

CITY COUNCIL
JEFF REESE, MAYOR
GIL MCDOUGAL, MAYOR PRO-TEM
VERLAND BEST
DANNY CARTER
SHIRLEY MARCHMAN
LESLIE MCPHERSON

City of Villa Rica



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

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

MAYOR & COUNCIL MONTHLY MEETING AGENDA

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

March 6, 2018 | 6:00 PM

Meeting Call to Order (Mayor Jeff Reese)

Invocation (Councilman Danny Carter)

Pledge of Allegiance Mayor Jeff Reese)

Ceremonial Presentations (Mayor & Council)

- Employee Anniversary: Terri Bowles - 15 Years of Service

Adoption of the Agenda (Mayor Jeff Reese)

Council Updates (Subjects of General Interest and Concern)

City Manager's Report (Tom Barber)

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

Consent Agenda

The Consent Agenda is a single item that encompasses all things the City Council would normally approve with little comment. Each of these items were discussed at the Thursday, March 1, 2018, Council Work Session, and it was the unanimous consensus of the Governing Body to place the following items on the Consent Agenda.

1. Bank of the Ozarks - Security Agreement and Custodial Services Agreement
2. Fullerville Trailhead - Georgia Department of Transportation Supplemental Agreement (PI 0010457)
3. July 3rd Fireworks Display Contractor Recommendation
4. July 3rd Fireworks Entertainment - Departure Band
5. Emergency Purchases Over \$10,000 - Emergency Replacement of the Variable Frequency Drive (VFD) At West Wastewater Plant

6. Railroad Fines 2018

A. Governing Body (Mayor Jeff Reese)

1. Approval of Meeting Minutes:
 - a. Special Called Meeting of January 18, 2018
 - b. Monthly Meeting of February 6, 2018
2. Pet Event at the MILL
3. City Manager Evaluation
4. Discussion Of Post Office Road
5. Charter Discussion

B. Finance (Sarah Hefty, CFO)

1. January 2018 Financial Update
2. Ordinance for Better Collection and Administration of Hotel-Motel Tax
3. Update Fees and Deposit Amounts for Utility Billing

C. Community Development (Bobby Elliott, Director)

1. ABL-02-18: Alcohol Beverage License for PKR Investments, LLC: Approval to allow applicant to sell retail package malt beverages & wine at 205 S. Carroll Road, Villa Rica, GA 30180
2. RA-05-18: Rezoning of property located at 78 Herrell Road, Villa Rica, GA 30180
3. Crosswalk at Wilson Street and South Carroll Road

D. Police (Chief Michael Mansour)

1. Public Defender Replacement

E. Economic Development (Christopher Pike, Director)

1. Annual Villa Rica Community Easter Sunrise Service

Adjournment



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Bank of the Ozarks Security Agreement for Funds Held in Deposit and Custodial Services Agreement

AGENDA DATE: March 6, 2018

DATE PREPARED: 2/19/2018

PREPARED BY: Sarah Hefty

AMOUNT: n/a

GL ACCOUNT #:

PURPOSE: To secure the City's deposits held at Bank of the Ozarks.

BACKGROUND: It is important for the City to ensure that our deposited funds (bank accounts) are protected in case of bank failure. In order to secure our funds, Bank of the Ozarks pledges securities as collateral. The securities that are pledged must hold a market value of at least 110% of our deposited funds. For example, if we have \$6,000,000 in our pooled account at the bank, the bank must have \$6,600,000 in collateral pledged to the City.

As another layer of protection, Bank of the Ozarks gives another bank, First National Bankers Bank, actual custody of the collateral.

STAFF RECOMMENDATION: To approve the Security Agreement and the Custodial Services Agreement with Bank of the Ozarks in order to collateralize the City's deposited funds.

MOTION: I move that we approve and authorize the Mayor to sign both the Security Agreement for Funds Held in Deposit and the Custodial Services Agreement with Bank of the Ozarks.

**SECURITY AGREEMENT FOR FUNDS HELD IN DEPOSIT
(GEORGIA)**

This Security Agreement for Funds Held in Deposit (this “**Agreement**”) entered into as of the 6th day of March, 2018, by and among City of Villa Rica (the “**Depositor**”), Bank of the Ozarks, Little Rock, Arkansas (the “**Institution**”), and BOTO Holdings, Inc., Frisco, Texas (the “**Pledgor**”).

WITNESSETH:

WHEREAS, the **Depositor** is City of Villa Rica and

WHEREAS, pursuant to the *Official Code of Georgia Annotated*, (O.C.G.A.) § 45-8-10, the **Institution** has been designated as a depository of the funds of City of Villa Rica; and

WHEREAS, the **Pledgor** is a wholly-owned subsidiary of the **Institution** created by the **Institution** solely for the purpose of pledging securities as collateral for the deposit of public funds held by the **Institution**; and

WHEREAS, the **Pledgor** has agreed, on behalf of the **Institution**, to secure the funds of the **Depositor** so deposited with it by conveying to the **Depositor** a security interest in eligible securities of the type eligible to be pledged pursuant to O.C.G.A § 45-8-12 and § 50-17-59, which are owned by the **Pledgor**;

NOW, THEREFORE, in consideration of the **Depositor** depositing certain of its funds with the **Institution**, and for other good and valuable consideration, it is agreed between the **Depositor**, the **Institution**, and the **Pledgor** as follows:

1. For the purpose of securing the funds deposited by the **Depositor** with the **Institution**, the **Pledgor**, on behalf of the **Institution**, hereby agrees to assign, transfer, pledge and convey to the **Depositor** a perfected security interest in eligible securities of the type eligible to be pledged pursuant to O.C.G.A § 45-8-12 and § 50-17-59, which are owned by the **Pledgor**. The securities pledged as collateral hereunder (“**Collateral**”) shall at all times have a market value equal to not less than 110% (the “**Maintenance Percentage**”) of the amount of funds of the **Depositor** so deposited with the **Institution**. Each pledge of securities as **Collateral** hereunder shall be made as follows:

- (a) In the case of any uncertificated securities issued by the United States and registered in the name of the **Pledgor** by First National Bankers Bank of Baton Rouge, or any branch thereof, by delivery by the **Pledgor** to the **Depositor** or a written confirmation setting forth the securities pledged and also by the **Pledgor** identifying on its books and records as being pledged to the **Depositor** specific securities or a quantity of specific securities that constitute or are part of a fungible bulk of securities owned by the **Pledgor**;
- (b) In the case of any uncertificated securities issued by the United States and held for the account of the **Pledgor** by another financial intermediary (a bank or a securities broker-dealer), by delivery by the financial intermediary to the **Pledgor** and the **Depositor** of a written confirmation setting forth the securities pledged, together with identification by the **Pledgor** on its books and records of the pledge of such securities to the **Depositor** and identification by the financial intermediary on its books and records of the pledge of such securities to the **Depositor**;

- (c) In the case of any securities issued in the form of certificates and held in the **Pledgor's** possession, by delivery or transfer of such certificates (in bearer form or with instruments of transfer duly endorsed in blank) to the address or account of the **Depositor**; and
- (d) In the case of any securities issued in the form of certificates and held in the possession of a financial intermediary (a bank or a securities broker-dealer) for the account of the **Pledgor**, by delivery or transfer of such certificates (in bearer form or with instruments of transfer duly endorsed in blank) to the address or account of the **Depositor** or by delivery by the financial intermediary to the **Depositor** and the **Pledgor** of a written confirmation setting forth the securities pledged together with identification by the **Pledgor** on its books and records of the pledge to the **Depositor** of the specific certificated securities held in the financial intermediary's possession and identification by the financial intermediary on its books and records of the pledge to the **Depositor** of the specific certificated securities held in its possession for the account of the **Pledgor**.

Each written confirmation delivered to the **Depositor** pursuant to this Agreement shall set forth, at a minimum, (i) a description of the securities pledged as collateral hereunder, including the type, cusip number, maturity date, interest rate and par amount of each security pledged, (ii) the amount of funds of the **Depositor** on deposit with the **Institution** as of the date of the confirmation, (iii) the market value of the securities pledged as collateral as of a recent date, and (iv) a statement that the confirmation has been delivered to the **Depositor** pursuant to the terms of this Agreement.

2. If at any time the ratio of the market value of the **Collateral** to the amount of funds on deposit with the **Institution** is less than the **Maintenance Percentage**, then the **Pledgor**, on behalf of the **Institution**, shall assign, pledge and convey a security interest and transfer to the **Depositor** securities of the type eligible to be pledged pursuant to *O.C.G.A § 45-8-12 and § 50-17-59*, and in such amount so that the ratio of the market value of such pledged securities to the amount of funds on deposit with the **Institution** shall be at least equal to the **Maintenance Percentage**. Any additional pledge of **Collateral** hereunder shall be approved by an officer of the **Pledgor** duly authorized by resolutions of the Board of Directors of the **Pledgor** to approve substitutions of collateral, releases of collateral, and additional pledges of collateral under this Agreement ("**Duly Authorized Pledgor Officer**").

3. The **Pledgor** shall have the right, from time to time, after approval by a **Duly Authorized Pledgor Officer**, to withdraw any of the pledged securities and substitute therefore other pledged securities of the same type and of like amount of the securities withdrawn upon compliance with the requirements of paragraph 1 hereof and delivery to the **Depositor** of written notice of such substitution, specifically identifying the securities withdrawn and the securities substituted therefore.

4. Any pledge by the **Pledgor** hereunder shall be a continuing pledge and shall secure not only such deposits that are held by the **Institution** at the time of the transfer of the **Collateral** by the **Pledgor** to the **Depositor** hereunder, but also any and all subsequent deposits of funds with the **Institution** by the **Depositor**, notwithstanding the account or accounts in which such funds may be held or identified by the **Institution**.

5. The pledge of **Collateral** by the **Pledgor** to secure the deposits of the **Depositor** with the **Institution** shall be in addition to, and shall in no way eliminate or diminish, any insurance coverage to which the **Depositor** may be entitled under the rules and regulations of the Federal Deposit Insurance Corporation or any private insurance carried by the **Institution** for the purpose of protecting the claims and rights of its depositors.

6. It is agreed that when the **Institution** shall have paid out and accounted for all the funds of the **Depositor** so deposited with the **Institution**, then and in that event any and all securities pledged by the **Pledgor** as **Collateral** under this Agreement shall be released from the security interest created hereunder, and the **Pledgor** and the **Depositor** shall take whatever actions may be necessary to cause a transfer of such securities to the **Pledgor** free and clear of any liens created hereunder.

7. The **Institution** hereby represents to the **Depositor** that (i) it has been designated as a depository pursuant to O.C.G.A § 45-8-1, (ii) the execution and delivery of this Agreement has been approved by its Board of Directors, and (iii) the execution and delivery of this Agreement will not violate or be in conflict with the Articles of Association or By-laws of the **Institution**, any agreement or instrument to which the **Institution** may be a party, or any internal policy of the **Institution** adopted by its Board of Directors.

8. The **Pledgor** hereby represents to the **Depositor** that (i) it is a wholly-owned subsidiary of the Institution (which has been designated as a depository pursuant to O.C.G.A § 45-8-1), (ii) it has, or will have at the time of delivery of any securities as **Collateral** under this Agreement, the right, power and authority to grant a security interest therein with priority over any other rights or interests therein, (iii) the execution and delivery of this Agreement and the pledge of securities as **Collateral** hereunder has been approved by its Board of Directors, and (iv) the execution and delivery of this Agreement and the pledge of securities as **Collateral** hereunder will not violate or be in conflict with the Articles of Association or By-laws of the **Pledgor**, any agreement or instrument to which the **Pledgor** may be a party, or any internal policy of the **Pledgor** adopted by its Board of Directors.

9. All of the terms and provisions of this **Agreement** shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. The **Agreement** may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

11. In any action or proceeding which a party may be required to prosecute to enforce its respective rights hereunder, the unsuccessful party therein agrees to pay all reasonable costs incurred by the prevailing party therein, including reasonable attorney's fees, to be fixed by the court, and said costs and attorney's fees shall be made a part of the judgment of said action.

12. This **Agreement** shall be governed by and construed in accordance with the laws of the State of Georgia and it supersedes any and all prior agreements, arrangements or understandings with respect to the subject matter hereof.

13. No provision of this **Agreement** may be waived except by a writing signed by the party to be bound thereby and any waiver of any nature shall not be construed to act as a waiver of subsequent acts.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

INSTITUTION:

Bank of the Ozarks
Little Rock, AR

Address for Notices:
Bank of the Ozarks
Attn: Drew Harper
P.O. Box 8811
Little Rock, AR 72231

ATTEST:

By:

[Drew Harper] (Signature)

Title: EVP

PLEDGOR:

BOTO Holdings, Inc.
Frisco, TX

Address for Notices:
BOTO Holdings, Inc.
Attn: Kristi Harper
5178 Preston Rd.
Frisco, TX 75034

ATTEST:

By:

[Kristi Harper] (Signature)

Title: Secretary

DEPOSITOR:

City of Villa Rica
Villa Rica, GA 30180

Address for Notices:
City of Villa Rica
Attn: Jeff Reese
571 W. Bankhead
Hwy Villa Rica, GA
30180

ATTEST:

[Jeff Reese, Mayor] (Signature)

CERTIFICATE OF CORPORATE RESOLUTIONS

I, Helen Brown the duly elected, qualified and acting Secretary of Bank of the Ozarks, Little Rock, AR, (“**Institution**”), do hereby certify that set forth below is a true, correct and complete copy of resolutions adopted by the Board of Directors of the **Institution** at a meeting duly convened and held, pursuant to notice properly given or waivers of notice properly made pursuant to applicable banking laws, on March 6th, 2018, at _____ o’clock, __.m., at which meeting a quorum for the transaction of business was at all times present and acting, and that said resolutions, approvals, and authorizations have not been amended or revoked and are now in full force and effect:

RESOLVED, that the Security Agreement for Funds Held in Deposit (“**Agreement**”) by and between Bank of the Ozarks, Little Rock, AR (**Institution**), BOTO Holdings, Inc. (“**Pledgor**”) and of City of Villa Rica (“**Depositor**”), dated as of March 6th, 2018, is hereby approved and the President and the Secretary of the **Institution** be, and they hereby are, authorized, empowered and directed, for and in the name of and on behalf of the **Institution**, to execute such **Agreement** and deliver it to **Depositor** and **Pledgor**; and

FURTHER RESOLVED, that the Secretary of the **Institution** be, and he hereby is, authorized, empowered and directed to maintain the **Agreement** as an official record of the **Institution** until its revocation, rescission or termination; and

FURTHER RESOLVED, that the officers of the **Institution** be, and they hereby are, authorized, empowered and directed to take such actions and to execute and deliver such documents and instruments as they may deem necessary to satisfy the obligations and covenants of the **Institution** under the **Agreement** and to carry out the intents, purposes and objects of these resolutions.

WITNESS my hand and seal this _____ day of _____, 20 ____.

(SEAL)

Secretary

CERTIFICATE OF CORPORATE RESOLUTIONS

I, Kristi Harper, the duly elected, qualified and acting Secretary of BOTO Holdings, Inc., Frisco, TX, (**"Pledgor"**), do hereby certify that set forth below is a true, correct and complete copy of resolutions adopted by the Board of Directors of the **Pledgor** at a meeting duly convened and held, pursuant to notice properly given or waivers of notice properly made pursuant to applicable banking laws, on March 6th, 2018, at _____ o'clock, __.m., at which meeting a quorum for the transaction of business was at all times present and acting, and that said resolutions, approvals, and authorizations have not been amended or revoked and are now in full force and effect:

RESOLVED, that the Security Agreement for Funds Held in Deposit (**"Agreement"**) by and between Bank of the Ozarks, Little Rock, AR (**"Institution"**), BOTO Holdings, Inc. (**Pledgor**) and of City of Villa Rica (**"Depositor"**), dated as of March 6th, 2018, is hereby approved and the President and the Secretary of the **Pledgor** be, and they hereby are, authorized, empowered and directed, for and in the name of and on behalf of the **Pledgor**, to execute such **Agreement** and deliver it to **Depositor** and the **Institution**; and

FURTHER RESOLVED, that during the term of the **Agreement** the **Pledgor** is hereby authorized and empowered, on behalf of the **Institution**, to pledge and transfer as collateral thereunder such securities of the **Pledgor** as determined by a Duly Authorized Pledgor Officer (as such term is defined in the **Agreement**); and

FURTHER RESOLVED, that the Secretary of the **Pledgor** be, and he hereby is, authorized, empowered and directed to maintain the **Agreement** as an official record of the **Pledgor** until its revocation, rescission or termination; and

FURTHER RESOLVED, that the officers of the **Pledgor** be, and they hereby are, authorized, empowered and directed to take such actions and to execute and deliver such documents and instruments as they may deem necessary to satisfy the obligations and covenants of the **Pledgor** under the **Agreement** and to carry out the intents, purposes and objects of these resolutions; and

FURTHER RESOLVED, that the officers of the **Pledgor** listed below are hereby designated as the Duly Authorized Pledgor Officers under the **Agreement**, with full power and authority to determine the initial securities to be pledged as collateral thereunder and to approve all substitutions of collateral, releases of collateral, and additional pledges of collateral thereunder, and if needed, to designate representatives of the **Pledgor** to transact business with the **Depositor**.

[Signature page follows]

Designated duly authorized pledger officers

Luke King / President

Name / Title

Kristi Harper / Secretary

Name / Title

Shelley Taylor / Investment Management Administrative Assistant

Name / Title

WITNESS my hand and seal this ____ day of _____, 2017_.

(SEAL)

Secretary

CUSTODIAL SERVICES AGREEMENT

This Custodial Services Agreement ("**Agreement**") is entered into as of this 6th day of March, 2018 by and between City of Villa Rica ("**Depositor**"), with its principal office at 571 W. Bankhead Hwy, Villa Rica, GA 30180; Bank of the Ozarks ("**Institution**"), with its principal office at 17901 Chenal Pkwy., Little Rock, AR, 72223; BOTO Holdings, Inc. ("**Pledgor**"), with its principal office at 5178 Preston Rd., Frisco, Texas, 75034; and First National Bankers Bank, ("**Custodian**"), with its principal office at 7813 Office Park Blvd., Baton Rouge, Louisiana, 70809, with an Arkansas Division located at 325 West Capitol Avenue, Suite 300, Little Rock, Arkansas, 72201.

WITNESSETH

WHEREAS, the **Depositor** has agreed to deposit funds with the **Institution** pursuant to the terms and provisions of a **Security Agreement** or similar security agreement in which **Pledgor** intended to grant to **Depositor** a security interest in certain property ("**Security Agreement**"), said **Security Agreement** by and between the **Depositor** and the **Pledgor** dated as of March 6th, 2018; and

WHEREAS, pursuant to the terms and provisions of the **Security Agreement**, the **Pledgor** has agreed to assign, transfer, pledge and convey to the **Depositor** a perfected security interest in certain eligible securities owned by the **Pledgor** (the "**Collateral**"); and

WHEREAS, in order to perfect the **Depositor's** security interest in the **Collateral**, the **Custodian**, as agent for the **Depositor**, will accept from the **Pledgor**, take possession of and hold such **Collateral** solely for the benefit of the **Depositor**.

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

1. The **Custodian** hereby accepts employment as the **Depositor's** custodian and depository pursuant to the terms of this **Agreement**.
2. The **Custodian** shall accept and retain as **Custodian** solely for the benefit of the **Depositor** all securities tendered by the **Pledgor** as **Collateral** for its obligations under the **Security Agreement**. Upon receipt of **Collateral** from the **Pledgor** for the benefit of the **Depositor**, the **Custodian** shall immediately notify the **Depositor** of the **Collateral** pledged by issuing a written custody receipt simultaneously to the **Pledgor** and the **Depositor** evidencing that the **Pledgor** has pledged, and the **Custodian** has received, the **Collateral**.
3. The **Custodian** shall identify on its books and records as being pledged to the **Depositor** specific securities or a quantity of specific securities received by it for, or for the account of, the **Depositor**. Neither the **Pledgor** nor the **Custodian** shall have any power or authority to, and shall not, transfer, assign, hypothecate, pledge or otherwise dispose of any such securities, except pursuant to instructions from the **Depositor** and pursuant to the terms of this **Agreement**. **Custodian** warrants and represent that no third-party has a right to give an entitlement order regarding the **Collateral**, and **Custodian** agrees to notify **Depositor** and the **Pledgor** simultaneously if another person claims a property interest in the **Collateral**. Upon receipt of such notice, the **Pledgor** shall immediately substitute unencumbered **Collateral** of equivalent value that is free and clear of all adverse claims.

4. If at any time the total fair market value of the **Collateral** is less than 110 % of the total amount of cash funds on deposit with the **Institution** that is in excess of current FDIC insurance coverage (the “**Maintenance Percentage**”), then the **Pledgor** shall assign, pledge and convey a security interest to the **Depositor** in and transfer to the **Custodian**, solely for the benefit of the **Depositor**, securities of the type eligible to be pledged pursuant to Arkansas Code Annotated §23-47-203, §23-47-401(a) and §19-8-203 as amended, and in such amount so that the ratio of the total fair market value of such pledged securities to the amount of funds on deposit shall be at least equal to the **Maintenance Percentage**. The failure by the **Pledgor** to provide securities of the type eligible to be pledged pursuant to Arkansas Code Annotated §23-47-203, §23-47-401(a) and §19-8-203, as amended, in such amount so that the ratio of the total fair market value of such pledged securities to the amount of funds on deposit is at least equal to the **Maintenance Percentage**, shall, at the discretion of the **Depositor**, result in all funds of the **Depositor** held by the **Institution** becoming subject to immediate withdrawal without penalty and with interest being due and payable to the date of withdrawal.
5. The **Custodian** shall, on the first business day following receipt by the **Custodian** of prior written notice from the **Pledgor**, allow the **Pledgor** to withdraw any of the securities constituting the **Collateral**, if the **Pledgor** shall simultaneously deliver to the **Custodian** as additional **Collateral** securities of the same type and having at least the same market value as the securities withdrawn.
6. The **Custodian** is hereby authorized and directed to promptly distribute to the **Pledgor** any cash received by the **Custodian** as payment of accrued interest on any of the securities constituting the **Collateral**.
7. This **Agreement** vests “control” of the **Collateral** in the **Depositor** as required under the Arkansas Uniform Commercial Code. From and after the date of this **Agreement**, the **Custodian** will comply with all notifications and instructions it receives originated by the **Depositor** directing it to transfer or redeem the **Collateral** without further consent of the **Pledgor**. Upon receipt of any such notification and instruction from the **Depositor**, the **Custodian** shall promptly forward a copy of the notification or instruction to the **Pledgor**. The **Custodian** agrees not to take any act that would permit a person other than the **Depositor** to have “control” of the **Collateral** as that term is defined in the Arkansas Uniform Commercial Code. Except as specifically provided in the foregoing paragraphs 4 - 6, the **Custodian** will not release or transfer to the **Pledgor** any securities constituting the **Collateral** without prior instructions from the **Depositor**, either written or verbal. The **Depositor** and the **Custodian** agree that in the case of any conflict between written and verbal instructions, the written instructions will be binding.
8. The **Custodian** agrees, on a monthly basis, to provide simultaneously to the **Depositor** and the **Pledgor** a current statement reflecting pledged **Collateral**. The **Custodian** agrees to provide in such statements its own current fair market price valuations of the securities constituting the **Collateral** as determined by the methods set forth in the **Security Agreement**; provided, however, the final market value used to determine whether the **Pledgor** has satisfied its obligation to maintain sufficient **Collateral** to meet or exceed the **Maintenance Percentage** and for any other related audit of the **Pledgor** will be those valuations which the **Pledgor** obtains at a month’s end from independent pricing companies in accordance with the **Security Agreement**.

9. In the absence of bad faith on the part of the **Custodian**, the **Custodian** shall be permitted to rely upon the authenticity of, and the truth of the statements and the accuracy of the opinions expressed in, and will be protected in acting upon, any document believed by the **Custodian** to be genuine and to have been signed, affixed or presented by the proper party or parties. The **Custodian** shall not be liable with respect to any action taken or omitted to be taken by it in accordance with any instruction or request of the **Depositor**. In addition, the **Custodian** shall not be liable for any error of judgment made in good faith by an officer of this **Custodian**, unless it shall be proved that the **Custodian** was grossly negligent in ascertaining the pertinent facts. In the event the **Custodian** receives substantially contemporaneously contrary written instructions from the **Depositor** and the **Pledgor**, then the **Custodian** may, at its election and without liability to either the **Depositor**, **Institution** or the **Pledgor**, interplead the securities constituting the **Collateral** in a court of competent jurisdiction, and the **Depositor's**, **Institution's** and the **Pledgor's** sole recourse shall be against each other and the securities constituting the **Collateral** so interplead.
10. The **Collateral** shall be held in a joint custody account for the benefit of the **Depositor**; provided, however, this shall in no way restrict the release of said **Collateral** in accordance with the terms of this **Agreement** as may be otherwise set forth herein, including, without limitation, the procedures for substitution of such **Collateral**. The **Collateral** shall not be held in a margin account, and no margin or other credit will be extended to the **Pledgor** with respect to the **Collateral**. The **Custodian** waives its right to a security interest in the pledged **Collateral** and subordinates in favor of **Depositor** any security interest, lien, or right to setoff it may have, now or in the future, against the **Collateral**.
11. This **Agreement** may be amended at any time by written agreement between the **Depositor** and the **Custodian**, with prior written notice to the **Institution** and **Pledgor**.
12. This **Agreement** shall be subject to and construed in accordance with the laws of the State of Arkansas.
13. This **Agreement** may be simultaneously executed in two or more counterparts, each of which shall be deemed to be an original.
14. Notices and other writings shall be delivered or mailed postage prepaid to the parties at the addresses set forth on the signature page hereof.
15. The duties of the **Custodian** as provided in this **Agreement** shall continue in effect until the security interest has been terminated, and the **Depositor** shall notify the **Custodian** within a reasonable time of the termination in writing. This **Agreement** may be terminated thirty (30) days after receipt of written notice by the **Custodian** or the **Depositor**. The **Institution** and **Pledgor** may not terminate this **Agreement**. The **Custodian** and the **Institution** agree that if, upon termination of this **Agreement**, the **Depositor's** deposit with the **Institution** continues to require **Collateral** as provided in the **Security Agreement**, the **Collateral** will be transferred to an account under the exclusive control of the **Depositor**.

IN WITNESS WHEREOF, the parties hereto, each acting through its respective duly authorized representative, have caused this **Agreement** to be signed in their name and delivered as of the date first above written.

DEPOSITOR: City of Villa Rica
Address for Notices: 571 W. Bankhead Hwy. Villa Rica, GA 30180
Signature: _____
Title: Jeff Reese, Mayor

CUSTODIAN: First National Bankers Bank
Address for Notices: 325 West Capitol Avenue, Suite 300; Little Rock, AR 72201
Signature: _____
Title: Mary Bryant, Vice President

INSTITUTION: Bank of the Ozarks
Address for Notices: 17901 Chenal Parkway, Little Rock, AR 72223
Signature: _____
Title: Drew Harper, Executive Vice President, Public Funds

PLEDGOR: BOTO Holdings, Inc.
Address for Notices: 5178 Preston Rd., Frisco, TX 75034
Signature: _____
Title: Kristi Harper, Secretary



Agenda Item: _____

CITY OF VILLA RICA

City Council Packet

SUBJECT: Fullerville Trailhead TE Project Closeout – Supplemental Agreement
CITY COUNCIL AGENDA DATE: March 6, 2018

DATE: February 8, 2018
PREPARED BY: Vicki D. Coleman, AICP

FISCAL IMPACT: NA
ANNUAL –
CAPITAL –
OTHER –

FUNDING SOURCE: GA Department of Transportation TE Grant Funds

PURPOSE: To approve a supplemental agreement with the Georgia Department of Transportation for the purpose of final payment for PI 001457

BACKGROUND: The City Council executed its original contract with GDOT for the construction of the Villa Rica trailhead on July 7, 2017.

While construction was underway, the staff submitted periodic invoices to GDOT that were reimbursed at 80%. After completing construction, the final invoice payment is not released until such time that all construction closeout documents have been submitted and the supplemental agreement has been approved. All closeout documents have been submitted and the final payment has been reviewed and approved. The supplemental agreement is the last approval required in order to release the final reimbursement payment to the City.

STAFF RECOMMENDATION: Approval

IMPACT: Approval of the supplemental agreement will allow GDOT to release the final reimbursement check to the City.

MOTION: To approve the supplemental agreement with GDOT related to the Fullerville Trailhead construction.

SUPPLEMENTAL AGREEMENT NO.: 1

between

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

and

THE CITY OF VILLA RICA

CARROLL COUNTY

P.I. # 0010457

FEDERAL-AID PARTICIPATING PROJECT

SUPPLEMENTAL AGREEMENT NO. 1

This Agreement is made and entered into this _____ day of _____, 201____, by and between the Georgia Department of Transportation, an agency of the State of Georgia, hereinafter called the "DEPARTMENT" and the **City of Villa Rica**, hereinafter sometime referred to as the "SPONSOR."

WHEREAS, the DEPARTMENT and the SPONSOR heretofore on July 7, 2016 entered into an AGREEMENT, hereinafter called the Original Contract for the purpose of Villa Rica Trailhead, hereinafter referred to as the "PROJECT;" and

WHEREAS, the parties wish to amend said Original Contract to increase the total federal contribution on the PROJECT.

NOW, THEREFORE, THE PARTIES HERETO mutually agree that for and in consideration of the mutual benefits to flow from each to the other, the Original Contract, dated July 7, 2016, is hereby modified as follows:

By deleting ARTICLE VIII, COMPENSATION AND PAYMENT, and ARTICLE IX, FINAL PAYMENT in their entirety and the following substituted in lieu thereof:

ARTICLE VIII COMPENSATION AND PAYMENT

It is agreed that the compensation hereinafter specified includes both direct and indirect costs chargeable to the PROJECT under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations Subpart 31.6, and not prohibited by the Laws of the State of Georgia.

It is understood that the PROJECT is being developed under the guidance of the Innovative Financing Procedures as agreed to by the SPONSOR and as set forth in the executed Memorandum of Understanding, herein after referred to as the MOU, executed by the Parties on 8/16/11 and on file with the DEPARTMENT. The Innovative Financing Procedures allow the SPONSOR to initiate Preliminary Engineering and Right-of-Way acquisition and apply allowable expenditures for these Phases toward the required Twenty Percent (20%) Local Match. Per the MOU the SPONSOR is responsible for 100% of Preliminary Engineering and Right-of-Way acquisition.

The estimated cost of the project is Six Hundred Twenty Five Thousand and No/100 Dollars (\$625,000.00). The DEPARTMENT shall reimburse the Sponsor up to eighty percent (80%) of the total cost of all eligible project expenses not to exceed the federal contribution. The SPONSOR shall be responsible for all cost exceeding the DEPARTMENT's contribution but shall contribute a minimum of twenty percent (20%).

	<u>Federal</u>	<u>Local</u>	<u>Total</u>
Construction	\$500,000.00	\$125,000.00	\$625,000.00

The total federal contribution for this PROJECT is **Five Hundred Thousand** and No/100 Dollars (**\$500,000.00**) and is the maximum amount of the DEPARTMENT's obligation. The SPONSOR shall be solely responsible for any and all amounts in excess of the maximum amount of the DEPARTMENT's obligation.

Federal funds may not be used to reimburse costs incurred by SPONSORS prior to the date construction funds are authorized. The DEPARTMENT will reimburse the SPONSOR for construction expenditures that occur after FHWA funds authorization. Eligible expenditures may include payment to construction contractors, testing, Construction Engineering and Inspection, construction administration and pre-approved Force Account payments to SPONSORS. The PROJECT's total reimbursement cannot exceed the total construction expenditures or the total federal contribution.

Prior to award of the project the SPONSOR shall submit to the DEPARTMENT its written recommendation for award including a bid tabulation, the low bidder's Disadvantaged Business Enterprise (herein after referred to as "DBE") goal sheet, and the SPONSOR's cost estimate. The DEPARTMENT will review the information and issue a written recommendation to award or reject the bids. If a recommendation to award is given by the DEPARTMENT, then a written Notice to Proceed with Construction, herein after referred to as NTP, will be issued. No work shall begin until this NTP has been issued. Once the NTP is issued by the DEPARTMENT, the SPONSOR will provide the DEPARTMENT with the following: PROJECT PLANS, prime construction contract, all sub-contracts, Notice to Award, and Sponsor's NTP for construction to the prime contractor. A pre-construction meeting will be held with all parties.

The SPONSOR shall coordinate construction activities with the DEPARTMENT's Area Engineer. In the event the SPONSOR, or Area Engineer recommend changes representing a fundamental departure from the PROJECT's approved WORK PLAN, the changes shall be reviewed by the DEPARTMENT's Project Manager. If the changes are approved, the DEPARTMENT's Project Manager shall prepare a supplemental agreement to amend the AGREEMENT's Exhibit A.

The SPONSOR shall submit to the DEPARTMENT monthly reports of the PROJECT's progress including: monthly status reports, invoices, DBE reports, etc.; further work to be done and any problems encountered or anticipated. Payment shall be made monthly on the basis of calendar months, in proportion to the percentage of work completed for each phase of work and after approval of a certified voucher from the SPONSOR. Should the work for the PROJECT begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last day of that month. The vouchers shall be numbered consecutively and submitted each month until work on the PROJECT is completed.

Payment shall be made in the amount of sums earned less previous partial payments. The final invoice shall reflect the actual cost of work accomplished by the SPONSOR and shall be the basis for final payment. The final invoice shall include all eligible costs incurred by the SPONSOR for Administration, Preliminary Engineering, Right of Way, and Construction. Final payment will be made at eighty (80) percent of the final invoice, less previous partial payments, amount not to exceed the total federal contribution or the total construction expenditures.

