGEL R-X, LLC

CITY OF VILLA RICA

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Business Associate Agreement for Strongside Solutions,
Angel Rx, and Angel Access

AGENDA DATE: April 11, 2023

DATE PREPARED: March 29, 2023

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

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: The City of Villa Rica is required, pursuant to the provisions of HIPAA, to have business associate agreements with all of the medical providers related to its self-funded employee insurance plan. We currently have such agreements in place with most of our providers. During a recent review, it was determined that the City did not have business associate agreements in place with three of our providers – Strongside Solutions, Angel Rx, and Angel Access. We have drafted Agreements for those two entities to ensure that we are in compliance with all the requirements of HIPAA. These Agreements are similar in form and content to the Business Associate Agreements that we have in place with other providers related to our employee health insurance.

STAFF RECOMMENDATION: Staff recommends that the Council approve the Business Associate Agreements between the City of Villa Rica and Strongside Solutions, Angel Rx, and Angel Access.

MOTION: I move to approve the Business Associate Agreements between the City of Villa Rica and Strongside Solutions, Angel Rx, and Angel Access. I further authorize the Mayor to execute said Agreements.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approval of Intergovernmental Agreement with Douglas County
re: Local Option Sales Tax

AGENDA DATE: April 11, 2023

DATE PREPARED: March 30, 2023

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

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: The City of Villa Rica and Douglas County recently concluded their negotiations for the distribution of Local Option Sales Tax through 2033. Douglas County has tendered an Intergovernmental Agreement to the City which will memorialize the distribution schedule which has previously been agreed to. While the numbers set forth in the Agreement have already been forwarded to the Department of Revenue for implementation during the next ten years, it is thought to be a good idea to memorialize the Agreement in a document as tendered.

STAFF RECOMMENDATION: Staff recommends that the Council approve the Intergovernmental Agreement regarding distribution of Local Option Sales Tax as tendered by Douglas County and attached hereto.

MOTION: I move to approve the Intergovernmental Agreement between the City of Villa Rica and Douglas County as it related to the distribution of Local Option Sales Tax as attached hereto.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approval of Intergovernmental Agreement with Douglas County
for Service Delivery

AGENDA DATE: April 11, 2023

DATE PREPARED: March 30, 2023

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

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: Pursuant to Georgia law, each county and city in the state is required to enter into a service delivery agreement outlining the provision of services to its citizens. The current Service Delivery Agreement between the City and the County must be revised periodically. The Agreement between the City of Villa Rica and Douglas County is due for renewal. The proposed Intergovernmental Agreement for Service Delivery will remain the same as it currently exists.

STAFF RECOMMENDATION: Staff has reviewed the proposed Intergovernmental Agreement between the City of Villa Rica and Douglas County. Based on the fact that the proposed Agreement maintains the existing terms of service between the City and the County, staff recommends that the proposed Intergovernmental Agreement be approved.

MOTION: I move to approve the Intergovernmental Agreement between the City of Villa Rica and Douglas County regarding the provisions of service delivery as attached hereto and further authorize the Mayor to execute the same.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Consideration of Appearance Agreement with Matt Stone for concert

AGENDA DATE: April 11, 2023

DATE PREPARED: April 11, 2023

PREPARED BY: City Councilmember Leslie McPherson

AMOUNT for performance: \$5,800.00*

*Projected Amount for Band, lights, sound, advertising, accommodation for Band is not known but, based on prior concerts, is anticipated to be approximately \$13,000.00. If approved by the Council for further action, staff can be directed to prepare an itemized accounting.

GL ACCOUNT #: Not known

FUNDING SOURCE: If approved, Staff will be asked to assign the appropriate accounting information.

BUDGETED ITEM? No

PURPOSE: The purpose of this request is to add an additional concert to the annual schedule of entertainment provided by the City.

IMPACT: To provide a high quality concert for the community and to bring additional revenue and exposure to Villa Rica downtown merchants.

MOTION: I move to approve the Agreement with Matt Stone as attached hereto and to further authorize staff to organize the event based on the Agreement. I further move to budget the funds necessary to cover all expenses of the event not covered by donations and sponsorships.

APPEARANCE AGREEMENT

between	Matt Stone (Artist) and City of Villa Rica (Producer)
date & time event location	October 6, 2023 @ 8pm Villa Rica Amphitheatre
appearance description	To perform the likeness and voice of Elvis Presley in a 90-minute productions of "ELVIS: In Person" backed by a five-piece-band
fee	Matt Stone Enterprises will be compensated \$5800, \$1,700 Deposit Due By August 1st

The Customer will provide for The Artist the following provisions:

- Water
- Dressing Area
- Stage
- Sound System
- Sound & Light Tech
- Basic Hospitality

If there is a cancellation by the producer, the \$1,700 deposit is non-refundable.

If the artist cancels at any time, the deposit will be refunded to the city

City of Villa Rica

Date

Matt Stone

Matt Stone Enterprises

3-31-23
Date



CITY OF VILLA RICA

City Council Packet

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

CITY COUNCIL AGENDA DATE: April 11th, 2023

DATE: April 5th, 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 withdrawal of this item from consideration. Additional comprehensive changes to Chapters 1-5 are proposed at a forthcoming date (May or July) in order to consolidate ordinance changes and realize cost efficiencies while providing updates to Municode. This item will be reintroduced at that time and will be a part of other extensive ordinance changes, so they are all updated at once.

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 withdraw the proposed amendment to Section 2 *Administration* of the City of Villa Rica Zoning Ordinance as attached hereto from consideration.

**ORDINANCE TO AMEND THE ZONING
ORDINANCE OF THE CITY OF VILLA RICA**

WHEREAS, the City of Villa Rica currently has a Zoning Ordinance; and

WHEREAS, the City wishes to amend Sec. 2.02(8) of said Ordinance.

NOW, THEREFORE BE IT HEREBY ORDAINED by the Mayor and Commission that Sec. 2.02(8) (Membership) be amended to read as follows:

Sec. 2.02(8) – Membership.

- a) The Planning & Zoning Commission of the City of Villa Rica shall be comprised of five (5) members who reside in the city limits of Villa Rica, Georgia. The members shall be appointed 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 nominated 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 sworn in.
- i) The current terms for the wards within the City are as follows:
- Ward 1 - 01/01/2020—12/31/2022
 - Ward 2 - 01/01/2022—12/31/2022
 - Ward 3 - 01/01/2021—12/31/2023
 - Ward 4 - 01/01/2021—12/31/2023
 - Ward 5 - 01/01/2023—12/31/2023

Any and all other provisions of the City of Villa Rica Zoning Ordinance shall remain unchanged.

- 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.

Any and all other provisions of the City of Villa Rica Zoning Ordinance, except as amended herein, shall remain fully in effect.

IT IS SO ORDAINED on this the _____ day of May, 2023.

Gil McDougal, Mayor
City of Villa Rica

Attest:

Theresa Campbell, City Clerk

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.~~ The Planning & Zoning Commission of the City of Villa Rica shall be comprised of five (5) members who reside in the city limits of Villa Rica, Georgia. The members shall be appointed 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 nominated 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 sworn in.
 - i) The current terms for the wards within the City are as follows:
 - (1) Ward 1 – ~~01/01/2020 – 12/31/2022~~ 01/01/2020-12/31/2023
 - (2) Ward 2 – ~~12/01/2019 – 12/31/2021~~ 01/01/2022-12/31/2022
 - (3) Ward 3 – ~~01/01/2021 – 12/31/2023~~ 01/01/2021-12/31/2022
 - (4) Ward 4 – ~~01/01/2021 – 12/31/2023~~ 01/01/2021-12/31/2022

(5) Ward 5 – ~~01/01/2021–12/31/2022~~ **01/01/2023-12/31/2023**

- 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*.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Library Advisory Board Appointment
AGENDA DATE: April 11, 2023

DATE PREPARED: March 29, 2023
PREPARED BY: Rachel Linn, Library Manager

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

PURPOSE: To fill a vacancy of the Villa Rica: Library Advisory Board.

BACKGROUND: Cheryl Bell's term on the Villa Rica Library Advisory Board has expired. Cheryl Bell has reapplied for her position.

STAFF RECOMMENDATION: Staff is recommending that Cheryl Bell be re-appointed to the Villa Rica Library Advisory Board to fill this vacancy.

IMPACT: Cheryl Bell has previously served on the Library Advisory Board and is a respected community advocate. She has served faithfully for four years, and is the current board secretary. Cheryl is currently serving as the president of the Friends of the Villa Rica Public Library, and her voice on the Advisory Board will continue to link these two pillars of the library community together.

MOTION: I make a motion to re-appoint Cheryl Bell as board member to the Villa Rica Library Advisory Board for the term February 1, 2023 – December 31, 2025.



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



**APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT**

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

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

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

APPLICANT INFORMATION

Applicant Name: Cheryl Bell

Occupation: Retired Employer: N/A

Home Address: 232 Wentworth Cir City: Villa Rica Zip: 30180

Home Phone: (313) 443-7490 Home E-Mail: cherly100@yahoo.com

Work Phone: () Work E-Mail:

Cell Phone: (313) 443-7490 Preferred E-Mail: ☒ Home ☐ Work

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

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

b) How long have you been a resident of the City of Villa Rica? 9 Years 10 Months

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

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

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

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

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

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

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

I wish to be reinstated to this board to serve one more term. I have served for 4 years, am a member in good standing, and currently serve as the secretary.

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

APPLICANT STATEMENT

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

Cheryl L. Bell
Signature

Cheryl L. Bell
Printed Name

2-3-23
Date

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

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

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



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



**APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT**

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

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

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

APPLICANT INFORMATION

Applicant Name: Tokiwa T. Smith

Occupation: Consultant and Nonprofit Executive Employer: Tokiwa T. Smith consulting/STEM Link

Home Address: 206 Millpond Pkwy City: Villa Rica Zip: 30180

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

Work Phone: (404) 860-2935 Work E-Mail: tokiwa@tokiwa-smith.com

Cell Phone: (678) 467-1310 Preferred E-Mail: ☒ Home ☐ Work

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

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Library Advisory Board
- b) How long have you been a resident of the City of Villa Rica? 10 Years 1 Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____

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

As a library patron, it is my desire to support the library manager to ensure that city residents obtain and utilize their library cards and see the library as the community resource/space that it is and that the library has the resources it needs to serve the community.

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

① Library Advisory Board

② Recreation Advisory committee

APPLICANT STATEMENT

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

Tokwa T. Smith
Signature

Tokwa T. Smith
Printed Name

3.16.23
Date

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

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

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



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approval of 2023 Alcohol License Agreements with Uncorked on Main

AGENDA DATE: April 11, 2023

DATE PREPARED: March 30, 2023

PREPARED BY: Alisa Doyal, Main Street Manager

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: none

BUDGETED ITEM? n/a

PURPOSE: To approve the 2023 Alcohol License Agreements with Uncorked on Main and the City of Villa Rica to provide the sale of beer and wine at the West Georgia Jazz Festival, all three of the Summer Concerts, and the Gold Rush Summer Concert (5 Events).

1. West Georgia Jazz Festival – Saturday, April 29
2. Summer Concert # 1 - Saturday, June 3
3. Summer Concert #2 - Saturday, July 22
4. Summer Concert #3 – Saturday, August 5
5. Gold Rush Summer Concert - Friday, September 8

BACKGROUND: Villa Rica Main Street is entering into a new partnership with Uncorked on Main in providing beer and wine for the 2023 Events listed above. Uncorked on Main holds a Alcohol Catering with Limited Pouring License with the City.

STAFF RECOMMENDATION: Staff recommendation is to approve the 2023 Alcohol License Agreements with Uncorked on Main and the City of Villa Rica.

IMPACT: The ability to serve beer and wine at The MILL Amphitheater enhances the experience of our concerts as the community has always requested us to serve alcohol during the concerts.

MOTION: Move to approve the 2023 Alcohol License Agreements with Uncorked on Main and the City of Villa Rica to provide the sale of beer and wine at The MILL amphitheater for the events listed above.

2023 LICENSE AGREEMENT

The License Agreement (“Agreement”) made this 12th day of April by and between Uncorked on Main (the “Caterer”) and the City of Villa Rica (the “City”).

WHEREAS the City is sponsoring Summer Concert #1 to be held at The MILL amphitheater in Historic Downtown Villa Rica on Saturday, June 3; and

WHEREAS at the time of this Agreement, Caterer is one of two entities holding a caterer’s license under the City of Villa Rica Beverage Code; and

WHEREAS the City desires to license the services of the Caterer to provide exclusive alcoholic beverage service during Summer Concert #1; and

WHEREAS the parties do desire to formalize the terms under which the Caterer will provide said services;

1. The City contracts to license Caterer to provide the sale of beer and wine at the Summer Concert #1 to be held on Saturday, June 3 at The MILL amphitheater in Downtown Villa Rica, Georgia.
2. Caterer agrees to provide said services for Summer Concert #1 during a time to be agreed upon between Caterer and the City of Villa Rica Events Manager.
3. Caterer shall have the exclusive right to sell beer and wine within the confines of the event. The City shall establish the confines of the event by the placement of fence around all areas where alcoholic beverages may be purchased, possessed and consumed.
4. Caterer agrees they shall possess a current catering alcoholic beverage license authorized by the City.
5. Caterer shall provide a certificate of insurance to the City upon request which will reflect that they possess sufficient insurance coverage for the provision of its services during the event.
6. In consideration of the services to be provided by the Caterer, the Caterer shall be entitled to receive an amount equal to fifty percent (50%) of the net proceeds of all gross sales exclusive of its costs and expenses for the provision of the catering services. The costs and expenses of the catering services shall include labor expenses, cost of goods sold, and any applicable federal, state, and local taxes. The City shall receive an amount equal to fifty percent (50%) of net proceeds as consideration for licensing caterer as the exclusive provider of services for the event.

7. Caterer shall cooperate with the City in the accounting for all costs and expenses as well as the net proceeds received from the event.
8. Caterer will be responsible for the provision of any necessary set-up and clean-up for the services to be provided.
9. This License Agreement is conditioned upon the approval of Summer Concert #1 by the Mayor and Council of Villa Rica. It is further conditioned upon the approval of the Mayor and Council to authorize the sale, possession, or consumption of alcoholic beverages upon the premises of The MILL amphitheater.
10. It is specifically agreed that the Mayor and Council, the City Manager, or the Police Chief of the City or their designee retain the right to terminate the sale, possession, or consumption of alcoholic beverages at the festival or upon City property for any reason at any time.

IT IS SO AGREED on this 12th day of April, 2023.

UNCORKED ON MAIN

BY:



CITY OF VILLA RICA

BY: _____

2023 LICENSE AGREEMENT

The License Agreement (“Agreement”) made this 12th day of April by and between Uncorked on Main (the “Caterer”) and the City of Villa Rica (the “City”).

WHEREAS the City is sponsoring Summer Concert #2 to be held at The MILL amphitheater in Historic Downtown Villa Rica on Saturday, July 22; and

WHEREAS at the time of this Agreement, Caterer is one of two entities holding a caterer’s license under the City of Villa Rica Beverage Code; and

WHEREAS the City desires to license the services of the Caterer to provide exclusive alcoholic beverage service during Summer Concert #2; and

WHEREAS the parties do desire to formalize the terms under which the Caterer will provide said services;

1. The City contracts to license Caterer to provide the sale of beer and wine at the Summer Concert #2 to be held on Saturday, July 22 at The MILL amphitheater in Downtown Villa Rica, Georgia.
2. Caterer agrees to provide said services for Summer Concert #2 during a time to be agreed upon between Caterer and the Villa Rica Main Street Manager.
3. Caterer shall have the exclusive right to sell beer and wine within the confines of the event. The City shall establish the confines of the event by the placement of fence around all areas where alcoholic beverages may be purchased, possessed and consumed.
4. Caterer agrees they shall possess a current catering alcoholic beverage license authorized by the City.
5. Caterer shall provide a certificate of insurance to the City upon request which will reflect that they possess sufficient insurance coverage for the provision of its services during the event.
6. In consideration of the services to be provided by the Caterer, the Caterer shall be entitled to receive an amount equal to fifty percent (50%) of the net proceeds of all gross sales exclusive of its costs and expenses for the provision of the catering services. The costs and expenses of the catering services shall include labor expenses, cost of goods sold, and any applicable federal, state, and local taxes. The City shall receive an amount equal to fifty percent (50%) of net proceeds as consideration for licensing caterer as the exclusive provider of services for the event.

7. Caterer shall cooperate with the City in the accounting for all costs and expenses as well as the net proceeds received from the event.
8. Caterer will be responsible for the provision of any necessary set-up and clean-up for the services to be provided.
9. This License Agreement is conditioned upon the approval of Summer Concert #2 by the Mayor and Council of Villa Rica. It is further conditioned upon the approval of the Mayor and Council to authorize the sale, possession, or consumption of alcoholic beverages upon the premises of The MILL amphitheater.
10. It is specifically agreed that the Mayor and Council, the City Manager, or the Police Chief of the City or their designee retain the right to terminate the sale, possession, or consumption of alcoholic beverages at the festival or upon City property for any reason at any time.

IT IS SO AGREED on this 12th day of April, 2023.

UNCORKED ON MAIN

BY: 

CITY OF VILLA RICA

BY: _____

2023 LICENSE AGREEMENT

The License Agreement (“Agreement”) made this 12th day of April by and between Uncorked on Main (the “Caterer”) and the City of Villa Rica (the “City”).

WHEREAS the City is sponsoring Summer Concert #3 to be held at The MILL amphitheater in Historic Downtown Villa Rica on Saturday, August 5; and

WHEREAS at the time of this Agreement, Caterer is one of two entities holding a caterer’s license under the City of Villa Rica Beverage Code; and

WHEREAS the City desires to license the services of the Caterer to provide exclusive alcoholic beverage service during Summer Concert #3; and

WHEREAS the parties do desire to formalize the terms under which the Caterer will provide said services;

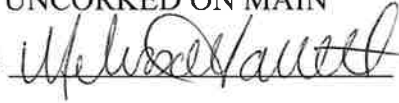
1. The City contracts to license Caterer to provide the sale of beer and wine at the Summer Concert #3 to be held on Saturday, August 5 at The MILL amphitheater in Downtown Villa Rica, Georgia.
2. Caterer agrees to provide said services for Summer Concert #3 during a time to be agreed upon between Caterer and the Villa Rica Main Street Manager.
3. Caterer shall have the exclusive right to sell beer and wine within the confines of the event. The City shall establish the confines of the event by the placement of fence around all areas where alcoholic beverages may be purchased, possessed and consumed.
4. Caterer agrees they shall possess a current catering alcoholic beverage license authorized by the City.
5. Caterer shall provide a certificate of insurance to the City upon request which will reflect that they possess sufficient insurance coverage for the provision of its services during the event.
6. In consideration of the services to be provided by the Caterer, the Caterer shall be entitled to receive an amount equal to fifty percent (50%) of the net proceeds of all gross sales exclusive of its costs and expenses for the provision of the catering services. The costs and expenses of the catering services shall include labor expenses, cost of goods sold, and any applicable federal, state, and local taxes. The City shall receive an amount equal to fifty percent (50%) of net proceeds as consideration for licensing caterer as the exclusive provider of services for the event.

7. Caterer shall cooperate with the City in the accounting for all costs and expenses as well as the net proceeds received from the event.
8. Caterer will be responsible for the provision of any necessary set-up and clean-up for the services to be provided.
9. This License Agreement is conditioned upon the approval of Summer Concert #3 by the Mayor and Council of Villa Rica. It is further conditioned upon the approval of the Mayor and Council to authorize the sale, possession, or consumption of alcoholic beverages upon the premises of The MILL amphitheater.
10. It is specifically agreed that the Mayor and Council, the City Manager, or the Police Chief of the City or their designee retain the right to terminate the sale, possession, or consumption of alcoholic beverages at the festival or upon City property for any reason at any time.

IT IS SO AGREED on this 12th day of April, 2023.

UNCORKED ON MAIN

BY:



CITY OF VILLA RICA

BY: _____

2023 LICENSE AGREEMENT

The License Agreement (“Agreement”) made this 12th day of April by and between Uncorked on Main (the “Caterer”) and the City of Villa Rica (the “City”).

WHEREAS the City is sponsoring Gold Rush Summer Concert #4 to be held at The MILL amphitheater in Historic Downtown Villa Rica on Friday, September 8; and

WHEREAS at the time of this Agreement, Caterer is one of two entities holding a caterer’s license under the City of Villa Rica Beverage Code; and

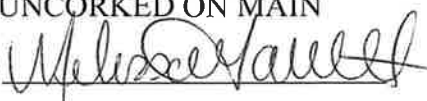
WHEREAS the City desires to license the services of the Caterer to provide exclusive alcoholic beverage service during Summer Concert #4; and

WHEREAS the parties do desire to formalize the terms under which the Caterer will provide said services;

1. The City contracts to license Caterer to provide the sale of beer and wine at the Summer Concert #4 to be held on Friday, September 8 at The MILL amphitheater in Downtown Villa Rica, Georgia.
2. Caterer agrees to provide said services for Summer Concert #4 during a time to be agreed upon between Caterer and the Villa Rica Main Street Manager.
3. Caterer shall have the exclusive right to sell beer and wine within the confines of the event. The City shall establish the confines of the event by the placement of fence around all areas where alcoholic beverages may be purchased, possessed and consumed.
4. Caterer agrees they shall possess a current catering alcoholic beverage license authorized by the City.
5. Caterer shall provide a certificate of insurance to the City upon request which will reflect that they possess sufficient insurance coverage for the provision of its services during the event.
6. In consideration of the services to be provided by the Caterer, the Caterer shall be entitled to receive an amount equal to fifty percent (50%) of the net proceeds of all gross sales exclusive of its costs and expenses for the provision of the catering services. The costs and expenses of the catering services shall include labor expenses, cost of goods sold, and any applicable federal, state, and local taxes. The City shall receive an amount equal to fifty percent (50%) of net proceeds as consideration for licensing caterer as the exclusive provider of services for the event.

7. Caterer shall cooperate with the City in the accounting for all costs and expenses as well as the net proceeds received from the event.
8. Caterer will be responsible for the provision of any necessary set-up and clean-up for the services to be provided.
9. This License Agreement is conditioned upon the approval of Summer Concert #4 by the Mayor and Council of Villa Rica. It is further conditioned upon the approval of the Mayor and Council to authorize the sale, possession, or consumption of alcoholic beverages upon the premises of The MILL amphitheater.
10. It is specifically agreed that the Mayor and Council, the City Manager, or the Police Chief of the City or their designee retain the right to terminate the sale, possession, or consumption of alcoholic beverages at the festival or upon City property for any reason at any time.

IT IS SO AGREED on this 12th day of April, 2023.

UNCORKED ON MAIN
BY: 

CITY OF VILLA RICA
BY: _____

2023 LICENSE AGREEMENT

The License Agreement (“Agreement”) made this 12th day of April by and between Uncorked on Main (the “Caterer”) and the City of Villa Rica (the “City”).