Expense for travel will be an allowable expense for the SPONSOR under this AGREEMENT; however, travel will be limited to charges that are directly attributable to the project. In addition, no travel expenses will be allowed for out of state travel.

Should the DEPARTMENT, pursuant to the provisions of ARTICLE XIV, terminate the work under this agreement, the SPONSOR shall be paid for the percentage of work completed at the point of termination, notwithstanding any just claims by the SPONSOR and provided construction funds were authorized and eligible construction expenditures occurred.

ARTICLE IX FINAL PAYMENT

IT IS FURTHER AGREED that upon completion and acceptance of the work by the SPONSOR, the SPONSOR shall submit to the DEPARTMENT *the "Sponsor's Certification of Final Acceptance"* form, **Final DBE Report with proofs of payment, Sponsor's Material Certification form with the approved Materials Quality Assurance Form, Sponsor's Statement of Final Project Expenditures with proof of payment, and any other project documentation required to satisfy the requirements of the Environmental Commitments Table** with the final invoice. The DEPARTMENT shall process the final invoice report initiating the DEPARTMENT's project close-out procedures. Whereupon the DEPARTMENT shall pay to the SPONSOR a sum equal to one hundred percent (100%) of the total compensation as set forth in ARTICLE VIII, herein, and consistent with all approved invoices, less the total of all previous partial payments, paid or in the process of payment.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished in connection with the same.

The SPONSOR shall allow the examination and verification of costs by the DEPARTMENT's representatives, in accordance with the provisions of Article XII, herein. If the DEPARTMENT's examination of the contract cost records, as provided for in Article XII, results in unallowable expenses, the SPONSOR shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

Except as modified, changed, or amended, all terms and conditions of the Original Contract dated **July 7, 2016**, shall remain in full force and effect.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

DEPARTMENT OF TRANSPORTATION

City of Villa Rica

Commissioner (SEAL)

Mayor

ATTEST:

Treasurer

Witness

Signed, Sealed & Delivered

This ____ Day of _____, 201__.
in the presence of:

NOTARY PUBLIC

Impress Sponsor's Official Seal Here

I attest that the Corporate Seal attached to this Document is in fact the seal of the Corporation and that the Officer of this Corporation executing this Document does in fact occupy the official position indicated and is duly authorized to execute such document on behalf of this Corporation.

Impress Sponsor's Notary Stamp Here

ATTEST:

Federal Employer Tax No.



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	City of Villa Rica
Solicitation/Contract No./ Call No. or Project Description:	PI#0010457, Carroll County and Villa Rica Trailhead

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

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

Federal Work Authorization User Identification Number
(EEV / E-Verify User Identification Number)

Date of Authorization

Name of Contractor

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

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

From: Michael S. Lawing
To: [Vicki Coleman](#)
Cc: [Felecia Basolo](#); [Cory Pfau](#); [Mark Lawing - GDOT](#)
Subject: RE: 0010457 Carroll County - Villa Rica Trailhead - Closeout Documents Accepted, Request for Signed SA#1
Date: Thursday, February 8, 2018 9:41:49 AM
Attachments: [0010457 Carroll 2018.02.08 SA #1 Funding Increase.pdf](#)
[Supplemental Agreement Checklist for Sponsors Rev 2016.12.07.pdf](#)

Good morning Ms. Coleman. Thank you for everything you have provided.

As a reminder, we have accepted the closeout documents for the above mentioned project, which is eligible for the full federal reimbursement amount of \$500,000.00.

As stated earlier in the email chain below, a supplemental agreement is required to continue the process of obtaining your full reimbursement. We have attached said agreement. Please print two copies of the attached supplement agreement, fill in all of the required information, and mail the two original hard copies back to us. Please refer to the checklist that is also attached for guidance.

Let us know if you have any questions. Thank you for your time, and I hope to hear back soon.

--

Thank you,

Michael S Lawing
TE Program Closeout Project Manager

Moreland Altobelli Associates, LLC
2450 Commerce Avenue
Suite 100
Duluth, Georgia 30096-8910
Phone: (770) 263-5945
Fax: (770)-263-5954



Agenda Item: _____

CITY OF VILLA RICA

City Council Packet

SUBJECT: July 3rd Fireworks Display Contractor Recommendation
CITY COUNCIL AGENDA DATE: March 6, 2018

DATE: February 21, 2018
PREPARED BY: Vicki D. Coleman, AICP

FISCAL IMPACT:
ANNUAL – \$23,000
CAPITAL –
OTHER –

FUNDING SOURCE: Parks and Recreation Budget

PURPOSE: The Department of Parks, Recreation, and Leisure Services is presenting the firework display contractor for the City's annual July 3rd fireworks display to Mayor and City Council for approval consideration.

BACKGROUND: The city hosts an annual fireworks display on July 3rd. The Department made an Invitation to Bid available for it firework display. The City accepted bids through Friday, February 15th at noon. Two bids were received and both were for \$23,000. The two respondents were East Coast Pyrotechnics, Inc and J&M Displays.

The evaluation of the respondent's bid calculations is attached.

STAFF RECOMMENDATION: Approval of East Coast Pyrotechnics, Inc

IMPACT: Hiring a qualified and experienced contractor is essential to successful and safe display. The fireworks display is the main attraction of the city's biggest event of the year.

MOTION: To approve East Coast Pyrotechnics, Inc as the fireworks display contractor in the amount of \$23,000.

Bid Comparison Sheet
July 3, 2018 Fireworks
Budget \$23,000.00

July 3rd Fireworks Bid Summary (2018)

Vendor	Opening Barrage Shell Sizes	Body of Program	Total 3"-6" Aerial Shells in Opening & Body	Prelude to Finale	Finale Program	Total 3"-6" Aerial Shells in Finale	Total 3"-6" Shells in the show	Total Shells
J&M Displays	1.5" -	1.5" 300	584	1.5" - 150	1.5" - 150	266	850	
	2" - 98	2.5" - 144		2" - 98	2" - 98			
	2.5" -	3" - 126		2.5" -	2.5" -			
	4"	4" - 172		3" -	3" - 240			
	5" - 7	5" - 150		5" -	5" - 14			
	6" - 3	6" - 126		6" -	6" - 12			
Total	108	1018		248	514			1888
East Coast Pyrotechnics	1.5" - 210	1.5"	621	1.5" - 250	1.5" -	336	957	
	2" -	2.5" -		2" - 150	2" - 280			
	3.5" - 10	3" - 186		2.5" - 72	2.5" - 72			
	4"	4" - 169		3" -	3" - 310			
	5" -	5" - 130		5" -	5" - 14			
	6" - 6	6" - 120		6" -	6" - 12			
Total	226	605		472	688			1991
Vendor		Postponement Cost	Cancellation of Show	Show Time	Show Fired		Insurance	
J&M Displays		\$3,220	\$6,900	20 + minutes	Electronic Fired		\$10 Million	
East Coast Pyrotechnics		\$3,450	\$9,200	20 minutes	Electronic Fired		\$5 Million	

EAST COAST PYROTECHNICS, INC.
AGREEMENT

This contract entered in this ____ of _____ A.D. **2018** by and between EAST COAST PYROTECHNICS, INC. of Catawba, S.C. and **City of Villa Rica** (customer) of City **Villa Rica** State **GA.**

WITNESSETH: EAST COAST PYROTECHNICS, INC. for and in consideration of the terms herein after mentioned, agrees to furnish to the CUSTOMER **one (1)** Fireworks Display(s) as per agreement made and accepted and made a part hereof, including the services of our Operator to take charge of and fire display under the supervision and direction of the Customer, said display to be given on the evening of **July 3, 2018 (Raindate 7/6/18)** Customer Initial _____, weather permitting, it being understood that should inclement weather prevent the giving of this display on the date mentioned herein the parties shall agree to a mutually convenient alternate date, within six (6) months of the original display date. Customer shall remit to the first party an additional 15% of the total contract price or additional expenses in presenting the display on an alternate date. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of EAST COAST PYROTECHNICS, INC. In the event the customer does not choose to reschedule another date or cannot agree to a mutually convenient date, EAST COAST PYROTECHNICS, INC. shall be entitled to 40% of the contract price for costs, damages and expenses. If the fireworks exhibition is cancelled by CUSTOMER prior to the display, CUSTOMER shall be responsible for and shall pay EAST COAST PYROTECHNICS, INC. on demand, all EAST COAST PYROTECHNICS, INC.'s out of pocket expenses incurred in preparation for the show including but not limited to, material purchases, preparation and design costs, deposits, licenses, and employee charges.

EAST COAST PYROTECHNICS, INC. agrees to furnish all necessary fireworks display materials and personnel for fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. EAST COAST PYROTECHNICS, INC. enters this agreement contingent upon its ability to secure delivery of product for the display.

It is further agreed and understood that the CUSTOMER is to pay EAST COAST PYROTECHNICS, INC. the sum of **\$23,000.00 (50% deposit due April 1, 2018)**. A service fee of 1 ½% per month shall be added if account is not paid in full within 30 days of the show date.

EAST COAST PYROTECHNICS, INC. will obtain Commercial Liability and Property Damage and Workers Compensation insurance. Certificate of Insurance will be provided prior to the event. All the entities listed on the Certificate of Insurance will be deemed as an additional insured per this contract.

Customer will provide the following items:

- (a) Sufficient area for the display, including a minimum spectator set back of **420 ft** at all points from the discharge area.
- (b) Protection of the display area by roping-off or similar facility.
- (c) Adequate police protection to prevent spectators from entering display area.
- (d) Search of the fallout area at first light following a nighttime display.

It is further agreed and mutually understood that nothing in this contract shall be constructed or interpreted to mean a partnership, both parties being hereto responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this contract. Customer agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by EAST COAST PYROTECHNICS, INC. in the collection or attempted collections of any amount due under this agreement and invoice. Signor of this contract personally guarantees full payment of this agreement.

East Coast Pyrotechnics, Inc. agrees to hold harmless, indemnify and defend the City of Villa Rica, the Parks & Recreation Department their officers, commissioners, employees, successors and assigns from and against any and all losses, costs, judgments, suits, liabilities, claims, demands and expenses (including reasonable attorney fees) incurred by any one or more of said indemnities and arising out of or connected with any personal injury, property damage or death resulting from the performance or malperformance of East Coast Pyrotechnics, Inc., hereunder.

The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

EAST COAST PYROTECHNICS, INC.

By _____

Date Signed: **2018**

Scott Donahue

PO Box 209

Catawba, SC 29704

P803-789-5733

F803-789-6440

scott@eastcoastpyro.com

CUSTOMER

By _____

It is duly authorized agent, who represents he/she has full authority to bind the Customer

Date Signed: _____

(Please Type or Print)

Name: _____

Address: _____

Phone: _____

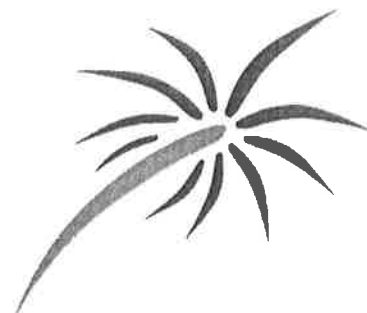
Email: _____

Billing Email: _____

Program

East Coast Pyrotechnics is proud to present this custom program for your special event. As a direct importer East Coast Pyrotechnics assembles a world class inventory of the best professional grade pyrotechnic product from the best manufactures in the industry. Our creative and technical presentation capabilities create a surefire formula for a spectacular One-of-a-kind production designed to exceed your expectations.

Opening Segment



Shot Quantities

Multi-Shot Devices

10

3" Assorted Color Comets for
Countdown to Start of Display

210

1 ½" Red to Blue to Silver
Crossette Shells

2

6" Red Chrysanthemum Shells

2

6" White Chrysanthemum Shells

2

6" Blue Chrysanthemum Shells



Main Body – 3" Aerial Shells

Shot Quantities

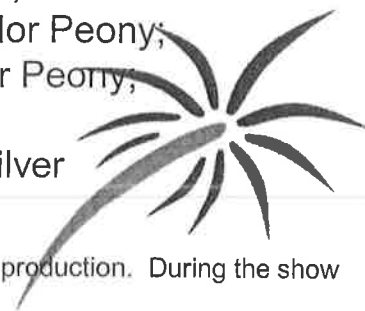
Aerial Shells

23	3" Anping Shells
23	3" Dancing Fireworks Group
23	3" Flower Basket Brand
24	3" Glorious Entertainment Production
23	3" Icon Pyrotechnics International
23	3" Lidu Fireworks Corporation Ltd.
23	3" Sunny International
24	3" Vulcan Premier Fireworks

Product Description

Assorted Flower Basket; Red Ring; White Ring; Blue Ring; Dispark Chrysanthemum; Crackling Tiger Tail; Red Tiger Tail; Blue Tiger Tail; Silver Tiger Tail; Titanium Salute; Titanium Salute with Silver Tail; Ruby, Blue, White Flashes; Lemon Ruby Blue Green Purple; Brocade Green; Brocade Purple; White Dahlia; Lemon Dahlia; Kamuro; Kamuro to Silver; Lemon & Peach Color Peony; Aqua & Red Color Peony; Cyan & Grass Green Color Peony; Orange & Purple Color Peony; Red Comets; Lemon Comets; Blue Comets; White Comets; Silver Tourbillion; Silver Tourbillion with Report

*Due to space limitations this list contains a sampling of effects to be incorporated into this production. During the show design phase products from our full inventory will be utilized.





Main Body – 4" Aerial Shells

Shot Quantities

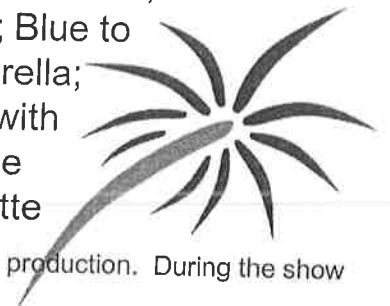
Aerial Shells

22	4" Anping Shells
21	4" Dancing Fireworks Group
21	4" Flower Basket Brand
21	4" Glorious Entertainment Production
21	4" Icon Pyrotechnics International
21	4" Lidu Fireworks Corporation Ltd.
21	4" Sunny International
21	4" Vulcan Premier Fireworks

Product Description

Red to Blue Crackling Tail Peony; Purple Crackling Tail Peony; Orange with Green Palm; Charcoal Crossette; White Dahlia; Ring Purple & Lemon (alternating stars); Time Rain Coconut Tree; Purple Rays & Green Strobe; Silver Crown & Blue Stars; Lemon & Blue Glittering; Gold Flash to Red; Assorted Glorious with Tail; Assorted Glorious; Kamuro; White Strobe Waterfall; Blue to Brocade; Red to Brocade; Multicolor Pastel Umbrella; Twilight Glitter Umbrella; Gold Glitter Umbrella with Red Tips; Red Strobe Waterfall; Lemon Strobe Waterfall; White Strobe Waterfall; Red Crossette

*Due to space limitations this list contains a sampling of effects to be incorporated into this production. During the show design phase products from our full inventory will be utilized.





Main Body - 5" Aerial Shells

Shot Quantities

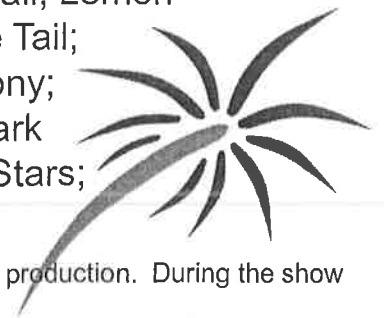
Aerial Shells

16	5" Anping Shells
16	5" Dancing Fireworks Group
16	5" Flower Basket Brand
17	5" Glorious Entertainment Production
16	5" Icon Pyrotechnics International
16	5" Lidu Fireworks Corporation Ltd.
16	5" Sunny International
17	5" Vulcan Premier Fireworks

Product Description

Crackling Palm with Crackling Tail; Green to Silver Diamond; Christmas Dahlia with Silver Tail; Red Peony; Blue Peony; Silver Wave to Red; Glittering Silver to Color; Green Strobe; Smiling Face; Sunflower with Rising Comet; Silver to Red & Blue Palm Tree; Red Dahlia with Red Tail; Blue Dahlia with Blue Tail; Lemon Dahlia with Lemon Tail; Purple Dahlia with Purple Tail; Blue Peony with Yellow Pistil; Blue to Silver Peony; Red Peony with Blue Pistil with Gold Tail; Dispark Chrysanthemum; Red Flying Stars; White Flying Stars; Red Five Point Star; Gold Willow to White

*Due to space limitations this list contains a sampling of effects to be incorporated into this production. During the show design phase products from our full inventory will be utilized.





Main Body - 6" Aerial Shells

Shot Quantities

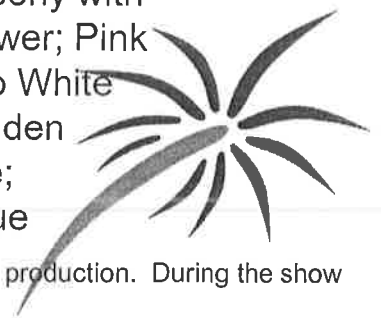
Aerial Shells

15	6" Anping Shells
15	6" Dancing Fireworks Group
15	6" Flower Basket Brand
15	6" Glorious Entertainment Production
15	6" Icon Pyrotechnics International
15	6" Lidu Fireworks Corporation Ltd.
15	6" Sunny International
15	6" Vulcan Premier Fireworks

Product Description

Brocade Red and Green & Double Rings; Red Dark Red Peony; Blue Dark White Peony; Red to White to Silver to Blue Peony; Gold Flashing to Color Peony; Yellow to White Flash with Brocade Purple; Gold Flitter with Purple Pistil with Gold Tail; Kamuro; Gold Glitter Crossette; Kamuro to White Strobe; Lemon Peony with Silver Tail; Red to White Strobe with Red Crackle Flower; Pink Peony with Sparkling Pistil with Silver Tail; Green to White Strobe with Silver Tail; Green Strobe Willow; Golden Kamuro to Green; Golden Kamuro to Purple; Red Crossette; Brocade; Twilight Glitter to Blue

*Due to space limitations this list contains a sampling of effects to be incorporated into this production. During the show design phase products from our full inventory will be utilized.



Multi-Shot Barrage Segments

Shot Quantities

Multi-Shot Items

100

2" Silver Whirling Dragon
Shells

36

2 ½" Gold Glitter Palm Tree
Shells

36

2 ½" White Plum Flower
Shells

100

1 ½" Blue Tail to Glitter Gold
Crown Shells

100

1 ½" Wave Willow Comets to
Red Palm Tree Shells

50

2" Red, White and Blue
Peony Shells w/ Silver Tails

50

1 ½" Red, Green and Purple
Dahlias to Brocade Crown
Shells



Grand Finale

Shot Quantities

Product Description

72

2 ½" Assorted Color Peony Shells w/
Titanium Salutes

280

2" Silver Whistles w/ Titanium Salutes

40

3" Shimmering Colored Peony Shells

40

3" Sparkling Variegated Dahlia Shells

30

3" Multi-Colored Chrysanthemum Shells

30

3" Radiant Assorted Palm Tree Shells

30

3" Assorted Color Star Shells

30

3" Golden Waterfall Shells

30

3" Brocade Crown Shells

80

3" Titanium Salutes with SilverTails

7

5" Gold Crackling Willow Shells

7

5" Gold Brocade Kamuro Shells

6

6" Gold Palm Tree Shells

6

6" Gold Brocade Kamuro Shells





CITY OF VILLA RICA

City Council Agenda Item

DATE: February 22, 2018

SUBJECT: July 3rd Music Band Performance

CITY COUNCIL AGENDA DATE: March 6, 2018

FISCAL IMPACT: N/A
ANNUAL – \$4,500
CAPITAL –
OTHER –

FUNDING SOURCE: Parks and Recreation Budget

PURPOSE: The Department of Parks, Recreation, and Leisure Services is presenting a contract for “Departure, The Journey Tribute Band” ‘s musical performance at the July 3rd Fireworks display event.

BACKGROUND: The city hosts its annual July 3rd Fireworks display, which includes a performance by a band. To secure the Departure Band’s performance, a contract for service must be approved. The \$4,500 cost is within the City Manager’s spending authority; however, a contractual agreement requires City Council approval.

STAFF RECOMMENDATION: Approval

IMPACT: NA

MOTION: To approve the Departure Band’s performance contract at the July 3rd Fireworks event for \$4,500.



Attachment B: Performance, Accommodations & Plot Rider

This rider constitutes part of our contract with you. All equipment must be provided to us in good, working condition. If any items are not provided as requested without prior band approval, we reserve the right to cancel our performance and retain our show deposit, plus demand reimbursement for any losses incurred due to travel expenses and possible lost revenue. A representative of the person or company providing any backline equipment must be available throughout sound-check and the show to ensure said equipment's proper performance.

Front of House PA Specifications (when venue provided)

1. Sound system capable of delivering full, clean, undistorted sound adequate for the venue. (i.e. – capable of delivering SPL of 105db, thru out venue and at “house” mix position; frequency response of 30Hz – 18kHz +/- 3db, total harmonic distortion + noise below 0.5% at full rated power.) A sound console with 36 available channels is requested, 24 channels at minimum. Microphones and mic stands must be CLEAN and in good working condition. System must not obstruct audience line of sight (subject to venue / promoter approval). Experienced operator familiar with the system must be available to operate the system throughout the sound-check and performance. SEE STAGE PLOT / INPUT LIST FOR DETAILS AND MIC/STANDS AND DI REQUIREMENTS
2. IF AT ALL POSSIBLE, please provide a digital front of house console (Digidesign Profile or Yamaha M7CL48 as examples). This will eliminate the need for most of the outboard gear required with analog consoles. If an analog system is provided, please have a professional quality two channel 31 band eq on main outputs for tuning. Also, all processors shall be set up and operating before we arrive and should not be touched or retuned after sound check.



Stage Monitor Specifications (when venue provided)

1. If using In-Ear System: DEPARTURE will bring a rack mounted Behringer X-32 rack mounted mixing board which will control the mixes for all 5 members. Additionally to the In-Ear system, lead singer (center front stage location) will require two (2) floor wedges, (15"+ horn preferred), which will be mixed by venue provided sound engineer.

In-Ear System includes a custom-built fifteen (15) foot snake that can either serve as a flow thru to connect our input list to the front of house or can be fed by splitter snake.

2. If using Floor Wedges: DEPARTURE requires 5 mixes w/ 1 wedge each, 2 for lead singer. (15"+ horn preferred). A second wedge (15"+ horn) for the lead guitar, and bass guitar along the front of the stage will also be acceptable. If stage is larger than 30' wide, an additional Floor monitor (and microphone) will be required to the right of drum riser (stage right). See optional setup on stage plot for bass wedge.
3. Experienced monitor operator familiar with system must be available to operate the system throughout the sound-check and the entire performance.

Stage Lighting Specifications (when venue provided)

1. Lighting adequate for the stage area. All parts of the stage must be well lit with no dark areas. Bright colored gels are requested. Lighting operator (LD) familiar with the system must be available throughout performance to operate the system.
2. Recommended, but not required: 5 Incandescent front specials focused at each band member position.
3. Recommended, but not required: 3 color washes (we love LED fixtures and movers)
4. Recommended, but not required: Par 64 LED double yoke for up-lighting



5. Recommended, but not required: DMX Hazers / Foggers and fans

Staging Specifications

1. DEPARTURE (Band) requires sufficient space to perform. Preferable staging should be 24' wide by 20' deep to adequately accommodate the performance space for the band. Minimum specifications 15' wide by 15' deep. Open floor space requires a clear space of 30' by 20' to accommodate band performance and PA set up.
2. Staging height preference is 12" to 36" for backline elevation.
3. Preference of two risers: Center for drums to be 18 to 24 inch, 8ft x 8ft. Stage Right 12inch minimum, but may be same height as drums, 8ft x 8ft is space permits, minimal 8ft x 4ft. See attached stage plot for locations.

Access/Power/Coverage

1. Venue must be open, lighted, and available (free of obstructions and bystanders) for load-in and out, setup, and sound check, a minimum of 3 hours prior to scheduled doors opening and 1 1/2 hour after show end. Power must be on and circuit breakers accessible the entire time.
2. DEPARTURE must be provided a minimum time frame of 75 minutes to set backline and conduct a full sound check.
3. The band requires access to a minimum of two (2) electrical outlets within 10 feet of the area in which they will be set up, with independent electrical loads. Band would also prefer to have power accessible along the front of the stage and at each set up location as indicated on the stage plot below. Band will not be held responsible for insufficient power supply. Two (2) additional independent electrical outlets will be provided for monitor and PA within 10 feet of the mix area.



4. If the function is outdoors, the band and mix position and their equipment must be provided with adequate overhead covering/roofing or tenting from the outdoor elements. The covering must be set up and in place in time to allow set-up and tear down to proceed in normal fashion (3 hours prior and 1 1/2 hour after show time). The client is aware that the performance may be temporarily suspended during inclement weather for the safety of guests and to prevent damage to band's equipment.

Opening Acts

1. If there is to be an opening act for this performance, they must provide their own stage equipment. DEPARTURE will not be made to allow the opening act to use our stage equipment, however, it may be allowed at the discretion of DEPARTURE with prior arrangement, either in part or in whole. DEPARTURE will also not be made to strike, move, or otherwise relocate our stage gear or props once it has been positioned for our sound-check and performance without prior arrangement.

Accommodations Specifications: Total Buyout Provision - \$150

Applies only to day of performance and only for the meal in connection with the performance time. Other meals associated with travel will be handled separately.

1. **Meal Buyout Provision:** If venue works under a bar/food tab provision, DEPARTURE's 5 members require \$100 (\$20 per member) for food.
2. If venue provides food, minimum of one (1) meal per member for each of the 5 members and any band provided engineers or staff at least two (2) hours before the performance time. Actual number required will be disclosed prior to event. Food vouchers for a venue that is within walking/short travel (less than 10 minutes) distance is also agreeable, where food is not available at the venue.
3. **Beverage Buyout Provision:** ~~If venue does not provide alcoholic beverages, DEPARTURE's 5 members requires \$50 (\$10 per member) for beverage purchases.~~



Page 5 of 7

4. ~~If venue provides alcohol, preferred Alcoholic beverages: DEPARTURE requests one (1) case of light beer (24 bottles/cans) Michelob, Miller, Budweiser, Coors, or the like (on ice/refrigerated), AND one (1) 750ml (or larger) bottle of Jagermeister (on ice/freezer), if permissible by venue or local regulations.~~
5. Venue to provide band a minimum of one (1) case, (24 bottles) of water.
6. Mixed supply of sodas (diet and regular) on ice/refrigerated.
7. Twelve (12) RedBull or equivalent energy drinks, with at least eight (8) sugar free.
8. Various snacks for band would be appreciated.
9. **HOTEL ACCOMMODATIONS:** ~~If hotel accommodations are provided for the band, minimum of 3 rooms with double or larger beds to accommodate 5 band members. Must have at least one double bed or larger per member. Hotel must have a minimum rating of "3 stars" as determined by rating on Hotels.com.~~



Stage Plot/Input List – 23 Total Inputs

- 5 Vocal Mics (3 across the front, 1 Keyboardist & 1 Optional Additional Mic)
- 11 Drum Mics (4 Toms up, 2 Floor Toms, 1 Kick, 1 Snare, 1 High Hat, 2 overheads)
- 3 Guitar inputs (Bass, Rhythm, Lead)
- 4 Keyboard DI inputs

Stage Plot

Front of Stage





Page 7 of 7

In-Ear Input List

**Behringer X32 – 16 Channel, 15 foot isolated splitter snake
For Pass Through: Sound Engineer should plug into our snake as
listed below and plug our male connection into the channel used for
Front of House.**

Input List:

- Channel 1: Kick (Primary)**
- Channel 2: Snare**
- Channel 3: Hat**
- Channel 4: Overhead Left**
- Channel 5: Overhead Right**
- Channel 6: Bass**
- Channel 7: Lead Guitar**
- Channel 8: Piano (bottom keyboard)**
- Channel 9: Synth (top keyboard)**
- Channel 10: Stage Right Front Vocal (Lead Guitar)**
- Channel 11: Center Front Vocal (Lead Vocal)**
- Channel 12: Stage Left Front Vocal (Bass Vocal)**
- Channel 13: Stage Left Rear Vocal (Keyboard Vocal)**
- Channel 14: Rhythm Guitar**
- Channel 15: Ambient Stage Mic**
- Channel 16: Talkback Vocal**



1255 Whisper Cove Drive
Buford, GA 30518

Contractual Agreement

This Musical Performance Contract (this "Contract") is made effective as of **March 6, 2018**, (the "Effective Date") by and between DEPARTURE ("DEPARTURE Entertainment, LLC"), of 1255 Whisper Cove Drive, Buford, Georgia 30518, and the "CLIENT", **City of Villa Rica**, whose mailing address is: **571 W. Bankhead Highway, Villa Rica, GA 30180**, telephone number is: **770-469-7000** and e-mail address is **adoyal@villarica.org** for the functions of:

DESCRIPTION OF SERVICES: **DEPARTURE: The Journey Tribute Band performance at Villa Rica July 3rd Fireworks Display**, to be held on the date of: **Tuesday, July 3, 2018**, format of event: **Two (2) hour concert-styled performance, start time of 7:30PM until the fireworks start**, held at: **Villa Rica Sports Complex**, at the agreed upon rate of: **\$4,500.00**. Sound, staging and lighting equipment will be provided by CLIENT with a professional sound engineer to setup and operate sound and lighting equipment for the duration of the performance and must comply with specifications outlined in **ATTACHMENT B: Performance, Accommodations and Plot Rider**.

RAIN OUT PROVISION: If inclement weather prevents the performance from occurring on **Tuesday, July 3, 2018**, an alternative date of **Friday, July 6, 2018** will be secured by an additional deposit of **\$2,250.00**. If both performances are rained out, the deposits are non-transferable and non-refundable and an additional make-up date will be offered by mutual consent within sixty (60) days.

CLIENT Initials: _____

DEPARTURE Initials: _____



1255 Whisper Cove Drive
Buford, GA 30518

Contractual Agreement

DEPOSIT AND CANCELLATION: Your event will be guaranteed and reserved upon receipt by mail of this original signed contractual agreement by the appropriate party along with a non-refundable, non-transferable retainer in the amount of **\$2,250.00 for each of two dates (July 3, 2018 and July 6, 2018) for a total of \$4,500.00.** The remaining balance of the account (**\$2,250.00**) is due in full on the day of the event immediately following the conclusion of the performance. Any cancellations, changes in dates or times must be received in writing thirty (30) days prior to the event or the remaining balance of the account will be due in full, with the exclusion of the second reserved date. A mandatory **\$35.00** fee will be applied to all returned, unpaid checks.

INDEMNIFICATION. Client: **City of Villa Rica**, its partners, directors, employees, officers, representatives, agents, shareholders, related entities, affiliates, parents, subsidiaries, and divisions, or their respective predecessors, successors, assigns, directors, employees, officers, representatives, agents, and shareholders, agrees to indemnify and hold harmless "DEPARTURE," its members and agents from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may arise as a direct or indirect result of provision of service under this contract, and/or from activities or events during the performance for any reason unless due to the negligence of DEPARTURE. The CLIENT agrees to assume complete liability for all claims of personal injury or property damage arising from the engagement noted herein and holds "DEPARTURE" and its members harmless with respect to any and all claims, actions and charges of every kind, nature and description unless due to the negligence of DEPARTURE. CLIENT shall not be responsible or liable for any copyright, trade name, trade mark, performance right,

CLIENT Initials: _____



1255 Whisper Cove Drive
Buford, GA 30518

Contractual Agreement

license fee, or royalties claim by others in connection with or related to Departure's name, marketing, or music performed.

INCLEMENT WEATHER. If the function is outdoors, the CLIENT agrees to ensure that the band and their equipment are furnished with adequate covering from the outdoor elements. The CLIENT is aware that the performance may be temporarily suspended during inclement weather for the safety of guests and to prevent damage to band's equipment.

FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event and all monies paid by City of Villa Rica, shall be refunded in full if the Force Majeure is applied. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

CLIENT Initials: _____

DEPARTURE Initials: _____



1255 Whisper Cove Drive
Buford, GA 30518

Contractual Agreement

ARBITRATION. Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract. All expenses associated with said Arbitration will be shared equally between the client and DEPARTURE.

TERM. DEPARTURE and CLIENT agree that this Contract shall commence on the above date listed in the first paragraph on page 1 of this agreement and terminate on **July 7, 2018 (Day**

CLIENT Initials: _____

DEPARTURE Initials: _____



1255 Whisper Cove Drive
Buford, GA 30518

Contractual Agreement

following the second reserved date). Said agreement may be extended and/or renewed by agreement of all parties in writing thereafter.

SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Contract shall be governed by the laws of the State of **Georgia**.

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

CLIENT Initials: _____



1255 Whisper Cove Drive
Buford, GA 30518

Contractual Agreement

ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

ENTIRE CONTRACT. This Agreement constitutes the entire Agreement between DEPARTURE and CLIENT, and it supersedes any and all other agreements, whether written or oral, between DEPARTURE and CLIENT with respect the event(s) specifically listed within.

CLIENT Initials: _____

DEPARTURE Initials: _____



1255 Whisper Cove Drive
Buford, GA 30518

Contractual Agreement

I understand and agree to the terms of this contract as detailed above:

CLIENT's Signature: _____ Date: _____

Printed Name: _____

Doug Ballard: _____ Date: _____

“DEPARTURE Entertainment, LLC”

DEPARTURE is a tribute band and is not sponsored, endorsed, or affiliated with Journey, or its current or former members. Product names, logos, brands, and other trademarks featured or referred to within thejourneytributeband.com remain property of their respective trademark holders and are used solely for descriptive or identification purposes. Copyright ©

CLIENT Initials: _____



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Emergency purchase over \$10,000.00

AGENDA DATE: March 1st, 2018

DATE PREPARED: 2/22/18

PREPARED BY: Dean Zeigler, WPCP Manager

AMOUNT: \$14,075.71

GL ACCOUNT #: 505 4330 522220

PURPOSE: Emergency replacement of the Variable Frequency Drive (**VFD**) controlling the #2 Aeration Motor for the Biological Treatment Basin.

BACKGROUND: On Monday, February 19, 2018 at approximately 3:30PM, alarms from the Supervisory Control and Data Acquisition (**SCADA**) system indicated a power surge at the Tallapoosa West Water Pollution Control Plant. Typically, when this occurs, power is lost to many of the plant process units. In this instance, it included the aeration motors on the Biological Treatment Basin. The aeration of this basin is critical to the overall operation of the plant by providing dissolved oxygen to the microbial population. The on-call operator responded to the alarm and successfully reset the Variable Frequency Drives (**VFDs**) throughout the process with the exception of the #2 Aeration Motor. After the situation was assessed, technical support was contacted, and it was determined the VFD on the #2 Aeration Motor had failed.

STAFF RECOMMENDATION: Replace the damaged VFD on the #2 Aeration Motor as an emergency repair with a new Yaskawa Drive, in order to avoid the loss of the Biological Population and from potentially violating the National Pollutant Discharge Elimination System (**NPDES**) discharge permit. PRB Electronics, a local company, was contacted to complete the repairs. They are familiar with the plant having already replaced other VFD's for us.

IMPACT: Funds covering the replacement cost are available in the budget line for Equipment Maintenance & Repair.

MOTION: It is recommended that a motion be made to approve the work completed by PRB Electronics to replace the Variable Frequency Drive to the #2 Aeration Motor at the City of Villa Rica's West Plant for the amount of \$ 14,075.71.

PRB ELECTRONICS, INC.

INDUSTRIAL ELECTRONIC ENGINEERING

2108 FAIRBURN ROAD SUITE E
DOUGLASVILLE, GA 30135

QUOTE DATE	QUOTE NUMBER	APPROVAL DATE
2/22/2018	Q10007	19 FEB 2018
QUOTED BY	JOB #	SERVICE DATE
PERRY	R10007	2/19/2018

BILL TO
CITY OF VILLA RICA 571 WEST BANKHEAD HWY VILLA RICA, GA 30180

SHIP TO
VILLA RICA WASTE WATER 185 BARBER INDUSTRIAL CT VILLA RICA, GA 30180

CUSTOMER PO #		CUSTOMER JOB #	SALES REP	TERMS	SHIP VIA	JOB TYPE	
			BD	Net 30	ON SITE	F/S	
QTY	ITEM	PART # / DESCRIPTION			UNIT	Total	
3	ENGINEERING	ENGINEERING SERVICE - 19 FEB 2018			105.00	315.00	
0.5	STRAIGHT TIME	TRAVEL TO JOB SITE - 19 FEB 2018			105.00	52.50	
1.5	STRAIGHT TIME	FIELD SERVICE LABOR, WASTE WATER WEST PLANT, AERATOR #2 MAIN DRIVE - 19 FEB 2018			105.00	157.50	
0.5	STRAIGHT TIME	TRAVEL FROM JOB SITE - 19 FEB 2018			105.00	52.50	
34	MILEAGE	MILEAGE TO/FROM JOB SITE - 19 FEB 2018			0.60	20.40	
1	PREP TIME	PREPARATION TIME FOR SERVICE CALL, TWO MEN, LOADING NEW DRIVE, TOOLS AND SUPPLIES - 20 FEB 2018			105.00	105.00	
1.5	STRAIGHT TIME	TRAVEL TO JOB SITE, TWO TRUCKS - 20 FEB 2018			105.00	157.50	
13	STRAIGHT TIME	FIELD SERVICE LABOR, TWO MEN, WASTE WATER WEST PLANT, AERATOR #2 MAIN DRIVE - 20 FEB 2018			105.00	1,365.00	
2	ENGINEERING	ENGINEERING FIELD SERVICE FOR SYSTEM INTEGRATION/RETROFIT, ETHERNET COMMS - 20 FEB 2018			125.00	250.00	
5	OVERTIME	FIELD SERVICE LABOR, TWO MEN, WASTE WATER WEST PLANT, AERATOR #2 MAIN DRIVE - 20 FEB 2018			157.50	787.50	
1	OVERTIME	TRAVEL FROM JOB SITE - 20 FEB 2018			157.50	157.50	
68	MILEAGE	MILEAGE TO/FROM JOB SITE, TWO TRUCKS - 20 FEB 2018			0.60	40.80	
0.5	STRAIGHT TIME	TRAVEL TO JOB SITE, TWO TRUCKS - 21 FEB 2018			105.00	52.50	
3	STRAIGHT TIME	FIELD SERVICE LABOR, WASTE WATER WEST PLANT, AERATOR #2 MAIN DRIVE - 21 FEB 2018			105.00	315.00	

Total

Signature

PRB ELECTRONICS, INC.

INDUSTRIAL ELECTRONIC ENGINEERING

2108 FAIRBURN ROAD SUITE E
DOUGLASVILLE, GA 30135

QUOTE DATE	QUOTE NUMBER	APPROVAL DATE
2/22/2018	Q10007	19 FEB 2018
QUOTED BY	JOB #	SERVICE DATE
PERRY	R10007	2/19/2018

BILL TO
CITY OF VILLA RICA 571 WEST BANKHEAD HWY VILLA RICA, GA 30180

SHIP TO
VILLA RICA WASTE WATER 185 BARBER INDUSTRIAL CT VILLA RICA, GA 30180

CUSTOMER PO #		CUSTOMER JOB #	SALES REP	TERMS	SHIP VIA	JOB TYPE	
			BD	Net 30	ON SITE	F/S	
QTY	ITEM	PART # / DESCRIPTION				UNIT	Total
7.5	ENGINEERING	ENGINEERING FIELD SERVICE FOR SYSTEM INTEGRATION/RETROFIT, ETHERNET COMMS - 21 FEB 2018				125.00	937.50
0.5	STRAIGHT TIME	TRAVEL FROM JOB SITE, TWO TRUCKS - 21 FEB 2018				105.00	52.50
34	MILEAGE	MILEAGE TO/FROM JOB SITE - 21 FEB 2018				0.60	20.40
1	CIMR-PU4A0208AAA	P1000, 480V, 3 PH, 208A, IP00 ENCLOSURE				8,721.45	8,721.45
1	UUX000527	OPTION, KIT, DIGITAL REMOTE OPERATOR, NEMA TYPE 3R/4X				138.00	138.00
1	SI-EN3D	OPTION, KIT, ETHERNET / IP w/DLR, DUAL PORT				292.32	292.32
1	KIT, DRIVE RETROFIT	MISC. COMPONENTS FOR DRIVE RETROFIT				84.84	84.84

1. This quote does not include any applicable shipping & taxes.
2. This quote is valid for 30 days from date of issuance.
3. If authorized, this quote will be entered in accordance with the prices, terms, delivery method, and specifications listed above.
4. Please notify us immediately if specifications or delivery method are to be modified. However, we cannot guarantee any changes after authorization.
5. Send all correspondence to:
JUDY SMITH EMAIL ~ judy@prbelectronics.com
PRB ELECTRONICS, INC.
2108 Fairburn Rd., Ste. E
Douglasville, GA 30135
Phone 770.949.9426; Fax 770.577.1164

Total	\$14,075.71
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Signature _____



CITY OF VILLA RICA

City Council Packet

SUBJECT: Railroad Crossing violation fines

CITY COUNCIL AGENDA DATE: 03/05/2017

DATE: 02/22/2018

PREPARED BY: Captain Scott Parker

FISCAL IMPACT: \$0.00

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: none needed

PURPOSE: To reduce certain railroad crossing fines to a reasonable amount.

BACKGROUND: Some time ago fines pertaining to railroad crossings were raised from \$250 to \$1000. We believe the fine increase was meant for code section 40-6-140F Insufficient undercarriage clearance, which pertains to the clearance of certain vehicles crossing tracks, specifically tractor trailers that are getting stuck on the tracks.

STAFF RECOMMENDATION: We recommend that the fines for code sections 40-6-140 failure to stop for railroad crossing, 40-6-140B disregard R.R. crossing barrier and 40-6-141 failure to stop at stop sign at railroad crossing be reduced back to \$250.

IMPACT: \$0.00

MOTION: I make a motion to lower the fines for 40-6-140, 40-6-140B and 40-6-141 to \$250 instead of \$1000.

CITY COUNCIL
JEFF REESE, MAYOR
GIL MCDUGAL, MAYOR PRO-TEM
VERLAND BEST
DANNY CARTER
SHIRLEY MARCHMAN
LESLIE MCPHERSON

City of Villa Rica



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

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

SPECIAL CALLED COUNCIL MEETING MINUTES CHARTER REVIEW

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
Thursday, January 18, 2018

Meeting Call to Order (Mayor Jeff Reese)

The meeting was called to order by Mayor Jeff Reese at 6:00 pm. Present were Mayor Jeff Reese, Mayor Pro Tem Gil McDougal, Councilmembers Shirley Marchman, Verland Best, Danny Carter, and Councilwoman Leslie McPherson by phone conference.

Adoption of the Agenda (Mayor Jeff Reese)

RESULT: ADOPTED (UNANIMOUS)
MOVER: Danny Carter, Councilman
SECONDER: Gil McDougal, Councilman
AYES: Carter, McDougal, Best
(Councilwoman Shirley Marchman was not present to vote)

Public Comment (We ask that you sign in for Public Comment before the meeting begins. Please state your Name and Address for the record and limit your comments to three minutes.) One citizen came forward to make a public comment.

A. Review Charter – Mayor Jeff Reese

The Mayor and City Council reviewed the proposed charter changes.

B. Executive Session – David Mecklin, City Attorney

Councilman Gil McDougal made the motion to go into Executive Session to discuss or to vote to enter into an option to purchase, dispose of, or lease real estate subject to approval in a subsequent public vote as provided in Georgia Code Section 50-14-3(b)(1)(E).

RESULT: ADOPTED (UNANIMOUS)
MOVER: Gil McDougal, Councilman
SECONDER: Danny Carter, Councilman
AYES: McDougal, Carter, Best, Marchman

The Council came back from Executive Session and into Regular Session by a motion from Councilman Verland Best, seconded by Councilman Danny Carter. Vote: 4/0. The vote was unanimous. City Attorney David Mecklin reported there was no action taken in Executive Session.

C. Adjournment – Motion by Councilwoman Shirley Marchman to adjourn, seconded by Councilman Verland Best. Vote: 4/0. The vote was unanimous.

Jeff Reese, Mayor

Alisa Doyal, City Clerk

CITY COUNCIL
JEFF REESE, MAYOR
GIL MCDUGAL, MAYOR PRO TEM
SHIRLEY MARCHMAN
VERLAND BEST
DANNY CARTER
LESLIE MCPHERSON

City of Villa Rica



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

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

COUNCIL MONTHLY MEETING MINUTES

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
Tuesday, February 6, 2018 | 6:00 pm

Meeting Call to Order (Mayor Jeff Reese)

Mayor Jeff Reese called the meeting to order at 6:00 pm.

Present: Mayor Jeff Reese, Mayor Pro Tem Gil McDougal, Councilman Verland Best, Councilman Danny Carter, Councilwoman Leslie McPherson, and Councilwoman Shirley Marchman.

Invocation (Councilwoman Shirley Marchman)

Councilwoman Shirley Marchman led the Invocation.

Pledge of Allegiance (Mayor Jeff Reese)

Mayor Jeff Reese led the Pledge of Allegiance.

Ceremonial Presentations (Mayor & Council)

Mayor Jeff Reese recognized the following employees for their service anniversaries:

1. Spencer Crawford – 5 Years
2. Charles Davis – 15 Years
3. Mark Hannah – 5 Years
4. Ashley Seann – 5 Years

Mayor Jeff Reese also recognized Matt Chavis for obtaining his Class III Wastewater License

Consent Agenda (Mayor Jeff Reese)

Mayor Jeff Reese announced there would be no Consent Agenda this month and every item will be discussed because of two councilmembers being absent at the Work Session on February 1, 2018.

Adoption of Agenda (Mayor Jeff Reese)

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Gil McDougal, Councilman
SECONDER:	Danny Carter, Councilman
AYES:	McDougal, Carter, Marchman, Best, McPherson

Council Updates (Subjects of General Interest and Concern)

Mayor Jeff Reese reported that the Bill of Redevelopment Powers has been approved and is waiting on the Governor's signature. This is the first step in allowing the citizens to vote on a Resolution to allow the creation of a Tax Allocation District (TAD) for the City of Villa Rica. Councilwoman Leslie McPherson announce that Dr. Burnett, the veterinarian who takes care of the animals at the Gold Museum, is planning to

book the MILL for a Pet Jam Event on June 9, 2018 to bring awareness with discounted packages for pets and wild life

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

One citizen came forward to make a public comment.

A. Governing Body (Mayor Jeff Reese)

1. Approval of Minutes

Councilman Danny Carter made the motion to approve the Minutes of January 9, 2018 but to table the Minutes of January 18, 2018 because the Executive Session section did not state what occurred.

RESULT:	ADOPTED 1/9/2018 MINUTES (UNANIMOUS) AND TABLED 1/18/2018 MINUTES
MOVER:	Danny Carter, Councilman
SECONDER:	Gil McDougal, Councilman
AYES:	Carter, McDougal, Marchman, Best, McPherson

2. 2018 Pay Parity Adjustment

Councilwoman made the motion to increase the 2018 General Fund budget by up to \$37,700 for salary and payroll taxes, offset by a corresponding increase in building permit revenue, and we increase the 2018 Water/Sewer Fund budget by up to \$7,300 for salary and payroll taxes, offset by a corresponding increase in sewer tap fees, effective January 1, 2018.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Leslie McPherson, Councilwoman
SECONDER:	Gil McDougal, Councilman
AYES:	McPherson, McDougal, Marchman, Best, Carter

3. Downtown Conceptual Design

Councilman Danny Carter made the motion to engage Ron Huffman of AMEC to help the City develop a unified conceptual plan for the redevelopment of downtown, in an amount not to exceed \$12,500.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman
SECONDER:	Gil McDougal, Councilman
AYES:	Carter, McDougal, Marchman, Best, McPherson

4.. 2018 City Clean Up Days

Councilman Danny Carter made the motion to establish the week of September 17 as our annual cleanup week, with Wednesday, September 19 designated as the day we provide special assistance to seniors with appliance pickup.

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

At this time, Mayor Reese called House Representative Jay Collins up to speak to give an update of the City Redevelopment Powers legislation. He reported that it was in the House hopper and should pass the House soon.

B. Finance (Sarah Hefty, CFO)

1. Write-off Uncollectible Customer Balances from 2015-2017

Councilman Gil McDougal made the motion to write-off the 613 accounts deemed to be uncollectible with a total balance not to exceed \$95,661.29.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Gil McDougal, Councilman
SECONDER:	Leslie McPherson, Councilwoman
AYES:	McDougal, McPherson, Marchman, Best, Carter

2. Resolution for Change in Fiscal Year-End from December 31st to September 30th

Councilman Gil McDougal made the motion to adopt the Resolution as presented to the City Council.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Gil McDougal, Councilman
SECONDER:	Danny Carter, Councilman
AYES:	McDougal, Carter, Marchman, Best, McPherson

C. Human Resources (Stephanie Rooks, Manager)

1. Update 457(b) Plan Trustee

Councilman Gil McDougal made the motion to approve as presented.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Gil McDougal, Councilman
SECONDER:	Leslie McPherson, Councilwoman
AYES:	McDougal, McPherson, Marchman, Best, Carter.

D. Community Development (Bobby Elliott, Director)

1. ABL-01-18: Alcohol Beverage License for Walgreen's dba Rite Aid: Approval to allow applicant to sell retail package malt beverages and wine at 62 Industrial Blvd, Villa Rica, GA 30180.

Councilman Danny Carter made the motion to approve the alcohol beverage license for Walgreens dba Rite Aid located at 62 Industrial Blvd, Villa Rica.

RESULT:	ADOPTED (4/1 Vote)
MOVER:	Gil McDougal, Councilman
SECONDER:	Leslie McPherson, Councilwoman
AYES:	McDougal, McPherson, Best, Carter
NAYS:	Marchman

2. ABL-03-18: Alcohol Beverage License for Barnwell Foods, LLC dba Jefferson's of Villa Rica: Approval to allow applicant to pour wine, malt beverages, and distilled spirits at Jefferson's of Villa Rica, 750 W. Bankhead Hwy, Villa Rica, GA 30180.

Councilman Gil McDougal made the motion to approve the alcohol beverage license for Barnwell Foods, LLC dba Jefferson's of Villa Rica located at 750 W. Bankhead Highway, Villa Rica.

RESULT: **ADOPTED (4/1 Vote)**
MOVER: Gil McDougal, Councilman
SECONDER: Danny Carter, Councilman
AYES: McDougal, Carter, Best, McPherson
NAYS: Marchman

3. RA-04-17 Rezoning of Property Located At 1030 Third Street, Villa Rica - Lenise Lyons, Planning & Zoning Specialist.

After discussion, the applicant David Wiley requested the Council to table until the March meeting. Councilman Danny Carter made the motion to table until the March meeting.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Verland Best, Councilwoman
AYES: Carter, Best, Marchman, McPherson, McDougal

4. Storm Sewer Alignment To Repair Drainage At 211 South Carroll Road, Villa Rica - Proposal from Georgia & West for \$3,953.00.

Councilman Gil McDougal made the motion to approve the proposal from Georgia & West Engineering for \$3,950 to design a solution for the drainage issue at 211 S. Carroll Road, Villa Rica.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Gil McDougal, Councilman
SECONDER: Verland Best, Councilman
AYES: McDougal, Best, Marchman, McPherson, Carter

E. Parks, Recreation & Leisure Services (Vicki Coleman, Director)

1. Gold Dust Roof Replacement: Approval of contractor bid on roof replacement

Councilman Danny Carter made the motion to approve the Garland Group and Ben Hill Roofing for the purpose of replacing the administration roof section at Gold Dust park.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Leslie McPherson, Councilwoman
AYES: Carter, McPherson, Marchman, Best, McDougal

2. Athletic Uniforms: Approval of vendor bid to purchase athletic uniforms

Councilman Danny Carter made the motion to approve the purchase of athletic uniforms from Gables Sporting Goods.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Shirley Marchman, Councilwoman
AYES: Carter, Marchman, Best, McDougal, McPherson

3. Soccer Uniforms: Approval of vendor to purchase soccer uniforms

Councilman Danny Carter made the motion to approve Krown USA, Inc as the soccer uniform vendor.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Leslie McPherson, Councilwoman
AYES: Carter, McPherson, Best, McDougal, Marchman

4. Master Trail Plan Consultant Recommendation: Approval of a Path Foundation proposal to assist the City with developing a master trail plan.

Councilman Gil McDougal made the motion to approve the proposal to use the Path Foundation to assist the City with developing a master trail plan in the amount of \$53,450.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Gil McDougal, Councilman
SECONDER: Danny Carter, Councilman
AYES: McDougal, Carter, Marchman, Best, McPherson

F. Economic Development (Christopher Pike, Director)

1. 2018 Gold Nugget Drop Entertainment

Councilman Danny Carter made the motion to approve Option #2, Thunder Struck – AC/DC Tribute Band. There was no second.

Councilman Gil McDougal made the motion to approve Option #2, Strutter – KISS Tribute Band, Councilman Danny Carter seconded the motion.

RESULT: **ADOPTED (3/1 Vote)**
MOVER: Gil McDougal, Councilman
SECONDER: Danny Carter, Councilman
AYES: McDougal, Carter, Marchman,
NAYS: McPherson
ABSTAINED: Best

2. Villa Rica Art Coalition 2018: Community Development Grant Request

Councilman Danny Carter made the motion to approve \$3,055 from the Community Development Grant Program Fund to Support the 2018 Villa Rica Arts FEST.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Gil McDougal, Councilman
SECONDER: Danny Carter, Councilman
AYES: McDougal, Carter, Marchman, Best, McPherson

G. Public Works (Pete Zorbanos, Director)

1. Considerations For Purchase Of Two Tractors & Two Bushhogs: Charles Davis, Deputy Director Public Works

Charles Davis modified the request to the purchase of One Bush Hog and One Batwing Mower. Councilman Danny Carter made the motion to approve the purchase of one bush hog and one batwing mower.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Gil McDougal, Councilman
AYES: Carter, McDougal, Marchman, Best, McPherson

2. Identification of Potential Groundwater Well Locations: Tom Barber, City Manager

Councilman Gil McDougal made the motion to authorize the City Manager to engage PetroLogic Solutions to perform phase one of the attached proposal, dated January 3, 2018 for an amount not to exceed \$9,700.00.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Gil McDougal, Councilman
AYES: Carter, McDougal, Marchman, Best, McPherson

3. Purchase Vehicles: Nic Griffin, Vehicle & Building Maintenance Supervisor

a. New Vehicle for Water Treatment Plant

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Leslie McPherson, Councilman
AYES: Carter, McPherson,

b. New Two (2) Vehicles for Street Department

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Gil McDougal, Councilman
AYES: Carter, McDougal, Marchman, Best, McPherson

c. New Vehicle for Building and Fleet Maintenance

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Leslie McPherson, Councilman
AYES: Carter, McPherson, Marchman, Best, McDougal

d. New Vehicle for Distribution

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Leslie McPherson, Councilman
AYES: Carter, McPherson, Marchman, Best, McDougal

e. New Police Dept. Transport Van

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Verland Best, Councilman
AYES: Carter, Best, Marchman, McPherson, McDougal

4. Cost factor for industrial BOD/TSS Surcharges: Sarah Hefty & Pete Zorbanos

Councilman Danny Carter made the motion to approve a cost factor of \$1.09 per pound to be used in the BOD/TSS surcharge calculations beginning in the March 2018 utility bills.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Verland Best, Councilman
AYES: Carter, Best, Marchman, McPherson, McDougal

H. Police (Chief Michael Mansour)

1. Purchase Four (4) New In-Car WatchGuard 4RE Video Systems

Councilman Gil McDougal made the motion to authorize the purchase of the four (4) WatchGuard systems for an amount not to exceed \$24,860.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Gil McDougal, Councilman
SECONDER: Danny Carter, Councilman
AYES: McDougal, Carter, Marchman, Best, McPherson

2. Purchase Four (4) New Ford Police Interceptor Sedans

Councilman Gil McDougal made the motion to approve the purchase of the four new Ford Police Interceptor Sedans from Don-Rich Ford at a cost of \$91,352 out of the Douglas County Splost.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Gil McDougal, Councilman
SECONDER: Leslie McPherson, Councilwoman
AYES: McDougal, McPherson, Marchman, Best, Carter

I. Information Technology (Jim Chambers, Manager)

1. Enter Contract with SEEI for Monitoring

Councilman Gil McDougal made the motion to enter into an agreement with Charles Deling of Software Effect for a monthly cost of \$750.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Gil McDougal, Councilman
SECONDER: Shirley Marchman, Councilwoman
AYES: McDougal, Marchman, Best, McPherson, Carter

2. SyncGlobal Services for Co-Location

Councilman Gil McDougal made the motion for us to enter into an agreement with SyncGlobal provided the indemnification clause can be removed to use their data centers to accommodate our servers.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Gil McDougal, Councilman
SECONDER: Shirley Marchman, Councilwoman
AYES: McDougal, Marchman, Best, McPherson, Carter

3. Establish Microsoft License Agreement

Councilman Gil McDougal made the motion to establish a Microsoft License Account for inventory/audit/purchasing purposes. This purchase of \$677.50 is for 5 copies of Windows 10 Professional to upgrade several various versions of Windows Home operating systems we currently have.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Gil McDougal, Councilman
SECONDER: Danny Carter, Councilman
AYES: McDougal, Marchman, Best, McPherson, Carter

J. Proposed Charter Review (David Mecklin, City Attorney)

1. Proposed Charter Changes & Resolution

The Council voted unanimously (5/0) to only add to Section 2.27 (a):
“Except as provided in subsection (d) below, no ordinance or written resolution adopted with 5 affirmative votes of the city council may be disapproved by veto of the Mayor”.
Motion was made by Councilman Gil McDougal to adopt the Charter Resolution.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Gil McDougal, Councilman
SECONDER: Verland Best, Councilman
AYES: McDougal, Best, Marchman, Carter, McPherson

K. City Manager’s Report (Tom Barber)

Tom Barber presented the City Manager’s Report.

Adjournment – Councilwoman Shirley Marchman made the motion to adjourn the meeting, seconded by Councilwoman Leslie McPherson. Vote: 5/0. Motion approved.

Jeff Reese, Mayor

Alisa Doyal, City Clerk

PART I—CHARTER AND RELATED LAWS

~~Subpart A—CHARTER~~A BILL TO
BE ENTITLED AN
ACT

1 To provide a new charter for the City of Villa Rica; to provide for incorporation,
boundaries,
2 powers, and construction; to provide for exercise of powers; to provide for the
composition,
3 creation, election, qualifications, compensation and expenses of the governing authority; to
4 provide for prohibitions and a code of ethics; to provide for inquiries and investigations; to
5 provide for general power and authority of the council; to provide for the powers and
duties
6 of the mayor; to provide for the organization of the council and the mayor pro tem; to
7 provide for meetings and voting of the governing authority; to provide for action requiring
8 an ordinance; to provide for codes of technical regulations; to provide for signing,
9 authenticating, recording, codification and printing of ordinances; to provide for
submission
10 of ordinances and resolutions to the mayor; to provide for administrative and service
11 departments; to provide for a prohibition of the mayor or city council interfering with the
city
12 administration; to provide for boards, commissions, and authorities; to provide for a city
13 manager, city clerk, city attorney, tax collector and city accountant; to provide for
14 employment matters; to provide for a municipal court, its judges, jurisdiction, and powers;
15 to provide for certiorari and rules of the court; to provide for elections and terms of office;
16 to provide for qualifying, nomination of candidates and absentee ballots; to provide for
17 special elections and vacancies; to provide for removal of officers; to provide for property
18 taxes, tax levies, tax due dates and tax bills, and the collection of delinquent taxes; to
provide
19 for licenses, occupational taxes and excise taxes; to provide for a sewer service charge and
20 a sanitary and health service charge; to provide for special assessments; to provide for
21 transfer of executions; to provide for bonds and notes; to provide for a fiscal year; to
provide
22 for the submission of the budget to the city council and action by the council on the
budget;

to provide for additional appropriations; to provide for contract procedures and property management; to provide for municipal services and utilities; to provide for eminent domain; to provide for the power to regulate and license; to provide the power to grant franchises; to provide for regulations regarding building, housing, electrical and plumbing; to provide for zoning powers; to provide for prior ordinances, rules and regulations, existing personnel and officers, penalties, official bonds, and construction; to provide for other matters relative to the foregoing; to provide a specific repealer; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

ARTICLE I.

CREATION, INCORPORATION, POWERS

SECTION 1.10.

~~Sec. 1.11.~~ Incorporation.

The City of Villa Rica, Georgia, in the Counties of Carroll and Douglas, and the inhabitants thereof shall continue to be a body politic and corporate under the same name and style of the City of Villa Rica, Georgia. Under that name, said city shall continue to be invested with all the property which now belongs to the corporation; shall have perpetual succession; may sue and be sued; may contract and be contracted with; may acquire and hold such property, real and personal, as may be devised, bequeathed, sold or in any manner conveyed or dedicated to or otherwise acquired by it, and from time to time may hold or invest, sell or dispose of the same; may have a common seal and alter and renew the same at will; and may exercise in conformity with this charter all municipal powers, functions, rights, privileges and immunities of every name and nature whatsoever.

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SECTION 1.11.

~~Sec. 1.12.~~ Corporate boundaries.

~~(a)~~ The boundaries of the City of Villa Rica shall be those existing on the effective date of the adoption of this charter with such alterations as may be made from time to time in the manner provided by law. The current boundaries of the City of Villa Rica, at all times,

shall

51 be shown on a map, a written legal description or any combination thereof, to be retained
52 permanently in the office of the city manager and to be designated, as the case may be:
53 "Official Map (or Description) of the ~~Corporate Limits~~corporate limits of the City of Villa
54 Rica, Georgia."
55 Alterations in these boundaries shall be indicated by appropriate entries upon or additions
56 to such map or legal description. Such entries or additions shall be made by and under the
57 direction of the mayor. Photographic, typed, or other copies of such map or description
58 certified by the city manager shall be admitted in evidence in all courts and shall have the
same force and effect as with the original map or description.

~~(b) The city council may provide for the redrawing of any such map. A redrawn map shall supersede for all purposes
the earlier map or maps which it is designated to replace.~~

~~Sec. 1.125. -- Corporate boundaries; limits.~~

~~The corporate limits of the City of Villa Rica shall be those existing as of December 31, 2016 as shown on the
maps of the City.~~

~~Sec. 1.126. -- Corporate boundaries; change.~~

~~The corporate limits of the City of Villa Rica shall also include the following described area:~~

~~All that tract or parcel of land lying and being in Land Lot 195 and Land Lot 196 of the 6th District of Carroll
County, Georgia, and being more particularly described as follows: BEGINNING at the intersection of the
southwesterly right-of-way of Georgia State Highway 101, a/k/a Rockmart Road, and the northwesterly
right-of-way of Georgia Highway 61 Connector, a/k/a Industrial Boulevard, and from said POINT OF
BEGINNING, running in a southwesterly direction along the northwesterly right-of-way of said Georgia Highway
61 Connector a distance of 1100 feet, more or less, but specifically to the property of the City of Villa Rica known
as Gold Dust Park; thence running in a northerly direction along the easterly line of property of the City of Villa
Rica a distance of 270 feet, more or less, but specifically to the northeast corner of said City of Villa Rica
property; thence running in a westerly direction along the northerly line of said City of Villa Rica property 1,470
feet, more or less, but specifically to the northwest corner of said City of Villa Rica property; thence running in a
southerly direction along the westerly line of said City of Villa Rica property 1,150 feet, more or less, but
specifically to the south land lot line of Land Lot 195; thence running in a westerly direction along the south land
lot line of Land Lot 195 and Land Lot 916, 2,280 feet, more or less, but specifically to the southeast corner of
Iron Creek Mobile Home Park; thence running in a northerly direction along the easterly line of said Mobile
Home Park 1,430 feet, more or less, but specifically to the south line of property now or formerly owned by
Daniel Bearden and Marilee Bearden; thence running in an easterly direction 4,650 feet, more or less, but
specifically to the southwesterly right-of-way of Georgia State Highway 101; thence running in a southeasterly
direction along said southwesterly right-of-way 40 feet, more or less, but specifically to the point of beginning.~~

59 SECTION 1.12.

60 ~~Sec. 1.13. -- Specific powers.~~

61 The corporate powers of the government of the City of Villa Rica, to be exercised by the
62 governing authority, may include the following:

- (1) To levy and provide for the assessment, valuation, revaluation, and collection of
63 ~~774 taxes~~ on all property subject to taxation;
- (2) To levy and provide for the collection of license fees and taxes on privileges,
64 occupations, trades, and professions, and to license and regulate such privileges,
65 occupations, trades, and professions and to provide for the manner and method of
66 payment of such licenses and taxes;
- (3) To make appropriations for the support of the government of the city, to authorize
67 the expenditure of money for any purposes authorized by this charter and for any
purpose

- [68](#) for which a municipality is authorized by the laws of the State of Georgia and to
provide
- [69](#) for the payment of expenses of the city;
- [\(4\)](#) To appropriate and borrow money for the payment of debts of the city, and to issue
[70](#) bonds for the purpose of raising revenue to carry out any project, program, or venture
[71](#) authorized by this charter or the laws of the State of Georgia;
- [\(5\)](#) To acquire, dispose of, and hold in trust or otherwise any real, personal, or mixed
[72](#) property, in fee simple, or lesser interest, inside or outside the property limits of the
city;
- [\(6\)](#) To accept or refuse gifts, donations, bequests or grants from any source for any
[73](#) purpose related to the powers and duties of the city and the general welfare of its
citizens,
[74](#) on such terms and conditions as the donor or grantor may impose;
- [\(7\)](#) To condemn property, inside or outside the corporate limits of the city for present or
[75](#) future use, and for any corporate purpose deemed necessary by the governing authority,
[76](#) under ~~{O.C.G.A. ~~the~~ Title 22}~~ or under oath applicable Public Acts as are or may be
enacted;
- [\(8\)](#) To acquire, lease, construct, operated~~{operate}~~, maintain, sell and dispose of public
utilities,
[77](#) including but not limited to a system of waterworks, sewers and drains, sewage
disposal,
[78](#) gas works, electric light plants, transportation facilities, public airports and any other
[79](#) public utility; to fix the taxes, charges, rates, fares, fees, assessments, regulations and
[80](#) penalties and withdrawal of service for refusal or failure to pay same and the manner in
[81](#) which such remedies shall be enforced;
- [\(9\)](#) To grant franchises or make contracts for public services; to prescribe the rates, fares,
[82](#) regulations and standards and conditions of service applicable to the service to be
[83](#) provided by the franchise grantee or contractor, insofar as not in conflict with such
[84](#) regulations by the public service commission;