WHEREAS the City is sponsoring the West Georgia Jazz Festival to be held at The MILL amphitheater in Historic Downtown Villa Rica on Saturday, April 29; and

WHEREAS at the time of this Agreement, Caterer is one of two entities holding a caterer’s license under the City of Villa Rica Beverage Code; and

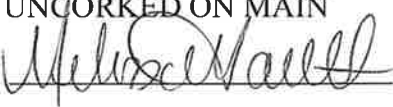
WHEREAS the City desires to license the services of the Caterer to provide exclusive alcoholic beverage service during the West Georgia Jazz Festival; and

WHEREAS the parties do desire to formalize the terms under which the Caterer will provide said services;

1. The City contracts to license Caterer to provide the sale of beer and wine at the West Georgia Jazz Festival to be held on Saturday, April 29 at The MILL amphitheater in Downtown Villa Rica, Georgia.
2. Caterer agrees to provide said services for the West Georgia Jazz Festival during a time to be agreed upon between Caterer and the Villa Rica Main Street Manager.
3. Caterer shall have the exclusive right to sell beer and wine within the confines of the event. The City shall establish the confines of the event by the placement of fence around all areas where alcoholic beverages may be purchased, possessed and consumed.
4. Caterer agrees they shall possess a current catering alcoholic beverage license authorized by the City.
5. Caterer shall provide a certificate of insurance to the City upon request which will reflect that they possess sufficient insurance coverage for the provision of its services during the event.
6. In consideration of the services to be provided by the Caterer, the Caterer shall be entitled to receive an amount equal to fifty percent (50%) of the net proceeds of all gross sales exclusive of its costs and expenses for the provision of the catering services. The costs and expenses of the catering services shall include labor expenses, cost of goods sold, and any applicable federal, state, and local taxes. The City shall receive an amount equal to fifty percent (50%) of net proceeds as consideration for licensing caterer as the exclusive provider of services for the event.

7. Caterer shall cooperate with the City in the accounting for all costs and expenses as well as the net proceeds received from the event.
8. Caterer will be responsible for the provision of any necessary set-up and clean-up for the services to be provided.
9. This License Agreement is conditioned upon the approval of the West Georgia Jazz Festival by the Mayor and Council of Villa Rica. It is further conditioned upon the approval of the Mayor and Council to authorize the sale, possession, or consumption of alcoholic beverages upon the premises of The MILL amphitheater.
10. It is specifically agreed that the Mayor and Council, the City Manager, or the Police Chief of the City or their designee retain the right to terminate the sale, possession, or consumption of alcoholic beverages at the festival or upon City property for any reason at any time.

IT IS SO AGREED on this 12th day of April, 2023.

UNCORKED ON MAIN
BY: 

CITY OF VILLA RICA
BY: _____



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Special Event at Prospector's Park – Hixtown Brewery

AGENDA DATE: April 11, 2023

DATE PREPARED: April 5, 2023

PREPARED BY: Alisa Doyal, Main Street Manager

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: none

BUDGETED ITEM? n/a

PURPOSE: Brian Britt, owner of Hixtown Brewery, has requested the use of Prospector's Park for Hixtown's 4th Anniversary Celebration on Saturday, April 29 from 1-7 pm. There will be a band playing from 2-6 pm. Brian is only requesting the use of the park.

BACKGROUND: Hixtown Brewery is owned and operated by Brian Britt. The business opened at 407 Main Street four years ago. Hixtown holds a Nano Brewery Pouring License. He is current on both alcohol and occupational permits. The park is located at the corner of Main Street and North Avenue across from Hixtown and is owned by the City of Villa Rica.

STAFF RECOMMENDATION: Staff recommendation is the approval of the use of Prospector's Park for Hixtown's 4th Anniversary Celebration on Saturday, April 29 from 1-7 pm.

IMPACT: None

MOTION: Move to approve the use of Prospector's Park by Hixtown Brewery on Saturday, April 29 from 1-7 pm for their 4th Anniversary Celebration conditioned uponj its compliance with all City policies...(Road must be closed; 1 City policeman @ \$45.00 per hour.).



City of Villa Rica

SPECIAL EVENT PERMIT APPLICATION

Special Event Title: HIXTOWN 4TH ANNIVERSARY
Company: HIXTOWN BREWING CO
Company Address: 407 MAIN ST VILLA RICA, GA 30180
Phone: 770-883-6188 Fax: _____
Location/Site Master: 407 MAIN AND PROSPECTOR PARK
Cell: 770-883-6188 Email: BBRITT67@YANOW.COM
Location/Site Master: _____
Cell: _____ Email: _____

TYPE OF PROJECT

☐ Fair	☐ Tour
☐ Grand Opening Celebration	☐ Race
☐ Parade	☐ March
☐ Rally	☐ Assembly
☐ Festival	☒ Concert
☐ Holiday Celebration	☐ Bicycle/Run
☐ Block Party	☐ Other: _____

Description of Project: 1 BAND PLAYING FROM 2:00 - 6:00 PM, SATURDAY, APRIL 29

Location of Project: PROSPECTOR PARK

☐ Commercial Location ☐ Residential Location ☒ City Park ☐ Other

NOTE: If your Special Event occurs at a residential location and contains any of the two listed items below, a meeting with the City Manager is required and a minimum of one week in advance before your application can be accepted and processed:



Case # _____

SPECIAL EVENT REVIEW APPLICATION

1. Full and/or Partial Lane and Street Closures
2. Requested Variances to any City of Villa Rica Ordinance

Contact Name to Schedule the Meeting: _____

Phone: _____ **Fax:** _____

Email: _____

Names of Attendees to Attend the Meeting: _____

List any Alteration of Vegetation or Building Modifications that Could Remain Permanent After the Completion of the Project: _____

NONE

Number of Tents: 0 **Square Footage of Each Tent:** _____

List Tent Locations: _____

Will Portable Restrooms (Porta Potties) be Utilized? _____ Yes ☒ No

If Yes, Please List Placement and Locations: _____

SPECIAL EVENT PREP

DATES		HOURS	
From: <u>29 APR</u>	To: <u>29 APR</u>	From: <u>1</u>	To: <u>5</u> A.M./P.M.
From: _____	To: _____	From: _____	To: _____ A.M./P.M.
From: _____	To: _____	From: _____	To: _____ A.M./P.M.
From: _____	To: _____	From: _____	To: _____ A.M./P.M.
From: _____	To: _____	From: _____	To: _____ A.M./P.M.
From: _____	To: _____	From: _____	To: _____ A.M./P.M.



Case # _____

SPECIAL EVENT REVIEW APPLICATION

Describe Preparation Activity: BAND SETUP 1:00 - 2:00 pm
CLEAN up 6:00 - 7:00 pm

SPECIAL EVENT

DATES		HOURS	
From: _____	To: _____	From: _____	A.M./P.M. To: _____ A.M./P.M.
From: _____	To: _____	From: _____	A.M./P.M. To: _____ A.M./P.M.
From: _____	To: _____	From: _____	A.M./P.M. To: _____ A.M./P.M.
From: _____	To: _____	From: _____	A.M./P.M. To: _____ A.M./P.M.
From: _____	To: _____	From: _____	A.M./P.M. To: _____ A.M./P.M.
From: _____	To: _____	From: _____	A.M./P.M. To: _____ A.M./P.M.

Describe Special Event Activity: _____

CLEAN-UP/CLOSE OUT

DATES		HOURS	
From: _____	To: _____	From: _____	A.M./P.M. To: _____ A.M./P.M.
From: _____	To: _____	From: _____	A.M./P.M. To: _____ A.M./P.M.
From: _____	To: _____	From: _____	A.M./P.M. To: _____ A.M./P.M.
From: _____	To: _____	From: _____	A.M./P.M. To: _____ A.M./P.M.
From: _____	To: _____	From: _____	A.M./P.M. To: _____ A.M./P.M.
From: _____	To: _____	From: _____	A.M./P.M. To: _____ A.M./P.M.

Describe Clean Up/Close Out Activity: _____

NOTE: The following three items must be provided when applicable:

1. Site Plan – Showing Special Event Location
2. Proof of permission from Property Owner for use of the Special Event Location
3. Notification of neighbors and businesses affected by the Special Event Location



Case # _____

SPECIAL EVENT REVIEW APPLICATION

USES: *(Please Check Applicable)*

_____ Street Closure

_____ Lane Closure

_____ Other: _____

If any of the above are checked, please give a detailed description, including dates and times: _____

SERVICES REQUIRED: *(Please Check Applicable)*

_____ City Police

_____ City Parks

_____ Fire Department

_____ Sanitation

_____ Transportation

_____ Other: _____

NOTE: The City of Villa Rica Shall Be Utilized if Available

If any of the above are checked, please give a detailed description, including dates and times: _____



Case # _____

SPECIAL EVENT REVIEW APPLICATION

ELEMENTS AND SPECIAL EFFECTS OR STUNTS *(Please Check Applicable)*

_____ Generator(s)
_____ Special Lighting/Lighting Cranes
_____ Music Playback
_____ Smoke/Fire/Other Pyro
_____ Vehicles
_____ Animals
_____ Other: _____

If any of the above are checked, please give a detailed description, including dates and times: _____

Please List Any Special Requests Not Already Covered: _____

NOTE: The City reserves the right to deny any Special Event Permit that is not within the best interest(s) of the City and its Residents. No Special Event Permit shall be issued more than once per quarter at any one residential location and shall be no more than fourteen (14) consecutive days in duration, unless otherwise previously requested and approved by the City Manager.



Case # _____

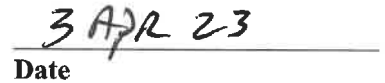
SPECIAL EVENT REVIEW APPLICATION

HOLDS HARMLESS AGREEMENT

The applicant agrees to indemnify the City of Villa Rica and to be solely and absolutely liable upon any and all claims, suites and judgements against the City and/or the application for personal injuries and property damages arising out of or occurring during the activities of the applicant, his/her (its) employees or otherwise. The applicant further agrees to comply with all pertinent provisions of Georgia laws, rules and regulations. This permit may be revoked at any time.



Applicant Signature



Date

Permit Fee: \$100.00/Day

\$500.00 Sanitation Bond Required if Filming Occurs in a City Owned Park or Facility

CITY OF VILLA RICA
571 W BANKHEAD HWY
VILLA RICA GA 30180 770-459-7000

Receipt No: 41.004066 Apr 3, 2023

Hixtown Brewing LLC

Previous Balance: .00

COMMUNITY DEVELOPMENT

Hixtown 4th Anniversary 100.00

Celebration at Prospector
Park

100-323100

Permits and Inspections

Total: 100.00

CHECK

Check No: 1235 100.00

Payor:

Hixtown Brewing LLC

Total Applied: 100.00

Change Tendered: .00

04/03/2023 11:19 AM



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Replace Microsoft Surfaces with Apple iPads

AGENDA DATE: April 11th, 2023

DATE PREPARED: March 28th, 2022

PREPARED BY: Jim Chambers

AMOUNT: \$7745.88 (one-time purchase), \$227.94 (monthly)

GL ACCOUNT #: 100-1110-531600 (one-time purchase), 100-1110-523210 (monthly)

FUNDING SOURCE: Contingency

BUDGETED ITEM? No

PURPOSE: To replace the Council's Microsoft Surfaces with Apple iPads.

BACKGROUND: Currently, the Mayor and Council use Microsoft Surfaces to access their City email, meeting agendas and related documents, etc. The Surfaces were purchased in 2017. Apple iPads provide a cleaner easier to view resolution than the Surfaces. This will create a more user-friendly environment for agendas and email.

\$1199.99 per iPad

\$7199.94 total for 6 iPads

\$545.94 for otter box cases (optional if you want to pick out your own)

\$7745.88 total for iPads and cases

\$37.99 a month per device or \$227.94 a month for all 6.

STAFF RECOMMENDATION: Approval.

MOTION: I move to replace the Microsoft Surfaces with Apple iPads for \$7745.88, including cases, and an additional \$227.94 per month for connectivity.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Recreation Fee Schedule Update

AGENDA DATE: April 11, 2023

DATE PREPARED: March 29, 2023

PREPARED BY: Tracie Ivey, Recreation Director

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: The Parks, Recreation, and Leisure Services department seeks to update the Recreation Fee Structure, effective May 1, 2023

BACKGROUND: The fees for the Recreation department were last updated by City Council in October 2019. The consideration for any adjustment comes from comparing fees for surrounding communities, and includes adding fees for services that are not currently being charged for.

STAFF RECOMMENDATION: Staff recommends approval of the presented fee schedule.

IMPACT: Fees to offset the costs for maintenance, staffing and improvements will be collected and will also bring us up to date with a competitive and comparable fee structure.

MOTION: I move to approve a new parks and recreation fee schedule to become effective May 1, 2023.

**Villa Rica Parks Recreation
Fee Schedule**

Facility Type	Location	Rental Rate/Type	Deposit Required?	On-Site Staff Required?
Athletic Field	Gold Dust Park/V-Plex	\$150/day/field	Yes, \$100.00	Approval of Director (\$20/hour)
		\$25/hour/field (no lights)	No	
	Powell Park	\$40/hour/field (lights)	No	
		\$25/hour (NO LIGHTS)	No	
Gymnasium	Gold Dust Park	\$150/day/court	Yes, \$100.00	Approval of Director (\$20/hour)
		\$30/hour/court	No	
Pavilion	Gold Dust Park/V-Plex	Current First 4 hours free or \$50/day	No	No
	2 at Gold Dust; 1 V-Plex			
Splash Pad pavilion not available to rent during operating hours		Proposed \$15/hour, min. 2 hours	No	No
Splash Pad Daily Admission		Current Daily Admission No fee schedule	N/A	N/A
		Proposed \$2.00 per person/session		
Splash Pad Rentals		Current Rental Fee No fee schedule		
		Proposed Rental Fee \$150/2 hours	Yes, \$100.00	Approval of Director (\$20/hour)
Large Meeting Rooms	Powell Park	235 cap./\$150/day; /\$30/hr (4 hrs)	Yes, \$100	No
	Civic Center (V-Plex)	300 cap./\$300/day	Yes, \$200	No
Concession Stands	Gold Dust Park	\$50/day	Yes, \$100	Approval of Director (\$20/hour)
	Civic Center (V-Plex)	\$100/day	Yes, \$100	Approval of Director (\$20/hour)

**Villa Rica Parks Recreation
Fee Schedule**

Comparisons		Fee Structure		
Athletic Field (Temple)	\$150/day; \$20/hr.			
Gymnasium	\$150/day; \$25/hr.			
Pavilion	\$10/hr; \$75/day			
Meeting Rooms	\$30/hr.			
Concession Stand	\$150/day			
Sports	\$80 except 4U is \$50			
Athletic Field (Carroll Co)	With lights \$35/hr	Without lights \$25/hr.	Supervisor \$15/hr.	Complex \$200/day/field
Gymnasium	\$250/day/court	\$35/hr./court		
Pavilion	\$10/hr or \$70/8 hours			
Meeting Rooms	N/A			
Concession Stand	N/A			
Sports	\$60 Soccer/Spring Ball			
Athletic Field (Carrollton)	With lights \$20/hr.	Without lights \$10/hr.		Complex \$520/day 4 field hub.
Gymnasium	\$175/day/court			\$20 per field lining each time.
Pavilion	\$15/hr.			
Meeting Rooms	Cap. 225 \$400 4hrs. \$500 8 hrs.	Cap. 200 \$500 4hrs. \$875/8 hrs.		
Concession Stand	N/A			
Sports	Ranges from \$60-\$100 based on age			
Athletic Field (Douglasville)	Not Revealed			
Gymnasium	Not Revealed			
Pavilion	Not Revealed			
Meeting Rooms	Not Revealed			
Concession Stand	Not Revealed			
Sports	Diamond Sports range from \$80 - \$145	Football & Cheer \$225/\$250	Basketball \$70-\$95	

City of Villa Rica Parks, Recreation, & Leisure Services

Splash Pad General Information

Hours of Operation

- Weather permitting, the Splash Pad will be operational from Memorial Day through Labor Day.
- The Splash Pad is open daily, except for Mondays. On Mondays, the facility is closed for routine maintenance and for group rentals.
- Hours vary depending on the designated schedule set forth by the City of Villa Rica.

Occupancy load is 50 people within the Splash Pad area

Admission

- **Session Admission:** \$2 per Villa Rica Resident; children under 2 are free. Daily admission must be done via Community Pass prior to entry (insert link or use square for payment)
- **Only major credit/debit cards are accepted**

Schedule of Operation

The schedule of operation will be as follows:

Monday: Splash Pad Closed for Daily Admission. Available for Group Rentals and Villa Rica Recreation Programs. All group rentals must be reserved for and prepaid in advance. The occupancy maximums will be adhered to.

MAINTENANCE PERFORMED 8AM-12PM ON MONDAYS

Times: Session 1 12:00 PM - 1:30 PM

Session 2 2:00 PM - 3:30 PM

Session 3 4:00 PM - 5:30 PM

Tuesday thru Friday: Based on occupancy

Times: Session 1 10:00 AM - 11:00 AM Seniors 55 & Older

Session 2 11:00 AM – 12:30 PM

Staff Break

Session 3 1:00 PM - 2:30 PM

Session 4 2:45 PM - 4:15 PM

Session 5 4:30 PM - 6:00 PM

Tuesday & Thursday: Based on occupancy

Times: *Session 6* 7:00 PM - 8:30 PM

Friday: Group Rentals

Times: *Session 6* 6:30 PM - 8:30 PM

Saturday: Based on occupancy

Times: *Session 1* 9:30 AM – 11:00 AM

Session 2 11:15 AM – 12:45 PM

Staff Break

Session 3 1:00 PM – 2:30 PM

Session 4 2:45 PM – 4:15 PM

Session 5 4:30 PM -6:00 PM

Saturday: Group Rentals

Times: *Session 6* 6:30 PM - 8:30 PM

Sunday: Based on occupancy

Session 1 1 PM – 2:30 PM

Session 2 2:45 PM – 4:15 PM

Session 3 4:30 PM -6:00 PM

Sunday: Group Rentals

Session 4 6:30 PM - 8:30 PM

General Information

- All persons using the Splash Pad do so at their own risk
- Children under 12 years old MUST be supervised by someone 18 years of age or older.
- Visitors wishing to leave and return (on the same session & day) will be readmitted with a wristband or stamp, dependent on occupancy limits. Management reserves the right to establish time limits on daily admissions if needed.
- The water is chlorinated and recirculated through a filtration system.
- Private rentals of the facility will be available on Monday, Thursday, Friday, and Saturday. The occupancy for private rentals will be 50 (pad deck limits)
- Strollers, play pens, and car seats cannot be in the spray area and must be parked or placed outside the splash area.

Tickets

- There will be no cash exchanged at the Splash Pad Entry Gate. Admission is gained by pre-paying for entry. This can be done via Community Pass. Once an admission space has been purchased, a receipt will be scanned at the Splash Pad Entry by Splash Pad Attendant.

Swim Diapers

- All children under the age of 3 years (or older children requiring them) must wear a swim diaper AND a vinyl cover. Swims diapers are required upon entry and must be shown to the attendant. This is for the safety of our patrons and to avoid fecal contaminants and shutdowns. Please help keep the Splash Pad open (a biological incident can close the pad operation for up to 4 hours).

NO Toys

- No toys will be permitted in the pad area. Toys such as water guns, balls, buckets, etc...are a trip hazard, can break and get into the pipes and filtration system, and can cause cuts. **NO EXCEPTIONS FOR THIS RULE.**

Food

- All food, coolers, and drinks are to be kept on the hard scape surface of the pavilion area or in the adjacent grassy area. No food shall be near the water to prevent chemical imbalance and filter clogs.
- Coolers of any kind are not allowed in the pavilion area during paid rentals.
- Staff reserves the right to check bags for food brought into the pad area.
- **NO EXCEPTIONS FOR THIS RULE**

Updated 1/3/2023



City of Villa Rica Parks, Recreation, and Leisure Services
Private Facility Rentals
The Gold Dust Park Splash Pad and Pavilion

Pad and Pavilion Rentals and Private Parties

Rentals are available during the regular operating season which is determined annually.
Rentals are available to reserve by contacting the Recreation Department.

Private Rental Schedule

Fridays: 6:30-8:30pm

Saturdays: 6:30-8:30pm

Sundays: 6:30-8:30pm

- \$150 Rental fee: includes a minimum of 2 hours rental time and up to 50 Splash Pad admissions for rental period.
- \$100 Deposit and 50% of the rental fee is due at time of reservation. \$50 balance due two weeks prior to reservation date.
- All rental fees must be paid in advance.

Cancellations

- Should the renter desire to cancel the use of the pad and/or pavilion as outlined in the agreement, the following penalties shall be assessed: Cancellations must be outside the 7 days or there will be a loss of deposit. Rescheduling is possible only if there is a designated rental time slot available.
- If there is inclement weather the day of the rental or forecasted (thunderstorms, etc.) renter will be able to cancel their rental without penalty no less than 2 hours prior to the start time of the event, with the option to reschedule or receive a departmental credit for the amount paid.
- If the splash pad closes for cleaning and equipment maintenance due to fecal defecation incident response, sickness or any other unforeseen circumstance, the party may stay in the pavilion and finish the party and free passes will be given out to members of the party good for one entry another day. The passes must be used during the current season, and the pass holder must let the recreation department know the date and session that are attending.
- The owner reserves the right to cancel this agreement without cause provided reasonable written notice is given to the renter. Money paid on account of renter allocable to any time or event during which the renter does not have the use of the premises by cancellation shall be refunded to the renter within a reasonable time. It is expressly agreed that in the event of the



cancellation of the agreement, renter shall have no claim of any character against owner by reason of such cancellation.

Rules, Regulations, and Policies for Pavilion Rental including Splash Pad

- 1. No grills or cooking devices allowed. Food and drink are allowed with Splash Pad Pavilion rentals, including catering or delivery.**
- 2. Persons are not allowed to possess or consume alcoholic beverages on the premises.**
- 3. Smoking and Vaping is prohibited in the fenced pad area.**
- 4. No inflatables are allowed with the Splash Pad and Pavilion rentals.**
- 5. Amplified music is prohibited.**
- 6. This agreement does not cover any space or accommodation other than those heretofore set forth inside the Splash Pad and/or Pavilion and specifically does not include any parking spaces either adjacent to or near the facility.**
- 7. Renter agrees to abide by all rules posted at the splash pad and is responsible for all persons in their rental group to abide by the same posted rules including no food, glass, appropriate clothing attire, swim diapers, etc.**
- 8. No portion of the splash pad and/or pavilion shall be leased or let-out by renter, herein specified, and splash pad shall be used by the renter for any purpose whatsoever except as specifically set out herein.**
- 9. Nothing contained in the lease shall be construed to prohibit the Department of Parks, Recreation, and Leisure Services, or any department of the City of Villa Rica, Carroll County, or State of Georgia, its agents or employees from entering the leased premises for purposes of discharging their lawful duties.**
- 10. The sidewalks, passageways, and entrance/exit gates shall not be obstructed by renters or any other person.**
- 11. No person shall be permitted to bring into the splash pad or keep therein any equipment, furnishings, furniture, or any other items of such nature.**
- 12. No tape, nails, tacks, staples, brads, or other things shall be affixed to or driven into any portion of pavilion and no changes, alterations, repairs, painting, staining, or the doing of anything that will change the appearance of contours of pavilion will be permitted.**
- 13. Balloons are not permitted in the pavilion or splash pad area.**
- 14. Tablecloths can be used if they are taped or attached with tape. Method to secure tablecloth to table must be easily removable and not permanent. We recommend large binder clips.**
- 15. The renter shall be liable for all damages, caused through its own act or the acts of anyone visiting the splash pad and pavilion upon the invitation of renter caused to the splash pad and pavilion or any portion thereof or to persons or property for which the city is held liable.**



- 16.** Owner reserves the right through its officers or agents to eject any objectionable party/parties from splash pad and pavilion and upon exercise of the authority through any of its employees, agents, or policemen. Renter hereby waives all claims for damages against the City of Villa Rica.
- 17.** The renter hereby releases the City of Villa Rica from all damages to persons or property during its use of splash pad and pavilion. Renter agrees to indemnify and pay to the City of Villa Rica for any damages to its property resulting from the use of splash pad and pavilion by renter. Renter also agrees to indemnify and hold harmless the City against all claims which may be made against the City for property damage or personal injuries sustained by any person including the renter which may result from the use of splash pad and pavilion by renter. The indemnification herein agreed to by the renter shall include indemnification for negligent acts of the City or any of its agents or employees.
- 18.** Renter accepts the splash pad and pavilion in good order and repair and agrees to return it to the City in the same condition.
- 19.** This agreement does not cover any space or accommodation other than those heretofore set forth either inside or outside of said splash pad and pavilion and specifically does not include any parking space either adjacent to or near the building.
- 20.** No gasoline, explosives, oils, or other artificial lights shall be permitted in the pavilion and no electricity will be permitted to be used therein, except from the present outlets.
- 21.** Owner reserves the right, without notice, to cancel this lease at any-time whatsoever, if, in the determination of Owner, cancellation is necessary to protect the health, welfare, and morality, or safety of the public, or if the premises are used for any purpose other than that specified in this lease, or if renter's use constitutes a nuisance or in any other way in violation of the laws or ordinances of the City of Villa Rica or the State of Georgia, or the facilities and premises would be adversely affected by renter's use, such adverse use not being contemplated upon the execution of the lease; provided, however, that Owner shall make every reasonable effort to give renter prior notice on any such cancellation. In the event of cancellation by the owner, money paid on the account of renter allocable to any time or event during or for which renter does not have the use to the premises by cancellation shall be refunded to renter within a reasonable time. It is expressly agreed that in the event of a cancellation of the agreement, renter shall have no claim of any character against owner by reason of such cancellation.
- 22.** The owner reserves the right to cancel this agreement without cause provided sixty days written notice is given to the renter. Money paid on account of the renter allocable to any time or event during or which renter does not have the use of the premises by cancellation shall be refunded to renter within a reasonable time. It is expressly agreed that in the event of a cancellation of the agreement, renter shall have no claim of any character against owner by reason of such cancellation.
- 23.** Renter agrees to provide the proper amounts of chaperones as requested by the owner for any use by youth groups, schools, camps, or any other organizations bringing children.