- (10) To lay out, open, extend, widen, narrow, establish or change the grade of, abandon
or close, construct, pave, curb, gutter, adorn with shade trees, otherwise improve,
maintain, repair, clean, prevent erosion of, and light roads, alleys and walkways within
the corporate limits of the city;
- (11) To grant franchise and rights-of-way throughout the streets and roads, and over the
bridges and viaducts, for the use of public utilities;
- (12) To provide for the acquisition, construction, building, operation and maintenance
of public ways, parks and playgrounds, recreational facilities, cemeteries, markets and
market houses, public buildings, libraries, sewers, drains, sewerage treatment, airports,
hospitals and charitable, cultural, educational, penal and medical institutions, agencies
and facilities; and any other public improvements, inside or outside the corporate limits
of the city; and to regulate the use thereof, and for such purposes, property may be
acquired by condemnation under [O.C.G.A. ~~title 22~~, Title 22, or other applicable Public
Acts, as
are or may be enacted;
- (13) To require real estate owners to repair and maintain in a safe condition the
sidewalks adjoining their lots or lands; and to enact ordinances establishing the terms
and
conditions under which such repairs and maintenance shall be effected, including the
penalties to be imposed for failure to do so;
- (14) To regulate ~~the erection~~ and establish minimum standards for the construction and repair
of
buildings and all other structures, electrical wiring and equipment, gas installation and
equipment, plumbing and housing; to adopt building, housing, plumbing, electrical, gas
and heating and air conditioning codes ~~and to regulate all housing, building and building trades~~;
to license all building trades and to license the
construction and erection of buildings and all other structures; and to provide for the
enforcement of such standards;
- (15) To provide for the prevention and punishment of drunkenness and public
disturbances;
- (16) To regulate or prohibit junk dealers; pawnshops; the manufacture, sale, or
transportation of intoxicating liquors; and to regulate the transportation, storage and use
of combustible, explosive and inflammable materials, the use of lighting and heating
equipment, and any other business or situation which may be dangerous to persons or
property;
- (17) To regulate and control the conduct of peddlers and itinerant trades, theatrical
performances, exhibitions, shows of any kind whatever, by taxation or otherwise;
- (18) To prohibit or regulate and control the erection, removal and maintenance of signs,
billboards, trees, shrubs, fences, buildings and any and all other structures or
obstructions

- [111](#) upon or adjacent to the rights-of-way of streets and roads or within view thereof, within
- [112](#) or abutting the corporate limits of the city, and to prescribe penalties and punishment
- [113](#) for
- [113](#) violation of such ordinances;
- [\(19\)](#) To prescribe standards of health and sanitation and to provide for the enforcement
- [114](#) of such standards;
- [\(20\)](#) To regulate the emission of smoke or other exhaust which pollutes the air and to
- [115](#) prevent the pollution of natural streams which flow within the corporate limits of the
- [115](#) city;
- [\(21\)](#) To fix and establish fire limits and from time to time to extend, enlarge or restrict
- [116](#) same; to prescribe fire safety regulations not inconsistent with general law, relating to
- [117](#) both fire prevention and detection and to firefighting, and to prescribe penalties and
- [118](#) punishment for violation thereof;
- [\(22\)](#) To provide for the destruction and removal of any building or other structure which
- [119](#) may become dangerous or detrimental to the public;
- [\(23\)](#) To provide for the collection, method of collection and disposal of garbage, rubbish
- [120](#) and refuse and to regulate the collection and disposal of garbage, rubbish, and refuse by
- [121](#) others; and to provide for the separate collection of glass, tin, aluminum, cardboard,
- [121](#) paper
- [122](#) and other recyclable materials and to provide for the sale of such items;
- [\(24\)](#) To levy, fix, assess and collect a garbage, refuse and trash collection and disposal
- [123](#) and other sanitary service charge, ~~tax~~ or fee, for such services as may be necessary in
- [123](#) the
- [124](#) operation of the city from all individuals, firms, and corporations residing in or doing
- [125](#) business therein benefiting from such services; to enforce the payment of such charges, ~~taxes,~~
- [126](#) and fees and to provide for the manner and method of collecting such service charges;
- [\(25\)](#) To levy a fee, charge or sewer assessment as necessary to assure the acquiring,
- [127](#) constructing, equipping, operating, maintaining and extending of a sewerage disposal
- [128](#) plant and sewerage system and to levy on the users of sewers and the sewerage system
- [129](#) a sewer service assessment or sewer fee for the use of the sewers; and to provide for the
- [130](#) manner and method of collecting such service charges and for enforcing payment of
- [131](#) same;
- [\(26\)](#) To charge, impose and collect a sewer connection fee or fees and to charge the same
- [132](#) from time to time; such fees to be levied on the users connecting with the sewerage
- [133](#) system;
- [\(27\)](#) To define, regulate and prohibit any act, practice, conduct or use of property which
- [134](#) is detrimental, or likely to be detrimental, to the health, sanitation, cleanliness, welfare
- [135](#) and safety of the inhabitants of the city and to provide for the enforcement of such
- [136](#) standards;

(28) To define a nuisance and provide for its abatement whether on public or private property;

(29) To provide for the preservation and protection of property and equipment of the city and administration and use of same by the public and to prescribe penalties and punishment for violations thereof;

~~(30) To establish minimum standards for and to regulate building construction and repair, electrical wiring and equipment, gas installation and equipment, plumbing and housing, for the health, sanitation, cleanliness, welfare and safety of inhabitants of the city and to provide for the enforcement of such standards;~~

(30) ~~(31)~~ To provide that persons given jail sentences in the municipal court shall work out such sentence in any public works or on the streets, roads, drains and squares in the city;

or to provide for the commitment of such persons to any county work camp or jail by agreement with the appropriate county officials;

(31) ~~(32)~~ To adopt ordinances and regulations for the prevention of disorderly conduct and disturbing the peace in the corporate limits of the city and to prohibit ~~the playing of lotteries therein, and to prohibit~~ or regulate by

ordinance such other conduct and activities within said city, which while not constituting

an offense against the laws of this state, are deemed by the governing authority to be detrimental and offensive to the peace and good order of the city or to the welfare of the

citizens thereto;

(32) ~~(33)~~ To regulate and license, or prohibit the keeping or running at large of animals and fowl and to provide for the impoundment of same, if in violation of any ordinance or lawful order; ~~also~~ and to provide for their disposition by sale, gift, or humane destruction,

when not redeemed as provided by ordinance enacted hereunder;

(33) ~~(34)~~ To regulate the operation of motor vehicles and exercise control over all traffic, including parking, upon or across the streets, roads, alleys and walkways of the city;

~~(35) To regulate and license vehicles operated for hire in the city; to limit the number of such vehicles; to require the operators thereof to be licensed; to require public liability insurance of such vehicles in the amounts to be prescribed by ordinance; and to regulate and rent parking spaces in public ways for the use of such vehicles;~~

(34) ~~(36)~~ To provide and maintain a system of pensions and retirement for officers and employees of the city;

(35) ~~(37)~~ To levy and provide for the collection of special assessments to cover the costs for any public improvements;

(36) ~~(38)~~ To enter into contracts and agreements with other governmental entities and with private persons, firms and corporations providing for services to be furnished and payments to be made therefor;

(37) ~~(39)~~ To create, alter, or abolish departments, boards, offices, commissions and agencies of the city, and to confer upon such agencies the necessary and appropriate authority for

carrying out all the powers conferred or delegated to same;

(38) ~~(40)~~ To make, ordain and establish such bylaws, ordinances, rules and regulations as
158 shall appear necessary for the security, welfare, convenience and interest of the city and
159 the inhabitants thereof and for preserving the health, peace, order and good government
160 of the city;

(39) ~~(41)~~ To provide penalties for violations of any ordinance adopted pursuant to the
161 authority of this charter and the laws of the State of Georgia;

(40) ~~(42)~~ To exercise the power of arrest through duly appointed policemen;

(41) ~~(43)~~ To establish procedures for determining and proclaiming that an emergency
162 situation exists within or without the city and to make and carry out all reasonable
163 provisions deemed necessary to deal with or meet such an emergency for the
164 protection,
165 safety, health or well- being of the citizens of the city; and

(42) ~~(44)~~ To exercise and enjoy all other powers, functions, rights, privileges and immunities
166 necessary or desirable to promote or protect the safety, health, peace, security, good
167 order, comfort, convenience or general welfare of the city and its inhabitants; and to
168 exercise all implied powers necessary to carry into execution all powers granted in this
169 charter as fully and completely as if such powers were fully enumerated herein; and to
170 exercise all powers now or in the future authorized to be exercised by other municipal
171 governments under other laws of the State of Georgia. No enumeration of particular
172 powers in this charter shall be held to be exclusive of others, nor restrictive of general
173 words and phrases granting powers; ~~but~~ shall be held to be in addition to such powers
174 unless expressly prohibited to municipalities under the ~~constitution~~ Constitution or
applicable laws
of the State of Georgia.

175 SECTION 1.13.

176 ~~Sec. 1.14.~~ General powers.

177 In addition to all other powers herein granted, the city shall be vested with any and all
powers
178 which municipal corporations are or may hereafter be authorized or required to exercise
179 under the ~~constitution~~ Constitution and laws of the State of Georgia, as fully and completely
as though
180 such powers were specifically enumerated herein; ~~and~~ any and all powers which the city
was
181 heretofore authorized to exercise upon the effective date of this charter.

182 SECTION 1.14.

183 ~~Sec. 1.15.~~ Construction.

184 The powers of the city shall be construed liberally and in favor of the city. The specific
185 mention or failure to mention particular powers in this charter shall not be construed as
186 limiting in any way the general power of the city as stated in this charter. It is the intention
187 hereof to grant the city full power and right to exercise all governmental authority
necessary
188 for the effective operation and conduct of the city and all of its affairs.

189 SECTION 1.15.

190 ~~Sec. 1.16.~~—Exercise of powers.

191 All powers, functions, rights, privileges and immunities of the city, its officers, agencies or
192 employees shall be carried into execution as provided by this charter. If this charter makes
193 no provision such powers, functions, rights, privileges, and immunities shall be carried into
194 execution as provided by ordinance of the governing authority and as provided by pertinent
195 laws of the State of Georgia.

~~Sec. 1.17.~~—Ordinances.

~~All ordinances, bylaws, rules and regulations now in force in the city not inconsistent with this charter, are hereby
declared valid and of full effect and force until amended or repealed by the governing authority.~~

196 ARTICLE II.—

197 GOVERNING BODY

198 ~~Sec.~~SECTION 2.10.—

199 Creation; composition; number; election.

200 The legislative authority of the government of the City of Villa Rica, ~~Georgia~~, except as
otherwise
201 specifically provided in this charter, shall be vested in a city council to be composed of a
202 mayor and five ~~(5)~~ — councilmembers. The mayor and councilmembers shall be elected
in a
203 manner provided by ~~article~~ Article V of this charter.

204 ~~Sec.~~SECTION 2.11.—

205 Qualifications for office.

(a) No person shall be eligible to serve as mayor or councilmember unless he ~~/or~~ or she shall
206 have been a resident of the city for a period of not less than one year immediately prior to
the
207 date of the election of mayor or members of the council and shall continue to reside therein
208 during his ~~/or~~ or her period of service and shall be registered and qualified to vote in
municipal
209 elections of the City of Villa Rica, ~~Georgia~~, and unless he ~~/or~~ or she shall meet the qualification
standards
210 required for members of the Georgia House of Representatives, as are now or may in the

211 future be prescribed by the Georgia Constitution.

(b) 212 No person shall be eligible as a candidate for the office of councilmember or to remain
213 in office as a councilmember, unless he~~/~~or she shall reside in the ward for which he~~/~~or she
is elected.

214 ~~Sec.~~**SECTION 2.12.—**

215 Compensation and expenses.

216 The mayor and councilmembers shall receive as compensation for their services an amount
217 prescribed by ordinance passed by the council in conformity with the laws of the State of
218 Georgia. The mayor and councilmembers shall be entitled to receive their actual and
219 necessary expenses incurred in the performance of their duties of office as prescribed by
220 ordinance.

221 ~~Sec.~~**SECTION 2.13.—**

222 Prohibitions.

(a) 223 Holding other office. Except as authorized by law, no member of the council shall hold
224 any other elective city office or city employment during the term for which he~~/~~or she was
elected.

(b) 225 Voting when personally interested. Neither the mayor nor any other member of the
council shall vote upon any question in which he~~/~~or she is personally interested. The
mayor

226 and councilmembers shall abide by the "Code of Ethics and Prohibited Practices"
227 incorporated in this charter as "~~appendix~~Appendix A."

228 ~~Sec.~~**SECTION 2.14.—**

229 Inquiries and investigations.

230 The council may make inquiries and investigations into the affairs of the city and the
conduct
231 of any department, office or agency thereof and for this purpose may subpoena witnesses,
232 administer oaths, take testimony and require the production of evidence. Any person who
233 fails or refuses to obey a lawful order issued in the exercise of these powers by the council
234 shall be punished as provided by ordinance.

235 ~~Sec.~~**SECTION 2.15.—**

236 General power and authority of the council.

(a) Except as otherwise provided by law or by this charter, the council shall be vested with

237 all the powers of government of the City of Villa Rica, ~~Georgia~~, as provided by ~~article~~ Article
I of this charter

238 and state law.

(b) In addition to all other powers conferred upon it by law, the council shall have the
239 authority to adopt and provide for the execution of such ordinances, resolutions, rules and
240 regulations, not inconsistent with this charter, the ~~constitution~~ Constitution and the laws of
the State of
241 Georgia, which it shall deem necessary, expedient or helpful for the peace, good order,
242 protection of life and property, health, welfare, aesthetics, sanitation, comfort,
convenience,
243 prosperity or well-being of the inhabitants of the City of Villa Rica, ~~Georgia~~, and may
enforce such ~~ordinance~~
244 ordinances by imposing penalties for violation thereof.

(c) The council may by ordinance create, change, alter, abolish or consolidate offices,
245 agencies and departments of the city and may assign additional functions to any of the
246 offices, agencies and departments expressly provided for by this charter.

247 ~~Sec.~~ SECTION 2.16.
248 Powers and duties of mayor.

249 The mayor shall be the chief executive official of the city and chief advocate of policy. He/
250 or she shall preside at meetings of the council, shall sign ordinances and resolutions,
except
251 as otherwise provided by this charter, shall sign deeds, bonds, contracts, and other
252 instruments or documents when authorized by the council to do so. The mayor shall vote
253 only in case of a tie. The mayor shall perform such other duties as may be imposed by this
254 charter or by ordinance of the council not inconsistent therewith.

255 SECTION 2.17.
256 ~~Secs. 2.17~~ Reserved.

257 SECTION 2.18.
258 Reserved.

259 SECTION 2.19.
260 Reserved.

261 ~~Sec.~~ SECTION 2.20.
262 Organization of council; ~~7.~~ mayor pro tem.

- (a) The new councilmembers shall be sworn in by any officer authorized by law to administer an oath and the oath of office shall be administered as required by state law.
- (b) Following the induction of members, the council by majority vote of all the members thereof shall elect one ~~(4)~~ of their members to be mayor pro tem, who shall serve for a term of one ~~(4)~~ year and until his~~/~~or her successor is elected and qualified. The mayor pro tem shall preside at meetings of the ~~Council~~council in the temporary absence of the mayor.
- (c) In the event the ~~Mayor~~mayor is unable to carry out his~~/~~or her designated duties due to vacation of office, or some other unforeseen circumstance, the mayor pro tem shall immediately assume the position of interim mayor pending a special election to fill the vacancy or other resolution of the vacancy or pursuant to state law. The interim mayor shall have all of the powers of the mayor, with the exception of the power of veto. The interim mayor shall retain his~~/~~or her right to vote as a member of the council. Once the vacancy in the office of the mayor is resolved by law then the interim mayor shall revert back to his~~/~~or her prior status on the council.
- (d) If the mayor pro tem shall become the interim mayor pursuant to the ~~preceding paragraph~~provisions of subsection (c) of this section, then the council shall elect a new mayor pro tem to complete the term of the previous mayor pro tem. If the interim mayor should leave office as set forth in the ~~preceding paragraph~~provisions of subsection (c) of this section, then the new mayor pro tem will become the interim mayor.
- (e) The interim mayor~~-pro tem~~ shall preside at meetings of the city council upon the mayor's absence~~-or in case of the mayor's temporary physical or mental disability~~ or due to vacation of office, suspension from office, or other unforeseen circumstance preventing the mayor from temporarily carrying out the duties of the office. The interim mayor~~-pro tem~~ shall have no veto power and shall not assume any other powers of the mayor except that the interim mayor~~-pro tem~~ shall be authorized to sign contracts, ordinances, and resolutions ~~where the council has authorized him/her to do so and the mayor has not exercised a veto of the action.~~the mayor shall sign pursuant to Section 2.16. When presiding at meetings of the city council, the interim mayor~~-pro tem~~ may vote on all matters and in all instances in which he~~/~~or she would be authorized to vote if he~~/~~or she were not presiding.

~~Sec.~~SECTION 2.21.—

Regular and special meetings.

(a) The council shall hold regular meetings at such places and times as prescribed by ordinance. The council may recess any regular meeting and continue such meetings on any weekday or hour it may fix and may transact any business at such continued meeting as may be transacted at any regular meeting.

(b) Special meetings of the council may be held on call of the mayor with the consent of at least two ~~(2)~~ members of the council or upon the call of three ~~(3)~~ councilmembers. Notice of such special meetings shall be served on all other members by e-mail personally, by telephone personally, or shall be left at their residences at least ~~twenty-four (24)~~ hours in advance of the meeting.

Such notice shall not be required if the mayor and all councilmembers are present when the special meeting is called.

(c) All meetings of the council shall be public.

~~See~~**SECTION 2.22.—**
Rules of procedure.

The council shall adopt its rules of procedure and order of business consistent with the provisions of this charter and shall provide for keeping a journal of its proceedings, which shall be of a public record.

~~See~~**SECTION 2.23.—**
Quorum; voting.

The mayor (or mayor pro tem when presiding) and three ~~(3)~~ councilmembers shall constitute a quorum and shall be authorized to transact business of the council. In the absence of the mayor, three ~~(3)~~ councilmembers may constitute a quorum for the purpose of transacting business. Voting on the adoption of ordinances shall be taken by hand vote and the votes shall be recorded in the journal. When a quorum is present, the affirmative vote of a majority of those councilmembers present shall be required for the adoption of any ordinance, resolution or motion except as otherwise provided in this charter.

~~See~~**SECTION 2.24.—**
Action requiring an ordinance.

(a) Except as herein provided, every official action of the council which is to become law, shall be by ordinance. Each proposed ordinance shall be introduced in writing and in the

312 form required for final adoption. No ordinance shall contain a subject which is not
expressed

313 in its title. The enacting clause shall be "The Council of the City of Villa Rica, Georgia,
314 hereby ordains ~~...~~."

(b) An ordinance may be introduced by any member of the council and read at a regular or
315 special meeting of the council. Ordinances shall be considered and adopted or rejected by
the

316 council in accordance with the rules which it shall establish. Upon introduction of any
317 ordinance, the clerk shall distribute a copy to the mayor and to each councilmember and
shall

318 file a reasonable number of copies in the office of the clerk and at such other places as the
319 council may designate.

(c) Formal action by the council on matters of a special or temporary character generally
320 limited to one subject ~~—e.g. approval of contracts or appointments—~~ may be made by resolution.
Resolutions may be introduced by any

321 member of the council or their designees. Resolutions shall be considered or adopted or
322 rejected by the council in accordance with the rules which it shall establish.

323 ~~Sec.~~**SECTION 2.25.—**

324 Codes of technical regulations.

(a) The council may adopt any standard code of technical regulations by reference thereto
325 in any adopting ordinance. The procedure and requirements governing such adopting
326 ordinance shall be as prescribed for ordinances generally, except that:

(1) The requirements of ~~section~~**Section** 2.24(b) for distribution and filing of copies of the
327 ordinance shall be construed to include copies of any code of technical regulations, as
328 well as the adopting ordinance; and

(2) A copy of each adopted code of technical regulations, as well as the adopting
329 ordinance, shall be authenticated and recorded by the clerk pursuant to ~~section~~**Section**
2.27.

(b) Copies of any adopted code of technical regulations shall be made available by the clerk
330 for distribution or for purchase at a reasonable price.

331 ~~Sec.~~**SECTION 2.26.—**

332 Signing; authenticating; recording; codification; printing.

(a) The clerk or city manager shall authenticate by his~~or~~**or** her signature and record in full in
333 a properly indexed book kept for the purpose of recording all ordinances adopted by the
334 council.

(b) The council shall provide for the preparation of a general codification of all of the
335 ordinances of the city having the force and effect of law. The general codification shall be

adopted by the council by ordinance and shall be published promptly, together with all amendments thereto, with this charter, any amendment thereto, and such codes of technical regulations and other rules and regulations as the city council may specify. This compilation

shall be known and cited officially as "The Code of the City of Villa Rica, Georgia." Copies

of the code shall be furnished to all officers, departments and agencies of the city and made

available for purchase by the public at a reasonable price as fixed by the council.

(c) The council shall cause each ordinance and each amendment to this charter to be printed promptly following its adoption and the printed ordinance and charter amendments shall be made available for purchase by the public at reasonable prices to be fixed by the council. Following publication of the first Code of the City of Villa Rica, Georgia, and at all times thereafter, the ordinances and charter amendments shall be printed in substantially the same

style as the code currently in effect and shall be suitable in form for incorporation therein.

The council shall make such further arrangements as deemed desirable with respect to reproduction and distribution of any current changes in or additions to codes of technical regulations and other rules and regulations included in the code.

~~See~~ **[SECTION 2.27.](#)**—

Submission of ordinances, resolutions to the mayor; veto power.

(a) Every ordinance and written resolution adopted by the city council shall be presented promptly by the city clerk to the mayor with a transmittal sheet showing the date the document is presented to the mayor. Except as provided in subsection (d) ~~below~~[of this section](#), no

ordinance or written resolution adopted with five ~~(5)~~ affirmative votes of the city council may

be disapproved by veto of the ~~Mayor~~[mayor](#).

(b) The mayor, within three calendar days of receipt of an approved ordinance or resolution, shall return it to the city clerk with or without the mayor's approval or with the mayor's disapproval. If the ordinance or resolution has been approved by the mayor, it shall become law upon its return to the city clerk; ~~if~~ [If](#) the ordinance or resolution is neither approved nor disapproved [by the mayor](#), it shall become law at 12:00 noon on the third full calendar day after its adoption; ~~if~~ [If](#) the ordinance or resolution is disapproved [by the mayor](#), the mayor shall

submit to the city council through the clerk a written statement of the reasons for the veto.

The clerk shall record upon the ordinance or resolution the date of its delivery to and receipt

from the mayor.

(c) Ordinances or resolutions vetoed by the mayor shall be presented by the clerk to the city

364 council at its next meeting. If the city council then adopts the ordinance or resolution by an
365 affirmative vote of four members, it shall become law. A majority of a quorum of the
council
366 may delay a vote on the override of a veto to a meeting no later than ~~thirty~~(30) days
subsequent to
367 the date the mayor submits a written statement of reasons for the veto to the clerk.
(d) The mayor may disapprove or reduce any item or items of appropriation in any ordinance
368 within three calendar days from its adoption. The approved part or parts of any ordinance
369 making appropriations shall become law, and the part or parts disapproved shall not
become
370 law unless subsequently passed by the councilmembers over the mayor's veto as provided
371 in this section. The reduced part or parts shall be presented to the city council as though
372 disapproved and shall not become law unless overridden by the council as provided in
373 subsection (c) of this section.

374 ARTICLE III.—
375 EXECUTIVE BRANCH
376 ~~See~~SECTION 3.10.—
377 Administrative and service departments.

(a) The council, by ordinance, may establish, abolish, merge or consolidate offices, positions
378 of employment, departments and agencies of the city, as they may deem necessary for the
379 proper administration of the affairs and government of the city. The council shall prescribe
380 the functions and duties of existing departments, offices and agencies or of any
departments,
381 offices and agencies hereinafter created or established; may provide that the same person
382 shall fill any number of offices and positions of employment; and may transfer or change
the
383 function or duties of offices, positions of employment, departments and agencies of the
city.
(b) The operations and responsibilities of each department now or hereafter established in
384 the city shall be distributed among such divisions or bureaus as may be provided by
385 ordinance of the council. Each department shall consist of such officers, employees and
386 positions as may be provided by this charter or by ordinance and shall be subject to the
direct
387 supervision and guidance of the city manager and to the general supervision and guidance
388 of the mayor and council.
(c) Except as otherwise provided by this charter, the directors of departments and other
389 appointed officers of the city shall serve at the pleasure of the appointing authority.
390 Vacancies occurring in an appointive office shall be filled in the same manner as
prescribed

391 by this charter for an original appointment.

(d) 392 Except as otherwise provided by law, the directors of departments and other appointed
393 officers of the city shall be appointed solely on the basis of their respective administrative
and professional qualifications.

(e) 394 All appointive officers and directors of departments shall receive such compensation as
prescribed by ordinance of the city council.

395 **SECTION 3.11.**

396 ~~Sec. 3.11~~—Council's interference with administration.

397 The ~~Mayer~~mayor and councilmembers shall not attempt to direct city officers and
employees who
398 are subject to the direction and supervision of the city manager, and shall not give orders to
399 any such officer or employee, either publicly or privately. The city council when acting as
400 a body pursuant to this charter does retain the right to control and direct city operations.

401 ~~Sec.~~**SECTION 3.12.—**

402 Boards, commissions, and authorities.

(a) 403 All members of boards, commissions and authorities of the city shall be appointed by the
404 council for such terms of office and such manner of appointment as provided by ordinance,
except where ~~other~~another appointing authority, term of office or manner of appointment is
405 prescribed by this charter or by applicable state law.

(b) 406 No voting member of any board, commission or authority shall hold any elective office
in the city, except as may be specifically allowed by city ordinance or state law.

(c) 407 Any vacancy in office of any member of a board, commission or authority of the city
408 shall be filled for the unexpired term in the manner prescribed herein for the original
appointment, except as otherwise provided by this charter or any applicable state law.

(d) 409 No member of any board, commission or authority shall assume office until heor she
410 shall have executed and filed with the clerk of the city an oath obligating himself or herself
to faithfully and impartially perform the duties of hisor her ~~offices~~office, such oath to be
prescribed

411 by ordinance of the council and administered by the mayor.

(e) 412 Any member of a board, commission or authority serves at will of the city council and
may be removed from office by a vote of a majority of the members of the city council.

(f) 413 Members of boards, commissions, and authorities may receive such compensation and
expenses in the performance of their official duties as prescribed by ordinance.

(g) 414 The qualifications required of members of boards, commissions, and authorities shall be
prescribed by ordinance.

(h) Except as otherwise provided by this charter or by applicable state law, each board, commission or authority of the city government shall elect one ~~(4)~~ of its members as chair and one ~~(4)~~ member as vice chair for terms of one ~~(4)~~ year. The board, commission, or authority may elect a city employee to serve as a non-voting clerk to the body. Each board, commission or authority of the city government may establish (after ~~approval~~appointment by the ~~mayer and city councilmembers~~) such bylaws, rules and regulations, not inconsistent with this charter, ordinances of the city or applicable state law, as it deems appropriate and necessary for the conduct of its affairs, copies of which shall be filed with the clerk of the city.

SECTION 3.13.
~~Secs. 3.13—3.19. Reserved.~~Reserved.

SECTION 3.14.
Reserved.

SECTION 3.15.
Reserved.

SECTION 3.16.
Reserved.

SECTION 3.17.
Reserved.

SECTION 3.18.
Reserved.

SECTION 3.19.
Reserved.

~~Sec.~~SECTION 3.20.—
City manager~~;~~. appointment, qualification and compensation.

The council may appoint~~,~~. for an indefinite term, an officer whose title shall be city manager.

The manager may be appointed solely on the basis of his~~,~~. or her executive and administrative

440 qualifications with special reference to his~~/or~~ her educational background and his~~/or~~ her
441 actual experience in and knowledge of, the duties of office as hereinafter prescribed. The
442 manager shall serve at the pleasure of the council. At the time of his~~/or~~ her appointment,
the
443 city manager need not be a resident of the city and neither shall he~~/or~~ she be required to
444 reside therein during his~~/or~~ her tenure of office.

445 ~~Sec.~~**SECTION 3.21.**~~—~~
446 Chief administrative officer.

447 The manager shall be chief administrative officer of the government of the City of Villa
Rica~~, Georgia~~.
448 He~~/or~~ she shall be responsible to the council for the proper and efficient administration of
the
449 affairs of the city.

450 ~~Sec.~~**SECTION 3.22.**~~—~~
451 Powers and duties.

452 As chief administrative officer, the city manager shall have the power to appoint and
remove
453 all city officers and department directors with the approval of the council. He~~/or~~ she shall
454 also have such other powers and duties as are vested in him~~/or~~ her by this charter and by
455 ordinance.

456 ~~Sec.~~**SECTION 3.23.**~~—~~
457 Removal of city manager.

458 The city manager is employed at will and may be summarily removed from office at any
time
459 by the city council subject to the terms of any employment agreement.

460 **SECTION 3.24.**
461 ~~Secs. 3.24—3.29.~~ Reserved.

462 **SECTION 3.25.**
463 Reserved.

464 **SECTION 3.26.**
465 Reserved.

466 SECTION 3.27.

467 Reserved.

468 SECTION 3.28.

469 Reserved.

470 SECTION 3.29.

471 Reserved. ~~Sec.~~

472 SECTION 3.30.—

473 City clerk.

474 The city manager shall appoint a city clerk to keep a journal of the proceedings of the city
475 council and to maintain in a safe place all records and documents pertaining to the affairs
of
476 the city and to perform such other duties as may be required by law or as the city manager
477 may direct.

478 ~~Sec.~~ SECTION 3.31.—

479 Tax collector.

480 The city manager may appoint, subject to the approval of the city council, a tax collector to
481 collect all taxes, licenses, fees and other monies belonging to the city, subject to the
482 provisions of this charter and the ordinances of the city, and the tax collector shall
diligently
483 comply with and enforce all general laws of Georgia relating to the collection, sale or
484 foreclosure of taxes by municipalities.

485 ~~Sec.~~ SECTION 3.32.—

486 City attorney.

(a) The city manager, subject to the approval of the city council, shall appoint and may
487 terminate a city attorney, together with such assistant city attorneys as may be authorized,
488 and shall provide for the payment of such attorney or attorneys for services rendered to the
489 city. The city attorney shall be responsible for providing for the representation and defense
490 of the city in all litigation in which the city is a party; may be the prosecuting officer in the
491 municipal court; shall attend the meetings of the council as directed; shall advise the city
492 council, mayor, and other officers and employees of the city concerning legal aspects of the

[493](#) city's affairs~~;~~ and shall perform such other duties as may be required by virtue of the
person's
[494](#) position as city attorney.

[\(b\)](#) The city attorney is not a public official of the city and does not take an oath of office.
[495](#) A law firm, rather than an individual, may be designated as the city attorney.

[496](#) ~~See~~[SECTION 3.33.](#)
[497](#) City accountant.

[498](#) The city manager may appoint or terminate, subject to the approval of the city council, a
city
[499](#) accountant to perform the duties of an accountant.

[500](#) ~~See~~[SECTION 3.34.](#)
[501](#) Consolidation of functions.

[502](#) The city manager, with the approval of the council, may consolidate any two~~(2)~~ or more of
the
[503](#) positions of city clerk, city tax collector, and city accountant, or any other positions or may
[504](#) assign the functions of any or more of such positions to the holder or holders of any other
[505](#) positions. The city manager may also, with the approval of the city council, perform all or
[506](#) any part of the functions of any of the positions or offices in lieu of appointing other
persons
[507](#) to perform the same.

[508](#) [SECTION 3.35.](#)
[509](#) ~~Secs. 3.35—3.39.~~ [Reserved.](#)
[510](#) [SECTION 3.36.](#)
[511](#) [Reserved.](#)

[512](#) [SECTION 3.37.](#)
[513](#) [Reserved.](#)

[514](#) [SECTION 3.38.](#)
[515](#) [Reserved.](#)

[516](#) [SECTION 3.39.](#)
[517](#) [Reserved.](#)

518 ~~Sec.~~SECTION 3.40.~~—~~

519 Position classification and pay plans.

520 The city manager shall be responsible for the preparation of a position classification and pay 607 plan which shall be submitted to the council for approval. Said plans may apply to all 608 employees of the City of Villa Rica, ~~Georgia~~, and of any of its agencies and offices. When a pay plan 609 has been adopted, the council shall not increase or decrease the grade or step categories of 610 individual employees except by amendment of said plan.

~~Sec.~~611 SECTION 3.41.~~—~~

612 Personnel policies.

~~(a)~~613 (a) Unless otherwise provided for by ordinance duly adopted by the city council or by 614 contract approved by the city council, all city employees shall be at will employees.

~~(b)~~615 (b) The council shall adopt rules and regulations consistent with this charter concerning:
~~(1)~~616 (1) The method of employee selection and probationary periods of employment;
~~(2)~~617 (2) The administration of position classification and pay plan, methods of promotion and 618 application of service ratings thereto and transfer of employees within the classification 619 plan;
~~(3)~~620 (3) Hours of work, vacation, sick leave and other leaves of absence, overtime pay and 621 the order and manner in which layoffs shall be effected; and
~~(4)~~622 (4) Such other personnel policies as may be necessary to provide for adequate and 623 systematic handling of the personnel affairs of the City of Villa Rica, ~~Georgia~~.

624 ARTICLE IV.~~—~~

625 JUDICIAL BRANCH

~~Sec.~~626 SECTION 4.10.~~—~~

627 Municipal court; ~~creation~~, jurisdiction.

628 There is hereby established a court to be known as the Municipal Court of the City of Villa 629 Rica, ~~Georgia~~, which shall have jurisdiction and authority to try offenses against the laws and 630 ordinances of said city and state as allowed by state law and to punish for a violation of the 631 same. Such court shall have the power and authority to enforce its judgments by the 632 imposition of such penalties as may be provided by law; to punish witnesses for 633 nonattendance, and to punish also any person who may counsel or advise, aid, encourage or 634 persuade another whose testimony is desired or material in any proceeding before said court, 635 to go or move beyond the reach of the process of the court; to try all offenses within the 636 territorial limits of the city constituting traffic cases which under the laws of Georgia are 637 placed within the jurisdiction of municipal or police courts to the extent of, and in accordance 638 with, the provisions of such laws and all laws subsequently enacted amendatory

thereof. Said 639 court shall be presided over by the judge of said court. In the absence or disqualification of 640 the judge, the judge pro tem shall preside and shall exercise the same powers and duties as 641 the judge when so acting. In the case of removal, the council shall follow those requirements 642 set forth in O.C.G.A. § 36-32-2.1 or as now or hereafter amended.