24. Should the renter desire to cancel the use of the splash pad and/or pavilion as outlined in this agreement, the following penalties shall be assessed: Cancellations must be outside of 7 days or there will be a loss of deposit. There is an option to reschedule the event 1 time instead of losing deposit.
25. The splash pad and pavilion may not be used for commercial purposes in which profit may be derived by an individual, group, or business.
26. **In case of emergency – Please dial 911.**





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Mobile Covered Stage – July 3rd Fireworks Show Event
AGENDA DATE: April 11, 2023

DATE PREPARED: March 29, 2023
PREPARED BY: Tracie Ivey, Recreation Director

AMOUNT: \$4,185.00
GL ACCOUNT #: 100-6130-523880
FUNDING SOURCE: Recreation Programs/ Special Events Budget
BUDGETED ITEM? Yes

PURPOSE: The Parks, Recreation & Leisure Services Department is requesting approval of a vendor to provide the mobile stage for the 2023 July 3rd Fireworks entertainment.

BACKGROUND: The department holds an annual concert as part of the July 3rd Fireworks event. The Department made an invitation to bid available for its mobile stage. The department accepted bids through Monday, March 27 at 2:00 pm. The department is seeking to hire RCS Productions to provide the mobile stage. The service agreement for the mobile stage is attached.

The city received three bids.

STAFF RECOMMENDATION: Staff recommend approving RCS Productions to provide the mobile stage for the 2023 July 3rd Fireworks on Monday, July 3rd at the Villa Rica Civic Center and Sports Complex in the amount of \$4,185.00. The selection for RCS Productions is based on the magnitude of the event, the history of success with the vendor, and to ensure a seamless and coordinated delivery of sound/lighting/staging for the event.

IMPACT: The mobile stage is integral to the success of the entertainment being provided for the annual July 3rd Fireworks event.

MOTION: I move to approve RCS Productions to provide the Mobile Covered Stage for the 2023 July 3rd Fireworks on Monday, July 3rd at the Villa Rica Civic Center and Sports Complex in the amount of \$4,185.00

MANDATORY BID SUBMITTAL FORM

BID NUMBER: Q23-002PR | July 3rd Mobile Covered Stage
City of Villa Rica Parks, Recreation & Leisure Services

Company Name: Brady Pro Sound and Stage

Street Address: 917 Poole Bridge RD

City/State/ZIP code: Hiram/GE/30141

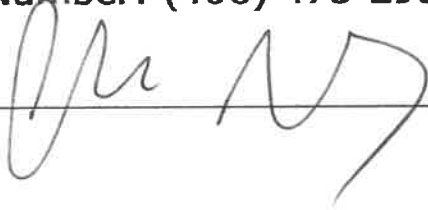
Primary Contact: Chris Brady

E-mail Address: bradyprosound@aol.com

Phone Number: (406) 475-2952

Cell Phone Number: (406) 475-2952

Signature: _____



Date: _____

3-14-23

REFERENCES

Reference No. 1 of 3

Company Name: Dallas Markets

Street Address: 38 West Memorial Drive, Dallas GA 30141

Primary Contact: Andrew Rodriguez

E-mail Address: andrewr@thedallasmarkets.com

Cell Phone Number: (678) 571- 0247

Reference No. 2 of 3

Company Name: Southeast Elite Entertainment

Primary Contact: David McPherson

E-mail Address: david@southeasteliteentertainment.com

Phone Number: 678-656-5092

Cell Phone Number: (678) 656-5092

Reference No. 3 of 3

Company Name: Atlanta Event Solutions

Primary Contact: Jeffrey Wright

E-mail Address: jeffreypwright@gmail.com,
atlantaeventsolutions@gmail.com

Cell Phone Number: 678-876-6566

BID NUMBER: Q23-002PR | July 3rd Mobile Covered Stage
City of Villa Rica Parks, Recreation & Leisure Services

Quote 3142023-001

To: Villa Rica Parks, Recreation & Leisure Services Department
Attn: Administrative Office, Gold Dust Park
Reference: Q23-002PR
646 Industrial Blvd
Villa Rica, GA 30180

From: Chris Brady
Brady Pro Sound & Stage
917 Poole Bridge Road
Hiram, GA 30141
406-475-2952
bradyprosound@aol.com

3/6/22

The following is a quote for a covered stage by the City of Villa Rica's Parks, Recreation & Leisure Services Department for the 17th Annual Fireworks Display Extravaganza **on Monday, July 3, 2023** from 5:00 pm – until the fireworks end at the Villa Rica Civic Center & Sports Complex located at 1605 Highway 61 in Villa Rica. The quote includes the setup and operation of the stage, operation during event and then the tear down and removal of equipment.



QUOTE for event: \$1850.00

The core system is made of:

- Century Industries FR4324 mobile stage
 - This is a 24ft X 16ft mobile stage with all portions of stage covered.
 - PE Certification available upon request
 - Includes wind walls, skirt, stairs.
 - 8ft X 8ft Sound Wing
 - Banner Marquee
 - See picture below for banner measurements.
 - Ensure banners have grommets around edges
 - Recommend Mesh Material for side banners.

**BID NUMBER: Q23-002PR | July 3rd Mobile Covered Stage
City of Villa Rica Parks, Recreation & Leisure Services**

The quote is for this specific event and does not apply to any other event, date, or venue.
Please keep this quote confidential.



About Chris Brady:

Chris has been a sound engineer since the late seventies and continued it through his service in the military with USO and afterwards. Chris also graduated from Recording Connection as a Sound Engineer and has run several successful sound companies, with stages, and has worked in Major Label recording studios as an engineer. Chris is now retired and does stage, sound, and lights for the love of craft and of music, and live performances. Chris has a BS degree in Business Management and a MS Degree in Health and Safety and Environmental Management. He is a Professionally Certified Safety Professional.

Chris Brady
Brady Pro Sound
406-475-2952
bradyprosound@aol.com
www.bradyprosound.net



Paulding County Occupational Tax Certificate

Business Location

917 POOLE BRIDGE RD

This license is to be displayed conspicuously at the business location and is not transferable or assignable.
Written notification is required if business is closed.

THIS LICENSE IS PURSUANT TO THE PROVISIONS OF THE CODE OF PAULDING COUNTY, GEORGIA AND AMENDMENTS THERETO.

Authorized Signature

Heather Baller

BRADY PRO SOUND AND STAGE
BRADY, PENN/BRADY, CHRIS
917 POOLE BRIDGE RD
HIRAM, GA 30141

Expiration Date

12/31/2023

License Number

21919

Business Type

ENTERTAINMENT
EQUIPMENT RENTAL

NAICS Code

532289

Paulding County Community Development

Occupational Tax Division

240 Constitution Blvd., 2nd Floor
Dallas, GA 30132

This Production Agreement ("Agreement") is entered into by and between Brady Pro Sound and Stage, referred to herein as Company and City of Villa Rica Recreation & Leisure Services Department referred to herein as Customer.

1. PROJECT DESCRIPTION: City of Villa Rica Parks, Recreation & Leisure Services Department – Mobile Covered Stage

Job Name: Quote for sound and light services

Job Date(s): July 3rd

Job Location(s): the Villa Rica Civic Center & Sports Complex located at 1605 Highway 61 in Villa Rica

Load In Date: Morning of July 3rd

Load Out Date: After event is over on July 3rd

Description: Requirements found in Proposal Number Q23-001PR from City of Villa Rica

The above description is collectively referred to in this Agreement as "Event."

2. BASIC REQUIREMENTS: In order for Company's services to be provided the following must be provided at no cost to Company:

1. Direct truck access to loading entrance at time of load in and load out.
2. Parking for one Company vehicles(s) for duration of event.
3. Adequate electrical service for all production equipment onsite. Power requirements are as follows:
Certified electrician to make and break connection provided by Customer. Company's technicians are not licensed, nor are they permitted to do this work.
4. A professional security force. Customer is responsible for all equipment onsite from loss, theft, or damage and for injury to Company's crew members due to lack of security or lapses in said security.
6. A clear, secure area for Company control. Exact position TBD.
7. An authorized representative of Customer onsite at during load in to oversee positioning of structure(s).
8. Customer must have a duly authorized representative of Customer at Job Location(s) at all times during Load In Date and Load Out Date.
9. Customer media available at time of load in to test.
10. All technical riders, stage plots and room or site plans and show schedule available at least 1 week prior to load in for review by Company.
11. Onsite restroom facilities for Company's crew from beginning of load in through the end of load out.
12. Work light for after hours services.
13. All local permits, licenses, or government fees and taxes associated with the Event.

Company will not absorb any electrical, union, rigging, access, or other charges from venue(s). Labor hours outlined in Company's paperwork are estimates only based on information provided by Customer as of the date the paperwork was created. Any additional hours of labor required will be charged at prevailing rates.

3. EQUIPMENT AND LABOR: Company shall provide to Customer the property, equipment, stages and vehicles (which property, equipment, stages and vehicles, together, are referred to in this document as "Property"), labor and services (which Property, labor and services, together are referred to in this document as "Production Services") as set forth in the production documents attached to this Agreement, which is incorporated herein by reference and made a material part hereof.

4. PAYMENT: Customer shall pay to Company the grand total ("Contract Price") as set forth in the Agreement, plus all applicable federal, state, and local taxes (including but not limited to sales taxes), charges and fees with respect to the Production Services. Unless otherwise provided herein, at the time of execution of the Agreement, Customer shall remit to Company initial deposit of the Contract Price ("Deposit") as stipulated in quote and provide written evidence in proper form of any exemption from federal, state and local taxes, if applicable. The remaining balance of the Contract Price ("Remaining Balance") shall be due and payable prior to the company entering the Job Location(s) on the Load In Date. If the Remaining Balance is not paid by the Load In Date, Customer shall be in Default (as defined below) of the Agreement.

5. **CANCELLATION/CHANGE ORDERS.** Customer may cancel the Production Services by providing written notice to the Company with return receipt ("Cancellation"). If Cancellation is more than ten (10) calendar days prior to the Load In Date, then Customer shall only be required to pay Company the Deposit. If Cancellation is ten (10) calendar days or less from the Load In Date, then Customer shall remain obligated to pay the full Contract Price. Any change or modification to the Agreement must be in writing and agreed to by both an authorized representative of Customer and Company in order to be binding ("Change Orders"). The Contract Price shall be adjusted to reflect the Change Orders.

6. **OWNERSHIP/USE OF PROPERTY:** The Property delivered to the Job Location(s) by Company is, and shall at all times be and remain, the sole and exclusive Property of Company; and the Customer shall have no right, title or interest therein or thereto. Customer shall have the right to operate the equipment in accordance with the manufacturer's instructions and pursuant to the terms of this Agreement. Customer shall make no alterations, changes, or modifications to the Property, including but not limited to defacing, removing, or covering any nameplates on the Property showing Company's name and identification of ownership or that of the manufacturer, without having obtained the prior written authorization of Company. If Property is removed, stolen or damaged by Customer's attendees, guests, employees, performers, or other persons, then Customer shall be in Default and shall be liable for the cost of repairing or replacing the Property in Company's sole discretion.

7. **PROTECTION OF PROPERTY:** The risk of loss of the Property shall pass from Company to Customer upon delivery of the Property to the Job Location(s) on the Load In Date and continue through the Load Out Date. Customer shall be required to obtain and maintain, at Customer's sole cost and expense, a proper security force ("Security") to ensure protection and security of all Property from loss, theft and/or damage and Company's crew from bodily injury. If Customer fails to procure proper Security, then Company shall have the option, but not the obligation, to hire its own Security at Customer's sole cost and expense.

Customer hereby assumes and shall bear the entire risk of loss and damage to the Property from any and every cause whatsoever except for any damage to the Property caused by Company's crew.

8. **INDEMNIFICATION AND INSURANCE PROVIDED BY CUSTOMER:** Customer agrees to defend, indemnify, and hold Company, its parent, subsidiary and affiliated companies and their owners, officers, and employees harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses and compensation whatsoever including court costs and reasonable attorney fees ("Claims"), in any way arising from, or in connection with, the Event irrespective of the cause of the Claim except as the result of Company's gross negligence or willful misconduct.

Customer shall obtain and maintain, at its own expense, the following insurance policies:

Commercial general liability insurance coverage that includes coverage for independent contractors and contractual liability coverage specifically referring to this Agreement and to the hold harmless agreement herein. Said insurance shall include Company as an Additional Insured and provide that said insurance is primary coverage with respect to all insureds, the limits of which must be exhausted before any obligation arises under Company's insurance. Such insurance shall remain in effect during the course of the Agreement, and shall include the following coverages: bodily injury, property damage, broad form contractual liability, personal injury liability, completed operations, and products liability. Such insurance shall have provided general aggregate limits of not less than \$2,000,000 (including the coverages specified above), personal injury, and advertising injury of not less than \$1,000,000, and per occurrence limits of no less than \$1,000,000.

Worker's compensation insurance during the course of the Agreement as required by applicable law and employer's liability insurance with minimum limits of \$1,000,000.

Business motor vehicle liability insurance including coverage for hired and non-owned vehicles, including utility vehicles such as trailers. Company shall be included as an additional insured with respect to the liability coverage. The policy shall also include coverage for pollution, if caused by accident, caused by any vehicles. Such insurance shall provide not less than \$1,000,000 in combined single limits liability coverage and shall provide that said insurance is primary coverage with respect to all insureds, the limits of which must be exhausted before any obligation arises under Company's insurance.

All insurance maintained by Customer pursuant to the foregoing provisions shall contain a waiver of subrogation rights in respect of any liability imposed by this Agreement on Customer as against Company. Notwithstanding anything to the contrary contained in this Agreement, the fact that a loss may not be covered by insurance provided by Customer under this Agreement or, if covered, is subject to deductibles, retentions, conditions or limitations shall not affect Customer's liability for any loss. Should Customer fail to procure or pay the cost of maintaining in force the insurance specified herein, or to provide Company with satisfactory evidence of the insurance, Company may, but shall not be obliged to, procure the insurance and Customer shall reimburse Company on demand for its costs. Lapse or cancellation of the required insurance shall be deemed to be an immediate and automatic default of this Agreement. Company and Company's insurance company shall provide Customer with not less than 30 days written notice prior to the effective date of any cancellation or material change to any insurance maintained by Customer pursuant to the foregoing provisions. Before the Load In Date, Customer shall provide to Company Certificates of Insurance confirming the coverages specified above. All certificates shall be signed by an authorized agent or representative of the insurance carrier.

9. INDEMNIFICATION AND INSURANCE PROVIDED BY COMPANY: Company agrees to defend, indemnify, and hold Customer harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses and compensation whatsoever including court costs and reasonable attorney fees ("Claims"), arising from Company's gross negligence or willful misconduct.

Company shall obtain and maintain, at its own expense, the following insurance policies:

Commercial general liability insurance coverage that includes coverage for independent contractors and contractual liability coverage specifically referring to this Agreement and to the hold harmless agreement herein. Such insurance shall remain in effect during the course of the Agreement, and shall include the following coverages: bodily injury, property damage, broad form contractual liability, personal injury liability, completed operations, and products liability. Such insurance shall have provided general aggregate limits of not less than \$2,000,000 (including the coverages specified above), personal injury, and advertising injury of not less than \$1,000,000, and per occurrence limits of no less than \$1,000,000.

Worker's compensation insurance during the course of the Agreement as required by applicable law and employer's liability insurance with minimum limits of \$1,000,000.

Business motor vehicle liability insurance including coverage for hired and non-owned vehicles, including utility vehicles such as trailers. The policy shall also include coverage for pollution, if caused by accident, caused by any vehicles. Such insurance shall provide not less than \$1,000,000 in combined single limits liability coverage.

10 ACCESS TO JOB LOCATION(S): Customer hereby agrees to provide, or cause to be provided, to Company, all necessary and unobstructed access to the Job Location(s) (including, without limitation, ingress and egress, access to all necessary electrical hookups, and adequate power necessary for the operation of the Property), and sufficient space for the installation, set-up, operation, use, maintenance, and removal of the Property. Without limiting the foregoing, Customer shall be responsible for obtaining and maintaining all rights of way and associated consents, waivers, licenses, easements, utilities, electrical hookups and permits (including electrical permits), as well as sufficient working space or setbacks from all structures or improvements now or hereafter erected at the Job Location(s) with respect to the Property. To the extent Customer may require a mobile stage, Customer warrants and represents that the Job Location(s) has sufficient space to support a mobile stage, a truck weighing up to 20 tons, and a stage weighing 20 tons. If, in the course of the Agreement, Company discovers that its ability to install, operate, set-up, run, use, and maintain the Property is impeded by the site conditions or the inability to access the site, it shall notify Customer of such conditions and Customer shall take immediate actions to correct the site condition problems, at Customer's expense. The failure of Customer to promptly correct such conditions and/or problems shall constitute a Default.

11. LIMITATIONS OF LIABILITY: In addition to other provisions set forth in the Agreement, Company shall not be liable for any loss, damage, or injury arising from the installation, use, operation, maintenance, and/or removal of the equipment, unless due to the gross negligence or willful misconduct of Company. Notwithstanding anything contained to the contrary herein, the maximum liability imposed on Company may not exceed the Contract Price.

NOTWITHSTANDING THE FOREGOING, IT IS AGREED THAT UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, OR FOR ANY OTHER DAMAGES, OR SUMS PAID BY BUYER TO THIRD PARTIES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE CONTRACT PRICE STATED IN THE AGREEMENT IS CONSIDERATION IN LIMITING COMPANY'S LIABILITY. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY COMPANY TO CUSTOMER, EXCEPT AS OTHERWISE EXPRESSLY CONTAINED IN THE AGREEMENT, AND COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO CUSTOMER, NOR TO ANY THIRD PARTY, OF ANY KIND AND HOWEVER CAUSED, WHETHER BY ANY PROPERTY, ITS USE, OPERATION, REPAIR, MAINTENANCE, REMOVAL, OR ITS FAILURE, OR BY INTERRUPTION OF SERVICE. COMPANY SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. **DEFAULT:** If Customer fails to make payments as set forth in Section 4, breaches any of the duties, terms, covenants, conditions, and/or restrictions set forth in the Agreement, or fails to timely perform any other obligation required under the Agreement, then Customer shall be deemed to be in default of the Agreement ("Default"). In the event of a Default, Company shall be entitled to all remedies under law or equity. In addition, Company shall have the right, in its sole discretion, to refuse performance, suspend performance, and/or terminate further performance without incurring liability. Any such actions shall not relieve Customer from its obligations to pay the Contract Price. Further, if Customer fails to pay Company any monies due to Company under the Agreement, then Customer shall be obligated to pay to Company interest in the amount of one and one half percent (1.5%) per month until payment in full of the Contract Price and any interest. Further, in the event of a Default by Customer, Company shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in enforcing or attempting to enforce its rights under the Agreement.

13. **EXCUSE FOR NONPERFORMANCE:** Company is not responsible for any failure of or delays in the delivery or set up of the Production Services under the Agreement to the extent such failure or delay arises from or relates to a Default by the Customer and/or a Force Majeure Event. A "Force Majeure Event" is defined as any of the following: weather conditions; power failure; vandalism; theft; natural disasters; Governmental Unit rules, regulations, or orders, including orders or judgments of any court or commissions; delay or failure in obtaining necessary permits; Acts of God; strikes or labor disputes; war or acts of terrorism; the presence of hazardous, toxic or other dangerous materials; issues related to the Job Site and site conditions which are not reasonably foreseeable; or any other cause or condition beyond the control of Company.

14. **CONFIDENTIALITY:** Customer may not, except within the scope of the Agreement, directly or indirectly, divulge, reveal, report, publish, transfer, disclose, or use any Confidential Information. "Confidential Information" shall mean all private or nonpublic information that has been obtained or disclosed to Customer as a result of this Agreement and the provision of Production Services by Company, including, but not limited to, information concerning Property, patterns, designs, drawings, production or engineering data, or other technical proprietary information. Customer acknowledges that such documents and information are Confidential Information and the sole exclusive property of Company. Upon termination of this Agreement or upon request by Company at any time, Customer shall surrender and return to Company such Confidential Information, along with any copies or printouts of such information, in any medium.

15. Customer may not assign the Agreement or its interest in the Production Services without the prior written consent of Company. The Agreement shall be governed by the laws of the State of Georgia or state of event. The parties agree that any action concerning the terms of the Agreement shall be brought in a Court of competent jurisdiction in the State of Georgia or state of event. The parties hereby consent to be subject to the in persona jurisdiction of the State of Georgia or the state of the event. If any provisions of the Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any way affect or render invalid or unenforceable any other provision of the Agreement and the Agreement shall be carried out as if such invalid or unenforceable provision were not contained herein. A failure by either party to enforce any right under the Agreement shall not at any time constitute a waiver

of such right or any other right, and shall not modify the rights or obligations of either party under the Agreement. This Agreement with these Terms and Conditions supersedes all prior agreements and understanding between the parties hereto concerning the subject matter herein, and constitutes the entire agreement between Customer and Company. The Agreement shall not be amended, modified, revised, or terminated except by further written agreement signed by Customer and Company. The Agreement may be executed in any number of counterparts and/or by facsimile, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

ACCEPTANCE: By signing, Company and Customer agree to the above terms and conditions. Each warrants to the other that the person signing below has full authority to enter into this Agreement and/or sign this Agreement on behalf of a corporate or like business entity.

Authorized Signature of Customer: _____ Date: _____

Print Name and Title: _____

Authorized Signature of Company:  _____ Date: 3.14.23

Print Name and Title: Chris Brady Manager/Co Owner

MANDATORY BID SUBMITTAL FORM

BID NUMBER: Q23-002PR | July 3rd Mobile Covered Stage
City of Villa Rica Parks, Recreation & Leisure Services

Company Name: Pop Audio

Street Address: 63 Oak Walk

City/State/ZIP code: Villa Rica GA. 30180

Primary Contact: Guy Tim Miles

E-mail Address: tguitar@charter.net

Phone Number: (404) 401-3724

Cell Phone Number: ()

Signature: Sergey Tim Miles

Date: 03-25-2023

customer similar in size and complexity to the City of Villa Rica.

REFERENCES

Reference No. 2 of 3

Company Name: City of Villa Rica

Street Address: 646 Industrial Boulevard, Villa Rica

City/State/ZIP code: Villa Rica, GA. 30180

Primary Contact: Tracy Ivey

E-mail Address: _____

Phone Number: (770) 459-7013

Cell Phone Number: (770) 550-6040

Also: Courtney Powell

Tara Ivey

and All the July Concerts with the
exception of 2022 - Due to having
Covid 19



Carroll County, GA Business License # 2022-003176

Bid Number Q23-002PR– July 3rd Mobile Covered Stage

To: City of Villa Rica Parks, Recreation & Leisure Services

Attention: Administrative Office, Gold Dust Park
646 Industrial Boulevard
Villa Rica, GA. 30180

Services: **APEX 2420 Mobil Covered Stage**-See attached documents

Sound Wings

Skirt

2 Sets of Stairs

Backline Wind Wall/Screen

Banner Frame

1-8x8 Drum Risers

Delivery, Set Up and Removal after the show

Concert Generator Package as used in the past Including:

1 Magnum 35-3 phase 120/208 Diesel Generator

6-50 foot 2 Phase 50 amp #6-4 conductor generator cables

3-5 foot 2 Phase 50 amp #6-4 conductor generator connecting cables

6-50 amp Power Distribution Boxes containing 6-120 volt 20 amp

Edison Duplex Plugs

Fuel

1-Generator Technician to provide Pick up, Delivery and Set up

Date: July 3, 2023 at The V-Plex Civic Center Football Field

Total Cost: \$ 6,518.08

Repeat Customer Discount: \$ 445.08

Total Due on or before July 3, 2023: \$ 6,073.00

Special Note: This stage will be in use on July 2, 2023 at another location. Due to demand, the earliest delivery will be 4:00AM July 3, 2023. POP Audio will be available to supervise set up upon delivery which will not require Villa Rica Parks Employees to assist as in the past. Provision of this stage is dependent on POP Audio providing Sound & Lighting along with the required 2 Million in Insurance for Villa Rica.

G. Tim Miles

DBA- Pop Audio

63 Oak Walk

Villa Rica, GA. 30180

404-401-3724

tguitar@charter.net



Proudly made in the USA

APEX 2420 - Mobile Hydraulic Stage



SPECIFICATIONS:

Trailer (Unopened)

Length	26'
Width	102"
Height	10'
Cargo space	6' 11" x 23' 4"
Cargo capacity	5,000#
Trailer weight	10,000#
Tongue weight	3,000#
Axle rating	10,000# x 2

Stage Deck

Floor size	24' x 20'
Floor height (adjustable)	39" to 54"
Ground to roof	16' 2"
Floor rating	150# / sq ft
Structure	Marine Plywood/Alum
Floor support	10 - 7,000# Jacks

Stage Roof

Coverage	22' 9" x 26'
Deck to downstage I-beam	11' 8"
Deck to center-stage I-beam	11' 11"
Deck to bottom of upstage I-beam	12' 2"
Surface mat.	Fiberglass/Alum

Roof Beam Loads

Fly bays	2 @ 800#
Downstage I-beam	1,000#
Center I-beam(s)	2 @ 750#
Upstage I-beam	1,000#
Side beams	4 @ 500#
Total capacity	13,500#

Other

Site preparation	None
Hauling mode	Gooseneck
Power source (standard)	5hp Motor
Power source (optional)	1.5hp Electric 110

Easy Setup

Install time	30 Min - 1 Hr
Required personnel	2

YOU DESERVE THE BEST. Apex Stages prides itself on helping our customers be the best operator they can be. How the **2420** does this:

- **YOU GET MORE WITH APEX:** *Well-thought-out Design, Durable Build & Streamlined Great Looks all in an affordable high quality mobile hydraulic stage*
- **SAME LOAD CAPABILITIES AS A LARGER CLASS STAGE FOR 30%+ LOWER PRICE**
- **EASY SET-UP TIME:** *Less than 1 hour with 2 stage hands*
- **EASY TRANSPORT:** *Can be towed by 1 ton pick-up w/ gooseneck*
- **VERY SAFE:** *APEX Stages have a spotless safety history and are Engineer Certified in all 50 States plus many Canadian Provinces*
- **PROTECTS YOUR STAGE RENTAL BUSINESS:** *Unlike other Stage Brands, APEX is strictly a manufacturer who leaves the Stage Rental Business \$\$\$'s to you!!!*
- **FASTEST GROWING BRAND OF MOBILE HYDRAULIC STAGES**

We are here to help you be the best, contact APEX today to learn more!



A division of Progressive Products, Inc

Sales/Service

3305 Airport Circle, Pittsburg, KS 66762
Phone: 620-235-1712 | Fax: 620-235-1772

Sales Representative

Jeff Hess
Progressive Products, Inc
Phone: 620-235-1712

2420

Testimonials

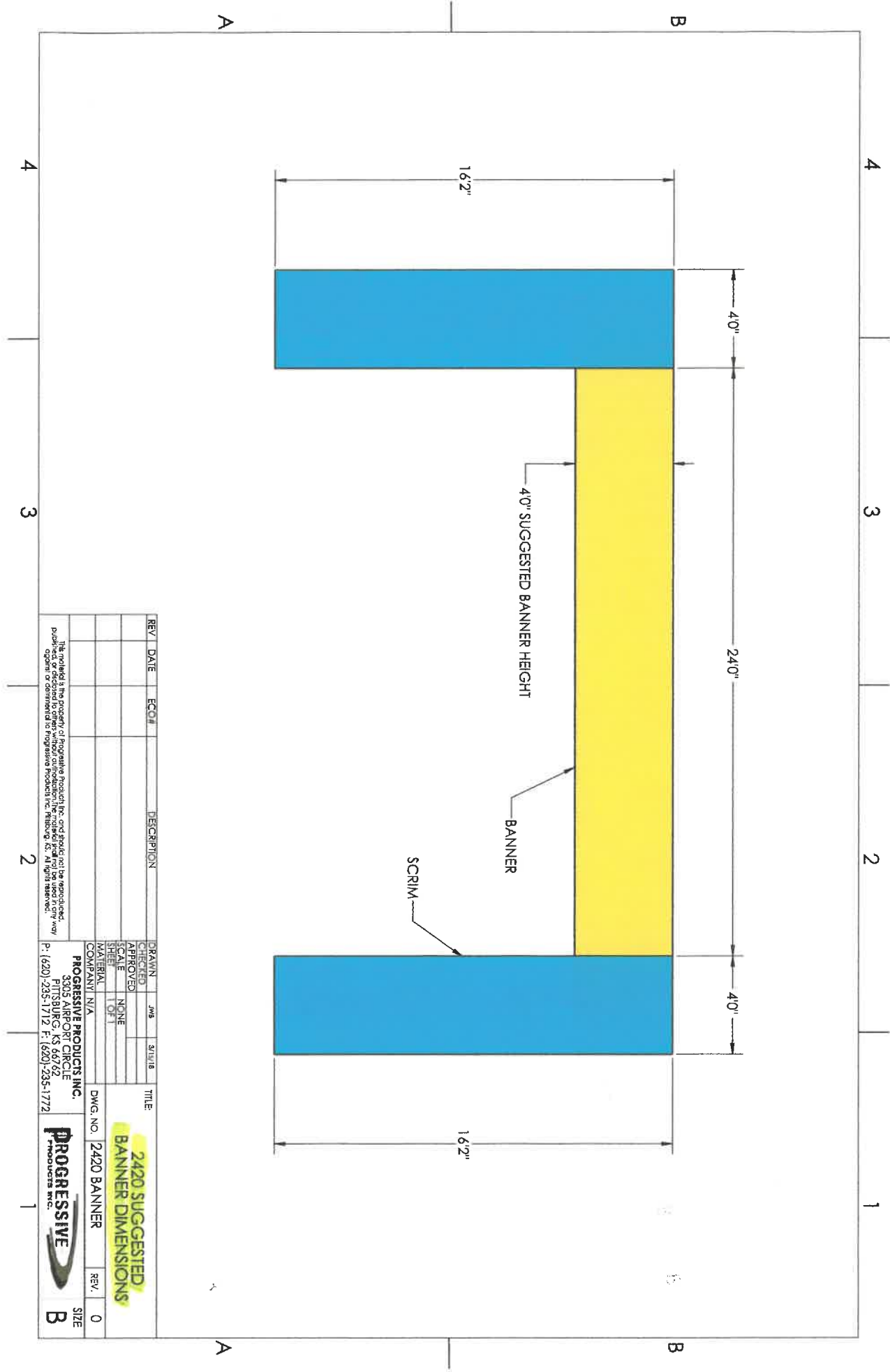
"We are the most prolific event production company in south Florida and we own every model of APEX stage."

- Thomas Mitchell, Owner, Reflections Productions in Miami, Florida

"My company has grown and thrived...we have 2 APEX stages with plans to purchase another."

- Jeff Miller, Owner, Miller Productions in Gainesville, Georgia





REV	DATE	ECOD	DESCRIPTION	DRAWN	CHECKED	APPROVED	SCALE	TITLE
				JWS	3/11/18		NONE	2420 SUGGESTED BANNER DIMENSIONS
							1 OF 1	
							MATERIAL	
							COMPANY	
							N/A	
							DWG. NO.	2420 BANNER
							REV.	0
							SIZE	B

PROGRESSIVE PRODUCTS INC.
 3805 AIRPORT CIRCLE
 PITTSBURGH, KS 66762
 P: (620) 235-1712 F: (620) 235-1772



PROGRESSIVE PRODUCTS INC.

MANDATORY BID SUBMITTAL FORM

BID NUMBER: Q23-002PR | July 3rd Mobile Covered Stage
City of Villa Rica Parks, Recreation & Leisure Services

Company Name: RCS Productions

Street Address: 2312 Peachford Road Suite A

City/State/ZIP code: Dunwoody GA 30338

Primary Contact: Stephen Moore

E-mail Address: stephen@rcsproductions.com

Phone Number: (770) 306.9155

Cell Phone Number: (404) 550.6554

Signature: 

Date: 03.23.2023



Proposer Response

**Q23-002PR | July 3rd Mobile Covered Stage
City of Villa Rica Parks, Recreation & Leisure Services**

Prepared by:



**Crafting Quality Concerts & Events
Since 1982**

PROPOSER RESPONSE

Production Services for Villa Rica July 3rd Celebration 2023

1. RCS Productions Work & Experience

Celebrating our 40th year, RCS Productions, has helped municipalities, corporations, and venue operators throughout the Southeast program community-driven entertainment that has attracted millions of patrons. Founded in 1982 as a seasonal production company booking concerts at Stone Mountain Park, RCS has since grown into one of the largest talent acquisition and concert production and special events companies in the South, programming and/or producing over 175 events a year.

RCS Productions executes all facets of concert & live production including staging, sound, lights, backline instrument rental, video/IMAG & stagehand staffing.

We look forward to the opportunity to bring proven best-in-class production services to the Villa Rica July 3, 2022 Event. We are excited to collaborate with the City and continue to develop this event.

Members of:

International Festivals & Events Association

Southeast Festivals & Events Association (board representation)

International Entertainment Buyers Association

Event Safety Alliance

Dunwoody GA Chamber of Commerce

A. Business Information

Business Name: RCS Productions

Legal Name: RCS Productions & Entertainment Inc.

Business Address: 2312 Peachford Rd Ste A, Dunwoody, GA 30338

www.rcsproductions.com

B. Contact Information

Stephen Moore, CEO

Contact Mailing Address: 2312 Peachford Rd Ste A, Dunwoody, GA 30338

Contact Telephone Number:

770.306.9155 – O

404.550.6554 - M

Contact Email: stephen@rcsproductions.com

.

General business statement:

In our 40th Year, RCS Productions has programmed concerts, festivals and private events at venues ranging from 400 to 40,000 seats. RCS is an award-winning, full-service production company offering the following management and operational services to clients:

Talent Buying & Negotiation: Working with agents and managers to book national and regional artists for series and single-shows and working with venues of all sizes to provide quality entertainment options that fit all budget parameters. RCS has well-established contacts with artists from all walks of music - Americana, blues, country, rock and classic rock, oldies, R&B, Motown – and long-standing relationships with the major entertainment companies in the United States, including the William Morris Agency, Creative Artists Agency, ICM, Buddy Lee Attractions, APA, High Road Touring, and Paradigm Artists.

Production/Technical Services: Creating unique staging, sound, and lighting experiences at all budget levels.

Audio and lighting: RCS offers the latest in audio and lighting technology, from an industry leading V-Dosc & Similar line array PA system for twenty thousand, to an economic powered system for one hundred. The company's lighting designers work with both conventional fixed lights and moving light/head fixtures to deliver unique performance aesthetics.

Staging: RCS provides outdoor stages and roofs ranging from an economical 16'x 16' stage with a shade roof to a 40'x 60' stage with a load bearing roof. The company also offers mobile staging, stage accessories and custom scrims.

Facility Management: Coordinating all on-site operations, from ticketing to parking to security to clean-up, to ensure an on-time performance to create an atmosphere for guests that is safe and entertaining.

Backstage/Green Room Management: Managing catering, hospitality areas and artist requests prior to and after all performances. Making sure artists are cared for properly at venues and festival locations begins with the initial contract negotiations and ends when the show is over. The RCS team facilitates green room set-up, meet and greets and media interviews as appropriate.

Ticketing Services: Liaising with professional on line event ticketing outfits to ensure smooth operations, accurate accounting and maximum profitability.

Consulting Services: Re-invigorating existing events and facilities to meet the changing needs of today's concert-goer. Services include strategic consulting on event identity and purpose, development of site plans and event layouts, community amphitheatre development and design (making sure the facility is technically friendly to artists, production companies and touring groups).

Client experience /references:

RCS understands the economics and logistics associated with booking events the size of the Cherokee Indian Fair. Below are just a few examples of work we have provided similar in scope to what is outlined in the rfp for your event.

2. List Of References:**Biltmore Estate Summer Concerts, Asheville, NC: 4,000 seats**

Ms. Travis Tatham 828-225-6207
One Approach Road, Asheville NC 28803

This summer concert series at the historic Biltmore Estate in Asheville, North Carolina features six to eight concerts over three weekends each summer. RCS has managed the entertainment budget for the series as well as negotiated talent, coordinated production and managed on-site logistics. Past series have included: Chicago, Foreigner, Steve Miller Band, B-52's Mary Chapin Carpenter, Heart, The Supremes, Chris Isaak, Travis Tritt, America, Bruce Hornsby, Shawn Colvin, Blood, Sweat & Tears, Lee Ann Womack, Dionne Warwick, Randy Newman, Patty Loveless, Judy Collins, Arturo Sandoval, Indigo Girls, et al.

City of Woodstock, Cherokee County, GA: 6,500 seats

Mary Beth Stockdale 770- 517-6788
231 Arnold Mill Road #400, Woodstock GA 30188

RCS has just concluded the 20th season in Woodstock and was proud to have consulted on the city's new amphitheater which began operations this season. The Series includes five to six performances and typically draws a capacity crowd each show. RCS's goal is to secure nationally recognized artists from different genres of music that the city and its residents find interesting and enjoyable. The company has booked a wide variety of acts, ranging from Robert Randolph & the Family Band, Sister Hazel, Midnight Star, Little River Band to The Gin Blossoms.

Buford GA Up to 30,000 seats

Todd Cleveland 678.889/4647

RCS Productions works with the city on their 3 show summer concert series, growing it out of the 1500 seat Amphitheater onto the Adjacent festival lawn. RCS works with the city to procure ~3 national & regional headliners as well as support and also provides full concert production services. The summer season ends with a larger 4th Buford Fall Concert with headliners the like of the Doobie Brothers, Bret Michaels, & Kip Moore etc...

Partial RCS Client Listing

Cities/Municipalities

Alpharetta Convention & Visitors Bureau
Arts Council of Cherokee County
City Of Alpharetta
City Of Atlanta
City Of Bainbridge
City Of Carrollton
City Of Cornelia
City Of Canton
City of Cleveland
City Of Douglasville
City Of Duluth
City Of Kingsport
City of Lawrenceville
City Of Lilburn
City Of Marietta
City Of Morrow
City Of Pigeon Forge
City Of Roswell
City Of Sandy Springs
City Of Smyrna
City Of Suwanee
City Of Villa Rica
City Of Woodstock
Eastern Band of Cherokee Indians

Festivals

30A songwriters Festival
Alpharetta Brew Moon Fest
Dalton Friendship House Music Festival
Derby Day
Decatur Beer Festival
Greer Family Fest
Kingsport Funfest
Kingsland Catfish Festival
Macon Cherry Blossom Festival
Milledgeville Deep Roots Festival
North Georgia Fair

Papa Joes BanjoBQue
Taste Of Alpharetta
Tunes By The Tombs
Wire & Wood

Corporations

Carl Black dealerships nationwide
Convenience Sales Network
Country Living Magazine
Jamestown Properties
Spartanburg Regional Health Care System
Texas Health Care Association
National Parkinson's Foundation
Pierre Food Services
Mall Of Georgia

Venues

Atlanta Botanical Garden
Biltmore Estate
Centennial Olympic Park
Cumberland Caverns Live
Chateau Elan
Jekyl Island Historic District
Paulding County Parks & Rec
Six Flags Over Georgia
Stone Mountain Park

Radio Stations

WKHX-FM
WYAY-FM
WJZZ-FM
WSB Radio

Non-Profits

Angel Flight
Alzheimer's Association
March Of Dimes

Photography From Recent RCS Productions' Shows



In accordance with the RFP RCS will provide:

1. supply appropriate mobile stage unit
2. Provide qualified personnel to, set up, operate and strike stage equipment
3. Insurance: RCS Productions maintains \$2,000,000 in liability coverage

System:

Stageline SL 100 Mobile Stage or similar Apex Stage Unit

24x24 Deck

Sound Wings

Skirt

Stairs

Windwall

Banner Frame

1 drum riser

60KW Generator/Fuel

Trucking

Total Cost: \$4185.00

Inclement Weather Plan:

- . If the show needs to be postponed due to inclement weather RCS will make a good faith attempt to advise patrons of postponement in conjunction with the city and the appropriate EMS personnel. We will power down, protect our equipment though the weather and assess when it is appropriate to reset to resume the show.
 - a. Heavy Rain, Driving Rain, Lightning, Blowing rain, high wind or any weather situation that makes the stage performance area and tech area's to become unsafe due to blowing or standing water.
 - b/c If it is not possible to reset and restart the show due to ongoing unsafe weather RCS Productions expects payment in full.

x 
Stephen Moore, President for RCS Productions

DATE 3.23.23

2312 Peachford Road Suite A
Dunwoody GA 30338
770.306.9155



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: July 3rd Sound & Lighting

AGENDA DATE: April 11, 2023

DATE PREPARED: March 29, 2023

PREPARED BY: Tracie Ivey, Recreation Director

AMOUNT: \$9,871.00

GL ACCOUNT#: 100-6130-523880

FUNDING SOURCE: Recreation Programs/ Special Events Budget

BUDGETED ITEM? Yes

PURPOSE: The Parks, Recreation & Leisure Services Department is requesting approval of a vendor to provide Sound & Lighting for the annual July 3rd Fireworks entertainment

BACKGROUND: The department holds an annual concert as part of the July 3rd fireworks event. The Department made an invitation to bid available for its sound & lighting. The department accepted bids through Monday, March 27 at 2:00 pm. The department is seeking to hire RCS Productions to provide the sound & lighting. The service agreement for the sound & lighting is attached.

The city received three bids.

STAFF RECOMMENDATION: Staff recommend approving RCS Productions to provide the sound & lighting for the 2023 July 3rd Fireworks on Monday, July 3rd at the Villa Rica Civic Center and Sports Complex in the amount of \$9,871.00. This staff recommendation for selecting RCS Productions over either of the other two bidders was to increase the likelihood of a seamless delivery of both the sound and lighting component as well as the erection and function of the mobile covered staging. In 2022, RCS Productions provided all the above services and the event was incredibly successful, both for the entertainers as well as overall product delivery for such an event. We feel with the past experience, selecting the same vendor makes the most sense.

IMPACT: Hiring a qualified and experienced contractor is essential to a successful audio experience.

MOTION: I move to approve RCS Productions to provide the sound & lighting for the 2023 July 3rd Fireworks Monday, July 3rd at the Villa Rica Civic Center and Sports Complex in the amount of \$9,871.00

**JULY 3 - SOUND LIGHTING
BID OPENING MARCH 29, 2023**

BIDDER	VENDOR INFORMATION	BID AMOUNT
1	Chris Brady	\$1,500.00
2	Pop Audio	\$8,708.98
3	RCS Productions	\$9,871.00
4		
5		
6		
7		
8		
9		
10		

MANDATORY BID SUBMITTAL FORM

BID NUMBER: Q23-001PR | July 3rd Sound & Lighting
City of Villa Rica Parks, Recreation & Leisure Services

Company Name: Brady Pro Sound and Stage

Street Address: 917 Poole Bridge RD

City/State/ZIP code: Hiram/GE/30141

Primary Contact: Chris Brady

E-mail Address: bradyprosound@aol.com

Phone Number: (406) 475-2952

Cell Phone Number: (406) 475-2952

I acknowledge that this quote pertains to sound and lighting services that will be provided on the football field at the Villa Rica Sports Complex (VPlex), located at 1605 Carrollton Villa Rica Highway, Villa Rica, GA 30180.

Signature: _____



Date: _____

3-14-23

City of Villa Rica Parks, Recreation & Leisure Services Department – July 3rd Sound & Lighting

To: Villa Rica Parks, Recreation & Leisure Services Department
Attn: Administrative Office, Gold Dust Park
Reference: Q23-002PR 646 Industrial Blvd Villa Rica, GA 30180

From: Chris Brady
917 Poole Bridge Road
Hiram, GA 30141
406-475-2952
bradyprosound@aol.com

3/14/23

The following is a quote for Sound and lighting services will be at the City's July 3rd event held on the football field at Villa Rica Sports Complex (VPlex), 1605 Carrollton Villa Rica Highway, Villa Rica, GA 30180. The quote includes the setup and operation of the sound equipment and lights for several acts, and then the tear down and removal of equipment.

QUOTE for event: \$1500.00

The minimum core system is made of:

- *4 JBL 832sp main loudspeakers
- *2 JBL 828sp double 18" subwoofers
- *4 JBL SRX 181sp 18" subwoofers
- *2 JBL SRX 815 Monitors
- *2 JBL PRX 715 Monitors
- *2 JBL PRX 712 Monitors
- *Behringer X32 Digital Mixer (2nd x32 rack available for monitors if desired)
 - Recommend running sound side of stage (and monitors) with a wireless system using an iPad
- 16 PAR LED Lights (Min), 2 Movable lights (Min), PC Controller
- All required mic stand, DI boxes, cables, and snakes to run show
- All required (1 to 2) personnel necessary for event.

*(Or Equivalent (Proel Axiom Line Array system might be possible))

Requirements:

- Signed Service agreement
- Copy of cities COI



City of Villa Rica Parks, Recreation & Leisure Services Department – July 3rd Sound & Lighting

- At least 3 - 20-amp circuits are required for the sound system.
- At least 2 - 20-amp circuits for the lights.
- At least 4 hours prior to sound check is required for setup.
- If the event is called within 48 hrs. of the event start time and prior to any equipment setup, fee costs are 25% of total quote. Full fee is required once setup has begun.
- If weather affects safety of performers, stage, or equipment, we reserve the right to stop event for period of time or to even to call the event.
- Sound tech must have access to all areas before, during and after the event.
- Any specific stage requirements for a band, outside of requirements in this quote, must be provided at least one week of the performance and include a drawing of the stage setup.

Quote is for this specific event and does not apply to any other event, date, or venue. Please keep this quote confidential.