~~Sec.643~~ SECTION 4.11.--

644 Judge.

~~(a)645~~ (a) No person shall be qualified or eligible to serve as judge unless he ~~/she shall have attained the age of 21 years or~~ she is licensed to 646 practice law in the State of Georgia and ~~shall be an active~~ member in good standing of the State Bar ~~of Georgia. The judge shall be appointed by the council and shall serve at the discretion of the council. The compensation of the judge shall be fixed by the council.~~ 647 of Georgia; provided, however, that any judge serving on June 30, 2011, who does not meet 648 the qualifications required by O.C.G.A. § 36-32-1.1 may serve as municipal court judge so 649 long as such judge is in compliance with O.C.G.A. § 36-32-27.

650 (b) The governing authority is authorized to appoint a judge. Such judge shall receive 651 compensation as shall be fixed by the governing authority of the municipal corporation. Any 652 such judge shall serve for a minimum term of one year and until a successor is appointed or 653 if the judge is removed from office. Such term shall be memorialized in a written agreement 654 between such individual and the governing authority of the municipal corporation or in an 655 ordinance.

~~(b)656~~ (c) The judge pro tem shall serve in the absence of the judge, shall have the same 657 qualifications as the judge, shall be appointed by the council, and shall take the same oath 658 as the judge.

~~(e)659~~ (d) Before entering on duties of his ~~/or~~ her office, the judge shall take an oath before an 660 officer duly authorized to administer oaths in this state, that he ~~/or~~ she will truly, honestly, and 661 faithfully discharge the duties of his ~~/or~~ her office to the best of his ~~/or~~ her ability, without fear, 662 favor or partiality. The oath shall be entered upon the minutes of the council.

~~(d)663~~ (e) The city attorney shall not serve as the judge or judge pro tem of the municipal court.

~~Sec.664~~ SECTION 4.12.--

665 Convening.

666 Said court shall be convened at such times as designated by ordinance or at such times as 667 deemed necessary to keep current the dockets thereof.

~~Sec. 4.13.--Jurisdiction; powers.~~ 668 SECTION 4.13.

669 Powers.

~~(a)The municipal court shall try and punish for crimes against the City of Villa Rica and for violation of its ordinances and laws of the state for which jurisdiction has been granted to municipal courts.~~ 670 (a) The municipal court

shall have authority to punish those in its presence for contempt, 671 provided that such punishment shall not exceed \$1,000.00 or 12 months in jail. The 672 municipal court may fix punishment for offenses within its jurisdiction not exceeding a fine 673 of \$1,000.00 or as otherwise may be provided by state law or imprisonment for 12 months 674 or both and, in addition, may sentence any offender upon conviction to community service 675 for a period not exceeding 30 days.

~~(b)~~ 676 (b) The municipal court shall have authority to establish a schedule of fees, including an 677 information technology fee, to defray the costs of operation and shall be entitled to 678 reimbursement of the cost of meals, transportation and caretaking of prisoners bound over 679 to state or superior courts for violation of state laws.

~~(c)~~ 680 (c) The municipal court shall have authority to establish bail and recognizances to insure the 681 presence of those charged with violations before said court, and shall have discretionary 682 authority to accept cash or personal or real property as surety for appearance of persons 683 charged with violations. Whenever any person shall give bail for his ~~/or~~ her appearance and 684 shall fail to appear at the time fixed for trial, his ~~/or~~ her bond shall be forfeited by the judge 685 presiding at such time and an execution issued thereon by serving the defendant and his ~~/or~~ 686 her sureties with a rule nisi, at least two ~~(2)~~ days before a hearing on the rule nisi. In the event 687 that cash or property is accepted in lieu of bond for security for the appearance of a defendant 688 at trial and if such defendant fails to appear at the time and place fixed for trial, the cash so

689 deposited shall be on order of the judge declared forfeited to the City of Villa Rica, or the 690 property so deposited shall have a lien against it for the value forfeited, which lien shall be 691 enforceable in the same manner and to the same extent as a lien for city property taxes.

~~(d)~~ 692 (d) The municipal court shall have the authority to bind prisoners over to the appropriate 693 court when it appears by probable cause that a state law has been violated.

~~(e)~~ 694 (e) The municipal court shall have the authority to administer oaths and to perform all other 695 acts necessary or proper to the conduct of said court.

~~(f)~~ 696 (f) The municipal court may compel the presence of all parties necessary to a proper disposal 697 of each case by the issuance of summons, subpoena and warrants which may be served and 698 executed by any officer as authorized by this charter or by state law.

~~(g)~~ 699 (g) The municipal court is specifically vested with all of the jurisdiction and powers 700 throughout the entire area of the City of Villa Rica granted by state laws generally to 701 mayor's, recorder's, and police courts, and particularly by such laws as authorize the 702 abatement of nuisance.

~~Sec. 703~~ SECTION 4.14.

704 Certiorari.

705 The right of certiorari from the decision and judgment of the municipal court shall exist in
706 all criminal cases and ordinance violation cases, and such certiorari shall be obtained
under 707 the sanction of a judge of the Superior Court of Carroll County or of Douglas County,
708 depending upon where the offense occurred, under the laws of the State of Georgia 709
regulating the granting and issuance of writs of certiorari.

~~Sec. 710~~ SECTION 4.15.

711 Rules for court.

712 With the approval of the council, the judge shall have full power and authority to make
713 reasonable rules and regulations necessary and proper to secure the efficient and
successful 714 administration of the municipal court; provided, however, that the ~~Court~~court
shall comply with 715 the general laws of the State of Georgia. The rules and regulations made or
adopted for said 716 court shall be filed with the city clerk, shall be available for public
inspection and, upon 717 request, a copy may be furnished to all defendants in municipal court
proceedings at least 48 718 hours prior to said proceedings.

719 ARTICLE V.

720 ELECTIONS

~~Sec. 721~~ SECTION 5.10.

722 Elections; terms of office.

~~(a)~~723 (a) The mayor and councilmembers who are serving as such on January 1, 2018, and any
724 person selected to fill a vacancy in any such office, shall continue to serve as such
officers 725 until the regular expiration of their respective terms of office and upon the election and
726 qualification of their respective successors. Wards 1, 2, 3, 4, and 5, as they exist on 727
January 1, 2018, shall continue to be designated as Wards 1, 2, 3, 4, and 5,
respectively~~(b)~~. 728(b) At the general municipal election in 2019, there shall be elected a mayor
and 729 councilmembers to represent ~~wards~~Wards 1 and 2. Such officers shall have terms of office
expiring 730 December 31, 2023; and their successors shall be elected at the general municipal
election 731 in 2023 and quadrennially thereafter for terms of four years.

~~(e)~~732 (c) At the general municipal election in 2021, there shall be elected councilmembers to
733 represent ~~wards~~Wards 3, 4, and 5. Such officers shall have terms of office expiring
December 31, 734 2025; and their successors shall be elected at the general municipal election in
2025 and 735 quadrennially thereafter for terms of four years.

~~(d)~~736 (d) All elections for the office of mayor shall be by the voters of the entire city. Each 737

election for the office of councilmember shall be by ~~only~~ the voters of the ward the 738 councilmember is to represent. All elections shall be by a majority (50% plus one) of the 739 votes cast.

~~(e)~~740 (e) All general municipal elections shall be held on the Tuesday after the first Monday in 741 November.

~~(f)~~742 (f) Persons newly elected as mayor or councilmember at any general municipal election shall 743 take office on January 1 following the election after having received their oath of office. ~~(g)~~744 (g) The mayor and all councilmembers shall serve for the terms specified in this section and 745 until their successors are duly elected and qualified.

~~(h) The boundaries of the five wards for elections for councilmembers~~746 (h) For the purpose of electing members of the city council, Villa Rica is divided into five 747 wards. Such wards shall be and correspond to those five numbered districts described in ~~aid and~~ 748 attached to and made a part of this Act and further identified as 'Plan-Name: villaricaprop1—Tiger 210. Such attachment may also be referred to as Appendix B of the city charter. Wards 1, 2, 3, 4, and 5 shall be the same territory identified in such attachment as districts 1, 2, 3, 4, and 5 respectively.' 749 villaricaprop1-Tiger2010 Plan Type: Local Administrator: Villa Rica User: Gina'.

750 (i) For the purposes of such plan:

~~(i) When used in such attachment, the terms 'Tract' and 'HG' (Block Group~~751 (1) The term "VTD" (voting tabulation district) shall mean and describe the same 752 geographical boundaries as provided in the report of the Bureau of the Census for the "753 United States decennial census of 2010 for the State of Georgia. The separate numeric 754 designations in a ~~Tract~~district description which are underneath a ~~'BG'~~"VTD" heading shall mean

755 and describe individual ~~Blocks~~blocks within a ~~Block Group~~VTD as provided in the report of the Bureau of 756 the Census for the United States decennial census of 2010 for the State of Georgia. ~~Any part of the City of Villa Rica which is not included in any such ward or district described in that attachment shall be included within that ward or district contiguous to such part which contains the least population according to the United States decennial census of 2010 for the State of Georgia. Any part of the City of Villa Rica which is described in that attachment as being in a particular ward or district shall nevertheless not be included within such ward or district if such part is not contiguous to such ward or district. Such noncontiguous part shall instead be included within that ward or district contiguous to such part which contains the least population according to title United States decennial census of 2010 for the State of Georgia.; and~~ 757 (2) Except as otherwise provided in the description of any ~~council ward or~~ district, whenever the 758 description of ~~such ward or~~any district refers to a named city, it shall mean the geographical 759 boundaries of that city as shown on the census ~~map~~maps for the United States decennial 760 census of 2010 for the State of Georgia.

761 (j) Any part of Villa Rica which is not included in any district described in subsection (a) 762 of this section shall be included within that district contiguous to such part which contains 763 the least population according to the United States decennial census of 2010 for the State of 764 Georgia.

765 (k) Any part of Villa Rica which is described in subsection (a) of this section as being 766

included in a particular district shall nevertheless not be included within such district if
such 767 part is not contiguous to such district. Such noncontiguous part shall instead be included
768 within that district contiguous to such part which contains the least population according
to 769 the United States decennial census of 2010 for the State of Georgia.

~~(i)~~ 770 ~~(l)~~ The ~~City~~city shall evaluate and redraw, if necessary, the boundaries of the five wards,
as soon 771 as practical subsequent to each decennial census.

~~Sec. 772~~ SECTION 5.11.~~—~~

773 Qualifying; nomination of candidates; absentee ballots.

774 The council may by ordinance, when permitted by state law, prescribe rules and
regulations 775 governing qualifying fees, nomination of candidates, absentee ballots, write-in
votes, 776 challenge of votes, and such other rules and regulations as may be necessary for the
conduct 777 of elections in the City of Villa Rica.

778 SECTION 5.12.

779 ~~Secs. 5.12—5.19. —Reserved.~~ Reserved.

780 SECTION 5.13.

781 Reserved.

782 SECTION 5.14.

783 Reserved.

784 SECTION 5.15.

785 Reserved.

786 SECTION 5.16.

787 Reserved.

788 SECTION 5.17.

789 Reserved.

790 SECTION 5.18.

791 Reserved.

792 SECTION 5.19.

793 Reserved.

794 ~~Sec.~~**SECTION 5.20.**~~—~~

795 Applicability of general laws.

796 The procedures and requirements for election of all elected officials of the City of Villa Rica 797 as to primary, special or general elections shall be in conformity with the provisions of state 798 law as now or hereafter amended.

~~Sec.~~799 **SECTION 5.21.**~~—~~

800 Special elections; vacancies.

801 In the event that the office of the mayor or councilmember shall become vacant for any cause 802 whatsoever, the council or those remaining shall order a special election to fill the balance 803 of the unexpired term of such office; provided, however, if such vacancy occurs within 12 804 months of the expiration of the term of office of the mayor or councilmember, said vacancy 805 in office may be filled by appointment by the remaining members of the council. Said 806 appointee shall be a qualified person and, if for council, a resident of the unrepresented ward. 807 Both special elections and qualifications of candidates therefor shall conform to the 808 applicable provisions of this charter and the ~~Georgia Election Code, O.C.G.A.~~ O.C.G.A. § 21-2-1 et seq. ~~1.~~ 1. as now or hereafter amended.

~~Sec.~~810 **SECTION 5.22.**~~—~~

811 Other provisions.

812 Except as otherwise provided by this charter, the city council shall, by ordinance, prescribe 813 such rules and regulations it deems appropriate to fulfill any options and duties under the 814 Georgia Election Code, ~~O.C.G.A. § 21-2-1 et seq., as now or hereafter amended.~~

815 **SECTION 5.23.**

816 Reserved.

817 **SECTION 5.24.**

818 Reserved.

819 **SECTION 5.25.**

820 Reserved.

821 **SECTION 5.26.**

822 Reserved.

823 SECTION 5.27.

824 Reserved.

825 SECTION 5.28.

826 Reserved.

827 ~~Secs. 5.23—~~SECTION 5.29.—

828 Reserved.~~Sec.~~

829 SECTION 5.30.—

830 Removal of officers.

(a) The mayor or councilmembers shall be removed from office for any one or more of the 832 causes provided in O.C.G.A. Title ~~45 of the Official Code of Georgia Annotated,~~45, or such other applicable laws or ordinances as are or 833 may hereafter be enacted.

~~(b)~~834 (b) Removal of the mayor or a councilmember pursuant to subsection (a) of this section shall 835 be accomplished by one of the following methods:

~~(1)~~836 (1) By an order of the Superior Court of Carroll County or Douglas County following 837 a hearing on a complaint seeking such removal brought by any resident of the City of 838 Villa Rica. Venue for such action will be determined by the residency of the office 839 subject to the removal action.

~~(2)~~840 (2) By an order of the Superior Court of Carroll County or Douglas County following 841 a hearing on a complaint seeking such removal brought by the ~~City~~city pursuant to approval 842 of such action by an affirmative vote of at least four ~~(4)~~ councilmembers.

~~(3)~~843 (3) By recall election as provided by state law.~~(4)~~ 844 (4) By any other method permitted by state law.

845 ARTICLE VI.—

846 FINANCE AND FISCAL

~~Sec.~~847 SECTION 6.10.—

848 Property taxes.

849 All property subject to the taxation for state and county purposes, assessed as of January 1 ~~in~~ 850 each year, shall be subject to the property tax levied by the City of Villa Rica. The city will 851 use the county assessment for the year in which the city taxes are to be levied and the county 852 is to furnish appropriate information for such purpose unless otherwise directed by state law. 853 The maximum general operation millage rate will be that permitted by state law.

~~Sec.854~~ SECTION 6.11.~~--~~

855 Tax levy.

856 The council shall be authorized to levy an ad valorem tax on all real and personal property
857 within the corporate limits of the city as permitted by state law for the purpose of raising
858 revenues to defray the costs of operating the city government, providing governmental
859 services and for any other public purposes as determined by the council in its discretion.
The 860 council is also authorized to provide for sufficient levy to pay principal and interest on
861 general obligations.

~~Sec.862~~ SECTION 6.12.~~--~~

863 Tax due dates and tax bills.

864 The council shall provide by ordinance when the taxes of the city shall fall due and in
what 865 length of time said taxes may be paid and shall provide by ordinance for the payment of
taxes 866 due to the city in installments, or in one ~~(4)~~ lump sum and when and how and upon what
terms

867 such taxes shall be due and payable, as well as to authorize the voluntary payment of
taxes 868 prior to the time when due.

~~Sec.869~~ SECTION 6.13.~~--~~

870 Collection of delinquent taxes.

871 The council may provide by ordinance for the collection of delinquent taxes by fi. fa.
issued 872 by the city clerk and executed by any police officer of the city under the same procedure
873 provided by the laws governing execution of such process from the superior court, or by
the 874 use of any other available legal processes and remedies. The council shall be authorized
to 875 impose interest and penalty upon delinquent tax payments as may be authorized by state
law. 876 A lien shall exist against all property upon which city property taxes are levied, as of the
877 assessment date of each year, ~~which lien shall be superior to all other liens, except that it shall have
equal dignity with those of federal, state or county taxes.~~ In cases of hardship, the council shall have
discretionary 878 authority to waive any and all penalties imposed by this charter on delinquent
taxes, 879 assessments, or on other amounts due to the city.

~~Sec.880~~ SECTION 6.14.~~--~~

881 Licenses, occupational taxes, excise taxes.

[882](#) The council by ordinance shall have full power to levy such license and specific or [883](#)
[884](#) occupational taxes upon the residents of the City of Villa Rica, both individual and
corporate, [884](#) and on all those who transact or offer to transact business therein, as the council
may deem [885](#) expedient for the public health, safety, benefit, convenience or advantage of the
city; to [886](#) classify businesses, occupations, professions or callings for the purpose of such taxation
in [887](#) any way which may be lawful; to require such persons to procure licenses; to compel the
[888](#) payment of such licenses, by execution or any other lawful manner; and to make laws and
[889](#) regulations necessary or proper to carry out the powers herein conferred and to prescribe
[890](#) penalties for the violation thereof. The council shall have full power and authority to levy
an [891](#) excise tax not prohibited by general law.

~~Sec. 892~~ [SECTION 6.15.](#)—

[893](#) Sewer service charges.

[894](#) The council by ordinance shall have the right, power and authority to assess and collect
fees, [895](#) charges and tolls for sewer services rendered both within and without the corporate limits
of [896](#) the City of Villa Rica, to provide for the cost and expense of providing for the collection
and [897](#) disposal of sewage through the sewage facilities of the city. If unpaid, said sewer service
[898](#) charge shall constitute a lien against any property of persons served, ~~which lien shall be~~
~~second in priority only to liens for county and city property taxes~~ and shall be enforceable [899](#) in the same
manner and under the same remedies as a lien for city property taxes.

~~Sec. 900~~ [SECTION 6.16.](#)—

[901](#) Sanitary and health service charge.

[902](#) The council shall have authority by ordinance to provide for, to enforce, to levy and
collect [903](#) the cost of sanitary and health services necessary in the operation of the city from all
[904](#) individuals, firms and corporations, residing in or doing business in said city
~~benefitting~~ [benefiting](#) from [905](#) such services. Such authority shall include the power to assess, levy,
and collect annual or [906](#) monthly sanitary taxes or fees in such amount or amounts and based upon
and in accordance [907](#) with such classification of property and sanitary service or services
provided, as may be fixed [908](#) by ordinance. Said sanitary taxes and the assessment thereof shall
be a charge and lien [909](#) against the real estate in respect to which said taxes are so assessed and
the owner or owners [910](#) thereof, ~~superior to all other liens except liens for county and city property taxes~~ and
shall be enforceable in the same manner and under the same remedies as a lien [911](#) for city
property taxes.

~~Sec. 912~~ [SECTION 6.17.](#)—

913 Special assessments.

914 The council shall have power and authority to assess all or part of the cost of constructing, 915 reconstructing, or improving any public way, street, sidewalk, curbing, gutters, sewers, water 916 systems, gas systems or other utility mains and appurtenances, against the abutting property 917 owners, under such terms and conditions as may be prescribed by ordinance. Such special 918 assessments shall become delinquent 30 days after their due dates, shall thereupon be subject, 919 in addition to fi. fa. charges, to a penalty of 10 percent and shall thereafter be subject to 920 interest at the rate of ~~seven~~7 percent ~~(7%)~~ per annum from date due until paid. A lien shall exist against 921 the abutting property superior to all other liens, except that it shall be of equal dignity with 922 liens for county and city property taxes; and said lien shall be enforceable by the same 923 procedure and under the same remedies as provided for in this article for city property taxes.

~~Sec.~~924 **SECTION 6.18.--**

925 Transfer of executions.

926 The city clerk shall be authorized to assign or transfer any fi. fa. or execution issued for any 927 tax, or for any street, sewer, or other assessment in the same manner and to the same extent 928 as provided by Georgia law, regarding sales and transfers of tax fi. fas. Provided that, upon

929 levy of execution and sale of property pursuant to such tax fi. fa., whether assigned, 930 transferred or executed by the city, the owner of such property, in fee simple or lesser 931 interest, shall not lose his ~~/or~~ her right to redeem the property in accord with the requirements 932 of redemption of property sold under state or county ad valorem tax fi. fas., as said 933 requirements now exist or may be hereinafter provided by law.

~~Sec.~~934 **SECTION 6.19.--**

935 General obligation bonds.

936 The council shall have the power to issue bonds for the purpose of raising revenue to carry 937 out any project, program, or venture authorized under this charter or the general laws of the 938 state. Such bonding authority shall be exercised in accordance with the laws governing bond 939 issuance by municipalities in effect at the time said issue is undertaken.

~~Sec.~~940 **SECTION 6.20.--**

941 Revenue bonds.

942 Revenue bonds may be issued by the city council as permitted by state law, as now or 943
 hereafter amended, or by any other Georgia law as now or hereafter provided.

~~Sec. 944~~ SECTION 6.21.

945 Short-term notes.

946 Pursuant to applicable state law, the city may obtain temporary loans between January 1 and 947 December 31 of each year.

948 SECTION 6.22.

949 ~~Secs. 6.22–6.29.~~ Reserved.

950 SECTION 6.23.

951 Reserved.

952 SECTION 6.24.

953 Reserved.

954 SECTION 6.25.

955 Reserved.

956 SECTION 6.26.

957 Reserved.

958 SECTION 6.27.

959 Reserved.

960 SECTION 6.28.

961 Reserved.

962 **SECTION 6.29.**

963 Reserved. ~~Sec.~~

[964](#) [SECTION 6.30.](#)

965 Fiscal year.

966 The council shall set the fiscal year by ordinance. Said fiscal year shall constitute the budget 967 year and the year for financial accounting and reporting of each and every office, department, 968 institution, agency and activity of the city government, unless otherwise

provided by state 969 or federal law.

~~Sec. 970~~ SECTION 6.31.—

971 Preparation of the budget.

972 The council shall provide by ordinance the procedures and requirements for the preparation 973 and execution of an annual budget, including requirements as to the scope, content, and form 974 of such budget.

~~Sec. 975~~ SECTION 6.32.—

976 Submission of the budget to the city council.

977 On, or before a date fixed by the council, the city manager shall submit to the council a 978 proposed budget for the ensuing fiscal year. The budget shall be accompanied by a message 979 from the mayor containing a statement of the general fiscal policies of the city, the important 980 features of the budget, explanation of major changes recommended for the next fiscal year, 981 a general summary of the budget and such other comments and information as he, ~~or~~ she may 982 deem pertinent. The budget, the budget message, and all supporting documents shall be filed 983 in the office of the city clerk and shall be open to public inspection.

~~Sec. 6.33.— Action by council on budget.~~

- ~~(a) The council may amend the budget proposed by the city manager; except that the budget as finally amended and adopted must provide for all expenditure required by law or by other provisions of this charter and for all debt service requirements for the ensuing fiscal year and the total appropriations from any fund shall not exceed the estimated fund balance, reserves and revenues, constituting the fund availability of such fund.~~
- ~~(b) The council shall adopt the final budget for the ensuing fiscal year not later than the last day of the old fiscal year. If the council fails to adopt the budget by this date, the amounts appropriated for operation for the current year shall be deemed adopted for the ensuing fiscal year on a month to month basis, with all items prorated accordingly until such time as the council adopts a budget for the ensuing fiscal year. Such adoption shall take the form of an appropriation ordinance setting out the estimated revenues in detail by sources and making appropriations according to fund and by organization unit, purpose or activity as set out in the budget document.~~
- ~~(c) The amount set out in the adopted budget for each organizational unit shall constitute the annual appropriation for such item, and no expenditure shall be made or encumbrance created in excess of the otherwise unencumbered balance of the appropriations, or allotment thereof, to which it is chargeable unless authorized by the council.~~
- ~~(d) The council shall be authorized to establish a tax millage rate each year after the submission of the budget to the council to ensure that the necessary revenue will be available to meet the appropriations provided for in the budget. The tax millage rate levied by the council shall not exceed 13 mills to cover general operating expenses. An additional millage rate may be levied for the retirement of bonded indebtedness.~~

~~Sec. 6.34.— Property tax levies.~~

~~Following adoption of the budget, the council shall levy by ordinance an annual tax on all real and personal property within the City of Villa Rica. The tax rate set by such ordinance shall be such that reasonable estimates of revenues from such levy shall at least be sufficient, together with other anticipated revenues, fund balances and applicable reserves, to equal the total amount appropriated for each of the several funds set forth in the annual budget for defraying the expenses of the general government of the City of Villa Rica.~~

~~Sec. 6.35.— Additional appropriations.~~

~~The council may make appropriations in addition to those contained in the current budget, at any regular or special meeting called for such purpose, but any such additional appropriations may be made only from an existing unappropriated surplus in the fund to which it applies.~~

~~Secs. 6.36—6.39.— Reserved.~~

~~Sec. 6.40.—Procurement and property management; contracting procedures.~~

~~All contracts shall be made or authorized by the council and no contracts shall bind the city unless reduced to writing and approved by the council. All contracts and all ordinances or resolutions making contracts or authorizing the same, shall be drawn by the city attorney or shall be submitted to him/her before authorization by the council.~~

~~Sec. 6.41.—Centralized purchasing.~~

- ~~(a)The council shall, by ordinance prescribe procedures for a system of centralized purchasing for the City of Villa Rica.~~
- ~~(b)The council may sell and convey any real or personal property owned or held by the City of Villa Rica for governmental or other purposes in accordance with state law and the ordinances of the city.~~
- ~~(c)The council may quitclaim any rights it may have in property not needed for public purposes upon report by the city manager and adoption of a resolution, both finding that the property is not needed for public or other purposes and that the interest of the city has no readily ascertainable monetary value.~~
- ~~(d)Whenever in opening, extending or widening any street, avenue, alley or public place of the city, a small parcel or tract of land is cut off or separated by such work from a larger tract or boundary of land owned by the city, the council may authorize the city manager to execute and deliver in the name of the city a deed conveying said cut off or separated parcel or tract of land to and abutting or adjoining property owner or owners in exchange for rights of way of said street, avenue, alley or public place or in settlement of any alleged damages sustained by said abutting adjoining property owner. All deeds and conveyances heretofore and hereafter so executed and delivered shall convey all title and interest the city has in such property, notwithstanding the fact that no public sale after advertisement was or is hereafter made.~~

~~ARTICLE VII. —MUNICIPAL SERVICES AND REGULATORY FUNCTIONS~~

~~Sec. 7.10.—Municipal services; streets.~~

~~The council is hereby vested with the power to lay out, open, widen, change, straighten, alter, improve, vacate, abandon and otherwise to exercise complete control over the streets, alleys, squares and sidewalks of the City of Villa Rica. The council shall provide for the removal of any and all obstacles and nuisances in regard to the streets, alleys, or sidewalks or other public places within the city and shall adopt appropriate ordinances to accomplish this purpose.~~

~~Sec. 7.11.—Municipal utilities.~~

~~The council shall have the power and authority to acquire, own, hold, build, maintain and operate a system of waterworks, electric lights, sewerage and gas distribution; to establish rates and charge fees for services rendered in any of said systems; to finance any of said systems through appropriate bond issues in accordance with the laws of Georgia; to exercise the power of eminent domain in regard to any of said systems, both within and without the corporate limits; and to contract to furnish the services of said systems to consumers outside the corporate limits of the City of Villa Rica.~~

~~Sec. 7.12.—Sewers and drains.~~

~~The council shall have the power and authority to provide for the establishment, extension and maintenance of a system of sewers and drains, together with a sewerage disposal system. This power includes the authority to extend said system beyond the corporate limits. For these purposes the city is granted the power of eminent domain both within and without the corporate limits. The council may provide by ordinances for reasonable connection fees for tapping on to the water and sewer lines of said city and may compel citizens to tap into the same when such services are made available. They may cause said connection to be made when the owners refuse and issue executions to be made for the amount so expended, which execution shall create a lien on the property connected with said water and sewerage system from the date of the order or connection.~~

~~Sec. 7.13.—Rights of way.~~

~~The City of Villa Rica shall have the right, easement and franchise of laying the necessary mains, pipes, conduits and drains, for waterworks and sewerage system purposes along the highways in the Counties of Carroll and Douglas; it shall have full power and authority to enact and enforce such rules, regulations, and ordinances as may be necessary to protect the water basin and watershed, from which the water supplies taken, from contamination and to protect said waterworks and sewerage system, including the mains, pipes and conduits whether the same be situated within or without the corporate limits of said city.~~

~~Sec. 7.14.—Eminent domain.~~

~~The council is hereby empowered to acquire, construct, build, operate and maintain public ways, parks, public grounds, cemeteries, markets, market houses, public buildings, libraries, sewers, drains, sewage treatment, waterworks, electrical systems, gas systems, airports, hospitals and charitable, educational, recreational, sport, curative, corrective, detentional, penal and medical institutions, agencies and facilities and any other public improvements inside or outside the city, and to regulate the use thereof, and for such purposes, property may be taken under [O.C.G.A. title 22], subject to such amendments as shall be enacted, or any other applicable Georgia law.~~

~~Secs. 7.15—7.19. —Reserved.~~

~~Sec. 7.20.— Power to regulate and license.~~

~~The council shall have the power and authority to provide by ordinance for the registration and licensing of any trade, business, occupation, vocation, profession, or any and every other undertaking pursued for the purpose of personal gain or profit of whatever nature, engaged in or carried on within the limits of the City of Villa Rica, regardless [of] whether or not the subject has an office or establishment within said city. The council shall be authorized to fix the amount, terms, and manner of issuing and revoking licenses, provided that this authority is subject to the constitutions and laws of the United States and State of Georgia. This power is conferred for the purpose of regulations under the police powers of the city and for the purpose of raising revenue for the operation of the city government through the imposition of a tax or fee on the privilege of operating within the city. This authority extends over individuals, partnerships, associations, corporations and their agents and any other legal entity capable of transacting business.~~

~~Sec. 7.21.— Franchises.~~

~~The council shall have the authority to exercise control over the streets of the City of Villa Rica. The power is hereby conferred upon the council to grant franchises for the use of said city's streets and alleys, for the purposes of railroads, street railways, telephone companies, electric companies, gas companies and transportation. This franchise right extends to, but is not limited to, the erection of poles, stringing of wires, laying of pipes, lines or conduits both above and below the ground surface. The council shall determine the duration, provisions, terms, whether the same shall be exclusive or nonexclusive and the consideration of such franchises. The council shall provide for the registration of all franchises with the city clerk in the registration book to be kept by him. The council may provide by ordinance for the registration within a reasonable time of all franchises previously granted.~~

~~Sec. 7.22.— Building, housing, electrical and plumbing regulations.~~

~~The council shall have the power and authority to enact such reasonable rules and regulations as it may deem necessary or expedient regarding the construction and maintenance of buildings, remodeling of buildings, plumbing and electrical wiring and equipping of buildings, in order to promote the safety and welfare of its citizens and to guard against fire or other property damage. This power may, in the discretion of the council, be exercised by adoption of any such standard building, housing, gas, heating and air conditioning, electrical, and plumbing codes as may be deemed appropriate. The council shall be empowered to engage the necessary personnel to enforce such rules and regulations as adopted and to charge reasonable fees of inspections and permits; and may require the obtaining of a permit as a condition precedent to any construction, building, electrical or plumbing work. The council may enact all ordinances necessary to enforce such rules and regulations.~~

~~ARTICLE IX.— ZONING~~

~~Sec. 9.10.— Zoning powers.~~

~~The mayor and council shall have the power to adopt a zoning ordinance which shall set forth the zoning rules and regulations and the zoning map within the city in accordance with state law.~~

~~ARTICLE X.— GENERAL PROVISIONS~~

~~Sec. 10.10.— Official bonds.~~

~~The officers and employees of the City of Villa Rica, both elective and appointive, shall execute such official bonds in such amounts and upon such terms and conditions as the city council may from time to time require.~~

~~Sec. 10.11.— Existing ordinances and regulations.~~

~~Existing ordinances and regulations of the City of Villa Rica not inconsistent with the provisions of this charter shall continue in effect until they have been repealed, modified or amended by council. Existing rules and regulations of departments or agencies of the City of Villa Rica not inconsistent with the provisions of this charter shall continue in effect until they have been repealed, modified or amended.~~

~~Sec. 10.12.— Section captions.~~

~~The captions to the several sections of this charter are informative only and are not to be considered as a part thereof.~~

~~Sec. 10.13.— Construction.~~

- ~~(a)The word "shall" is mandatory and the word "may" is permissive.~~
- ~~(b)The singular shall include the plural, the masculine shall include the feminine, and vice versa.~~
- ~~(c)The use of gender defining nouns or pronouns is unintentional and should be read as being inclusive of all persons.~~

~~Sec. 10.14.—Penalties:~~

~~The violation of any provisions of this charter, for which a penalty is not specifically provided for in this charter, is hereby declared to be a misdemeanor and shall be punishable by a fine of not more than \$1,000.00 or by imprisonment not to exceed 12 months or community service not to exceed 30 days, or any combination of such fine, imprisonment, and community service.~~

~~Sec. 10.15.—Specific repealer.~~

~~An Act incorporating the City of Villa Rica in the counties of Carroll and Douglas, approved _____ (Ga. Laws 1975, page 4575 et seq.) is hereby repealed in its entirety and all amendatory acts thereto are likewise repealed in their entirety. It is the specific intent of this act to replace and supersede all acts of incorporation and amendments to the charter for the City.~~

~~Sec. 10.16.—Severability:~~

~~If any article, section, subsection, paragraph, sentence or part thereof of this charter shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair other parts of this charter, unless it clearly appears that such parts of this charter are wholly and necessarily dependent upon the part or parts held to be invalid or unconstitutional, it being the legislative intent in enacting this charter, that each article, section, subsection, paragraph, sentence or part thereof be enacted separately and independent of each other.~~

~~Sec. 10.17.—Effective date:~~

~~This charter shall become effective upon approval by the governor or upon its becoming law without his/her approval.~~

~~Sec. 10.18.—Repealer:~~

~~All laws and parts of laws in conflict with this charter are hereby repealed.~~

~~APPENDIX A.—CODE OF ETHICS AND PROHIBITED PRACTICES~~

~~Sec. 1.—Conflict of interest:~~

~~No elected official, appointed officer, or employee of the city or any agency or political entity to which this code of ethics applies shall knowingly:~~

- ~~(a)Engage in any business or transaction or have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties or which would tend to impair his/her independence of judgment or action in the performance of his/her official duties;~~
- ~~(b)Engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of his/her official duties, or would tend to impair his/her independence of his/her judgment or action in the performance of his/her official duties;~~
- ~~(c)Disclose confidential information concerning the property, government or affairs of the governmental body by which he/she is employed without proper authorization, or use such information to advance the financial or other private interest of himself or others;~~
- ~~(d)Accept any valuable gift, whether in the form of service, loan, thing, promise, from any person, firm or corporation which to his/her knowledge is interested, directly or indirectly, in any manner whatsoever in business dealings with the governmental body by which he/she is employed; provided, however, that an elected official who is a candidate for public office may accept campaign contributions and services in connection with any such campaign;~~
- ~~(e)Represent private interest in any action or proceeding against the council by which he/she is employed;~~
- ~~(f)Vote or otherwise participate in the negotiation or the making of any contract with any business or entity in which he/she has a financial interest.~~

~~Sec. 2.—Disclosure:~~

~~Any elected official, appointed officer, or employee of the city government who shall have any private financial interest, directly or indirectly, in any contract or matter pending before or within any department of the city shall disclose such private interest to the council. The mayor or any councilmember who has a private interest in any matter pending before the council shall disclose such private interest and such disclosure shall be entered on the records of the council and he/she shall disqualify himself from participating in any decision or vote thereto. Any elected official, appointed officer or employee of any agency or political entity to which this code of ethics applies who shall have any private financial interest, directly or indirectly, in any contract or matter pending before or within such agency or entity shall disclose such private interest to the governing body of such agency or entity.~~

~~Sec. 3.—Use of public property:~~

~~No elected official, appointed officer, or employee of the city or any agency or any agencies or entity to which this~~

~~code of ethics applies shall use property owned by such governmental body for personal benefit, convenience or profit except in accordance with policies promulgated by the council or the governing body of such agency or entity.~~

~~Sec. 4. -- Contracts voidable and rescindable.~~

~~Any violation of this code of ethics which occurs with the knowledge, express or implied, of another party to a contract or sale shall render said contracts or sale voidable as to that party, at the option of the council.~~

~~Sec. 5. -- Ineligibility of elected officials.~~

~~Except where authorized by law, neither the mayor nor any councilmember shall hold any other elective or appointive office in the city or otherwise be employed by said government or any agency thereof during the term for which he/she was elected. No former mayor and no former councilmember shall hold any compensated appointed office in the city until one (1) year after the expiration of the term for which he/she was elected.~~

~~Sec. 6. -- Political activities of certain officers and employees.~~

~~No appointive officer and no employee of the city shall continue in such employment upon qualifying as a candidate for nomination or election to any public office. This provision shall not apply to members of appointed boards, commissions, or authorities.~~

~~Sec. 7. -- Penalties for violation.~~

~~(a) Any city officer or employee who willfully conceals such financial interest or willfully violates any of the requirements of this section shall upon conviction be guilty of malfeasance in office or position and shall be deemed to have forfeited his/her office or position.~~

~~(b) Any officer or employee of the city who shall forfeit his/her office or position as described in subsection (a), shall be ineligible for appointment or election to or employment in a position in the city government for a period of three (3) years thereafter.~~

~~APPENDIX B. -- DESCRIPTION OF WARDS OF THE CITY.~~

984	<u>SECTION 6.33.</u>
985	<u>Action by council on budget.</u>
986	<u>(a) The council may amend the budget proposed by the city manager, except that the budget</u>
987	<u>as finally amended and adopted must provide for all expenditure required by law or by other</u>
988	<u>provisions of this charter and for all debt service requirements for the ensuing fiscal year.</u>
989	<u>The total appropriations from any fund shall not exceed the estimated fund balance, reserves</u>
990	<u>and revenues, constituting the fund availability of such fund.</u>
991	<u>(b) The council shall adopt the final budget for the ensuing fiscal year no later than the last</u>
992	<u>day of the previous fiscal year. If the council fails to adopt the budget by this date, the</u>
993	<u>amounts appropriated for operation for the current year shall be deemed adopted for the</u>
994	<u>ensuing fiscal year on a month to month basis, with all items prorated accordingly until such</u>
995	<u>time as the council adopts a budget for the ensuing fiscal year. Such adoption shall take the</u>
996	<u>form of an appropriation ordinance setting out the estimated revenues in detail by sources</u>
997	<u>and making appropriations according to fund and by organization unit, purpose or activity</u>
998	<u>as set out in the budget document.</u>
999	<u>(c) The amount set out in the adopted budget for each organizational unit shall constitute the</u>
1000	<u>annual appropriation for such item, and no expenditure shall be made or encumbrance</u>
1001	<u>created in excess of the otherwise unencumbered balance of the appropriations, or allotment</u>
1002	<u>thereof, to which it is chargeable unless authorized by the council.</u>
1003	<u>(d) The council shall be authorized to establish a tax millage rate each year after the</u>
1004	<u>submission of the budget to the council to ensure that the necessary revenue will be available</u>
1005	<u>to meet the appropriations provided for in the budget. The tax millage rate levied by the</u>
1006	<u>council shall not exceed 13 mills to cover general operating expenses. An additional millage</u>
1007	<u>rate may be levied for the retirement of bonded indebtedness.</u>
1008	<u>SECTION 6.34.</u>
1009	<u>Property tax levies.</u>
1010	<u>Following adoption of the budget, the council shall levy, by ordinance, an annual tax on all</u>
1011	<u>real and personal property within the City of Villa Rica. The tax rate set by such ordinance</u>
1012	<u>shall be such that reasonable estimates of revenues from such levy shall at least be sufficient,</u>
1013	<u>together with other anticipated revenues, fund balances and applicable reserves, to equal the</u>

1014	total amount appropriated for each of the several funds set forth in the annual budget for
1015	defraying the expenses of the general government of the City of Villa Rica.
1016	SECTION 6.35.
1017	Additional appropriations.
1018	The council may make appropriations in addition to those contained in the current budget,
1019	at any regular or special meeting called for such purpose, but any such additional
1020	appropriations may be made only from an existing unappropriated surplus in the fund to
1021	which it applies.
1022	SECTION 6.36.
1023	Reserved.
1024	SECTION 6.37.
1025	Reserved.
1026	SECTION 6.38.
1027	Reserved.
1028	SECTION 6.39.
1029	Reserved.
1030	SECTION 6.40.
1031	Procurement and property management; contracting procedures.
1032	All contracts shall be made or authorized by the council and no contracts shall bind the city
1033	unless reduced to writing and approved by the council. All contracts and all ordinances or
1034	resolutions making contracts or authorizing the same shall be drawn by the city attorney or
1035	shall be submitted to him or her before authorization by the council.
1036	SECTION 6.41.
1037	Centralized purchasing.
1038	(a) The council shall, by ordinance, prescribe procedures for a system of centralized
1039	purchasing for the City of Villa Rica.
1040	(b) The council may sell and convey any real or personal property owned or held by the
1041	City
1041	of Villa Rica for governmental or other purposes in accordance with state law and the
1042	ordinances of the city.
1043	ARTICLE VII

1044	MUNICIPAL SERVICES AND REGULATORY FUNCTIONS
1045	SECTION 7.10.
1046	Municipal services; streets.
1047	The council is hereby vested with the power to lay out, open, widen, change, straighten, alter,
1048	improve, vacate, abandon and otherwise to exercise complete control over the streets, alleys,
1049	squares and sidewalks of the City of Villa Rica. The council shall provide for the removal
1050	of any and all obstacles and nuisances in regard to the streets, alleys, or sidewalks or other
1051	public places within the city and shall adopt appropriate ordinances to accomplish this
1052	purpose.
1053	SECTION 7.11.
1054	Municipal utilities.
1055	The council shall have the power and authority to acquire, own, hold, build, maintain and
1056	operate a system of waterworks, electric lights, sewerage and gas distribution; to establish
1057	rates and charge fees for services rendered in any of said systems; to finance any of said
1058	systems through appropriate bond issues in accordance with the laws of Georgia; to exercise
1059	the power of eminent domain in regard to any of said systems, both within and without the
1060	corporate limits; and to contract to furnish the services of said systems to consumers outside
1061	the corporate limits of the City of Villa Rica.
1062	SECTION 7.12.
1063	Sewers and drains.
1064	The council shall have the power and authority to provide for the establishment, extension
1065	and maintenance of a system of sewers and drains, together with a sewerage disposal system.
1066	This power includes the authority to extend said system beyond the corporate limits. For
1067	these purposes the city is granted the power of eminent domain both within and without the
1068	corporate limits. The council may provide by ordinances for reasonable connection fees for
1069	tapping on to the water and sewer lines of said city and may compel citizens to tap into the
1070	same when such services are made available. They may cause said connection to be made
1071	when the owners refuse and issue executions to be made for the amount so expended, which
1072	execution shall create a lien on the property connected with said water and sewerage system
1073	from the date of the order or connection.
1074	SECTION 7.13.

1075	Rights-of-way.
1076	The City of Villa Rica shall have the right, easement and franchise of laying the necessary
1077	mains, pipes, conduits and drains, for waterworks and sewerage system purposes along the
1078	highways in the Counties of Carroll and Douglas; to have full power and authority to enact
1079	and enforce such rules, regulations, and ordinances as may be necessary to protect the
1080	water
1080	basin and watershed, from which the water supplies are taken, from contamination; and to
1081	protect said waterworks and sewerage system, including the mains, pipes and conduits
1082	whether the same be situated within or without the corporate limits of said city.
1083	SECTION 7.14.
1084	Eminent domain.
1085	The council is hereby empowered to acquire, construct, build, operate and maintain public
1086	ways, parks, public grounds, cemeteries, markets, market houses, public buildings,
1087	libraries,
1087	sewers, drains, sewage treatment, waterworks, electrical systems, gas systems, airports,
1088	hospitals and charitable, educational, recreational, sport, curative, corrective, detentional,
1089	penal and medical institutions, agencies and facilities and any other public improvements
1090	inside or outside the city, and to regulate the use thereof, and for such purposes, property
1091	may be taken under O.C.G.A. Title 22 or O.C.G.A. Title 32, subject to such amendments
1092	as
1092	shall be enacted, or any other applicable Georgia law.
1093	SECTION 7.15.
1094	Reserved.
1095	SECTION 7.16.
1096	Reserved.
1097	SECTION 7.17.
1098	Reserved.
1099	SECTION 7.18.
1100	Reserved.
1101	SECTION 7.19.
1102	Reserved.
1103	SECTION 7.20.

1104	<u>Power to regulate and license.</u>
1105	<u>The council shall have the power and authority to provide by ordinance for the registration</u>
1106	<u>and licensing of any trade, business, occupation, vocation, profession, or any and every</u>
1107	<u>other</u>
1107	<u>undertaking pursued for the purpose of personal gain or profit of whatever nature, engaged</u>
1108	<u>in or carried on within the limits of the City of Villa Rica, regardless of whether or not the</u>
1109	<u>subject has an office or establishment within said city. The council shall be authorized to</u>
1110	<u>fix</u>
1110	<u>the amount, terms, and manner of issuing and revoking licenses, provided that this</u>
1111	<u>authority</u>
1111	<u>is subject to the Constitutions and laws of the United States and State of Georgia. This</u>
1112	<u>power</u>
1112	<u>is conferred for the purpose of regulations under the police powers of the city and for the</u>
1113	<u>purpose of raising revenue for the operation of the city government through the imposition</u>
1114	<u>of a tax or fee on the privilege of operating within the city. This authority extends over</u>
1115	<u>individuals, partnerships, associations, corporations and their agents and any other legal</u>
1116	<u>entity capable of transacting business.</u>
1117	<u>SECTION 7.21.</u>
1118	<u>Franchises.</u>
1119	<u>The council shall have the authority to exercise control over the streets of the City of Villa</u>
1120	<u>Rica. The power is hereby conferred upon the council to grant franchises for the use of said</u>
1121	<u>city's streets and alleys, for the purposes of railroads, street railways, telephone companies,</u>
1122	<u>electric companies, gas companies and transportation. This franchise right extends to, but</u>
1123	<u>is</u>
1123	<u>not limited to, the erection of poles, stringing of wires, laying of pipes, lines or conduits</u>
1124	<u>both</u>
1124	<u>above and below the ground surface. The council shall determine the duration, provisions,</u>
1125	<u>terms, whether the same shall be exclusive or nonexclusive and the consideration of such</u>
1126	<u>franchises. The council shall provide for the registration of all franchises with the city clerk</u>
1127	<u>in the registration book to be kept by him or her. The council may provide by ordinance for</u>
1128	<u>the registration within a reasonable time of all franchises previously granted.</u>
1129	<u>SECTION 7.22.</u>
1130	<u>Building, housing, electrical and plumbing regulations.</u>
1131	<u>The council shall have the power and authority to enact such reasonable rules and</u>
1132	<u>regulations</u>
1132	<u>as it may deem necessary or expedient regarding the construction and maintenance of</u>
1133	<u>buildings, remodeling of buildings, plumbing and electrical wiring and equipping of</u>

1134	buildings, in order to promote the safety and welfare of its citizens and to guard against fire
1135	or other property damage. This power may, in the discretion of the council, be exercised by
1136	adoption of any such standard building, housing, gas, heating and air conditioning,
	electrical,
1137	and plumbing codes as may be deemed appropriate. The council shall be empowered to
1138	engage the necessary personnel to enforce such rules and regulations as adopted and to
1139	charge reasonable fees of inspections and permits; and may require the obtaining of a
	permit
1140	as a condition precedent to any construction, building, electrical or plumbing work. The
1141	council may enact all ordinances necessary to enforce such rules and regulations.
1142	ARTICLE VIII
1143	Reserved.
1144	ARTICLE IX
1145	ZONING
1146	SECTION 9.10.
1147	Zoning powers.
1148	The mayor and council shall have the power to adopt zoning ordinances which shall set
	forth
1149	the zoning rules and regulations and the zoning map within the city in accordance with
	state
1150	law.
1151	ARTICLE X
1152	GENERAL PROVISIONS
1153	SECTION 10.10.
1154	Official bonds.
1155	The officers and employees of the City of Villa Rica, both elective and appointive, shall
1156	execute such official bonds in such amounts and upon such terms and conditions as the city
1157	council may from time to time require.
1158	SECTION 10.11.
1159	Existing ordinances and regulations.
1160	Existing ordinances and regulations of the City of Villa Rica, not inconsistent with the
1161	provisions of this charter, shall continue in effect until they have been repealed, modified
	or
1162	amended by the council. Existing rules and regulations of departments or agencies of the
1163	City of Villa Rica, not inconsistent with the provisions of this charter, shall continue in

	<u>effect</u>
<u>1164</u>	<u>until they have been repealed, modified or amended.</u>
<u>1165</u>	<u>SECTION 10.12.</u>
<u>1166</u>	<u>Section captions.</u>
<u>1167</u>	<u>The captions to the sections of this charter are informative only and are not to be considered</u>
<u>1168</u>	<u>as a part thereof.</u>
<u>1169</u>	<u>SECTION 10.13.</u>
<u>1170</u>	<u>Construction.</u>
<u>1171</u>	<u>(a) The word "shall" is mandatory and the word "may" is permissive.</u>
<u>1172</u>	<u>(b) The singular shall include the plural, the masculine shall include the feminine, and vice</u>
<u>1173</u>	<u>versa.</u>
<u>1174</u>	<u>(c) The use of gender defining nouns or pronouns is unintentional and should be read as</u>
<u>1175</u>	<u>being inclusive of all persons.</u>
<u>1176</u>	<u>SECTION 10.14.</u>
<u>1177</u>	<u>Penalties.</u>
<u>1178</u>	<u>The violation of any provisions of this charter, for which a penalty is not specifically</u>
<u>1179</u>	<u>provided for in this charter, is hereby declared to be a misdemeanor and shall be punishable</u>
<u>1180</u>	<u>by a fine of not more than \$1,000.00 or by imprisonment not to exceed 12 months or</u>
<u>1181</u>	<u>community service not to exceed 30 days, or any combination of such fine, imprisonment,</u>
<u>1182</u>	<u>and community service.</u>
<u>1183</u>	<u>SECTION 10.15.</u>
<u>1184</u>	<u>Specific repealer.</u>
<u>1185</u>	<u>An Act incorporating the City of Villa Rica in the Counties of Carroll and Douglas,</u> <u>approved</u>
<u>1186</u>	<u>April 25, 1975 (Ga. Laws 1975, page 4575), as amended, is hereby repealed in its entirety</u>
<u>1187</u>	<u>and all amendatory acts thereto are likewise repealed in their entirety. It is the specific</u> <u>intent</u>
<u>1188</u>	<u>of this Act to replace and supersede all acts of incorporation and amendments to the</u> <u>charter</u>
<u>1189</u>	<u>for the city.</u>
<u>1190</u>	<u>SECTION 10.16.</u>
<u>1191</u>	<u>General repealer.</u>

1192	<u>All laws and parts of laws in conflict with this Act are hereby repealed.</u>
1193	<u>APPENDIX A. - CODE OF ETHICS AND PROHIBITED PRACTICES</u>
1194	<u>SECTION 1.</u>
1195	<u>Conflict of interest.</u>
1196	<u>No elected official, appointed officer, or employee of the city or any agency or political</u>
1197	<u>entity to which this code of ethics applies shall knowingly:</u>
1198	<u>(1) Engage in any business or transaction or have a financial or other personal interest,</u>
1199	<u>direct or indirect, which is incompatible with the proper discharge of his or her official</u>
1200	<u>duties or which would tend to impair his or her independence of judgment or action in the</u>
1201	<u>performance of his or her official duties;</u>
1202	<u>(2) Engage in or accept private employment or render services for private interests when</u>
1203	<u>such employment or service is incompatible with the proper discharge of his or her</u>
1204	<u>official duties, or would tend to impair his or her independence of his or her judgment or</u>
1205	<u>action in the performance of his or her official duties;</u>
1206	<u>(3) Disclose confidential information concerning the property, government or affairs of</u>
1207	<u>the governmental body by which he or she is employed without proper authorization, or</u>
1208	<u>use such information to advance the financial or other private interest of himself or</u>
1209	<u>herself or others;</u>
1210	<u>(4) Accept any valuable gift, whether in the form of service, loan, thing, promise, from</u>
1211	<u>any person, firm or corporation which to his or her knowledge is interested, directly or</u>
1212	<u>indirectly, in any manner whatsoever in business dealings with the governmental body</u>
1213	<u>by which he or she is employed; provided, however, that an elected official who is a</u>
1214	<u>candidate for public office may accept campaign contributions and services in connection</u>
1215	<u>with any such campaign;</u>
1216	<u>(5) Represent private interest in any action or proceeding against the council by which</u>
1217	<u>he or she is employed; or</u>
1218	<u>(6) Vote or otherwise participate in the negotiation or the making of any contract with</u>
1219	<u>any business or entity in which he or she has a financial interest.</u>
1220	<u>SECTION 2.</u>
1221	<u>Disclosure.</u>
1222	<u>Any elected official, appointed officer, or employee of the city government who shall have</u>
1223	<u>any private financial interest, directly or indirectly, in any contract or matter pending before</u>
1224	<u>or within any department of the city shall disclose such private interest to the council. The</u>
1225	<u>mayor or any councilmember who has a private interest in any matter pending before the</u>
1226	<u>council shall disclose such private interest and such disclosure shall be entered on the</u> <u>records</u>

1227	of the council and he or she shall disqualify himself from participating in any decision or
1228	vote thereto. Any elected official, appointed officer or employee of any agency or political
1229	entity to which this code of ethics applies who shall have any private financial interest,
1230	directly or indirectly, in any contract or matter pending before or within such agency or entity
1231	shall disclose such private interest to the governing body of such agency or entity.
1232	SECTION 3.
1233	Use of public property.
1234	No elected official, appointed officer, or employee of the city or any agency or any agencies
1235	or entity to which this code of ethics applies shall use property owned by such governmental
1236	body for personal benefit, convenience or profit except in accordance with policies
1237	promulgated by the council or the governing body of such agency or entity.
1238	SECTION 4.
1239	Contracts voidable and rescindable.
1240	Any violation of this code of ethics which occurs with the knowledge, express or implied,
1241	of another party to a contract or sale shall render said contract or sale voidable as to that
1242	party, at the option of the council.
1243	SECTION 5.
1244	Ineligibility of elected officials.
1245	Except where authorized by law, neither the mayor nor any councilmember shall hold any
1246	other elective or appointive office in the city or otherwise be employed by said government
1247	or any agency thereof during the term for which he or she was elected. No former mayor and
1248	no former councilmember shall hold any compensated appointive office in the city until one
1249	year after the expiration of the term for which he or she was elected.
1250	SECTION 6.
1251	Political activities of certain officers and employees.
1252	No appointive officer and no employee of the city shall continue in such employment upon
1253	qualifying as a candidate for nomination or election to any public office. This provision shall
1254	not apply to members of appointed boards, commissions, or authorities.

1255	SECTION 7.
1256	Penalties for violation.
1257	(a) Any city officer or employee who willfully conceals such financial interest or willfully
1258	violates any of the requirements of this section shall upon conviction be guilty of
1259	malfeasance in office or position and shall be deemed to have forfeited his or her office or
1260	position.
1261	(b) Any officer or employee of the city who shall forfeit his or her office or position as
1262	described in subsection (a) of this section shall be ineligible for appointment or election to
1263	or employment in a position in the city government for a period of three years thereafter.
1264	APPENDIX B. - DESCRIPTION OF WARDS OF THE CITY

Document comparison by Workshare 9.5 on Friday, March 02, 2018 11:16:14 AM

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Statistics:	
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Insertions	1770
Deletions	429
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Moved to	10
Style change	0
Format changed	0
Total changes	2219

A BILL TO BE ENTITLED
AN ACT

1 To provide a new charter for the City of Villa Rica; to provide for incorporation, boundaries,
2 powers, and construction; to provide for exercise of powers; to provide for the composition,
3 creation, election, qualifications, compensation and expenses of the governing authority; to
4 provide for prohibitions and a code of ethics; to provide for inquiries and investigations; to
5 provide for general power and authority of the council; to provide for the powers and duties
6 of the mayor; to provide for the organization of the council and the mayor pro tem; to
7 provide for meetings and voting of the governing authority; to provide for action requiring
8 an ordinance; to provide for codes of technical regulations; to provide for signing,
9 authenticating, recording, codification and printing of ordinances; to provide for submission
10 of ordinances and resolutions to the mayor; to provide for administrative and service
11 departments; to provide for a prohibition of the mayor or city council interfering with the city
12 administration; to provide for boards, commissions, and authorities; to provide for a city
13 manager, city clerk, city attorney, tax collector and city accountant; to provide for
14 employment matters; to provide for a municipal court, its judges, jurisdiction, and powers;
15 to provide for certiorari and rules of the court; to provide for elections and terms of office;
16 to provide for qualifying, nomination of candidates and absentee ballots; to provide for
17 special elections and vacancies; to provide for removal of officers; to provide for property
18 taxes, tax levies, tax due dates and tax bills, and the collection of delinquent taxes; to provide
19 for licenses, occupational taxes and excise taxes; to provide for a sewer service charge and
20 a sanitary and health service charge; to provide for special assessments; to provide for
21 transfer of executions; to provide for bonds and notes; to provide for a fiscal year; to provide
22 for the submission of the budget to the city council and action by the council on the budget;
23 to provide for additional appropriations; to provide for contract procedures and property
24 management; to provide for municipal services and utilities; to provide for eminent domain;
25 to provide for the power to regulate and license; to provide the power to grant franchises; to
26 provide for regulations regarding building, housing, electrical and plumbing; to provide for
27 zoning powers; to provide for prior ordinances, rules and regulations, existing personnel and
28 officers, penalties, official bonds, and construction; to provide for other matters relative to

the foregoing; to provide a specific repealer; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

ARTICLE I
CREATION, INCORPORATION, POWERS

SECTION 1.10.

Incorporation.

The City of Villa Rica, Georgia, in the Counties of Carroll and Douglas, and the inhabitants thereof shall continue to be a body politic and corporate under the same name and style of the City of Villa Rica, Georgia. Under that name, said city shall continue to be invested with all the property which now belongs to the corporation; shall have perpetual succession; may sue and be sued; may contract and be contracted with; may acquire and hold such property, real and personal, as may be devised, bequeathed, sold or in any manner conveyed or dedicated to or otherwise acquired by it, and from time to time may hold or invest, sell or dispose of the same; may have a common seal and alter and renew the same at will; and may exercise in conformity with this charter all municipal powers, functions, rights, privileges and immunities of every name and nature whatsoever.

SECTION 1.11.

Corporate boundaries.

The boundaries of the City of Villa Rica shall be those existing on the effective date of the adoption of this charter with such alterations as may be made from time to time in the manner provided by law. The current boundaries of the City of Villa Rica, at all times, shall be shown on a map, a written legal description or any combination thereof, to be retained permanently in the office of the city manager and to be designated, as the case may be: "Official Map (or Description) of the corporate limits of the City of Villa Rica, Georgia." Alterations in these boundaries shall be indicated by appropriate entries upon or additions to such map or legal description. Such entries or additions shall be made by and under the direction of the mayor. Photographic, typed, or other copies of such map or description certified by the city manager shall be admitted in evidence in all courts and shall have the same force and effect as with the original map or description.

SECTION 1.12.
Specific powers.

The corporate powers of the government of the City of Villa Rica, to be exercised by the governing authority, may include the following:

- (1) To levy and provide for the assessment, valuation, revaluation, and collection of taxes on all property subject to taxation;
- (2) To levy and provide for the collection of license fees and taxes on privileges, occupations, trades, and professions, and to license and regulate such privileges, occupations, trades, and professions and to provide for the manner and method of payment of such licenses and taxes;
- (3) To make appropriations for the support of the government of the city, to authorize the expenditure of money for any purposes authorized by this charter and for any purpose for which a municipality is authorized by the laws of the State of Georgia and to provide for the payment of expenses of the city;
- (4) To appropriate and borrow money for the payment of debts of the city, and to issue bonds for the purpose of raising revenue to carry out any project, program, or venture authorized by this charter or the laws of the State of Georgia;
- (5) To acquire, dispose of, and hold in trust or otherwise any real, personal, or mixed property, in fee simple, or lesser interest, inside or outside the property limits of the city;
- (6) To accept or refuse gifts, donations, bequests or grants from any source for any purpose related to the powers and duties of the city and the general welfare of its citizens, on such terms and conditions as the donor or grantor may impose;
- (7) To condemn property, inside or outside the corporate limits of the city for present or future use, and for any corporate purpose deemed necessary by the governing authority, under O.C.G.A. Title 22 or under oath applicable Public Acts as are or may be enacted;
- (8) To acquire, lease, construct, operated, maintain, sell and dispose of public utilities, including but not limited to a system of waterworks, sewers and drains, sewage disposal, gas works, electric light plants, transportation facilities, public airports and any other public utility; to fix the taxes, charges, rates, fares, fees, assessments, regulations and penalties and withdrawal of service for refusal or failure to pay same and the manner in which such remedies shall be enforced;
- (9) To grant franchises or make contracts for public services; to prescribe the rates, fares, regulations and standards and conditions of service applicable to the service to be provided by the franchise grantee or contractor, insofar as not in conflict with such regulations by the public service commission;

(10) To lay out, open, extend, widen, narrow, establish or change the grade of, abandon or close, construct, pave, curb, gutter, adorn with shade trees, otherwise improve, maintain, repair, clean, prevent erosion of, and light roads, alleys and walkways within the corporate limits of the city;

(11) To grant franchise and rights-of-way throughout the streets and roads, and over the bridges and viaducts, for the use of public utilities;

(12) To provide for the acquisition, construction, building, operation and maintenance of public ways, parks and playgrounds, recreational facilities, cemeteries, markets and market houses, public buildings, libraries, sewers, drains, sewerage treatment, airports, hospitals and charitable, cultural, educational, penal and medical institutions, agencies and facilities; and any other public improvements, inside or outside the corporate limits of the city; and to regulate the use thereof, and for such purposes, property may be acquired by condemnation under O.C.G.A. Title 22, or other applicable Public Acts, as are or may be enacted;

(13) To require real estate owners to repair and maintain in a safe condition the sidewalks adjoining their lots or lands; and to enact ordinances establishing the terms and conditions under which such repairs and maintenance shall be effected, including the penalties to be imposed for failure to do so;

(14) To regulate and establish minimum standards for the construction and repair of buildings and all other structures, electrical wiring and equipment, gas installation and equipment, plumbing and housing; to adopt building, housing, plumbing, electrical, gas and heating and air conditioning codes; to license all building trades and to license the construction and erection of buildings and all other structures; and to provide for the enforcement of such standards;

(15) To provide for the prevention and punishment of drunkenness and public disturbances;

(16) To regulate or prohibit junk dealers; pawnshops; the manufacture, sale, or transportation of intoxicating liquors; and to regulate the transportation, storage and use of combustible, explosive and inflammable materials, the use of lighting and heating equipment, and any other business or situation which may be dangerous to persons or property;

(17) To regulate and control the conduct of peddlers and itinerant trades, theatrical performances, exhibitions, shows of any kind whatever, by taxation or otherwise;

(18) To prohibit or regulate and control the erection, removal and maintenance of signs, billboards, trees, shrubs, fences, buildings and any and all other structures or obstructions upon or adjacent to the rights-of-way of streets and roads or within view thereof, within

or abutting the corporate limits of the city, and to prescribe penalties and punishment for violation of such ordinances;

(19) To prescribe standards of health and sanitation and to provide for the enforcement of such standards;

(20) To regulate the emission of smoke or other exhaust which pollutes the air and to prevent the pollution of natural streams which flow within the corporate limits of the city;

(21) To fix and establish fire limits and from time to time to extend, enlarge or restrict same; to prescribe fire safety regulations not inconsistent with general law, relating to both fire prevention and detection and to firefighting, and to prescribe penalties and punishment for violation thereof;

(22) To provide for the destruction and removal of any building or other structure which may become dangerous or detrimental to the public;

(23) To provide for the collection, method of collection and disposal of garbage, rubbish and refuse and to regulate the collection and disposal of garbage, rubbish, and refuse by others; and to provide for the separate collection of glass, tin, aluminum, cardboard, paper and other recyclable materials and to provide for the sale of such items;

(24) To levy, fix, assess and collect a garbage, refuse and trash collection and disposal and other sanitary service charge or fee, for such services as may be necessary in the operation of the city from all individuals, firms, and corporations residing in or doing business therein benefiting from such services; to enforce the payment of such charges and fees and to provide for the manner and method of collecting such service charges;

(25) To levy a fee, charge or sewer assessment as necessary to assure the acquiring, constructing, equipping, operating, maintaining and extending of a sewerage disposal plant and sewerage system and to levy on the users of sewers and the sewerage system a sewer service assessment or sewer fee for the use of the sewers; and to provide for the manner and method of collecting such service charges and for enforcing payment of same;

(26) To charge, impose and collect a sewer connection fee or fees and to charge the same from time to time; such fees to be levied on the users connecting with the sewerage system;

(27) To define, regulate and prohibit any act, practice, conduct or use of property which is detrimental, or likely to be detrimental, to the health, sanitation, cleanliness, welfare and safety of the inhabitants of the city and to provide for the enforcement of such standards;

(28) To define a nuisance and provide for its abatement whether on public or private property;

(29) To provide for the preservation and protection of property and equipment of the city and administration and use of same by the public and to prescribe penalties and punishment for violations thereof;

(30) To provide that persons given jail sentences in the municipal court shall work out such sentence in any public works or on the streets, roads, drains and squares in the city; or to provide for the commitment of such persons to any county work camp or jail by agreement with the appropriate county officials;

(31) To adopt ordinances and regulations for the prevention of disorderly conduct and disturbing the peace in the corporate limits of the city and to prohibit or regulate by ordinance such other conduct and activities within said city, which while not constituting an offense against the laws of this state, are deemed by the governing authority to be detrimental and offensive to the peace and good order of the city or to the welfare of the citizens thereto;

(32) To regulate and license, or prohibit the keeping or running at large of animals and fowl and to provide for the impoundment of same, if in violation of any ordinance or lawful order; and to provide for their disposition by sale, gift, or humane destruction, when not redeemed as provided by ordinance enacted hereunder;

(33) To regulate the operation of motor vehicles and exercise control over all traffic, including parking, upon or across the streets, roads, alleys and walkways of the city;

(34) To provide and maintain a system of pensions and retirement for officers and employees of the city;

(35) To levy and provide for the collection of special assessments to cover the costs for any public improvements;

(36) To enter into contracts and agreements with other governmental entities and with private persons, firms and corporations providing for services to be furnished and payments to be made therefor;

(37) To create, alter, or abolish departments, boards, offices, commissions and agencies of the city, and to confer upon such agencies the necessary and appropriate authority for carrying out all the powers conferred or delegated to same;

(38) To make, ordain and establish such bylaws, ordinances, rules and regulations as shall appear necessary for the security, welfare, convenience and interest of the city and the inhabitants thereof and for preserving the health, peace, order and good government of the city;

(39) To provide penalties for violations of any ordinance adopted pursuant to the authority of this charter and the laws of the State of Georgia;

(40) To exercise the power of arrest through duly appointed policemen;

202 (41) To establish procedures for determining and proclaiming that an emergency
203 situation exists within or without the city and to make and carry out all reasonable
204 provisions deemed necessary to deal with or meet such an emergency for the protection,
205 safety, health or well-being of the citizens of the city; and
206 (42) To exercise and enjoy all other powers, functions, rights, privileges and immunities
207 necessary or desirable to promote or protect the safety, health, peace, security, good
208 order, comfort, convenience or general welfare of the city and its inhabitants; and to
209 exercise all implied powers necessary to carry into execution all powers granted in this
210 charter as fully and completely as if such powers were fully enumerated herein; and to
211 exercise all powers now or in the future authorized to be exercised by other municipal
212 governments under other laws of the State of Georgia. No enumeration of particular
213 powers in this charter shall be held to be exclusive of others, nor restrictive of general
214 words and phrases granting powers, but shall be held to be in addition to such powers
215 unless expressly prohibited to municipalities under the Constitution or applicable laws
216 of the State of Georgia.