About Chris Brady:

Chris has been a sound engineering since the late seventies and continued it through his service in the military with USO and afterwards. Chris also graduated from Recording Connection as a Sound Engineer and has run several successful sound companies and has worked in Major Label recording studios as an engineer. Chris is now retired and does stage, sound, and lights for the love of the craft and of music, and live performances. Chris has a BS degree in Business Management and a MS Degree in Health and Safety and Environmental Management. He is a Professionally Certified Safety Professional.

Chris Brady

Brady Pro Sound

406-475-2952

bradyprosound@aol.com

www.bradyprosound.net



Paulding County Occupational Tax Certificate

Business Location
917 POOLE BRIDGE RD

This license is to be displayed conspicuously at the business location and is not transferable or assignable.
Written notification is required if business is closed.

THIS LICENSE IS PURSUANT TO THE PROVISIONS OF THE CODE OF PAULDING COUNTY, GEORGIA AND AMENDMENTS THERETO.

Chris Brady

Authorized Signature

BRADY PRO SOUND AND STAGE
BRADY, PENNI/BRADY, CHRIS
917 POOLE BRIDGE RD
HIRAM, GA 30141

Expiration Date

12/31/2023

License Number

21919

Business Type

ENTERTAINMENT
EQUIPMENT RENTAL

NAICS Code

532289

Paulding County Community Development
Occupational Tax Division
240 Constitution Blvd., 2nd Floor
Dallas, GA 30132



BRADPRO-02

KATELYNATWOOD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 2450 Tapo Street Simi Valley, CA 93063	CONTACT NAME: Katelyn Atwood	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Chris Brady DBA: Brady Pro Sound and Stage 971 Poole Bridge Road Hiram, GA 30141	E-MAIL ADDRESS: Katelyn.Atwood@nfp.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hiscox Insurance Company Inc.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 10200		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		US UEN 2799535.23	3/9/2023	3/9/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY *HAPD \$125K/Max/ACV/ ☒ NON-OWNED AUTOS ONLY Cost of Repair		US UAE 2799536.23	3/9/2023	3/9/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ *HAPD Deds \$ 1,500
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A				PER STATUTE ☐ OTH-ER ☐ E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	Misc Rented/Owned		US UEN 2799535.23	3/9/2023	3/9/2024	Limit 200,000
A	Special Form R/C		US UEN 2799535.23	3/9/2023	3/9/2024	Deductible 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as additional insured and/or loss payee as required by written contract or agreement but only as respect to operations of the named insured per attached form EGL E4316 CW (03/15)

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

MANDATORY BID SUBMITTAL FORM

BID NUMBER: Q23-001PR | July 3rd Sound & Lighting
City of Villa Rica Parks, Recreation & Leisure Services

Company Name: Pop Audio

Street Address: 63 Oak Walk

City/State/ZIP code: Villa Rica, GA. 30180

Primary Contact: Guy Timothy Miles

E-mail Address: tguitar@charter.net

Phone Number: ()

Cell Phone Number: (704) 401-3724

I acknowledge that this quote pertains to sound and lighting services that will be provided on the football field at the Villa Rica Sports Complex (VPlex), located at 1605 Carrollton Villa Rica Highway, Villa Rica, GA 30180.

Signature: Guy Timothy Miles

Date: 03-26-2023



Carroll County, GA Business License # 2022-003176

Bid Number Q23-001PR– July 3rd Sound & Lighting

Load in 7:00am July 3- Load Out 2:00am July 4

To: City of Villa Rica Parks, Recreation & Leisure Services

Attention: Administrative Office, Gold Dust Park
646 Industrial Boulevard
Villa Rica, GA. 30180

Services: Yamaha Concert Sound System as used in the Past Consisting of:

8-15 inch Mid-Highs Mains powered at 700 watts each **Per side**
8-18 inch Sub Woofers powered at 1000 watts **Per side**
1-12 inch Mid-Highs Main Center Fills powered at 550 watts each
6-15 inch Mid-Highs Monitors powered at 500 watts
Behringer X32 FOH Mixing Board with S32 Head Amps
Behringer X32 Core Monitor Mixing Board with 2-S16 Head Amps
2-12 Foot Scaffold Towers, 1 Right, 1 Left for Mains
Shure Microphone Package including all Mic Stands and DIs
All Required Cabling and Electrical Outlet Cables
Delivery, Set Up, Operation and Removal after the show
2-Mix Engineers, 1-FOH, 1-Monitor utilizing wireless I Pad Mix
2-Stage Hands

Lighting Package as used in the Past Consisting of:

24 Feet of Aluminum Truss for Down Stage Lighting
2-Motor Lifts hung from Stage Roof for Truss/Lighting Lift
24-Par-64 LED Lights Down Stage(as used in the past)
8-FX Wash Articulated Lights Up Stage for Flag Backdrop Lighting
All Lighting will be operated via wireless transmitters
Lighting Desk

1 L1 Lighting Designer

1 L2 Lighting Assistant

1 Production Manager to direct all Sound, Lighting and Customer
Coordination Pre and Post Event

Delivery, Set Up, Operation and Removal after the show

2 Million Dollars of Liability Insurance with VR as Additional Insured

Date: July3, 2023 at The V-Plex Civic Center Football Field

Total Cost: \$ 9,208.98

Repeat Customer Discount: \$ 500.00

Total Due on or before July 3, 2023: \$ 8,708.98

G. Tim Miles-DBA- Pop Audio

63 Oak Walk

Villa Rica, Georgia 30180

404-401-3724

tguitar@charter.net

REFERENCES

Reference No. 1 of 3

Company Name: City of Villa Rica

Street Address: 646 Industrial Blvd

City/State/ZIP code: Villa Rica, GA 30180

Primary Contact: Tracy Ivey

E-mail Address: _____

Phone Number: (_____) _____

Cell Phone Number: (470) 347-2474

Other References.

Courtney Powell

Tara Ivey

* I have done the July 3, V-Plex Shows for many years. The City of Villa Rica has always been pleased. I did not do 2022 Due to suffering from Covid 19.

MANDATORY BID SUBMITTAL FORM

BID NUMBER: Q23-001PR | July 3rd Sound & Lighting
City of Villa Rica Parks, Recreation & Leisure Services

Company Name: RCS Productions

Street Address: 2312 Peachford Road Suite A

City/State/ZIP code: Dunwoody GA 30338

Primary Contact: Stephen Moore

E-mail Address: Stephen@rcsproductions.com

Phone Number: (770) 306.9155

Cell Phone Number: (404) 550.6554

I acknowledge that this quote pertains to sound and lighting services that will be provided on the football field at the Villa Rica Sports Complex (VPlex), located at 1605 Carrollton Villa Rica Highway, Villa Rica, GA 30180.

Signature: Stephen Moore

Date: 03.24.2023



Proposer Response

**Q23-001PR City Of Villa Rica Parks & Recreation & Leisure Services
July 3rd
Sound & Lighting**

Prepared by:



**Crafting Quality Concerts & Events
Since 1982**

PROPOSER RESPONSE

Production Services for Villa Rica July 3rd Celebration 2023

1. RCS Productions Work & Experience

Celebrating our 41st year, RCS Productions, has helped municipalities, corporations, and venue operators throughout the Southeast program community-driven entertainment that has attracted millions of patrons. Founded in 1982 as a seasonal production company booking concerts at Stone Mountain Park, RCS has since grown into one of the largest talent acquisition and concert production and special events companies in the South, programming and/or producing over 175 events a year.

RCS Productions executes all facets of concert & live production including staging, sound, lights, backline instrument rental, video/IMAG & stagehand staffing.

We look forward to the opportunity to bring proven best-in-class production services to the Villa Rica July 3, 2023. We are excited to collaborate with the City and continue to develop this event.

Members of:

International Festivals & Events Association

Southeast Festivals & Events Association (board representation)

International Entertainment Buyers Association

Event Safety Alliance

Dunwoody GA Chamber of Commerce

A. Business Information

Business Name: RCS Productions

Legal Name: RCS Productions & Entertainment Inc.

Business Address: 2312 Peachford Rd Ste A, Dunwoody, GA 30338

www.rcsproductions.com

B. Contact Information

Stephen Moore, CEO

Contact Mailing Address: 2312 Peachford Rd Ste A, Dunwoody, GA 30338

Contact Telephone Number:

770.306.9155 – O

404.550.6554 - M

Contact Email: stephen@rcsproductions.com

General business statement:

In our 40th Year, RCS Productions has programmed concerts, festivals and private events at venues ranging from 400 to 40,000 seats. RCS is an award-winning, full-service production company offering the following management and operational services to clients:

Talent Buying & Negotiation: Working with agents and managers to book national and regional artists for series and single-shows and working with venues of all sizes to provide quality entertainment options that fit all budget parameters. RCS has well-established contacts with artists from all walks of music - Americana, blues, country, rock and classic rock, oldies, R&B, Motown – and long-standing relationships with the major entertainment companies in the United States, including the William Morris Agency, Creative Artists Agency, ICM, Buddy Lee Attractions, APA, High Road Touring, and Paradigm Artists.

Production/Technical Services: Creating unique staging, sound, and lighting experiences at all budget levels.

Audio and lighting: RCS offers the latest in audio and lighting technology, from an industry leading V-Dosc & Similar line array PA system for twenty thousand, to an economic powered system for one hundred. The company's lighting designers work with both conventional fixed lights and moving light/head fixtures to deliver unique performance aesthetics.

Staging: RCS provides outdoor stages and roofs ranging from an economical 16'x 16' stage with a shade roof to a 40'x 60' stage with a load bearing roof. The company also offers mobile staging, stage accessories and custom scrims.

Facility Management: Coordinating all on-site operations, from ticketing to parking to security to clean-up, to ensure an on-time performance to create an atmosphere for guests that is safe and entertaining.

Backstage/Green Room Management: Managing catering, hospitality areas and artist requests prior to and after all performances. Making sure artists are cared for properly at venues and festival locations begins with the initial contract negotiations and ends when the show is over. The RCS team facilitates green room set-up, meet and greets and media interviews as appropriate.

Ticketing Services: Liaising with professional on line event ticketing outfits to ensure smooth operations, accurate accounting and maximum profitability.

Consulting Services: Re-invigorating existing events and facilities to meet the changing needs of today's concert-goer. Services include strategic consulting on event identity and purpose, development of site plans and event layouts, community amphitheatre development and design (making sure the facility is technically friendly to artists, production companies and touring groups).

Client experience /references:

RCS understands the economics and logistics associated with booking events the size of the Villa Rica Independence Day Event. Below are just a few examples of work we have provided similar in scope to what is outlined in the rfp for your event.

2. List Of References:**Biltmore Estate Summer Concerts, Asheville, NC: 4,000 seats**

Ms. Travis Tatham 828-225-6207
One Approach Road, Asheville NC 28803

This summer concert series at the historic Biltmore Estate in Asheville, North Carolina features six to eight concerts over three weekends each summer. RCS has managed the entertainment budget for the series as well as negotiated talent, coordinated production and managed on-site logistics. Past series have included: Chicago, Foreigner, Steve Miller Band, B-52's Mary Chapin Carpenter, Heart, The Supremes, Chris Isaak, Travis Tritt, America, Bruce Hornsby, Shawn Colvin, Blood, Sweat & Tears, Lee Ann Womack, Dionne Warwick, Randy Newman, Patty Loveless, Judy Collins, Arturo Sandoval, Indigo Girls, et al.

City of Woodstock, Cherokee County, GA: 6,500 seats

Mary Beth Stockdale 770- 517-6788
231 Arnold Mill Road #400, Woodstock GA 30188

RCS has just concluded the 20th season in Woodstock and was proud to have consulted on the city's new amphitheater which began operations this season. The Series includes five to six performances and typically draws a capacity crowd each show. RCS's goal is to secure nationally recognized artists from different genres of music that the city and its residents find interesting and enjoyable. The company has booked a wide variety of acts, ranging from Robert Randolph & the Family Band, Sister Hazel, Midnight Star, Little River Band to The Gin Blossoms.

Buford GA Up to 30,000 seats

Todd Cleveland 678.889/4647

RCS Productions works with the city on their 3 show summer concert series, growing it out of the 1500 seat Amphitheater onto the Adjacent festival lawn. RCS works with the city to procure ~3 national & regional headliners as well as support and also provides full concert production services. The summer season ends with a larger 4th Buford Fall Concert with headliners the like of the Doobie Brothers, Bret Michaels, & Kip Moore etc...

Partial RCS Client Listing

Cities/Municipalities

Alpharetta Convention & Visitors Bureau
Arts Council of Cherokee County
City Of Alpharetta
City Of Atlanta
City Of Bainbridge
City Of Carrollton
City Of Cornelia
City Of Canton
City of Cleveland
City Of Douglasville
City Of Duluth
City Of Kingsport
City of Lawrenceville
City Of Lilburn
City Of Marietta
City Of Morrow
City Of Pigeon Forge
City Of Roswell
City Of Sandy Springs
City Of Smyrna
City Of Suwanee
City Of Villa Rica
City Of Woodstock
Eastern Band of Cherokee Indians

Festivals

30A songwriters Festival
Alpharetta Brew Moon Fest
Dalton Friendship House Music Festival
Derby Day
Decatur Beer Festival
Greer Family Fest
Kingsport Funfest
Kingsland Catfish Festival
Macon Cherry Blossom Festival
Milledgeville Deep Roots Festival
North Georgia Fair

Papa Joes BanjoBQue
Taste Of Alpharetta
Tunes By The Tombs
Wire & Wood

Corporations

Carl Black dealerships nationwide
Convenience Sales Network
Country Living Magazine
Jamestown Properties
Spartanburg Regional Health Care System
Texas Health Care Association
National Parkinson's Foundation
Pierre Food Services
Mall Of Georgia

Venues

Atlanta Botanical Garden
Biltmore Estate
Centennial Olympic Park
Cumberland Caverns Live
Chateau Elan
Jekyl Island Historic District
Paulding County Parks & Rec
Six Flags Over Georgia
Stone Mountain Park

Radio Stations

WKHX-FM
WYAY-FM
WJZZ-FM
WSB Radio

Non-Profits

Angel Flight
Alzheimer's Association
March Of Dimes

Photography From Recent RCS Productions' Shows



In accordance with the RFP RCS will provide:

1. supply appropriate and scaled sound & light equipment to meet the requirements of the artists, venue and patrons for the event– specifics listed below
2. Provide qualified personnel to rig, set up, operate and strike production equipment
3. Meet the Requirements of the entertainer/performer riders based on show advance
4. Provide an on site production manager to interface with city staff and local and regional artists.
5. Insurance: RCS Productions maintains \$2,000,000 in liability coverage

System:

PA:

EV XLC Line Array 6 mid Hi Boxes over 4 subs per side flown from mobile stage roof

On Stage audio system including:

Mics, Stands, Cabling, Monitors, DI's

2 digital 32 channel consoles

Lighting:

8 LED Par fixtures downstage

6 LED par fixtures upstage

4 moving head fixtures upstage

Lighting desk

Personnel:

2 audio engineers

1 lighting designer

1 production/stage manager

2-4 stagehands

Trucking

Total Cost: \$9871.00

Inclement Weather Plan:

. If the show needs to be postponed due to inclement weather RCS will make a good faith attempt to advise patrons of postponement in conjunction with the city and the appropriate EMS personnel. We will power down, protect our equipment though the weather and assess when it is appropriate to reset to resume the show.

a. Heavy Rain, Driving Rain, Lightning, Blowing rain, high wind or any weather situation that makes the stage performance area and tech area's to become unsafe due to blowing or standing water.

b/c If it is not possible to reset and restart the show due to ongoing unsafe weather RCS Productions expects payment in full.

x  DATE 3.23.23
Stephen Moore, President for RCS Productions
2312 Peachford Road Suite A
Dunwoody GA 30338
770.306.9155



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: July 3rd Fireworks Event Entertainment
AGENDA DATE: April 11, 2023

DATE PREPARED: March 30, 2023
PREPARED BY: Tracie Ivey, Recreation Director

AMOUNT: \$9,500.00
GL ACCOUNT #: 100-6130-523880
FUNDING SOURCE: Recreation Programs/ Special Events Budget
BUDGETED ITEM? Yes

PURPOSE: The Parks, Recreation & Leisure Services Department is requesting approval of a vendor to provide entertainment for the annual July 3rd Fireworks.

BACKGROUND: The department holds an annual concert as part of the July 3rd fireworks event. The department is seeking to hire RCS Productions, Inc. The contract is for performances by Leah Belle Faser and The Platinum Band.

STAFF RECOMMENDATION: Staff recommend approving RCS Productions Inc., to provide the entertainment for the 2023 July 3rd Fireworks on Monday, July 3rd at the Villa Rica Civic Center and Sports Complex in the amount of \$9,500.00.

IMPACT: Provision of entertainment so people who visit our event will have an enjoyable experience with family and friends.

MOTION: I make a motion to approve RCS Productions Inc., to provide the entertainment for the 2023 July 3rd Fireworks on Monday, July 3rd at the Villa Rica Civic Center and Sports Complex in the amount of \$9,500.00.



CONTRACT

2312 Peachford Road
Dunwoody GA 30338
770 306 9155 / 770 306 9157 Fax
stephen@rcsproductions.com
www.rcsproductions.com

TODAYS DATE: March, 29th 2023

By Mutual Agreement RCS Productions, herein referred to as PRODUCER has engaged the services of

ARTIST: Various

EVENT: Villa Rica July 3rd Celebration

Date	Artist(s)	Concert Cost
Monday July 3, 2023	Leah Belle Faser	\$1,750.00
Monday July 3, 2023	The Platinum Band	\$7,750.00

Artist Costs

\$9,500.00

VENUE: Park at the Parks & Rec **PERFORMANCE TIME:** 5:15pm Leah Belle Faser & 7:30pm Platinum Band
PURCHASER: City of Villa Rica **REPORT TIME:** ~ 1pm
CONTACT: Courtney Powell **RIDER ATTACHED:** Yes
MOBILE: 678.785.1095 **TICKET SCALING:** N/A

FEE: \$9,500.00 **TO BE PAID IN THE FOLLOWING MANNER**

DEPOSIT: \$4750.00 **DUE:** April 21, 2023
PAYABLE TO: RCS PRODUCTIONS

BALANCE: \$4750.00 **DUE:** July 3, 2023
PAYABLE TO: RCS PRODUCTIONS

TO BE PAID IN FULL RAIN OR SHINE

ARTIST TO SUPPLY: Artist & Artist Travel

PURCHASER TO SUPPLY: Stage, Sound, Lights, Power, Permitting, Hospitality, & Green room.

PURCHASER: City of Villa Rica
NAME: Gil McDougal

AGENCY/PRODUCER: RCS PRODUCTIONS
NAME: Stephen Moore

x _____ DATE _____

ADDRESS:
571 W Bankhead Highway
Villa Rica, GA 30180

x _____ DATE _____

ADDRESS:
2312 Peachford Road Suite A
DUNWOODY GA 30338
770-306-9155 ext. 101

ADDITIONAL TERMS AND CONDITIONS

1. PURCHASER agrees to furnish at its sole cost and expense a suitable place for Performance as indicated below
 - ☐ Indoors, with properly lighted, climate controlled area along with appropriate staging and electrical power as per PERFORMER'S technical requirements.
 - ☐ Outdoors, with grounded performance area/stage with appropriate cover from the elements and electric power as per the PERFORMER'S technical requirements.
 - ☐ Check here if RCS PRODUCTIONS. is providing staging under a separate contract and PURCHASER's obligation to provide a place for the Performance does not include providing the stage itself.
- 2.. PURCHASER agrees to provide all spaces, ballrooms, show sites and other areas deemed necessary by PRODUCER or PERFORMER for the Performance in order that equipment setup, rehearsals, and sound checks can be accomplished without disturbing business meetings or any other events that may be occurring near the location of the Event. Any venue power charges will be paid in full by PURCHASER.
3. PURCHASER agrees to pay PRODUCER the Fee set forth above. PURCHASER further agrees to pay any and all federal, state, and local taxes and fees in any way related to the Performance, Event, or this Agreement, and to obtain all necessary licenses required in relation to the Event or Performance. PURCHASER agrees to provide general liability, all hazards insurance coverage related to the Event and Performance with minimum limits of \$1,000,000.00 dollars, auto liability insurance related to the Event and Performance with minimum limits of \$1,000,000.00 dollars, and workers compensation insurance in amounts not less than required by law. PURCHASER agrees to provide proof of such insurance in a form satisfactory to PRODUCER not less than 15 days prior to the Performance and if PURCHASER fails to do so, PRODUCER may terminate this Agreement or purchase such insurance coverage and in such event, PURCHASER shall be responsible for any and all advertising and promotion of the Event and Performance, and shall not advertise or use PERFORMER's name, logo(s) or other intellectual property without having first obtained the written consent of PERFORMER. PURCHASER shall not disclose that PERFORMER will be performing as set forth herein, or the time, date, or place of PERFORMER'S Performance until consented to, in writing, by PRODUCER.
4. PURCHASER agrees to procure and pay for all necessary licenses and consents for the performance of the musical compositions played by PERFORMER, including but not limited to any and all clearances and licenses from ASCAP and BMI. PURCHASER further agrees to indemnify and hold PRODUCER harmless from and against any and all claims, damages, costs, expenses and attorney's fees of any nature arising out of or related to PURCHASER'S failure to procure any such licenses or consents. PURCHASER shall provide security as may be required by PRODUCER or PERFORMER during the Performance and during the setup and tear down associated with the Performance.
5. PURCHASER agrees that no part of the Performance shall be recorded, reproduced, or transmitted in any manner or by any means whatsoever in the absence of a specific written agreement with PRODUCER and PERFORMER relating to and permitting such recording, reproduction or transmission.
6. PRODUCER agrees to contract with the PERFORMER for a performance as described in this Agreement (the "Performance"), which shall occur as a part of the event described above in this Agreement (the "Event"). PRODUCER shall at all times have complete control and supervision over the services of its personnel and contractors as well as the details of the Performance to fulfill the requirements of this Agreement. PRODUCER reserves the right to make reasonable adjustments to the Performance time, including but not limited due to inclement weather, unexpected delays, circumstances outside of PRODUCER's control and delays caused or contributed to by the PERFORMER. In the event PRODUCER is unable for any reason to contract with the PERFORMER for the Performance under terms acceptable to PRODUCER or is unable to cause the Performance to occur, PRODUCER may terminate this Agreement and refund PURCHASER's deposit and PRODUCER shall thereafter have no further liability or obligation under this Agreement. PRODUCER is not responsible for any portion of the Event other than procuring the Performance by Artist as set forth in this Agreement.
7. To the extent of Georgia State Law, PURCHASER agrees to protect, defend, release, indemnify and save PRODUCER harmless from and against any and all expenses, claims, demands and causes of action of every kind and character arising in favor of any person or entity, including employees and contractors of either of PURCHASER and PRODUCER, in any way related to personal injuries or death, damages to property or any other damages or claims of any kind or nature arising out of, incident to, or resulting directly or indirectly from any act or omission of PURCHASER or any of its employees, contractors, or agents.
8. It is expressly agreed the RCS PRODUCTIONS., herein acts herein as PRODUCER and is not responsible for any acts or omissions on the part of any of PURCHASER, PERFORMER, or any of either of their employees, contractors, or agents.
9. To the extent of Georgia State Law PURCHASER agrees to be responsible for and hold PRODUCER harmless with respect to any injury, cost or damage to PERFORMER, PERFORMER's property, or any person or property of any employee, agent or contractor of PERFORMER if caused in whole or in part by any of PURCHASER, PURCHASER'S guests, employees or contractors.
10. This Agreement may not be terminated by PURCHASER, and if PURCHASER does attempt to or in fact terminates this Agreement, PURCHASER will forfeit the deposit and shall immediately pay PRODUCER the balance of all amounts owed under this Agreement. In the event PURCHASER fails to pay any amounts owed when due under this Agreement, PURCHASER shall owe interest on such amounts at 18% per annum or the maximum amount by law, whichever is lesser, along with all PRODUCER's attorney fees, costs and expenses which PRODUCER may incur. In addition, PRODUCER may cancel the Performance and shall have no further obligations of any nature under this Agreement in the event PURCHASER fails to pay PRODUCER in full all amounts owed at the times set forth in this Agreement and under the terms of this Agreement. In the event PURCHASER in any way breaches this Agreement or defaults in any obligation, PRODUCER may at any time and without any notice to PURCHASER elect to cure such breach or default and PURCHASER agrees to reimburse PRODUCER for the cost of any such cure plus an administrative fee of 15% of the cost of such cure immediately upon receipt of an invoice thereof from PRODUCER.

11. In the event of inclement weather, or any force majeure on or before the performance date where PURCHASER determines NOT to present Performance or PERFORMER deems it unsafe to PERFORMER or PERFORMER's employees, contractors, agents or equipment, PRODUCER shall nevertheless be paid the full Fee set forth herein, provided PERFORMER is present and ready to perform at the designated time as specified in the contract, unless an alternate "rain date" has been negotiated and provided. PERFORMER's obligations are subject to delay, obstruction or prevention by any cause beyond PERFORMER's reasonable control. In such case, there will be no claim for damages by either party, and except in the circumstances set forth above when the full Fee is still payable to PRODUCER, any other cancellation of the Event by PERFORMER will result in the deposit being refunded in full to PURCHASER or a comparable PERFORMER will be provided by PRODUCER upon PURCHASER approval.

12. This Agreement may not be assigned or transferred by PURCHASER without the prior written consent of PRODUCER. This Agreement may be assigned or transferred by PRODUCER without the consent of PURCHASER. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Georgia, regardless of place of performance. Venue and jurisdiction for any lawsuits arising from or relating to this Agreement shall be in Henry County, Georgia, or the federal district court for the Northern District of Georgia. This Agreement may not be altered or amended except in writing and signed by all the parties hereto. This Agreement, including but not limited to the initial page entitled "Contract", these Additional Terms and Conditions and any additional written Rider or other attachment(s) (collectively the "Agreement") constitute the entire agreement of the parties hereto. This Agreement represents the jointly bargained for agreement of the parties and no presumption or rule in favor of or against either party shall apply to any term or provision of this Agreement on the basis of that party having been deemed to have drafted such term or provision.

13. In the event any of the terms of this Agreement conflict, the terms of any Rider or other attachment shall control, and if there are multiple Riders or attachments, they shall govern based on their dates, with the most recent Rider or attachment governing over any earlier Riders or attachments; thereafter, the Additional Terms and Conditions shall control; and thereafter the initial page entitled "Contract" shall control.

14. PURCHASER's sole and exclusive remedy for any breach of any of the terms of this Agreement by PRODUCER shall be the return of some or all of the Fee paid by PURCHASER to PRODUCER under this Agreement (the "Purchase Price"), and under no circumstances shall PRODUCER have any liability to PURCHASER, whether under this Agreement or otherwise, which exceeds the amount of the Purchase Price. PURCHASER specifically waives and agrees that PRODUCER shall, under no circumstances, be liable to PURCHASER for any special, direct, indirect, consequential, punitive, exemplary, lost profits or other damages.

15. The parties agree that in the event this Agreement is terminated by PURCHASER or due to PURCHASER's breach of any of the provisions of this Agreement, that the damages that PRODUCER would incur are difficult to estimate, and that PURCHASER's obligation to pay all amounts owed to PRODUCER under this Agreement is not a penalty but is liquidated damages, which represent a reasonable estimate of the damages PRODUCER would have incurred. In the event PRODUCER uses an attorney to enforce any of the terms of this Agreement, PURCHASER agrees to pay all of PRODUCER's attorney's fees, costs, and expenses.

16. All ~~indemnification provisions~~, warranty provisions, and all other provisions contained in this Agreement which, by their terms, may extend beyond the termination, rescission, or revocation of this Agreement shall survive the termination, rescission, or revocation of this Agreement. The parties hereto agree that in the event any provision of this Agreement is deemed illegal or unenforceable by any court or tribunal of competent jurisdiction then such provision shall be deemed not to be a part of this Agreement and shall be deemed to be automatically modified and reformed so as to comply with any applicable law and so as to carry out the intent of the parties hereto to the greatest extent possible; however, if such modification is not possible, then such provision shall be deemed to be void and stricken in its entirety from this Agreement, with all other remaining provisions of this Agreement remaining in full force and effect. The waiver by PRODUCER of any breach or default by PURCHASER shall not constitute or be construed as a waiver of any subsequent breach or default of the same or any other provision hereof. Any captions or head notes herein are intended for convenience and for reference purposes only and shall in no way define or limit the scope or intent of this Agreement or any portion thereof. Nothing contained in this Agreement shall be deemed to create any contractual or third party beneficiary relationship between any parties other than PRODUCER and PURCHASER. PRODUCER shall have the right to terminate this Agreement and be paid in full all amounts owed under this Agreement if Purchaser becomes insolvent or bankrupt or makes an assignment of the benefit of creditors.

17. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument. The parties hereto stipulate that facsimile signatures shall be deemed originals.

18. Any notice which may be required or permitted to be given under any provisions to this Agreement shall be deemed to have been duly given upon the earlier of (i) 5 days after deposit in the U.S. mail by registered or certified, postage prepaid, or (ii) actual receipt by confirmed facsimile, hand delivery or overnight delivery services, to the PRODUCER or PURCHASER at their respective addresses indicated in this Agreement, or if none is indicated, to the last known address for such party.

PURCHASER, in signing this Agreement, which includes but is not limited to the Additional Terms and Conditions set forth above, acknowledges PURCHASER's authority to do so and assumes liability for the terms and conditions stated herein.

PURCHASER:

By: _____
Name: _____
Title: _____

ARTIST RIDER HIGHLIGHTS

In addition to the performance fee the purchaser agrees to provide the following at their cost to meet the contract requirements and insure a successful and enjoyable performance.

PRODUCTION SERVICES

Covered Stage Sound & Lights appropriate for professional bands and to cover the expected audience.

PARKING:

Access for Band and Crew Trucks.

SECURITY:

As per city

MERCHANDISING AREA:

Merch tent with tables and chairs and light for artist merch sales

Accommodations:

N/A

DRESSING ROOMS

Purchaser to provide private dressing room for Artist(s)

HOSPITALITY:

Purchaser to provide Dinner and basic hospitality per Artist's rider to be advanced by RCS Productions.

Dinner – healthy meals to include protein, starch, vegetables, side salad

x _____
Gil McDougal – City of Villa Rica

x _____
Date



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Resolution of Support for the City's application for the 2023 Healthy Cities Campaign and GRPA/NFC grant assistance program

AGENDA DATE: March 14, 2023

DATE PREPARED: February 22, 2023

PREPARED BY: Tracie Ivey – Director of Parks and Recreation

AMOUNT: \$60,000/\$75,000+ Sponsor **GL ACCOUNT #:** TBD

FUNDING SOURCE: SPLOST/General Fund **BUDGETED ITEM?** No

PURPOSE: We are seeking a Resolution of Support from the Villa Rica City Council for our application to the 2023 Healthy Cities Campaign and GRPA/NFC grant assistance program.

BACKGROUND: The Georgia Recreation and Park Association (GRPA) and National Fitness Campaign have partnered in the 2021 Healthy Cities Campaign. This year, only eight states were selected to participate in this national program – IL, NC, CO, CA, KS, MO, TX, and GA. If selected, the City of Villa Rica will receive a grant for \$30,000 toward the construction of a fully integrated Fitness Court, and complimented with planning, program implementation, and sponsor recruitment to help offset the total \$145,000 estimated project cost.

The impact of the Fitness Court is expected to be significant and fits in with the goals of Villa Rica Main Street, Parks and Recreation, and Community Development Departments. Main Street works to recruit businesses and activities in the downtown core – Parks and Rec aims to provide health and recreational activities for residents, workers, and visitors coming into the city, and Community Development oversees the community planning process and assist with program funding and implementation.

We see the Fitness Court as a catalyst for a new downtown activity market. Further, the Court incorporates a public art component in the design of the facility which contributes to the overall vitality of downtown. Imagine – refreshed and remade downtown streetscape, Gold Nugget Trail coursing through downtown, new roadway and transportation networks linking downtown to Mirror Lake. Fitness, art, activities, new residences, vitality – the best of Villa Rica lies ahead.

STAFF RECOMMENDATION: Staff is fully supportive of Villa Rica's application to the 2023 Healthy Cities Campaign and GRPA/NFC grant assistance program and is seeking a Resolution of Support from the Villa Rica City Council.

IMPACT: A Resolution of Support is required to apply for the Healthy Cities Program. A Fitness Court downtown would introduce a recreation/fitness element not currently available to downtown residents, workers, and visitors. The public art element of the project is consistent with the vision

of vitality of the downtown district, and the Court is consistent with the goals of the Villa Rica LCI – establishing downtown as the ultimate destination location, connected by a citywide trail system and new roadway networks.

PLANNING COMMISSION RECOMMENDATION: N/A

MOTION: I move to APPROVE the Resolution of Support for the City’s application for the 2023 Healthy Cities Campaign and GRPA/NFC grant assistance program.

STATE OF GEORGIA

COUNTY OF CARROLL

COUNTY OF DOUGLAS

CITY OF VILLA RICA

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE DESIGNATED STAFF OF THE CITY OF VILLA RICA, GEORGIA TO EXECUTE THE NECESSARY DOCUMENTS TO MAKE AN APPLICATION FOR A GRANT FROM THE GEORGIA RECREATION AND PARK ASSOCIATION (GRPA) AND NATIONAL FITNESS CAMPAIGN (NFC).

WHEREAS: The City of Villa Rica, Georgia (The City) has been selected to participate in the 2023 Healthy Cities Campaign; and

WHEREAS: The City has an opportunity to apply for a \$30,000 grant through the Georgia Park and Recreation Association and National Fitness Campaign for the construction of a Fitness Court to be tentatively located in Gold Dust Park; and

WHEREAS: The new Fitness Court will offer a unique attraction for visitors and residents and foster economic development; and

WHEREAS: The City of Villa Rica supports health and fitness opportunities for residents, workers, and visitors; and

WHEREAS: The National Fitness Campaign will provide a grant, planning assistance, sponsorship solicitation support, and other technical expertise through our participation in the 2023 Healthy Cities Campaign;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Villa Rica, Georgia that designated City Staff is hereby authorized to execute the necessary documents to make an application to participate in the 2023 Healthy Cities Campaign, and the application for a \$30,000 grant and technical assistance from the National Fitness Campaign.

So Resolved, this the 11th day of April, 2023.

Mayor

Date

Clerk

Date



NATIONAL FITNESS CAMPAIGN
**CAMPAIGN
BRIEFING**



2023



BROUGHT TO YOU BY



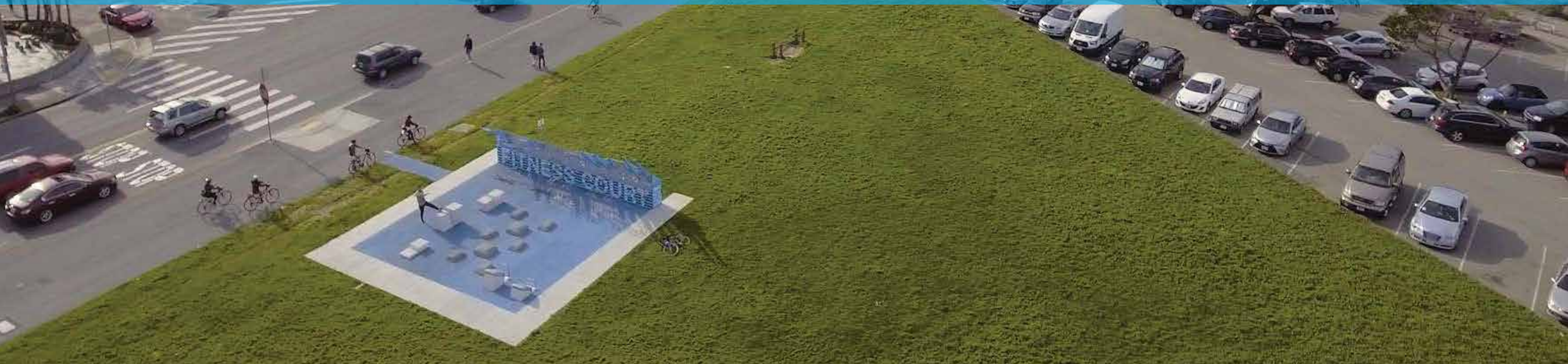
WHO WE ARE

National Fitness Campaign is a wellness consulting firm. Our mission is to build healthy communities.



WHAT WE DO

NFC develops partnerships with cities, schools and sponsors to fund, build, and activate outdoor Fitness Courts, making world class fitness free.

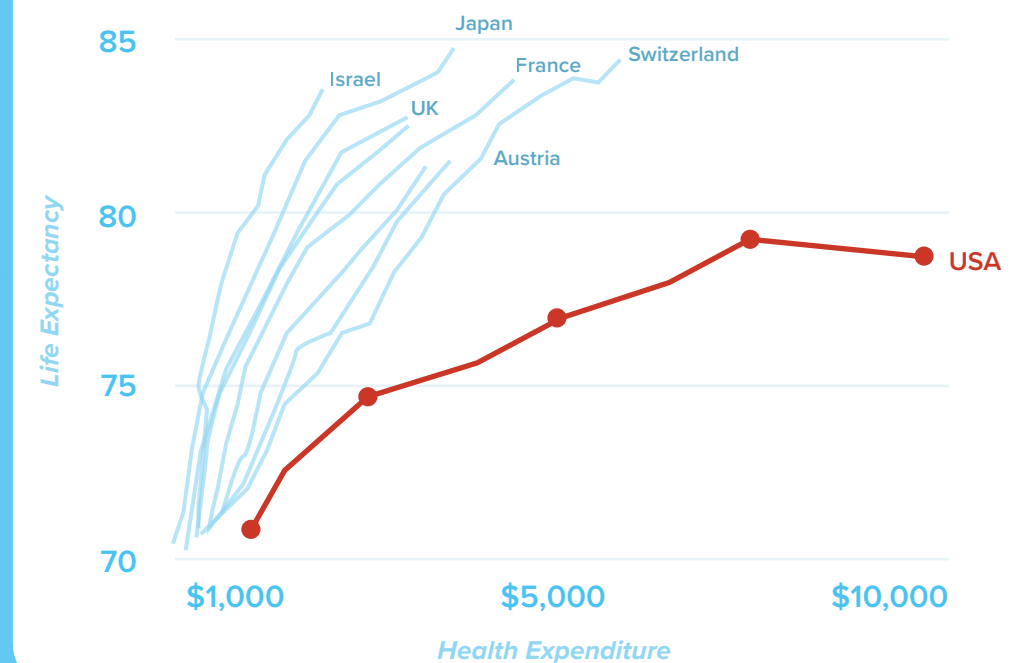




WHY WE DO IT
TO MAKE WORLD CLASS FITNESS FREE

THE PROBLEM

Life Expectancy vs Health Expenditure



America is facing a health crisis caused by sedentary lifestyles and cities designed for cars. USA spends more money than any other on healthcare with poor results.

THE SOLUTION

When communities are designed to support wellbeing, health outcomes change!

40+ YEARS IN THE MAKING

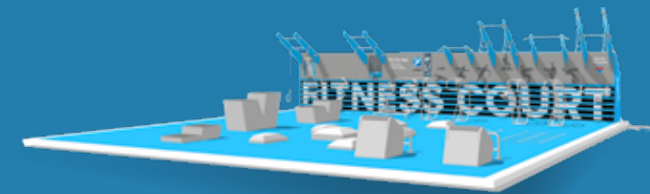
CAMPAIGN HISTORY



FITNESS COURT INVENTED
SAN FRANCISCO • STANFORD



FIRST NATIONAL SPONSOR
3 COUNTRIES • 10,000 FITNESS COURTS



REDESIGNED
FOR IMPACT IN 21ST CENTURY



WELCOMING 500TH
HEALTHY COMMUNITY ACROSS AMERICA



NFC EXPANDS TO 10,000
COMMUNITIES WITH PARTNERS

1979

1980's

2012

2023

2030's

Campaign Overview

National Fitness Campaign

★ EST. 1979 ★
NATIONAL FITNESS CAMPAIGN
FITNESS COURT

A COMPREHENSIVE
COMMUNITY WELLNESS
PROGRAM





FITNESS COURT

WORLDS BEST OUTDOOR GYM



7 MOVEMENT FULL BODY WORKOUT
FUNCTIONAL TRAINING SYSTEM
DIGITALLY ACTIVATED | COACH IN YOUR POCKET



CORE



SQUAT



PUSH



LUNGE



PULL



AGILITY



BEND



ADULTS OF ALL AGES AND ABILITY



I am glad to see movements to improve balance.

- Carol Claybaker, Senior Resident of Janesville, WI

Campaign Services

National Fitness Campaign



Planning & Funding Support





Pre Launch Support





Ambassador Training





Media & Press



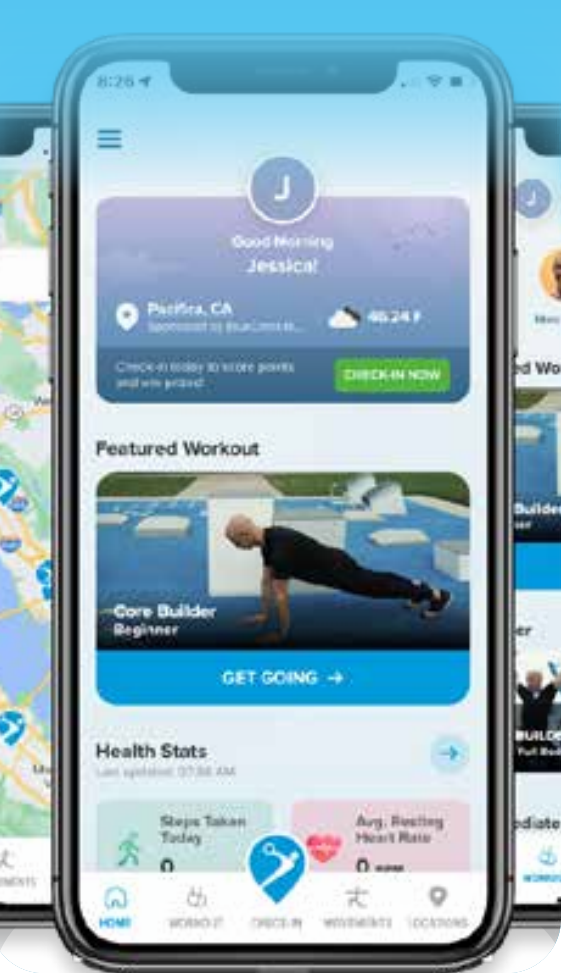


Launch & Ribbon Cutting





Fitness Court® App

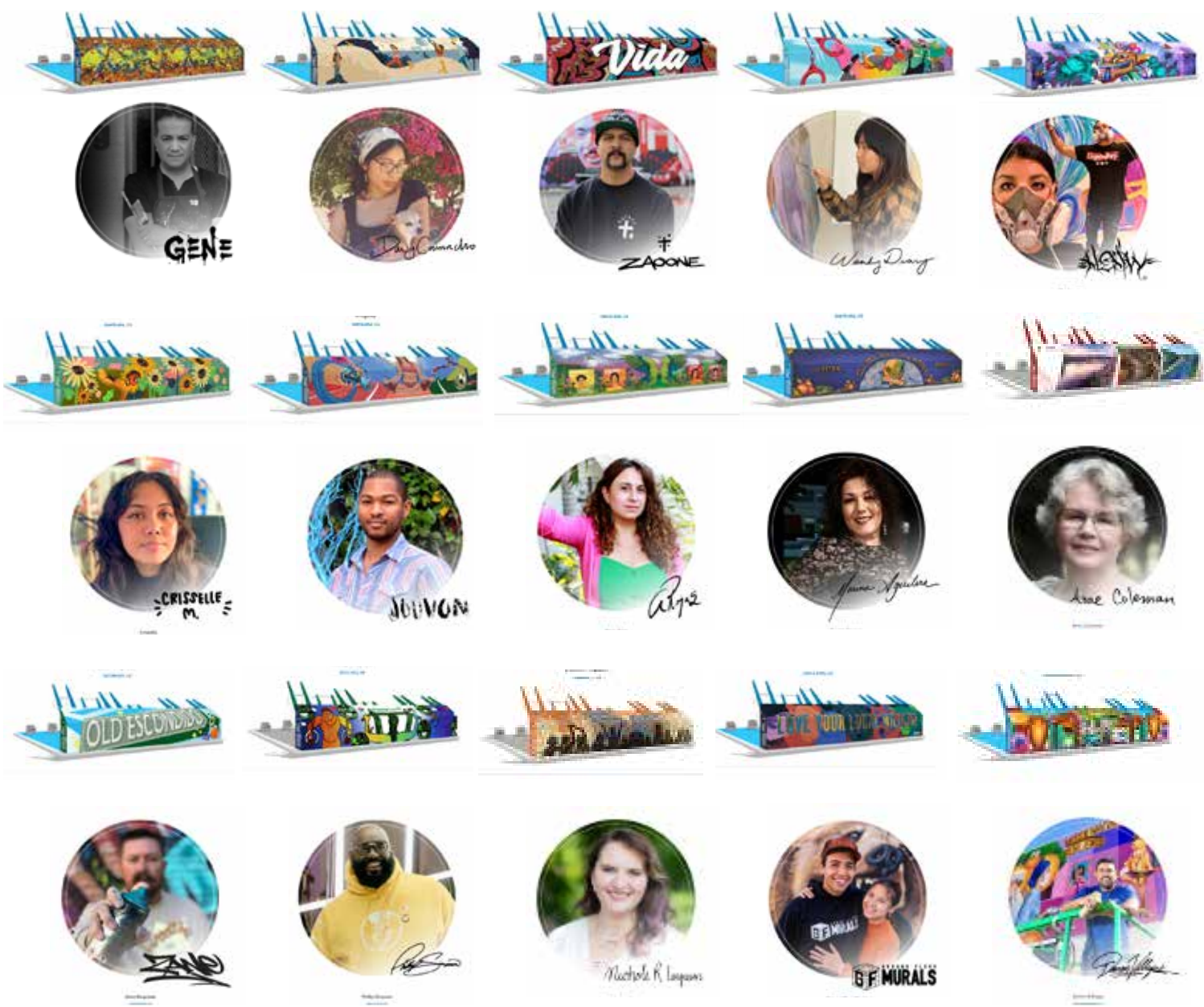




WE BUILD HEALTHY COMMUNITIES!