217 **SECTION 1.13.**
218 General powers.

219 In addition to all other powers herein granted, the city shall be vested with any and all powers
220 which municipal corporations are or may hereafter be authorized or required to exercise
221 under the Constitution and laws of the State of Georgia, as fully and completely as though
222 such powers were specifically enumerated herein, and any and all powers which the city was
223 heretofore authorized to exercise upon the effective date of this charter.

224 **SECTION 1.14.**
225 Construction.

226 The powers of the city shall be construed liberally and in favor of the city. The specific
227 mention or failure to mention particular powers in this charter shall not be construed as
228 limiting in any way the general power of the city as stated in this charter. It is the intention
229 hereof to grant the city full power and right to exercise all governmental authority necessary
230 for the effective operation and conduct of the city and all of its affairs.

231 **SECTION 1.15.**

232 Exercise of powers.

233 All powers, functions, rights, privileges and immunities of the city, its officers, agencies or
234 employees shall be carried into execution as provided by this charter. If this charter makes
235 no provision such powers, functions, rights, privileges, and immunities shall be carried into
236 execution as provided by ordinance of the governing authority and as provided by pertinent
237 laws of the State of Georgia.

238 **ARTICLE II**
239 **GOVERNING BODY**

240 **SECTION 2.10.**

241 Creation; composition; number; election.

242 The legislative authority of the government of the City of Villa Rica except as otherwise
243 specifically provided in this charter, shall be vested in a city council to be composed of a
244 mayor and five councilmembers. The mayor and councilmembers shall be elected in a
245 manner provided by Article V of this charter.

246 **SECTION 2.11.**

247 Qualifications for office.

- 248 (a) No person shall be eligible to serve as mayor or councilmember unless he or she shall
249 have been a resident of the city for a period of not less than one year immediately prior to the
250 date of the election of mayor or members of the council and shall continue to reside therein
251 during his or her period of service and shall be registered and qualified to vote in municipal
252 elections of the City of Villa Rica and unless he or she shall meet the qualification standards
253 required for members of the Georgia House of Representatives, as are now or may in the
254 future be prescribed by the Georgia Constitution.
- 255 (b) No person shall be eligible as a candidate for the office of councilmember or to remain
256 in office as a councilmember, unless he or she shall reside in the ward for which he or she
257 is elected.

258 **SECTION 2.12.**
259 Compensation and expenses.

260 The mayor and councilmembers shall receive as compensation for their services an amount
261 prescribed by ordinance passed by the council in conformity with the laws of the State of
262 Georgia. The mayor and councilmembers shall be entitled to receive their actual and
263 necessary expenses incurred in the performance of their duties of office as prescribed by
264 ordinance.

265 **SECTION 2.13.**
266 Prohibitions.

- 267 (a) Holding other office. Except as authorized by law, no member of the council shall hold
268 any other elective city office or city employment during the term for which he or she was
269 elected.
- 270 (b) Voting when personally interested. Neither the mayor nor any other member of the
271 council shall vote upon any question in which he or she is personally interested. The mayor
272 and councilmembers shall abide by the "Code of Ethics and Prohibited Practices"
273 incorporated in this charter as "Appendix A."

274 **SECTION 2.14.**
275 Inquiries and investigations.

276 The council may make inquiries and investigations into the affairs of the city and the conduct
277 of any department, office or agency thereof and for this purpose may subpoena witnesses,
278 administer oaths, take testimony and require the production of evidence. Any person who
279 fails or refuses to obey a lawful order issued in the exercise of these powers by the council
280 shall be punished as provided by ordinance.

281 **SECTION 2.15.**
282 General power and authority of the council.

- 283 (a) Except as otherwise provided by law or by this charter, the council shall be vested with
284 all the powers of government of the City of Villa Rica as provided by Article I of this charter
285 and state law.
- 286 (b) In addition to all other powers conferred upon it by law, the council shall have the
287 authority to adopt and provide for the execution of such ordinances, resolutions, rules and

regulations, not inconsistent with this charter, the Constitution and the laws of the State of Georgia, which it shall deem necessary, expedient or helpful for the peace, good order, protection of life and property, health, welfare, aesthetics, sanitation, comfort, convenience, prosperity or well-being of the inhabitants of the City of Villa Rica and may enforce such ordinances by imposing penalties for violation thereof.

(c) The council may by ordinance create, change, alter, abolish or consolidate offices, agencies and departments of the city and may assign additional functions to any of the offices, agencies and departments expressly provided for by this charter.

SECTION 2.16.

Powers and duties of mayor.

The mayor shall be the chief executive official of the city and chief advocate of policy. He or she shall preside at meetings of the council, shall sign ordinances and resolutions, except as otherwise provided by this charter, shall sign deeds, bonds, contracts, and other instruments or documents when authorized by the council to do so. The mayor shall vote only in case of a tie. The mayor shall perform such other duties as may be imposed by this charter or by ordinance of the council not inconsistent therewith.

SECTION 2.17.

Reserved.

SECTION 2.18.

Reserved.

SECTION 2.19.

Reserved.

SECTION 2.20.

Organization of council; mayor pro tem.

(a) The new councilmembers shall be sworn in by any officer authorized by law to administer an oath and the oath of office shall be administered as required by state law.

(b) Following the induction of members, the council by majority vote of all the members thereof shall elect one of their members to be mayor pro tem, who shall serve for a term of one year and until his or her successor is elected and qualified. The mayor pro tem shall preside at meetings of the council in the temporary absence of the mayor.

(c) In the event the mayor is unable to carry out his or her designated duties due to vacation of office, or some other unforeseen circumstance, the mayor pro tem shall immediately assume the position of interim mayor pending a special election to fill the vacancy or other resolution of the vacancy or pursuant to state law. The interim mayor shall have all of the powers of the mayor, with the exception of the power of veto. The interim mayor shall retain his or her right to vote as a member of the council. Once the vacancy in the office of the mayor is resolved by law then the interim mayor shall revert back to his or her prior status on the council.

(d) If the mayor pro tem shall become the interim mayor pursuant to the provisions of subsection (c) of this section, then the council shall elect a new mayor pro tem to complete the term of the previous mayor pro tem. If the interim mayor should leave office as set forth in the provisions of subsection (c) of this section, then the new mayor pro tem will become the interim mayor.

(e) The interim mayor shall preside at meetings of the city council upon the mayor's absence or due to vacation of office, suspension from office, or other unforeseen circumstance preventing the mayor from temporarily carrying out the duties of the office. The interim mayor shall have no veto power and shall not assume any other powers of the mayor except that the interim mayor shall be authorized to sign contracts, ordinances, and resolutions the mayor shall sign pursuant to Section 2.16. When presiding at meetings of the city council, the interim mayor may vote on all matters and in all instances in which he or she would be authorized to vote if he or she were not presiding.

SECTION 2.21.

Regular and special meetings.

(a) The council shall hold regular meetings at such places and times as prescribed by ordinance. The council may recess any regular meeting and continue such meetings on any weekday or hour it may fix and may transact any business at such continued meeting as may be transacted at any regular meeting.

(b) Special meetings of the council may be held on call of the mayor with the consent of at least two members of the council or upon the call of three councilmembers. Notice of such special meetings shall be served on all other members by e-mail personally, by telephone personally, or shall be left at their residences at least 24 hours in advance of the meeting. Such notice shall not be required if the mayor and all councilmembers are present when the special meeting is called.

(c) All meetings of the council shall be public.

352 **SECTION 2.22.**

353 Rules of procedure.

354 The council shall adopt its rules of procedure and order of business consistent with the
355 provisions of this charter and shall provide for keeping a journal of its proceedings, which
356 shall be of a public record.

357 **SECTION 2.23.**

358 Quorum; voting.

359 The mayor (or mayor pro tem when presiding) and three councilmembers shall constitute a
360 quorum and shall be authorized to transact business of the council. In the absence of the
361 mayor, three councilmembers may constitute a quorum for the purpose of transacting
362 business. Voting on the adoption of ordinances shall be taken by hand vote and the votes
363 shall be recorded in the journal. When a quorum is present, the affirmative vote of a majority
364 of those councilmembers present shall be required for the adoption of any ordinance,
365 resolution or motion except as otherwise provided in this charter.

366 **SECTION 2.24.**

367 Action requiring an ordinance.

368 (a) Except as herein provided, every official action of the council which is to become law
369 shall be by ordinance. Each proposed ordinance shall be introduced in writing and in the
370 form required for final adoption. No ordinance shall contain a subject which is not expressed
371 in its title. The enacting clause shall be "The Council of the City of Villa Rica, Georgia,
372 hereby ordains"

373 (b) An ordinance may be introduced by any member of the council and read at a regular or
374 special meeting of the council. Ordinances shall be considered and adopted or rejected by the
375 council in accordance with the rules which it shall establish. Upon introduction of any
376 ordinance, the clerk shall distribute a copy to the mayor and to each councilmember and shall
377 file a reasonable number of copies in the office of the clerk and at such other places as the
378 council may designate.

379 (c) Formal action by the council on matters of a special or temporary character generally
380 limited to one subject may be made by resolution. Resolutions may be introduced by any
381 member of the council or their designees. Resolutions shall be considered or adopted or
382 rejected by the council in accordance with the rules which it shall establish.

SECTION 2.25.

Codes of technical regulations.

(a) The council may adopt any standard code of technical regulations by reference thereto in any adopting ordinance. The procedure and requirements governing such adopting ordinance shall be as prescribed for ordinances generally, except that:

(1) The requirements of Section 2.24(b) for distribution and filing of copies of the ordinance shall be construed to include copies of any code of technical regulations, as well as the adopting ordinance; and

(2) A copy of each adopted code of technical regulations, as well as the adopting ordinance, shall be authenticated and recorded by the clerk pursuant to Section 2.27.

(b) Copies of any adopted code of technical regulations shall be made available by the clerk for distribution or for purchase at a reasonable price.

SECTION 2.26.

Signing; authenticating; recording; codification; printing.

(a) The clerk or city manager shall authenticate by his or her signature and record in full in a properly indexed book kept for the purpose of recording all ordinances adopted by the council.

(b) The council shall provide for the preparation of a general codification of all of the ordinances of the city having the force and effect of law. The general codification shall be adopted by the council by ordinance and shall be published promptly, together with all amendments thereto, with this charter, any amendment thereto, and such codes of technical regulations and other rules and regulations as the city council may specify. This compilation shall be known and cited officially as "The Code of the City of Villa Rica, Georgia." Copies of the code shall be furnished to all officers, departments and agencies of the city and made available for purchase by the public at a reasonable price as fixed by the council.

(c) The council shall cause each ordinance and each amendment to this charter to be printed promptly following its adoption and the printed ordinance and charter amendments shall be made available for purchase by the public at reasonable prices to be fixed by the council. Following publication of the first Code of the City of Villa Rica, Georgia, and at all times thereafter, the ordinances and charter amendments shall be printed in substantially the same style as the code currently in effect and shall be suitable in form for incorporation therein. The council shall make such further arrangements as deemed desirable with respect to reproduction and distribution of any current changes in or additions to codes of technical regulations and other rules and regulations included in the code.

SECTION 2.27.

Submission of ordinances, resolutions to the mayor; veto power.

(a) Every ordinance and written resolution adopted by the city council shall be presented promptly by the city clerk to the mayor with a transmittal sheet showing the date the document is presented to the mayor. Except as provided in subsection (d) of this section, no ordinance or written resolution adopted with five affirmative votes of the city council may be disapproved by veto of the mayor.

(b) The mayor, within three calendar days of receipt of an approved ordinance or resolution, shall return it to the city clerk with or without the mayor's approval or with the mayor's disapproval. If the ordinance or resolution has been approved by the mayor, it shall become law upon its return to the city clerk. If the ordinance or resolution is neither approved nor disapproved by the mayor, it shall become law at 12:00 noon on the third full calendar day after its adoption. If the ordinance or resolution is disapproved by the mayor, the mayor shall submit to the city council through the clerk a written statement of the reasons for the veto. The clerk shall record upon the ordinance or resolution the date of its delivery to and receipt from the mayor.

(c) Ordinances or resolutions vetoed by the mayor shall be presented by the clerk to the city council at its next meeting. If the city council then adopts the ordinance or resolution by an affirmative vote of four members, it shall become law. A majority of a quorum of the council may delay a vote on the override of a veto to a meeting no later than 30 days subsequent to the date the mayor submits a written statement of reasons for the veto to the clerk.

(d) The mayor may disapprove or reduce any item or items of appropriation in any ordinance within three calendar days from its adoption. The approved part or parts of any ordinance making appropriations shall become law, and the part or parts disapproved shall not become law unless subsequently passed by the councilmembers over the mayor's veto as provided in this section. The reduced part or parts shall be presented to the city council as though disapproved and shall not become law unless overridden by the council as provided in subsection (c) of this section.

ARTICLE III

EXECUTIVE BRANCH

SECTION 3.10.

Administrative and service departments.

(a) The council, by ordinance, may establish, abolish, merge or consolidate offices, positions of employment, departments and agencies of the city, as they may deem necessary for the

proper administration of the affairs and government of the city. The council shall prescribe the functions and duties of existing departments, offices and agencies or of any departments, offices and agencies hereinafter created or established; may provide that the same person shall fill any number of offices and positions of employment; and may transfer or change the function or duties of offices, positions of employment, departments and agencies of the city.

(b) The operations and responsibilities of each department now or hereafter established in the city shall be distributed among such divisions or bureaus as may be provided by ordinance of the council. Each department shall consist of such officers, employees and positions as may be provided by this charter or by ordinance and shall be subject to the direct supervision and guidance of the city manager and to the general supervision and guidance of the mayor and council.

(c) Except as otherwise provided by this charter, the directors of departments and other appointed officers of the city shall serve at the pleasure of the appointing authority. Vacancies occurring in an appointive office shall be filled in the same manner as prescribed by this charter for an original appointment.

(d) Except as otherwise provided by law, the directors of departments and other appointed officers of the city shall be appointed solely on the basis of their respective administrative and professional qualifications.

(e) All appointive officers and directors of departments shall receive such compensation as prescribed by ordinance of the city council.

SECTION 3.11.

Council's interference with administration.

The mayor and councilmembers shall not attempt to direct city officers and employees who are subject to the direction and supervision of the city manager, and shall not give orders to any such officer or employee, either publicly or privately. The city council when acting as a body pursuant to this charter does retain the right to control and direct city operations.

SECTION 3.12.

Boards, commissions, and authorities.

(a) All members of boards, commissions and authorities of the city shall be appointed by the council for such terms of office and such manner of appointment as provided by ordinance, except where another appointing authority, term of office or manner of appointment is prescribed by this charter or by applicable state law.

- (b) No voting member of any board, commission or authority shall hold any elective office in the city, except as may be specifically allowed by city ordinance or state law.
- (c) Any vacancy in office of any member of a board, commission or authority of the city shall be filled for the unexpired term in the manner prescribed herein for the original appointment, except as otherwise provided by this charter or any applicable state law.
- (d) No member of any board, commission or authority shall assume office until he or she shall have executed and filed with the clerk of the city an oath obligating himself or herself to faithfully and impartially perform the duties of his or her office, such oath to be prescribed by ordinance of the council and administered by the mayor.
- (e) Any member of a board, commission or authority serves at will of the city council and may be removed from office by a vote of a majority of the members of the city council.
- (f) Members of boards, commissions, and authorities may receive such compensation and expenses in the performance of their official duties as prescribed by ordinance.
- (g) The qualifications required of members of boards, commissions, and authorities shall be prescribed by ordinance.
- (h) Except as otherwise provided by this charter or by applicable state law, each board, commission or authority of the city government shall elect one of its members as chair and one member as vice chair for terms of one year. The board, commission, or authority may elect a city employee to serve as a non-voting clerk to the body. Each board, commission or authority of the city government may establish (after appointment by the councilmembers) such bylaws, rules and regulations, not inconsistent with this charter, ordinances of the city or applicable state law, as it deems appropriate and necessary for the conduct of its affairs, copies of which shall be filed with the clerk of the city.

SECTION 3.13.
Reserved.

SECTION 3.14.
Reserved.

SECTION 3.15.
Reserved.

SECTION 3.16.
Reserved.

514 **SECTION 3.17.**

515 Reserved.

516 **SECTION 3.18.**

517 Reserved.

518 **SECTION 3.19.**

519 Reserved.

520 **SECTION 3.20.**

521 City manager: appointment, qualification and compensation.

522 The council may appoint, for an indefinite term, an officer whose title shall be city manager.
523 The manager may be appointed solely on the basis of his or her executive and administrative
524 qualifications with special reference to his or her educational background and his or her
525 actual experience in and knowledge of, the duties of office as hereinafter prescribed. The
526 manager shall serve at the pleasure of the council. At the time of his or her appointment, the
527 city manager need not be a resident of the city and neither shall he or she be required to
528 reside therein during his or her tenure of office.

529 **SECTION 3.21.**

530 Chief administrative officer.

531 The manager shall be chief administrative officer of the government of the City of Villa Rica.
532 He or she shall be responsible to the council for the proper and efficient administration of the
533 affairs of the city.

534 **SECTION 3.22.**

535 Powers and duties.

536 As chief administrative officer, the city manager shall have the power to appoint and remove
537 all city officers and department directors with the approval of the council. He or she shall
538 also have such other powers and duties as are vested in him or her by this charter and by
539 ordinance.

540 **SECTION 3.23.**
541 Removal of city manager.

542 The city manager is employed at will and may be summarily removed from office at any time
543 by the city council subject to the terms of any employment agreement.

544 **SECTION 3.24.**
545 Reserved.

546 **SECTION 3.25.**
547 Reserved.

548 **SECTION 3.26.**
549 Reserved.

550 **SECTION 3.27.**
551 Reserved.

552 **SECTION 3.28.**
553 Reserved.

554 **SECTION 3.29.**
555 Reserved.

556 **SECTION 3.30.**
557 City clerk.

558 The city manager shall appoint a city clerk to keep a journal of the proceedings of the city
559 council and to maintain in a safe place all records and documents pertaining to the affairs of
560 the city and to perform such other duties as may be required by law or as the city manager
561 may direct.

562 **SECTION 3.31.**
563 Tax collector.

564 The city manager may appoint, subject to the approval of the city council, a tax collector to
565 collect all taxes, licenses, fees and other monies belonging to the city, subject to the

provisions of this charter and the ordinances of the city, and the tax collector shall diligently comply with and enforce all general laws of Georgia relating to the collection, sale or foreclosure of taxes by municipalities.

SECTION 3.32.

City attorney.

(a) The city manager, subject to the approval of the city council, shall appoint and may terminate a city attorney, together with such assistant city attorneys as may be authorized, and shall provide for the payment of such attorney or attorneys for services rendered to the city. The city attorney shall be responsible for providing for the representation and defense of the city in all litigation in which the city is a party; may be the prosecuting officer in the municipal court; shall attend the meetings of the council as directed; shall advise the city council, mayor, and other officers and employees of the city concerning legal aspects of the city's affairs, and shall perform such other duties as may be required by virtue of the person's position as city attorney.

(b) The city attorney is not a public official of the city and does not take an oath of office. A law firm, rather than an individual, may be designated as the city attorney.

SECTION 3.33.

City accountant.

The city manager may appoint or terminate, subject to the approval of the city council, a city accountant to perform the duties of an accountant.

SECTION 3.34.

Consolidation of functions.

The city manager, with the approval of the council, may consolidate any two or more of the positions of city clerk, city tax collector, and city accountant, or any other positions or may assign the functions of any or more of such positions to the holder or holders of any other positions. The city manager may also, with the approval of the city council, perform all or any part of the functions of any of the positions or offices in lieu of appointing other persons to perform the same.

SECTION 3.35.

Reserved.

596 **SECTION 3.36.**

597 Reserved.

598 **SECTION 3.37.**

599 Reserved.

600 **SECTION 3.38.**

601 Reserved.

602 **SECTION 3.39.**

603 Reserved.

604 **SECTION 3.40.**

605 Position classification and pay plans.

606 The city manager shall be responsible for the preparation of a position classification and pay
607 plan which shall be submitted to the council for approval. Said plans may apply to all
608 employees of the City of Villa Rica and of any of its agencies and offices. When a pay plan
609 has been adopted, the council shall not increase or decrease the grade or step categories of
610 individual employees except by amendment of said plan.

611 **SECTION 3.41.**

612 Personnel policies.

- 613 (a) Unless otherwise provided for by ordinance duly adopted by the city council or by
614 contract approved by the city council, all city employees shall be at-will employees.
- 615 (b) The council shall adopt rules and regulations consistent with this charter concerning:
- 616 (1) The method of employee selection and probationary periods of employment;
- 617 (2) The administration of position classification and pay plan, methods of promotion and
618 application of service ratings thereto and transfer of employees within the classification
619 plan;
- 620 (3) Hours of work, vacation, sick leave and other leaves of absence, overtime pay and
621 the order and manner in which layoffs shall be effected; and
- 622 (4) Such other personnel policies as may be necessary to provide for adequate and
623 systematic handling of the personnel affairs of the City of Villa Rica.

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ARTICLE IV
JUDICIAL BRANCH
SECTION 4.10.

Municipal court: creation, jurisdiction.

There is hereby established a court to be known as the Municipal Court of the City of Villa Rica, which shall have jurisdiction and authority to try offenses against the laws and ordinances of said city and state as allowed by state law and to punish for a violation of the same. Such court shall have the power and authority to enforce its judgments by the imposition of such penalties as may be provided by law; to punish witnesses for nonattendance, and to punish also any person who may counsel or advise, aid, encourage or persuade another whose testimony is desired or material in any proceeding before said court, to go or move beyond the reach of the process of the court; to try all offenses within the territorial limits of the city constituting traffic cases which under the laws of Georgia are placed within the jurisdiction of municipal or police courts to the extent of, and in accordance with, the provisions of such laws and all laws subsequently enacted amendatory thereof. Said court shall be presided over by the judge of said court. In the absence or disqualification of the judge, the judge pro tem shall preside and shall exercise the same powers and duties as the judge when so acting. In the case of removal, the council shall follow those requirements set forth in O.C.G.A. § 36-32-2.1 or as now or hereafter amended.

SECTION 4.11.
Judge.

- (a) No person shall be qualified or eligible to serve as judge unless he or she is licensed to practice law in the State of Georgia and an active member in good standing of the State Bar of Georgia; provided, however, that any judge serving on June 30, 2011, who does not meet the qualifications required by O.C.G.A. § 36-32-1.1 may serve as municipal court judge so long as such judge is in compliance with O.C.G.A. § 36-32-27.
- (b) The governing authority is authorized to appoint a judge. Such judge shall receive compensation as shall be fixed by the governing authority of the municipal corporation. Any such judge shall serve for a minimum term of one year and until a successor is appointed or if the judge is removed from office. Such term shall be memorialized in a written agreement between such individual and the governing authority of the municipal corporation or in an ordinance.

(c) The judge pro tem shall serve in the absence of the judge, shall have the same qualifications as the judge, shall be appointed by the council, and shall take the same oath as the judge.

(d) Before entering on duties of his or her office, the judge shall take an oath before an officer duly authorized to administer oaths in this state, that he or she will truly, honestly, and faithfully discharge the duties of his or her office to the best of his or her ability, without fear, favor or partiality. The oath shall be entered upon the minutes of the council.

(e) The city attorney shall not serve as the judge or judge pro tem of the municipal court.

SECTION 4.12.

Convening.

Said court shall be convened at such times as designated by ordinance or at such times as deemed necessary to keep current the dockets thereof.

SECTION 4.13.

Powers.

(a) The municipal court shall have authority to punish those in its presence for contempt, provided that such punishment shall not exceed \$1,000.00 or 12 months in jail. The municipal court may fix punishment for offenses within its jurisdiction not exceeding a fine of \$1,000.00 or as otherwise may be provided by state law or imprisonment for 12 months or both and, in addition, may sentence any offender upon conviction to community service for a period not exceeding 30 days.

(b) The municipal court shall have authority to establish a schedule of fees, including an information technology fee, to defray the costs of operation and shall be entitled to reimbursement of the cost of meals, transportation and caretaking of prisoners bound over to state or superior courts for violation of state laws.

(c) The municipal court shall have authority to establish bail and recognizances to insure the presence of those charged with violations before said court, and shall have discretionary authority to accept cash or personal or real property as surety for appearance of persons charged with violations. Whenever any person shall give bail for his or her appearance and shall fail to appear at the time fixed for trial, his or her bond shall be forfeited by the judge presiding at such time and an execution issued thereon by serving the defendant and his or her sureties with a rule nisi, at least two days before a hearing on the rule nisi. In the event that cash or property is accepted in lieu of bond for security for the appearance of a defendant at trial and if such defendant fails to appear at the time and place fixed for trial, the cash so

deposited shall be on order of the judge declared forfeited to the City of Villa Rica, or the property so deposited shall have a lien against it for the value forfeited, which lien shall be enforceable in the same manner and to the same extent as a lien for city property taxes.

(d) The municipal court shall have the authority to bind prisoners over to the appropriate court when it appears by probable cause that a state law has been violated.

(e) The municipal court shall have the authority to administer oaths and to perform all other acts necessary or proper to the conduct of said court.

(f) The municipal court may compel the presence of all parties necessary to a proper disposal of each case by the issuance of summons, subpoena and warrants which may be served and executed by any officer as authorized by this charter or by state law.

(g) The municipal court is specifically vested with all of the jurisdiction and powers throughout the entire area of the City of Villa Rica granted by state laws generally to mayor's, recorder's, and police courts, and particularly by such laws as authorize the abatement of nuisance.

SECTION 4.14.

Certiorari.

The right of certiorari from the decision and judgment of the municipal court shall exist in all criminal cases and ordinance violation cases, and such certiorari shall be obtained under the sanction of a judge of the Superior Court of Carroll County or of Douglas County, depending upon where the offense occurred, under the laws of the State of Georgia regulating the granting and issuance of writs of certiorari.

SECTION 4.15.

Rules for court.

With the approval of the council, the judge shall have full power and authority to make reasonable rules and regulations necessary and proper to secure the efficient and successful administration of the municipal court; provided, however, that the court shall comply with the general laws of the State of Georgia. The rules and regulations made or adopted for said court shall be filed with the city clerk, shall be available for public inspection and, upon request, a copy may be furnished to all defendants in municipal court proceedings at least 48 hours prior to said proceedings.

ARTICLE V
ELECTIONS
SECTION 5.10.

Elections; terms of office.

(a) The mayor and councilmembers who are serving as such on January 1, 2018, and any person selected to fill a vacancy in any such office, shall continue to serve as such officers until the regular expiration of their respective terms of office and upon the election and qualification of their respective successors. Wards 1, 2, 3, 4, and 5, as they exist on January 1, 2018, shall continue to be designated as Wards 1, 2, 3, 4, and 5, respectively.

(b) At the general municipal election in 2019, there shall be elected a mayor and councilmembers to represent Wards 1 and 2. Such officers shall have terms of office expiring December 31, 2023; and their successors shall be elected at the general municipal election in 2023 and quadrennially thereafter for terms of four years.

(c) At the general municipal election in 2021, there shall be elected councilmembers to represent Wards 3, 4, and 5. Such officers shall have terms of office expiring December 31, 2025; and their successors shall be elected at the general municipal election in 2025 and quadrennially thereafter for terms of four years.

(d) All elections for the office of mayor shall be by the voters of the entire city. Each election for the office of councilmember shall be by the voters of the ward the councilmember is to represent. All elections shall be by a majority (50% plus one) of the votes cast.

(e) All general municipal elections shall be held on the Tuesday after the first Monday in November.

(f) Persons newly elected as mayor or councilmember at any general municipal election shall take office on January 1 following the election after having received their oath of office.

(g) The mayor and all councilmembers shall serve for the terms specified in this section and until their successors are duly elected and qualified.

(h) For the purpose of electing members of the city council, Villa Rica is divided into five wards. Such wards shall be and correspond to those five numbered districts described in and attached to and made a part of this Act and further identified as 'Plan: villaricaprop1-Tiger2010 Plan Type: Local Administrator: Villa Rica User: Gina'.

(i) For the purposes of such plan:

(1) The term "VTD" (voting tabulation district) shall mean and describe the same geographical boundaries as provided in the report of the Bureau of the Census for the United States decennial census of 2010 for the State of Georgia. The separate numeric designations in a district description which are underneath a "VTD" heading shall mean

and describe individual blocks within a VTD as provided in the report of the Bureau of the Census for the United States decennial census of 2010 for the State of Georgia; and (2) Except as otherwise provided in the description of any district, whenever the description of any district refers to a named city, it shall mean the geographical boundaries of that city as shown on the census maps for the United States decennial census of 2010 for the State of Georgia.

(j) Any part of Villa Rica which is not included in any district described in subsection (a) of this section shall be included within that district contiguous to such part which contains the least population according to the United States decennial census of 2010 for the State of Georgia.

(k) Any part of Villa Rica which is described in subsection (a) of this section as being included in a particular district shall nevertheless not be included within such district if such part is not contiguous to such district. Such noncontiguous part shall instead be included within that district contiguous to such part which contains the least population according to the United States decennial census of 2010 for the State of Georgia.

(l) The city shall evaluate and redraw, if necessary, the boundaries of the five wards, as soon as practical subsequent to each decennial census.

SECTION 5.11.

Qualifying; nomination of candidates; absentee ballots.

The council may by ordinance, when permitted by state law, prescribe rules and regulations governing qualifying fees, nomination of candidates, absentee ballots, write-in votes, challenge of votes, and such other rules and regulations as may be necessary for the conduct of elections in the City of Villa Rica.

SECTION 5.12.

Reserved.

SECTION 5.13.

Reserved.

SECTION 5.14.

Reserved.

SECTION 5.15.

Reserved.

786 **SECTION 5.16.**

787 Reserved.

788 **SECTION 5.17.**

789 Reserved.

790 **SECTION 5.18.**

791 Reserved.

792 **SECTION 5.19.**

793 Reserved.

794 **SECTION 5.20.**

795 Applicability of general laws.

796 The procedures and requirements for election of all elected officials of the City of Villa Rica
797 as to primary, special or general elections shall be in conformity with the provisions of state
798 law as now or hereafter amended.

799 **SECTION 5.21.**

800 Special elections; vacancies.

801 In the event that the office of the mayor or councilmember shall become vacant for any cause
802 whatsoever, the council or those remaining shall order a special election to fill the balance
803 of the unexpired term of such office; provided, however, if such vacancy occurs within 12
804 months of the expiration of the term of office of the mayor or councilmember, said vacancy
805 in office may be filled by appointment by the remaining members of the council. Said
806 appointee shall be a qualified person and, if for council, a resident of the unrepresented ward.
807 Both special elections and qualifications of candidates therefor shall conform to the
808 applicable provisions of this charter and the Georgia Election Code, O.C.G.A. § 21-2-1 et
809 seq., as now or hereafter amended.

810 **SECTION 5.22.**

811 Other provisions.

812 Except as otherwise provided by this charter, the city council shall, by ordinance, prescribe
813 such rules and regulations it deems appropriate to fulfill any options and duties under the
814 Georgia Election Code, O.C.G.A. § 21-2-1 et seq., as now or hereafter amended.

815 **SECTION 5.23.**

816 Reserved.

817 **SECTION 5.24.**

818 Reserved.

819 **SECTION 5.25.**

820 Reserved.

821 **SECTION 5.26.**

822 Reserved.

823 **SECTION 5.27.**

824 Reserved.

825 **SECTION 5.28.**

826 Reserved.

827 **SECTION 5.29.**

828 Reserved.

829 **SECTION 5.30.**

830 Removal of officers.

831 (a) The mayor or councilmembers shall be removed from office for any one or more of the
832 causes provided in O.C.G.A. Title 45, or such other applicable laws or ordinances as are or
833 may hereafter be enacted.

834 (b) Removal of the mayor or a councilmember pursuant to subsection (a) of this section shall
835 be accomplished by one of the following methods:

- (1) By an order of the Superior Court of Carroll County or Douglas County following a hearing on a complaint seeking such removal brought by any resident of the City of Villa Rica. Venue for such action will be determined by the residency of the office subject to the removal action.
- (2) By an order of the Superior Court of Carroll County or Douglas County following a hearing on a complaint seeking such removal brought by the city pursuant to approval of such action by an affirmative vote of at least four councilmembers.
- (3) By recall election as provided by state law.
- (4) By any other method permitted by state law.

ARTICLE VI
FINANCE AND FISCAL
SECTION 6.10.
Property taxes.

All property subject to the taxation for state and county purposes, assessed as of January 1 each year, shall be subject to the property tax levied by the City of Villa Rica. The city will use the county assessment for the year in which the city taxes are to be levied and the county is to furnish appropriate information for such purpose unless otherwise directed by state law. The maximum general operation millage rate will be that permitted by state law.

SECTION 6.11.
Tax levy.

The council shall be authorized to levy an ad valorem tax on all real and personal property within the corporate limits of the city as permitted by state law for the purpose of raising revenues to defray the costs of operating the city government, providing governmental services and for any other public purposes as determined by the council in its discretion. The council is also authorized to provide for sufficient levy to pay principal and interest on general obligations.

SECTION 6.12.
Tax due dates and tax bills.