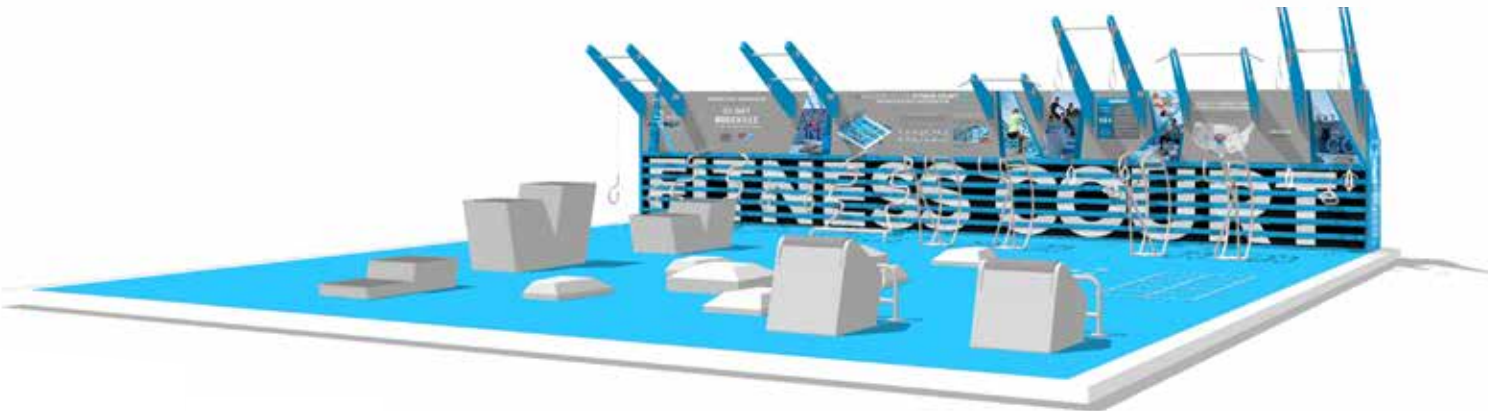
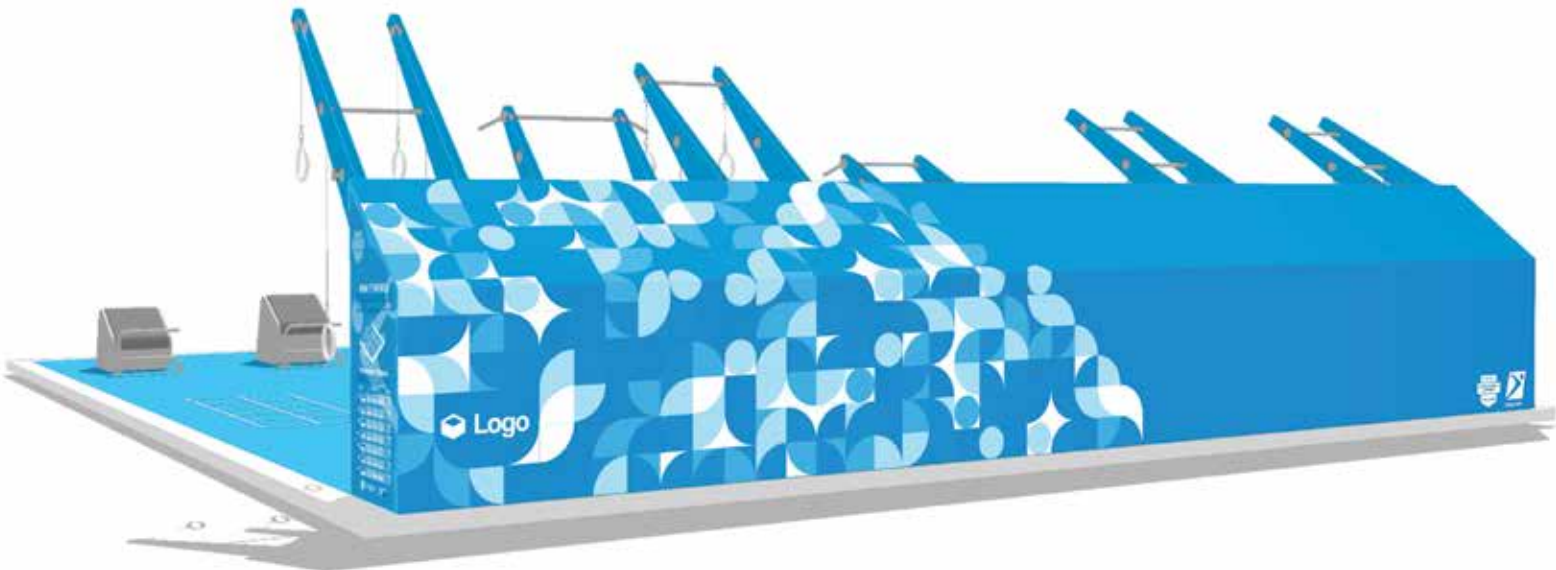
Fitness Court® Public Art

Inspiration Meets Wellness



ARTISTS FROM ACROSS THE
COUNTRY

Fitness Court® Public Art



2023 NFC Public Art Collection
No Additional Funding Required

EACH FITNESS COURT® IS A ONE-OF-A-KIND WORK OF ART.

NFC DESIGN STUDIO

Additional Funding Required:
\$10,000



LOCAL ARTIST

Additional Funding Required:
\$25,000



FEATURED ARTIST

Additional Funding Required
\$50,000
Limited licenses available



Campaign Overview

National Fitness Campaign

★ EST. 1979 ★
NATIONAL FITNESS CAMPAIGN
FITNESS COURT

A COMPREHENSIVE
COMMUNITY WELLNESS
PROGRAM

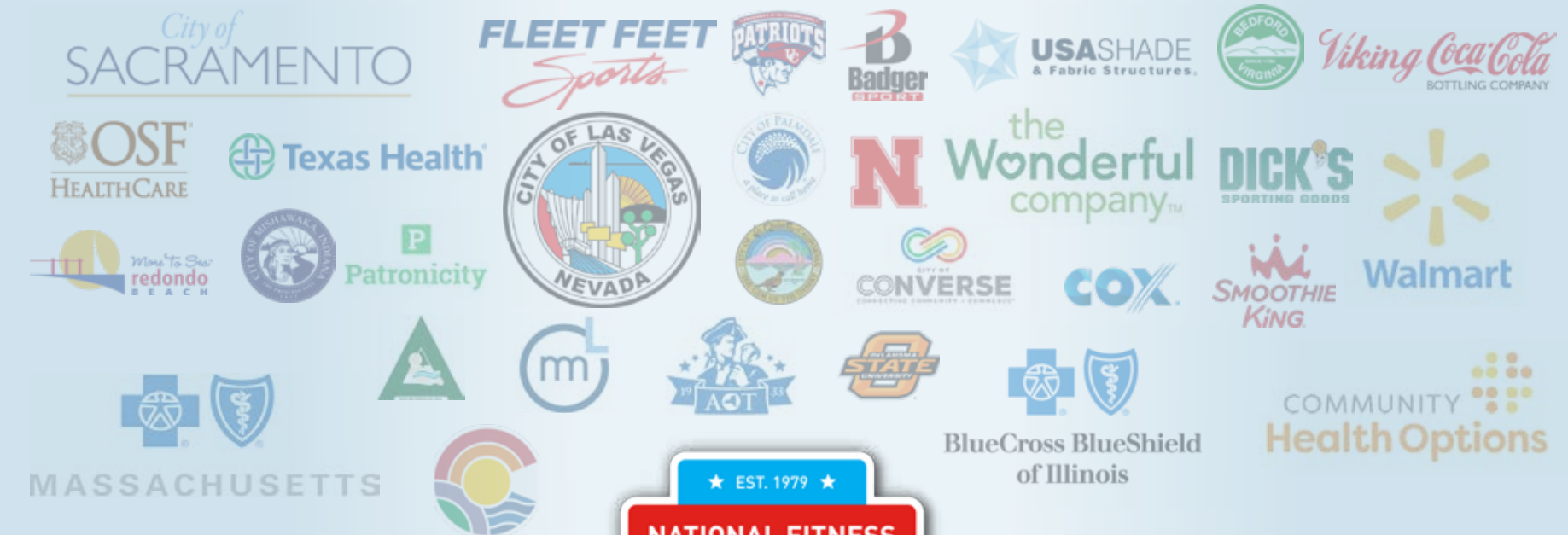


National Fitness Campaign Grows to 5000 Cities & Schools by 2030



NFC'S GOAL

BUILD A FREE OUTDOOR FITNESS COURT® WITHIN A 10 MINUTE BIKE RIDE OF EVERY AMERICAN



AMERICA'S LARGEST PUBLIC-PRIVATE WELLNESS PARTNERSHIP

MAJOR HEALTHCARE PROVIDERS
MUNICIPALITIES • SCHOOLS
INDUSTRY AFFILIATES • CORPORATIONS & LOCAL SPONSORS





NATIONAL FITNESS CAMPAIGN

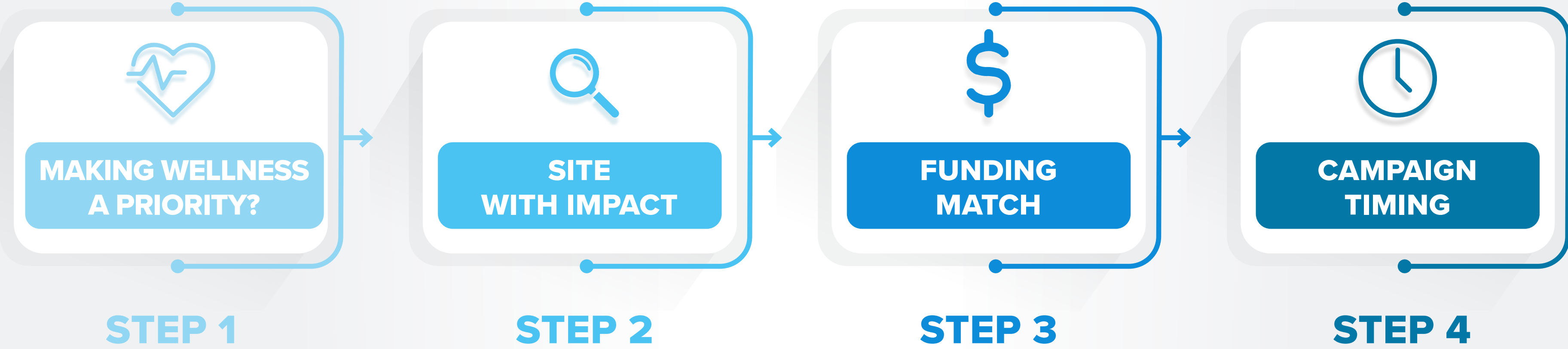
2023

200 PARTNERS

WE'RE PLEASED TO ANNOUNCE OUR 2023 CAMPAIGN

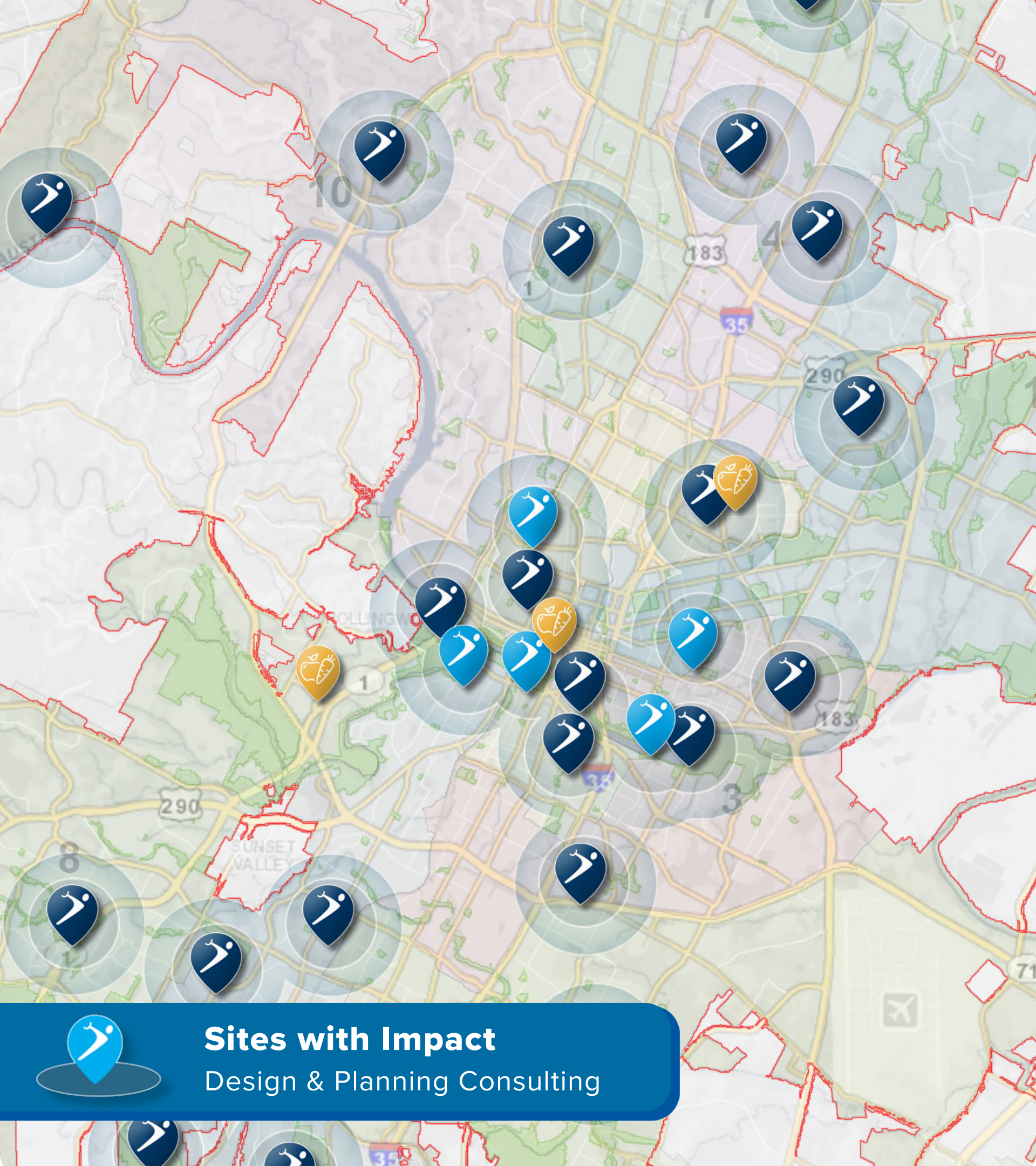
NFC Grant Requirements

Program Qualification



NFC GRANT PROGRAM QUALIFICATION REQUIREMENTS





Sites with Impact

Design & Planning Consulting

STEP 2

Qualify site locations for Funding

1

VISIBLE

Site locations must be recognizable with high visibility.



2

ACTIVE

Site locations must be heavily trafficked and centrally located.



3

CONNECTED

Site locations must be integrated with pedestrian infrastructure.



2023 CAMPAIGN FUNDING REQUIREMENT

NFC PROGRAM FUNDING

The Fitness Court® and National Campaign Services \$ 155,000

NFC Grant Funding Award  (\$30,000)

Art & Custom Color Options



NFC Standard
Included



NFC Design Studio
\$10,000



Local Artist
\$25,000



Featured Artist
\$50,000

OPTIONAL

NFC PROGRAM TOTAL \$125,000

CONCRETE SLAB

Can be performed in-house or in-kind est.\$ 0-20,000

NFC APPROVED INSTALLER NETWORK - INSTALLATION TEAM

Turn Key Fitness Court Assembly \$ 25,000
Art & Graphic Installation With Prevailing Wage Rates: \$27,000
Installation Partner (separate agreement)

Fitness Court installation is a specialized installation that requires expertise, proper certifications, and proven field experience

INSTALLATION & CONCRETE TOTAL ESTIMATE \$ 25,000-47,000

STEP 3



AWARDEE TOTAL
REMAINING
FUNDING
REQUIREMENT

PROGRAM + INSTALLATION

\$150,000-
\$170,000

Includes standard art collection

Alternate Funding Pathways

Federal | State | Local | Regional

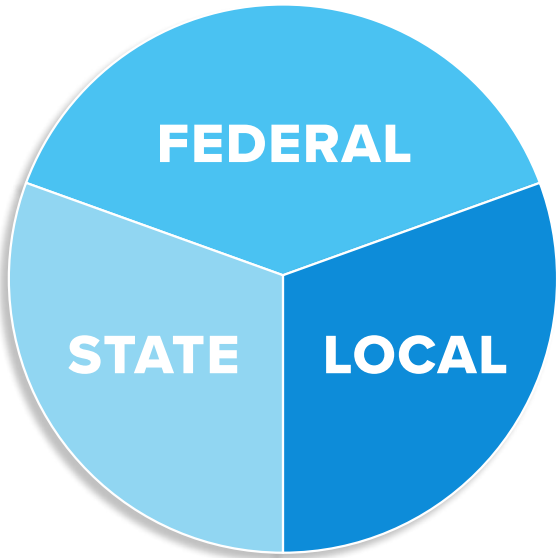


ALTERNATE FUNDING PATHWAYS

NFC CONSULTATIVE SUPPORT

STEP 4

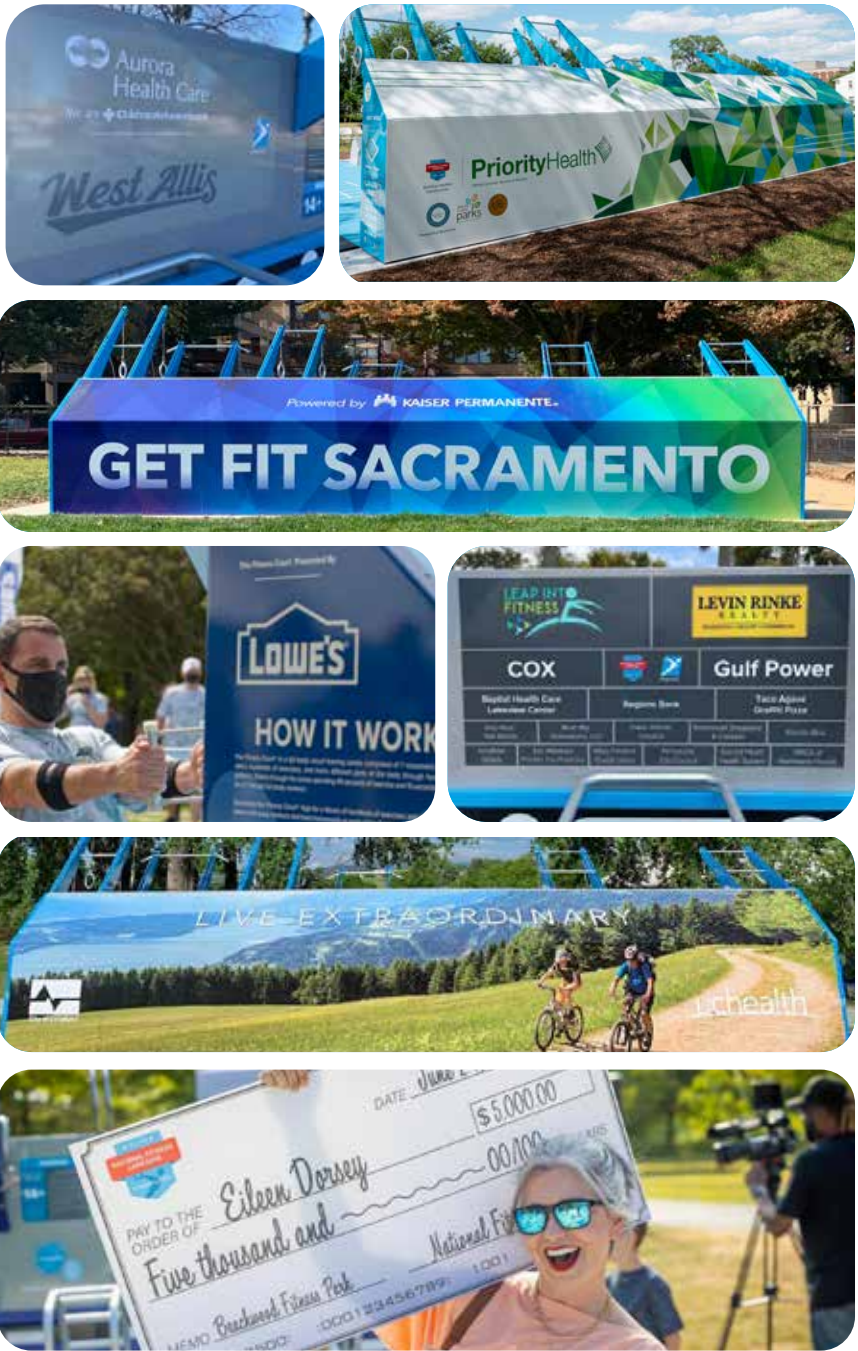
FEDERAL AND STATE FUNDING



Expert funding consulting
for eligible partners



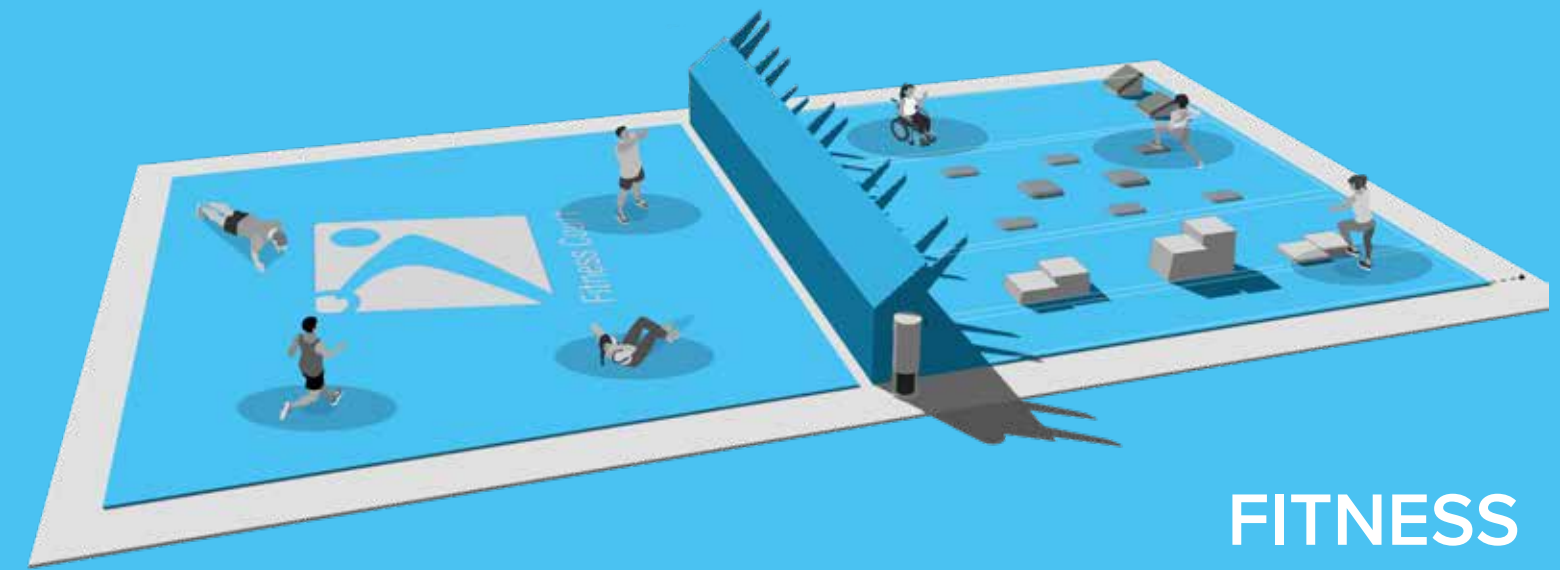
LOCAL AND REGIONAL SPONSORS





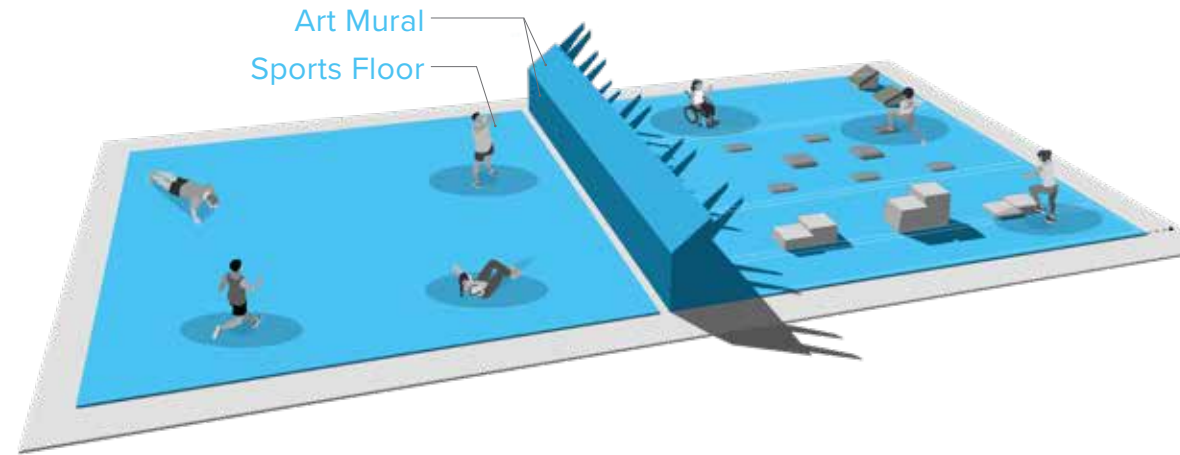
Fitness Court® Studio

Launching Nationwide 2023



FITNESS
ART
DANCE
YOGA
ZUMBA
PILATES
STRETCH





- World's first integrated outdoor gym experience with two programmable class rooms
- Over **2,000 square feet** of wellness infrastructure
- Includes **edge to edge art mural as studio** classroom backdrop
- Compatible with existing Fitness Courts® and your Fitness Court® network

ADDITIONAL FUNDING REQUIRED

\$35,000

***Limited Fitness Court Studio® programs available in each state in 2023*

INSTALLATION

Typically coordinated with Fitness Court Installation Partner (separate agreement)

est. \$7,500

CONCRETE SLAB ADDITION

Can be performed in-house or in-kind

est. \$0-20,000

ESTIMATE TOTAL WITH INSTALL

\$42,500-62,500



2023 GRANT APPLICATION PERIOD NOW OPEN



Campaign seeking qualified applicants able to meet the 2023 time frame for adoption and local funding match.

Partnership Qualification Process

Campaign Overview

PRE APPLICATION PHASE

- 1 Feasibility Review
- 2 Evaluation Call
- 3 Non-Binding Grant Application

AWARD PHASE

- 4 Award of Grant Eligibility *(First Come, First Served for Qualified Applicants)*
- 5 Local Adoption by Governing Body
- 6 Develop and Confirm Funding Match

LAUNCH PHASE

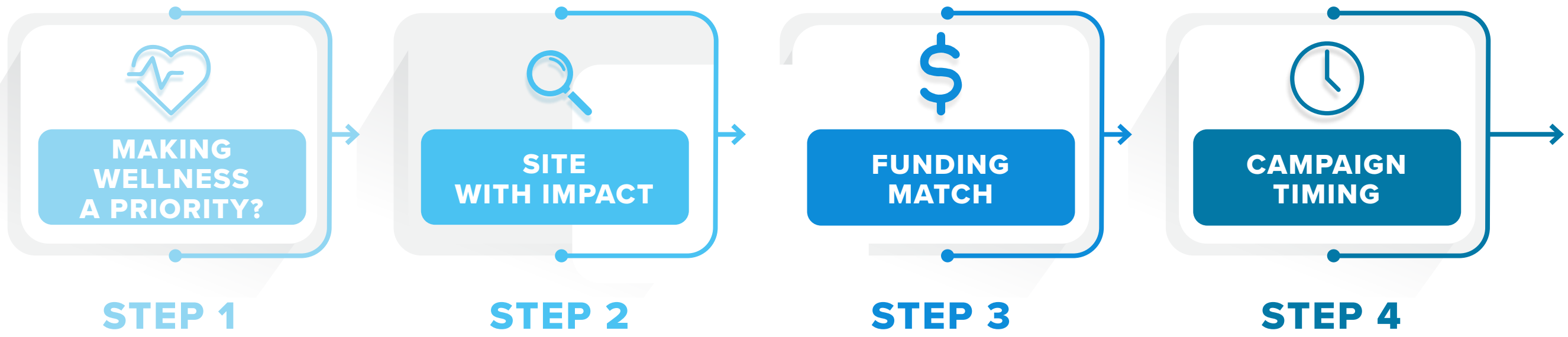
- 7 Shipment for Storage
- 8 Install Concrete Slab and Art Approval
- 9 Fitness Court Assembly
- 10 Press Launch Ceremony

FITNESS COURT OPEN!



Discussion - Q&A

National Fitness Campaign



**SCHEDULE
EVALUATION
CALL**

NEXT STEP





USA SHADE
& Fabric Structures®



Fitness Court® Shade Structures

USA SHADE is the official shade structure provider of the National Fitness Campaign. This shade structure has been designed specifically for the Fitness Court®, integrating beautifully with form and function.

For more information about the National Fitness Campaign, visit: www.nationalfitnesscampaign.com



Increases Use



UV Protection



Designed for
the Fitness Court®



Heightens
Aesthetics



Durable Fabrics



Need shade for your Fitness Court?

Contact **Angel Rich** at

Email: angel.rich@usa-shade.com

Phone: 1 (954) 649-6757

Copyright © 2021 by Shade Structures, Inc. All rights reserved.

Fitness Court Shade Structure

This document is intended to provide an estimated total budget for developing and implementing a shade structure over the The Fitness Court® with USASHade in collaboration with the National Fitness Campaign.



USA SHADE is the official shade structure sponsor of National Fitness Campaign. This unique shade structure has been designed specifically for the Fitness Court®, integrating beautifully with form and function.

Fitness Court® shade structures employ durable fabrics to boost UV protection, heighten aesthetics and increase overall use of the Fitness Court®.



Color Package

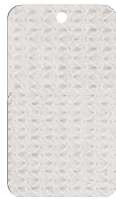
Post Option: _____ Shade Option: _____
Powder coated steel Canvas material



Tele-gray
115892



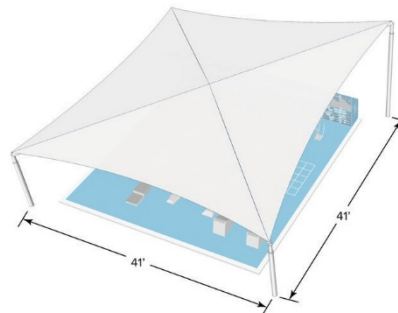
Navy Blue
Shade 90%
UV 94%



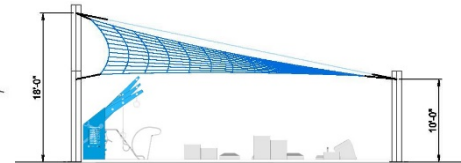
White
Shade 57%
UV 86%



Quick View



Side Profile



Shadesure® fabrics carry a 10 year limited manufacturer's warranty from the date of installation against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration.



STRUCTURE FUNDS

Shade Structure: **\$26,000*****
- 41'x41' Fabric Shade Structure
- 4 Powder Coated Steel Columns
- Galvanized Tension Cables
- Custom Color Design
- ***CA state fire Marshall may require specific fabric types.

Shipping and Handling: (Estimate will vary per location.) **\$3,000**

ESTIMATED FUNDING REQUIRED: **\$29,000**

*(Installation estimate will vary per location.)



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Application for the 2023 Healthy Cities Campaign and GRPA/NFC grant assistance program

AGENDA DATE: April 11, 2023

DATE PREPARED: March 29, 2023

PREPARED BY: Tracie Ivey, Recreation Director

AMOUNT: \$60,000/\$85,000+ Sponsorships

GL ACCOUNT #: N/A

FUNDING SOURCE: SPLOST, General Fund

BUDGETED ITEM: No

PURPOSE: We are seeking a Resolution of Support from the Villa Rica City Council for our application to the 2023 Healthy Cities Campaign and GRPA/NFC grant assistance program.

BACKGROUND: The Georgia Recreation and Park Association (GRPA) and National Fitness Campaign have partnered in the 2021 Healthy Cities Campaign. This year, only eight states were selected to participate in this national program – IL, NC, CO, CA, KS, MO, TX, and GA. If selected, the City of Villa Rica will receive a grant for \$30,000 toward the construction of a fully integrated Fitness Court, and complimented with planning, program implementation, and sponsor recruitment to help offset the total \$175,000 estimated project cost.

The impact of the Fitness Court is expected to be significant and fits in with the goals of Villa Rica Parks and Recreation Department. The Fitness Court will further enhance the amenities at Gold Dust Park and capitalize on the high volume of foot traffic on the walking paths and complement the nearby splash pad and tennis courts.

STAFF RECOMMENDATION: Staff is fully supportive of Villa Rica's application to the 2023 Healthy Cities Campaign and GRPA/NFC grant assistance program and is seeking a Resolution of Support from the Villa Rica City Council.

IMPACT: A Resolution of Support is required to apply for the Healthy Cities Program. A Fitness Court downtown would introduce a recreation/fitness element not currently available to downtown residents, workers, and visitors. The public art element of the project is consistent with the vision

of vitality of the downtown district, and the Court is consistent with the goals of the Villa Rica LCI

- establishing downtown as the ultimate destination location, connected by a citywide trail system and new roadway networks.

MOTION: I move to APPROVE the Resolution of Support for the City's application for the 2023 Healthy Cities Campaign and GRPA/NFC grant assistance program.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Watchguard Body Cameras
AGENDA DATE: 03/30/2023

DATE PREPARED: 03/30/2023
PREPARED BY: Capt. H. Ethredge

AMOUNT: \$12,138.00
GL ACCOUNT #: 746-3210-531600
FUNDING SOURCE: Technology Fund
BUDGETED ITEM? No

PURPOSE: To replace seven broken, unserviceable body cameras with the current model which is compatible with our Watchguard Video evidence system.

BACKGROUND: VRPD issues a body camera to all patrol officers assigned to field duty. These units are critical in gathering evidence, conducting criminal prosecutions, investigating complaints, and generally documenting police actions. The original model of body camera purchased and issued by VRPD has been phased out by Motorola and they are no longer servicing broken units. This purchase both replaces and upgrades the body cameras which are no longer in service to ensure each officer continues to have access to a camera. Prior to phasing out the old models, Watchguard would accept broken cameras in partial trade towards a replacement. That program is not an option in this situation since that model of camera is no longer available for purchase.

STAFF RECOMMENDATION: We recommend you allow the police department to purchase seven replacement body cameras from Watchguard Video. Watchguard is our current supplier for body cameras and they are the sole supplier for cameras compatible with their video system. The money for this purchase would be taken from the Technology Fund which is comprised of fees gathered from citations and are specifically dedicated for purchases such as this.

IMPACT: Failing to replace the broken and unserviceable cameras would result in VRPD having an insufficient number of body cameras for each officer to be assigned a unit.

MOTION: I move to allow the police department to purchase seven V300 body cameras from Watchguard Video in the amount of \$12,138.00 utilizing money from the Technology Fund.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Auction of non-running/retired Police Department vehicles on Gov Deals.com
AGENDA DATE: 4/11/2023

DATE PREPARED: 3/28/2023
PREPARED BY: Charlie Davis- Deputy Public Works Director

AMOUNT: 7.5% of total sale price after the auction, funds are taken out of our payments
GL ACCOUNT #: General Fund
FUNDING SOURCE: N/A
BUDGETED ITEM? N/A
PUBLIC HEARING: N/A

PURPOSE: To make additional room in the Avanti Building by auctioning our surplus and non-running vehicles on GovDeals.com

BACKGROUND: We have used GovDeals Online Auction with good success since 2009 to auction off our vehicles and small equipment that is no longer feasible to repair. We have 5 vehicles that are taking up space that we badly need in the Avanti Building. These are 5 older Police vehicles that are unassigned and poor in condition with high mileage and have some mechanical issues.

- **2006 Mercury Marquis-** retired from PD use
- **1989 Ford Taurus-** retired from PD use
- **2004 F150 Pickup-** retired from PD use
- **2008 Crown Victoria-** retired from PD use
- **2011 Crown Victoria-** retired from PD use

GovDeals.com takes 7.5% of the sale as payment, and handles all paperwork and transactions, and then sends us a check. Everything is all listed nationwide on their website. The vehicles are sold as is/where is. Buyers have 30 days to pick them up after payment is received. If they do not, GovDeals relists for no charge to us, and resells them.

STAFF RECOMMENDATION: To allow us to proceed with auctioning these 5 vehicles to make more space in the Avanti Building for day-to-day operations.

IMPACT: Free up parking space and receive funds for salvaged vehicles no longer in use.

MOTION: I move that we approve GovDeals.com to list our 5 surplus vehicles for auction to the highest bidder on their website.



The Benefits of Our Police PIT Training Bumper System

- Easily bolts on and off
- Fast and easy to install
- No welding and fabrication
- Built for durability and safety
- Reusable on different vehicles
- Cost-effective police training solution



Police Industrial Technology was established after assisting the Fresno Police Department with a pit bumper design project. The Fresno Police Department, located in the Central Valley of California, built a 15-million-dollar regional training facility in the Summer of 2011. As we began researching pit bumpers, we found that the bumpers being utilized were too heavy and bulky and not at all realistic for training purposes. Police Industrial Technology designed a light weight pit bumper suited to be utilized in a full pursuit on

EVOC courses. Over the past two years, The Fresno Police Department has been using these newly designed pit bumpers with incredible results. Police Industrial Technology was started with two things in mind, OFFICER SAFETY, realistic officer training programs and economical pricing. Purchasing Police Industrial Technology brand pit bumpers is a definite cost savings plan for your department.



OUR CUSTOMERS INCLUDE:

- U.S. Department of State
- Illinois State Police
- Texas Department of Public Safety
- Baldwin County Sheriff's Department, AL
- Bondurant Racing School, AZ
- Fresno Police Department, CA
- Clovis Police Department, CA
- Monterey County Sheriff's Department, CA
- Stanislaus County Sheriff's Department, CA
- Fremont Police Department, CA

- Vacaville Police Department, CA
- Modesto Police Department, CA
- Alameda County Sheriff's Department, CA
- Oakland Police Department, CA
- Vallejo Police Department, CA
- Denver Police Department, CO
- **Forsyth County Sheriff's Department, GA**
- Indianapolis Police Department, IN
- South Carolina Highway Patrol, SC
- Lubbock Police Department, TX
- TPS Armoring, TX
- Lakeshore College, WI
- Harris County Sheriff's Department, TX





The Benefits of Our Police PIT Training Bumper System

- Easily bolts on and off
- Fast and easy to install
- No welding and fabrication
- Built for durability and safety
- Reusable on different vehicles
- Cost-effective police training solution



Police Industrial Technology was established after assisting the Fresno Police Department with a pit bumper design project. The Fresno Police Department, located in the Central Valley of California, built a 15-million-dollar regional training facility in the Summer of 2011. As we began researching pit bumpers, we found that the bumpers being utilized were too heavy and bulky and not at all realistic for training purposes. Police Industrial Technology designed a light weight pit bumper suited to be utilized in a full pursuit on

EVOC courses. Over the past two years, The Fresno Police Department has been using these newly designed pit bumpers with incredible results. Police Industrial Technology was started with two things in mind, OFFICER SAFETY, realistic officer training programs and economical pricing. Purchasing Police Industrial Technology brand pit bumpers is a definite cost savings plan for your department.



OUR CUSTOMERS INCLUDE:

- U.S. Department of State
- Illinois State Police
- Texas Department of Public Safety
- Baldwin County Sheriff's Department, AL
- Bondurant Racing School, AZ
- Fresno Police Department, CA
- Clovis Police Department, CA
- Monterey County Sheriff's Department, CA
- Stanislaus County Sheriff's Department, CA
- Fremont Police Department, CA

- Vacaville Police Department, CA
- Modesto Police Department, CA
- Alameda County Sheriff's Department, CA
- Oakland Police Department, CA
- Vallejo Police Department, CA
- Denver Police Department, CO
- **Forsyth County Sheriff's Department, GA**
- Indianapolis Police Department, IN
- South Carolina Highway Patrol, SC
- Lubbock Police Department, TX
- TPS Armoring, TX
- Lakeshore College, WI
- Harris County Sheriff's Department, TX



POLICE INDUSTRIAL TECH.

Quotation

3904 N Ann
Fresno Ca 93727
(559) 593-1458

DATE 3/28/2023
Quotation # 20230228
Customer ID

Quotation For:
Charles M Davis
City of Villa Rica
106 Temple St
Villa Rica, GA 30180
770-550-6099

Quotation valid until: 4/7/2023
Prepared by:

Instructions:

Enter a T in each row that should be
taxed. (Note: This box won't print.)

Comments or Special Instructions: None

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
					Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
2	Front and rear PIT bumper kit	8,010.00		16,020.00
1	Shipping	750.00		750.00

SUBTOTAL	\$ 16,770.00
TAX RATE	8.60%
SALES TAX	-
OTHER	-
TOTAL	\$ 16,770.00

If you have any questions concerning this quotation, contact John Hustedde 559-593-1458 or john@pitbumper.co

THANK YOU FOR YOUR BUSINESS!



CITY OF VILLA RICA

City Council Packet

SUBJECT: Sunset Tank Demolition

AGENDA DATE: April 11, 2023

DATE: March 28, 2023

PREPARED BY: John Bain, Utilities Director

AMOUNT: \$ 29,200.00

GL ACCOUNT#: 505-4420-541400

FUNDING SOURCE: Water and Sewer Fund

BUDGETED ITEM: Yes

PURPOSE: To engage with Iseler Demolition for the removal of the Sunset water tank located near 6th Street.

BACKGROUND: The Sunset tank was removed from service in spring 2018, as system improvements mitigated any advantages in pressures provided by the tank. All system pumps and piping have been disconnected from the tank.

The City engaged with Carter & Sloope Engineering to seek out vendors who could dismantle and remove the tank. Carter & Sloope contacted multiple steel tank erectors, and the consensus was that while each did not perform tank demolition, those we spoke with recommended Iseler Demolition. Iseler Demolition was the only vendor to submit a bid.

STAFF RECOMMENDATION: Based on the review of the proposal and through discussions with Iseler, staff recommends engaging with Iseler Demolition for the removal of the Sunset water tank, at a cost of \$ 29,200.00.

MOTION: I move to approve the Mayor to sign the agreement with Iseler Demolition, Incorporated, for the demolition and removal of the Sunset water tank, at a cost of \$ 29,200.00.



February 6, 2023

Mr John Bain, Utilities Director
City of Villa Rica
571 Bankhead Hwy
Villa Rica, GA 30180
jbain@villarica.gov

Re: West Plant Pump Station
Screen Addition

Dear Mr. Bain,

On March 8, 2023, bids were opened on the above referenced project. Two bids were received as follows.

- Grizzard and Associates Inc. \$1,500,000
- IHC Construction Companies \$2,564,100

Attached for your review is a detailed bid tabulation of the bids received.

We have reviewed the submittal in its entirety and recommend that the project be awarded to Grizzard and Associates, Inc in the amount of \$1,500,000. Should you have any questions or need additional information, please do not hesitate to call.

Sincerely,
P.C. Simonton Engineering, LLC

Paul C. Simonton

Paul C. Simonton, PE
President



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: West Plant Pump Station Screen Addition
AGENDA DATE: April 11, 2023

DATE PREPARED: March 30, 2023
PREPARED BY: John Bain

AMOUNT: \$ 1,500,000
GL ACCOUNT #: 505-4330-541400
FUNDING SOURCE: Water and Sewer Fund
BUDGETED ITEM? Yes

PURPOSE: To engage with Grizzard & Associates for the installation of the west plant influent pump station screen structure.

BACKGROUND: All flows to the West Plant pass through the influent pump station and are pumped through one of three 100 Hp pumps. Screening structures are used to protect the pumps from large debris in the sewer collection system. These screening structures also protect all downstream functions in the wastewater treatment plant, including pumps, mixers, channels, and filter systems. The City had previously purchased a bar screen from Huber Technologies for this purpose. This proposal is for the modification of the influent pump station and the installation of the screening structure.

Simonton Engineering designed the project and requested bids. With two bids received, Grizzard and Associates is the apparent low bidder, with a bid of \$ 1,500,000.00.

Contractor	Total Base Bid
Grizzard and Associates Inc.	\$1,500,000.00
IHC Construction Companies	\$ 2,564,100.00

STAFF RECOMMENDATION: Upon review of the bids and discussions with Simonton Engineering and the contractor, staff recommends approval of the bid from Grizzard and Associates, at a cost of \$ 1,500,000.00.

IMPACT: The installation of the screening structure will protect the influent pumping station and the west plant from damage caused by debris entering the system.

MOTION: I move to approve the Mayor to sign the agreement with Grizzard and Associates for the West Plant Pump Station Screen Addition, at a cost of \$ 1,500,000.00.

**West Plant Influent Screen
for
City of Villa Rica
SE Project No. 2021-136**

I Certify that this tabulation is a true
and representation of the bids
received on March 8, 2023



Item No.	Estimated Quantity	Units	Description	Grizzard & Associates, Inc.		IHC Construction	
				Total Price	Total Price	Total Price	Total Price
1	1	LS	Clearing & Grubbing		\$25,000.00		\$ 3,600.00
2	1	LS	Grading		\$10,000.00		\$ 15,000.00
3	1	LS	Demolition		\$50,000.00		\$ 32,000.00
4	500	LF	Silt Fence	\$17.00	\$8,500.00	\$6.00	\$ 3,000.00
5	1	LS	Grassing		\$6,300.00		\$ 6,000.00
6	1	EA	Construction Exit		\$5,000.00		\$ 6,000.00
7	1	EA	Concrete Containment Basin		\$500,000.00		\$ 5,000.00
8	1	LS	Bypass Pumping		\$50,000.00		\$ 50,000.00
9	1	LS	Screen Channel		\$500,000.00		\$ 1,882,000.00
10	1	LS	Connect to Existing WetWell		\$20,000.00		\$ 50,000.00
11	2	EA	Blower Installation Complete	\$30,000.00	\$60,000.00	\$75,000.00	\$ 150,000.00
12	1	LS	Replacement of Gas Sensor		\$15,200.00		\$ 6,500.00
13	1	EA	Screen Installation		\$50,000.00		\$ 45,000.00
14	1	LS	Electrical		\$50,000.00		\$ 115,000.00
15	1	LS	Roof Installation & Structure		\$75,000.00		\$ 75,000.00
16	1	LS	Mobilization		\$75,000.00		\$ 120,000.00
			TOTAL		\$1,500,000.00		\$ 2,564,100.00



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Easement Request from Georgia Power

AGENDA DATE: April 11, 2023

DATE PREPARED: March 31, 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: This item was tabled at the March 14 City Council meeting. 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 Norfolk Southern for Engineering Services for the Highway 78 Downtown Pedestrian Crossing

AGENDA DATE: April 11, 2023
PREPARED BY: Tom Barber

DATE PREPARED: March 31, 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: This item was tabled at the March 14 City Council meeting. 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.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: To Authorize Staff to Request for Traffic Signal/Flashers from GDOT

AGENDA DATE: April 11, 2023

DATE PREPARED: March 31, 2023

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: TBD

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To authorize staff to request a traffic signal/flashers on Highway 78.

BACKGROUND: GDOT requires an application from the City in order for us to install a pair of flashers on Highway 78. This signal will facilitate pedestrian traffic from the sidewalk on the south side of downtown to the railroad ROW.

STAFF RECOMMENDATION: Staff recommends that City Council authorize the City Manager to apply for a traffic signal on Highway 78 in our downtown.

IMPACT: The traffic signal/flashers will make it safer for pedestrians to walk from the sidewalk on the south side of the railroad across Highway 78 to the Norfolk Southern right-of-way. The City will be required to cover the entire cost of the signal's purchase, installation, maintenance and operation.

MOTION: I move to authorize the City Manager to request permission from the Georgia Department of Transportation to install a pair of traffic signals on Highway 78.