The council shall provide by ordinance when the taxes of the city shall fall due and in what length of time said taxes may be paid and shall provide by ordinance for the payment of taxes due to the city in installments, or in one lump sum and when and how and upon what terms

867 such taxes shall be due and payable, as well as to authorize the voluntary payment of taxes
868 prior to the time when due.

869 **SECTION 6.13.**
870 Collection of delinquent taxes.

871 The council may provide by ordinance for the collection of delinquent taxes by fi. fa. issued
872 by the city clerk and executed by any police officer of the city under the same procedure
873 provided by the laws governing execution of such process from the superior court, or by the
874 use of any other available legal processes and remedies. The council shall be authorized to
875 impose interest and penalty upon delinquent tax payments as may be authorized by state law.
876 A lien shall exist against all property upon which city property taxes are levied, as of the
877 assessment date of each year. In cases of hardship, the council shall have discretionary
878 authority to waive any and all penalties imposed by this charter on delinquent taxes,
879 assessments, or on other amounts due to the city.

880 **SECTION 6.14.**
881 Licenses, occupational taxes, excise taxes.

882 The council by ordinance shall have full power to levy such license and specific or
883 occupational taxes upon the residents of the City of Villa Rica, both individual and corporate,
884 and on all those who transact or offer to transact business therein, as the council may deem
885 expedient for the public health, safety, benefit, convenience or advantage of the city; to
886 classify businesses, occupations, professions or callings for the purpose of such taxation in
887 any way which may be lawful; to require such persons to procure licenses; to compel the
888 payment of such licenses, by execution or any other lawful manner; and to make laws and
889 regulations necessary or proper to carry out the powers herein conferred and to prescribe
890 penalties for the violation thereof. The council shall have full power and authority to levy an
891 excise tax not prohibited by general law.

892 **SECTION 6.15.**
893 Sewer service charges.

894 The council by ordinance shall have the right, power and authority to assess and collect fees,
895 charges and tolls for sewer services rendered both within and without the corporate limits of
896 the City of Villa Rica, to provide for the cost and expense of providing for the collection and
897 disposal of sewage through the sewage facilities of the city. If unpaid, said sewer service

898 charge shall constitute a lien against any property of persons served, and shall be enforceable
899 in the same manner and under the same remedies as a lien for city property taxes.

900 **SECTION 6.16.**
901 Sanitary and health service charge.

902 The council shall have authority by ordinance to provide for, to enforce, to levy and collect
903 the cost of sanitary and health services necessary in the operation of the city from all
904 individuals, firms and corporations, residing in or doing business in said city benefiting from
905 such services, Such authority shall include the power to assess, levy, and collect annual or
906 monthly sanitary taxes or fees in such amount or amounts and based upon and in accordance
907 with such classification of property and sanitary service or services provided, as may be fixed
908 by ordinance. Said sanitary taxes and the assessment thereof shall be a charge and lien
909 against the real estate in respect to which said taxes are so assessed and the owner or owners
910 thereof, and shall be enforceable in the same manner and under the same remedies as a lien
911 for city property taxes.

912 **SECTION 6.17.**
913 Special assessments.

914 The council shall have power and authority to assess all or part of the cost of constructing,
915 reconstructing, or improving any public way, street, sidewalk, curbing, gutters, sewers, water
916 systems, gas systems or other utility mains and appurtenances, against the abutting property
917 owners, under such terms and conditions as may be prescribed by ordinance. Such special
918 assessments shall become delinquent 30 days after their due dates, shall thereupon be subject,
919 in addition to fi. fa. charges, to a penalty of 10 percent and shall thereafter be subject to
920 interest at the rate of 7 percent per annum from date due until paid. A lien shall exist against
921 the abutting property superior to all other liens, except that it shall be of equal dignity with
922 liens for county and city property taxes, and said lien shall be enforceable by the same
923 procedure and under the same remedies as provided for in this article for city property taxes.

924 **SECTION 6.18.**
925 Transfer of executions.

926 The city clerk shall be authorized to assign or transfer any fi. fa. or execution issued for any
927 tax, or for any street, sewer, or other assessment in the same manner and to the same extent
928 as provided by Georgia law, regarding sales and transfers of tax fi. fas. Provided that, upon

929 levy of execution and sale of property pursuant to such tax fi. fa., whether assigned,
930 transferred or executed by the city, the owner of such property, in fee simple or lesser
931 interest, shall not lose his or her right to redeem the property in accord with the requirements
932 of redemption of property sold under state or county ad valorem tax fi. fas., as said
933 requirements now exist or may be hereinafter provided by law.

934 **SECTION 6.19.**
935 General obligation bonds.

936 The council shall have the power to issue bonds for the purpose of raising revenue to carry
937 out any project, program, or venture authorized under this charter or the general laws of the
938 state. Such bonding authority shall be exercised in accordance with the laws governing bond
939 issuance by municipalities in effect at the time said issue is undertaken.

940 **SECTION 6.20.**
941 Revenue bonds.

942 Revenue bonds may be issued by the city council as permitted by state law, as now or
943 hereafter amended, or by any other Georgia law as now or hereafter provided.

944 **SECTION 6.21.**
945 Short-term notes.

946 Pursuant to applicable state law, the city may obtain temporary loans between January 1 and
947 December 31 of each year.

948 **SECTION 6.22.**
949 Reserved.

950 **SECTION 6.23.**
951 Reserved.

952 **SECTION 6.24.**
953 Reserved.

954 **SECTION 6.25.**
955 Reserved.

956 **SECTION 6.26.**

957 Reserved.

958 **SECTION 6.27.**

959 Reserved.

960 **SECTION 6.28.**

961 Reserved.

962 **SECTION 6.29.**

963 Reserved.

964 **SECTION 6.30.**

965 Fiscal year.

966 The council shall set the fiscal year by ordinance. Said fiscal year shall constitute the budget
967 year and the year for financial accounting and reporting of each and every office, department,
968 institution, agency and activity of the city government, unless otherwise provided by state
969 or federal law.

970 **SECTION 6.31.**

971 Preparation of the budget.

972 The council shall provide by ordinance the procedures and requirements for the preparation
973 and execution of an annual budget, including requirements as to the scope, content, and form
974 of such budget.

975 **SECTION 6.32.**

976 Submission of the budget to the city council.

977 On or before a date fixed by the council, the city manager shall submit to the council a
978 proposed budget for the ensuing fiscal year. The budget shall be accompanied by a message
979 from the mayor containing a statement of the general fiscal policies of the city, the important
980 features of the budget, explanation of major changes recommended for the next fiscal year,
981 a general summary of the budget and such other comments and information as he or she may
982 deem pertinent. The budget, the budget message, and all supporting documents shall be filed
983 in the office of the city clerk and shall be open to public inspection.

SECTION 6.33.

Action by council on budget.

(a) The council may amend the budget proposed by the city manager, except that the budget as finally amended and adopted must provide for all expenditure required by law or by other provisions of this charter and for all debt service requirements for the ensuing fiscal year. The total appropriations from any fund shall not exceed the estimated fund balance, reserves and revenues, constituting the fund availability of such fund.

(b) The council shall adopt the final budget for the ensuing fiscal year no later than the last day of the previous fiscal year. If the council fails to adopt the budget by this date, the amounts appropriated for operation for the current year shall be deemed adopted for the ensuing fiscal year on a month to month basis, with all items prorated accordingly until such time as the council adopts a budget for the ensuing fiscal year. Such adoption shall take the form of an appropriation ordinance setting out the estimated revenues in detail by sources and making appropriations according to fund and by organization unit, purpose or activity as set out in the budget document.

(c) The amount set out in the adopted budget for each organizational unit shall constitute the annual appropriation for such item, and no expenditure shall be made or encumbrance created in excess of the otherwise unencumbered balance of the appropriations, or allotment thereof, to which it is chargeable unless authorized by the council.

(d) The council shall be authorized to establish a tax millage rate each year after the submission of the budget to the council to ensure that the necessary revenue will be available to meet the appropriations provided for in the budget. The tax millage rate levied by the council shall not exceed 13 mills to cover general operating expenses. An additional millage rate may be levied for the retirement of bonded indebtedness.

SECTION 6.34.

Property tax levies.

Following adoption of the budget, the council shall levy, by ordinance, an annual tax on all real and personal property within the City of Villa Rica. The tax rate set by such ordinance shall be such that reasonable estimates of revenues from such levy shall at least be sufficient, together with other anticipated revenues, fund balances and applicable reserves, to equal the total amount appropriated for each of the several funds set forth in the annual budget for defraying the expenses of the general government of the City of Villa Rica.

1016 **SECTION 6.35.**
1017 Additional appropriations.

1018 The council may make appropriations in addition to those contained in the current budget,
1019 at any regular or special meeting called for such purpose, but any such additional
1020 appropriations may be made only from an existing unappropriated surplus in the fund to
1021 which it applies.

1022 **SECTION 6.36.**
1023 Reserved.

1024 **SECTION 6.37.**
1025 Reserved.

1026 **SECTION 6.38.**
1027 Reserved.

1028 **SECTION 6.39.**
1029 Reserved.

1030 **SECTION 6.40.**
1031 Procurement and property management; contracting procedures.

1032 All contracts shall be made or authorized by the council and no contracts shall bind the city
1033 unless reduced to writing and approved by the council. All contracts and all ordinances or
1034 resolutions making contracts or authorizing the same shall be drawn by the city attorney or
1035 shall be submitted to him or her before authorization by the council.

1036 **SECTION 6.41.**
1037 Centralized purchasing.

- 1038 (a) The council shall, by ordinance, prescribe procedures for a system of centralized
1039 purchasing for the City of Villa Rica.
- 1040 (b) The council may sell and convey any real or personal property owned or held by the City
1041 of Villa Rica for governmental or other purposes in accordance with state law and the
1042 ordinances of the city.

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ARTICLE VII

MUNICIPAL SERVICES AND REGULATORY FUNCTIONS

SECTION 7.10.

Municipal services; streets.

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The council is hereby vested with the power to lay out, open, widen, change, straighten, alter, improve, vacate, abandon and otherwise to exercise complete control over the streets, alleys, squares and sidewalks of the City of Villa Rica. The council shall provide for the removal of any and all obstacles and nuisances in regard to the streets, alleys, or sidewalks or other public places within the city and shall adopt appropriate ordinances to accomplish this purpose.

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SECTION 7.11.

Municipal utilities.

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The council shall have the power and authority to acquire, own, hold, build, maintain and operate a system of waterworks, electric lights, sewerage and gas distribution; to establish rates and charge fees for services rendered in any of said systems; to finance any of said systems through appropriate bond issues in accordance with the laws of Georgia; to exercise the power of eminent domain in regard to any of said systems, both within and without the corporate limits; and to contract to furnish the services of said systems to consumers outside the corporate limits of the City of Villa Rica.

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SECTION 7.12.

Sewers and drains.

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The council shall have the power and authority to provide for the establishment, extension and maintenance of a system of sewers and drains, together with a sewerage disposal system. This power includes the authority to extend said system beyond the corporate limits. For these purposes the city is granted the power of eminent domain both within and without the corporate limits. The council may provide by ordinances for reasonable connection fees for tapping on to the water and sewer lines of said city and may compel citizens to tap into the same when such services are made available. They may cause said connection to be made when the owners refuse and issue executions to be made for the amount so expended, which execution shall create a lien on the property connected with said water and sewerage system from the date of the order or connection.

1074 **SECTION 7.13.**
1075 Rights-of-way.

1076 The City of Villa Rica shall have the right, easement and franchise of laying the necessary
1077 mains, pipes, conduits and drains, for waterworks and sewerage system purposes along the
1078 highways in the Counties of Carroll and Douglas; to have full power and authority to enact
1079 and enforce such rules, regulations, and ordinances as may be necessary to protect the water
1080 basin and watershed, from which the water supplies are taken, from contamination; and to
1081 protect said waterworks and sewerage system, including the mains, pipes and conduits
1082 whether the same be situated within or without the corporate limits of said city.

1083 **SECTION 7.14.**
1084 Eminent domain.

1085 The council is hereby empowered to acquire, construct, build, operate and maintain public
1086 ways, parks, public grounds, cemeteries, markets, market houses, public buildings, libraries,
1087 sewers, drains, sewage treatment, waterworks, electrical systems, gas systems, airports,
1088 hospitals and charitable, educational, recreational, sport, curative, corrective, detentional,
1089 penal and medical institutions, agencies and facilities and any other public improvements
1090 inside or outside the city, and to regulate the use thereof, and for such purposes, property
1091 may be taken under O.C.G.A. Title 22 or O.C.G.A. Title 32, subject to such amendments as
1092 shall be enacted, or any other applicable Georgia law.

1093 **SECTION 7.15.**
1094 Reserved.

1095 **SECTION 7.16.**
1096 Reserved.

1097 **SECTION 7.17.**
1098 Reserved.

1099 **SECTION 7.18.**
1100 Reserved.

1101 **SECTION 7.19.**
1102 Reserved.

Power to regulate and license.

The council shall have the authority to exercise control over the streets of the City of Villa Rica. The power is hereby conferred upon the council to grant franchises for the use of said city's streets and alleys, for the purposes of railroads, street railways, telephone companies, electric companies, gas companies and transportation. This franchise right extends to, but is not limited to, the erection of poles, stringing of wires, laying of pipes, lines or conduits both above and below the ground surface. The council shall determine the duration, provisions, terms, whether the same shall be exclusive or nonexclusive and the consideration of such franchises. The council shall provide for the registration of all franchises with the city clerk in the registration book to be kept by him or her. The council may provide by ordinance for the registration within a reasonable time of all franchises previously granted.

Franchises.

The council shall have the authority to exercise control over the streets of the City of Villa Rica. The power is hereby conferred upon the council to grant franchises for the use of said city's streets and alleys, for the purposes of railroads, street railways, telephone companies, electric companies, gas companies and transportation. This franchise right extends to, but is not limited to, the erection of poles, stringing of wires, laying of pipes, lines or conduits both above and below the ground surface. The council shall determine the duration, provisions, terms, whether the same shall be exclusive or nonexclusive and the consideration of such franchises. The council shall provide for the registration of all franchises with the city clerk in the registration book to be kept by him or her. The council may provide by ordinance for the registration within a reasonable time of all franchises previously granted.

Building, housing, electrical and plumbing regulations.

The council shall have the power and authority to enact such reasonable rules and regulations as it may deem necessary or expedient regarding the construction and maintenance of buildings, remodeling of buildings, plumbing and electrical wiring and equipping of buildings, in order to promote the safety and welfare of its citizens and to guard against fire

or other property damage. This power may, in the discretion of the council, be exercised by adoption of any such standard building, housing, gas, heating and air conditioning, electrical, and plumbing codes as may be deemed appropriate. The council shall be empowered to engage the necessary personnel to enforce such rules and regulations as adopted and to charge reasonable fees of inspections and permits; and may require the obtaining of a permit as a condition precedent to any construction, building, electrical or plumbing work. The council may enact all ordinances necessary to enforce such rules and regulations.

ARTICLE VIII

Reserved.

ARTICLE IX

ZONING

SECTION 9.10.

Zoning powers.

The mayor and council shall have the power to adopt zoning ordinances which shall set forth the zoning rules and regulations and the zoning map within the city in accordance with state law.

ARTICLE X

GENERAL PROVISIONS

SECTION 10.10.

Official bonds.

The officers and employees of the City of Villa Rica, both elective and appointive, shall execute such official bonds in such amounts and upon such terms and conditions as the city council may from time to time require.

SECTION 10.11.

Existing ordinances and regulations.

Existing ordinances and regulations of the City of Villa Rica, not inconsistent with the provisions of this charter, shall continue in effect until they have been repealed, modified or amended by the council. Existing rules and regulations of departments or agencies of the City of Villa Rica, not inconsistent with the provisions of this charter, shall continue in effect until they have been repealed, modified or amended.

1165 **SECTION 10.12.**

1166 Section captions.

1167 The captions to the sections of this charter are informative only and are not to be considered
1168 as a part thereof.

1169 **SECTION 10.13.**

1170 Construction.

- 1171 (a) The word "shall" is mandatory and the word "may" is permissive.
1172 (b) The singular shall include the plural, the masculine shall include the feminine, and vice
1173 versa.
1174 (c) The use of gender defining nouns or pronouns is unintentional and should be read as
1175 being inclusive of all persons.

1176 **SECTION 10.14.**

1177 Penalties.

1178 The violation of any provisions of this charter, for which a penalty is not specifically
1179 provided for in this charter, is hereby declared to be a misdemeanor and shall be punishable
1180 by a fine of not more than \$1,000.00 or by imprisonment not to exceed 12 months or
1181 community service not to exceed 30 days, or any combination of such fine, imprisonment,
1182 and community service.

1183 **SECTION 10.15.**

1184 Specific repealer.

1185 An Act incorporating the City of Villa Rica in the Counties of Carroll and Douglas, approved
1186 April 25, 1975 (Ga. Laws 1975, page 4575), as amended, is hereby repealed in its entirety
1187 and all amendatory acts thereto are likewise repealed in their entirety. It is the specific intent
1188 of this Act to replace and supersede all acts of incorporation and amendments to the charter
1189 for the city.

1190 **SECTION 10.16.**

1191 General repealer.

1192 All laws and parts of laws in conflict with this Act are hereby repealed.

APPENDIX A. - CODE OF ETHICS AND PROHIBITED PRACTICES

SECTION 1.

Conflict of interest.

No elected official, appointed officer, or employee of the city or any agency or political entity to which this code of ethics applies shall knowingly:

- (1) Engage in any business or transaction or have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his or her official duties or which would tend to impair his or her independence of judgment or action in the performance of his or her official duties;
- (2) Engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of his or her official duties, or would tend to impair his or her independence of his or her judgment or action in the performance of his or her official duties;
- (3) Disclose confidential information concerning the property, government or affairs of the governmental body by which he or she is employed without proper authorization, or use such information to advance the financial or other private interest of himself or herself or others;
- (4) Accept any valuable gift, whether in the form of service, loan, thing, promise, from any person, firm or corporation which to his or her knowledge is interested, directly or indirectly, in any manner whatsoever in business dealings with the governmental body by which he or she is employed; provided, however, that an elected official who is a candidate for public office may accept campaign contributions and services in connection with any such campaign;
- (5) Represent private interest in any action or proceeding against the council by which he or she is employed; or
- (6) Vote or otherwise participate in the negotiation or the making of any contract with any business or entity in which he or she has a financial interest.

SECTION 2.

Disclosure.

Any elected official, appointed officer, or employee of the city government who shall have any private financial interest, directly or indirectly, in any contract or matter pending before or within any department of the city shall disclose such private interest to the council. The mayor or any councilmember who has a private interest in any matter pending before the

council shall disclose such private interest and such disclosure shall be entered on the records of the council and he or she shall disqualify himself from participating in any decision or vote thereto. Any elected official, appointed officer or employee of any agency or political entity to which this code of ethics applies who shall have any private financial interest, directly or indirectly, in any contract or matter pending before or within such agency or entity shall disclose such private interest to the governing body of such agency or entity.

SECTION 3.

Use of public property.

No elected official, appointed officer, or employee of the city or any agency or any agencies or entity to which this code of ethics applies shall use property owned by such governmental body for personal benefit, convenience or profit except in accordance with policies promulgated by the council or the governing body of such agency or entity.

SECTION 4.

Contracts voidable and rescindable.

Any violation of this code of ethics which occurs with the knowledge, express or implied, of another party to a contract or sale shall render said contract or sale voidable as to that party, at the option of the council.

SECTION 5.

Ineligibility of elected officials.

Except where authorized by law, neither the mayor nor any councilmember shall hold any other elective or appointive office in the city or otherwise be employed by said government or any agency thereof during the term for which he or she was elected. No former mayor and no former councilmember shall hold any compensated appointive office in the city until one year after the expiration of the term for which he or she was elected.

SECTION 6.

Political activities of certain officers and employees.

No appointive officer and no employee of the city shall continue in such employment upon qualifying as a candidate for nomination or election to any public office. This provision shall not apply to members of appointed boards, commissions, or authorities.

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SECTION 7.
Penalties for violation.

- (a) Any city officer or employee who willfully conceals such financial interest or willfully violates any of the requirements of this section shall upon conviction be guilty of malfeasance in office or position and shall be deemed to have forfeited his or her office or position.
- (b) Any officer or employee of the city who shall forfeit his or her office or position as described in subsection (a) of this section shall be ineligible for appointment or election to or employment in a position in the city government for a period of three years thereafter.

APPENDIX B. - DESCRIPTION OF WARDS OF THE CITY



CITY OF VILLA RICA
FINANCIAL UPDATE
January 2018

CASH			SELF-FUNDED INSURANCE		
	1-31-2018	1-31-2017			
Total Cash in Bank	\$ 9,129,895	\$ 7,026,936			
General Fund	\$ 7,117,571	\$ 6,067,261			
Water/Sewer Fund	\$ 838,982	\$ (395,834)			
Sanitation/Solid Waste	\$ (423,285)	\$ (257,117)			
2008 Carroll SPLOST	\$ 634,807	\$ 703,712			
2015 Carroll SPLOST	\$ 403,614	\$ 630,267			
2016 Douglas SPLOST	\$ 649,204	\$ -			

FINANCIAL UPDATE

JANUARY 2018

CASH

CASH	1-31-2018	1-31-2017
Total Cash in Bank	\$ 9,129,895	\$ 7,026,936
General Fund	\$ 7,117,571	\$ 6,067,261
Water/Sewer Fund	\$ 838,982	\$ (395,834)
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2008 Carroll SPLOST	\$ 634,807	\$ 703,712
2015 Carroll SPLOST	\$ 403,614	\$ 630,267
2016 Douglas SPLOST	\$ 649,204	\$ -

SELF-FUNDED INSURANCE

SELF-FUNDED INSURANCE

United Healthcare		Self-Funded		SAVINGS
<i>Premiums Paid</i>		<i>Paid</i>		
Oct 2016	118,202	Oct 2017	49,485	68,717
Nov 2016	116,417	Nov 2017	77,846	38,571
Dec 2016	103,998	Dec 2017	92,662	11,336
Jan 2017	111,397	Jan 2018	78,449	32,948
TOTALS	\$ 450,013		\$ 298,443	\$ 151,571

GROWTH

New
construction

GROWTH - January 2018

Residential

Building Permits

Number

36

Amount

\$ 19,890

Water Taps

34

\$ 51,000

Sewer Taps

34

\$ 136,000

Commercial

Building Permits

Number

-

Amount

\$ -

Water Taps

-

\$ -

Sewer Taps

-

\$ -

BUSINESS ACTIVITY

WATER & SEWER

Partial month revenue
(December water/sewer usage
was posted back to December)

Includes
tap fees

WATER/SEWER	1-31-2018	1-31-2017
Water Revenue	\$ 83,931	\$ 87,067
Sewer Revenue	\$ 67,561	\$ 73,471
Misc. Revenue	\$ 197,727	\$ 14,920
Total Revenue	<u>\$ 349,219</u>	<u>\$ 175,458</u>
Water Expenses	\$ 85,192	\$ 76,125
Sewer Expenses	\$ 56,587	\$ 56,137
Dist./Coll. Expenses	\$ 77,839	\$ 78,661
Debt Expense	\$ 189,438	\$ 142,178
Depreciation	\$ 125,550	\$ 122,765
Total Expenses	<u>\$ 534,606</u>	<u>\$ 475,865</u>
Net Income (Loss)	<u><u>\$ (185,387)</u></u>	<u><u>\$ (300,407)</u></u>

BUSINESS ACTIVITY

SANITATION & SOLID WASTE

Partial month revenue
(December trash usage was
posted back to December)

<i>SANITATION/ SOLID WASTE</i>	1-31-2018	1-31-2017
Sanitation Revenue	\$ 19,477	\$ 19,134
Solid Waste Revenue	\$ 8,347	\$ 8,200
Misc. Revenue	\$ 23	\$ -
Total Revenue	<u>\$ 27,847</u>	<u>\$ 27,334</u>
Sanitation Expenses	\$ 53,362	\$ 50,127
Solid Waste Expenses	\$ 38,595	\$ 28,313
Depreciation	\$ 6,456	833
Total Expenses	<u>\$ 98,412</u>	<u>\$ 79,274</u>
Net Income (Loss)	<u>\$ (70,566)</u>	<u>\$ (51,940)</u>

OTHER HIGHLIGHTS

- | | |
|--|-----|
| • Previously Qualified Senior Discounted Customers | 670 |
| • Qualified Low-Income Seniors as of 2-22-18 | 189 |
| • Percentage of previously qualified seniors | 28% |
| • Seniors who have turned in partial application | 8 |

Current Income Limit: **\$24,120** (2x poverty limit)

Do we want to increase
the limit?

2.5x poverty = \$30,150
or Flat \$30,000



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Ordinance for Better Collection and Administration of Hotel-Motel Tax
AGENDA DATE: March 6, 2018

DATE PREPARED: 2/19/2018
PREPARED BY: Sarah Hefty

AMOUNT: N/A
GL ACCOUNT #:

PURPOSE: To better define the City's policies in regards to the collection and administration of Hotel-Motel Tax.

BACKGROUND: In December 2017, the council approved The Resource Professionals Group (TRPG), a subcontractor of the Georgia Municipal Association (GMA), to audit the hotels/motels in the City for compliance. TRPG has begun the audit process and is now in contact with each hotel in the City. As part of their engagement, TRPG has provided a sample ordinance for the administration of Hotel-Motel Tax.

STAFF RECOMMENDATION: To adopt the prescribed ordinance so that we clearly define our collection and administration policies for hotel-motel tax, including expectations and consequences, while TRPG begins the audit process.

MOTION: I move that we adopt the ordinance providing for better collection and administration of hotel-motel tax.

ORDINANCE NO. 18 -

AN ORDINANCE OF THE CITY OF VILLA RICA PROVIDING FOR THE BETTER COLLECTION AND ADMINISTRATION OF A HOTEL - MOTEL TAX

BE IT ORDAINED THAT:

Section 1. Definitions.

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

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

City Manager. The duly appointed City Manager of the city or his designee.

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

Estimated tax liability. The lodging provider's prospective tax liability based upon the average monthly tax remittance in the prior fiscal year, as adjusted for change in tax rate or substantial change in circumstances due to damage to the hotel.

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

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

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

Lodging Provider. Any person operating a hotel in the city including, but not limited to, the owner or proprietor of such premises, lessee, sub-lessee, lender in possession,

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

Monthly period. The calendar months of any year.

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

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

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

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

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

Tax. The tax on occupants imposed by this and prior ordinance, as provided for by **OCGA 48-13-50, et seq.**, specifically 48-13-51 Villa Rica.

Section 2. Tax rate.

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

Section 3. Collection of tax by lodging provider.

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

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

Section 4. Exceptions.

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

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

Every person engaging or about to engage in business as a lodging provider in the city shall immediately register with the city manager on a form provided by said official. Persons engaged in such business must so register not later than thirty (30) days after the date that this ordinance becomes effective. Such registration shall set forth the name under which such person transacts business or intends to transact business, the location of his place(s) of business and such other information which would facilitate the administration of the tax as prescribed by the city manager. The registration shall be signed by the owner if a natural person; in case of ownership by an association or partnership, by a member or partner; in case of ownership by a corporation, by an officer. The city manager shall, after such registration, issue without charge a certificate of authority to each lodging provider to collect the tax from the occupant. A separate registration shall be required for each place of business of a lodging provider. Each certificate shall state the name and location of the business to which it is applicable.

Section 6. Determination generally; returns; payments.

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

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

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

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

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

(f) Return; remittance; time of filing; lodging providers required to file; contents. On or before the twentieth (20th) day of the month succeeding each monthly period, a return for the preceding monthly period together with appropriate remittance shall be filed with the city manager. The return shall report the gross rent, taxable rent, exempt rent, amount of tax collected or otherwise due for the period, and such other information as may be required by the city manager. However, if the estimated tax liability for any monthly period shall exceed two thousand five hundred dollars (\$2,500.00) for a lodging provider who, in the prior fiscal year remitted tax greater than two thousand five hundred dollars (\$2,500.00) in any three (3) consecutive months, such lodging provider shall file an estimated return and remit not less than fifty percent (50%) of the estimated tax liability for the monthly period by the twentieth (20th) day of that same monthly period. The amount of tax so remitted shall be credited against the amount to be due with the regular return for the monthly period to be filed on the twentieth (20th) day of the succeeding month.

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

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

Section 7. Deficiency determinations.

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

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

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

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

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

Section 8. Determination if no return made.

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

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

Section 9. Collection of tax by city.

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

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

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

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

(e) Credit for tax, penalty or interest paid more than once or erroneously or illegally collected. Whenever the amount of any tax, penalty or interest has been paid more than once, or has been erroneously or illegally collected or received by the city, it may be refunded by the governing authority. If the lodging provider or person determines that he has overpaid or paid more than once, which fact has not been determined by the city manager, such person shall have three (3) years from the date of payment to file a claim in writing stating the specific ground upon which the claim is founded. The claimant may

request a hearing before the governing authority at which the claim and any other information available will be considered. The governing authority shall approve or disapprove the claim, and notify the claimant of its action.

Section 10. Administration of ordinance; record keeping.

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

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

(c) Examination of records; audits. The city manager or any person authorized in writing by him may examine the books, papers, records, financial reports, equipment and other facilities of any lodging provider renting guest rooms and any lodging provider liable for the tax, in order to verify the accuracy of any return made, or if no return is made by the lodging provider, to ascertain and determine the amount required to be paid. Such examination shall be conducted at the place of lodging provision, unless the city manager shall stipulate another place within the city.

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

Section 11. Violations.

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

during any portion of which any violation is committed, continued or permitted, shall constitute a separate offense and shall be punished accordingly.

Section 12. Effective date.

This ordinance and the tax levied hereby shall become effective upon its adoption.

PASSED AND ADOPTED THIS DAY OF , 2018.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Update Utility Billing Deposit and Fee Amounts
AGENDA DATE: March 6, 2018

DATE PREPARED: 2/22/2018
PREPARED BY: Sarah Hefty

AMOUNT: Varies
GL ACCOUNT #: Varies

PURPOSE: To update the utility billing deposit and fee amounts in order to reduce the amount of uncollectible customer receivables as well as adjusting for the new utility rates that went into effect on February 1, 2018.

BACKGROUND: In February 2018, council approved writing off over \$95,000 in uncollectible customer receivables from 2015 – 2017. As discussed at that meeting, the biggest impacts the City can have on collections is what we do in-house. Cycle billing was implemented in October 2017 and the delinquent time allowed was shortened significantly. The last major impact on reducing uncollectible accounts would be to increase the deposit amounts, particularly for renters.

In addition to deposits, several fees need to be adjusted due to the increase in the utility rates. For instance, a 30-day temporary fee was \$25, but that would not cover a full month's bill with our new rates. The proposed 30-day temporary fee is \$50.

STAFF RECOMMENDATION: To approve the deposit and fee amounts with an effective date of April 1, 2018.

MOTION: I move that we approve the Resolution to Set Utility Billing Deposits and Fees to be effective April 1, 2018.

RESOLUTION TO SET UTILITY BILLING DEPOSITS AND FEES

WHEREAS, the City of Villa Rica Code Article VII. Section 7.11 provides for the establishment of certain utility billing fees; and

WHEREAS, increased operating, capital and debt costs have occurred since the existing deposits and fees were implemented; and

WHEREAS, the Council finds that it is in the best interest of the City to adopt new deposits and fees in order to maintain the financial integrity of the enterprise funds; and

NOW, THEREFORE, be it hereby resolved by the Mayor and Council of the City of Villa Rica as follows:

1. The following utility deposit amounts shall be effective on April 1, 2018.

Deposits	
Deposit, Owner	\$ 125.00
Deposit, Renter	\$ 225.00
Deposit, Nonresidential	\$ 225.00
Deposit, Landlord	\$ 75.00
Deposit, Hydrant	\$ 1,250.00

2. The following utility fee amounts shall be effective on April 1, 2018.

Fees	
Administration Set-up Fee	\$ 25.00
Transfer of Service Fee	\$ 25.00
Temporary Service (30 days)	\$ 50.00
72 Hour Walk-thru	\$ 50.00
Reconnect Fee	\$ 50.00
Return Check Fee	\$ 25.00
Weekly Rental, Hydrant	\$ 20.00
Customer Requested Re-read	\$ 25.00
Meter Calibration, if no error	\$ 100.00

This Resolution is adopted on the ____ day of _____, 2018.

CITY OF VILLA RICA, GEORGIA

By: _____
Jeff Reese, Mayor

Attest: _____
Alisa Doyal, City Clerk



CITY OF VILLA RICA

City Council Packet

SUBJECT: Retail package malt beverages & wine license for PKR Investments, LLC.

CITY COUNCIL AGENDA DATE: March 6, 2018

DATE: 2/21/2018

PREPARED BY: Katie Godfrey

FISCAL IMPACT: None

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To allow applicant to sell retail package malt beverages and wine at PKR Investments, Inc., 205 S. Carroll Rd., Villa Rica, GA 30180.

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

STAFF RECOMMENDATION: Approval

IMPACT: None

MOTION: I make a motion to approve the alcoholic beverage application for PKR Investments, LLC located at 205 S. Carroll Road.



Public Hearing Date

City Council: March 6, 2018

Request: Alcoholic Beverage License

Project Description: Retail Package Malt Beverages & Wine

Applicant: PKR Investments, LLC
Licensee: Susmita Pahari
2287 Richmond Drive
Lithia Springs, GA 30122

Location: 205 S. Carroll Rd., Land Lot 161, 6th District, Carroll County; Ward 1

Parcel Number(s): V07-006-0018

Current Zoning: DT-CMU (Downtown – Commercial Mixed Use)

Current Land Use: Convenience Store

Location and Zoning Requirements:

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

Sec. 3-46. Zoning Restriction

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

The subject property is zoned DT-CMU (Downtown – Commercial Mixed Use)

Sec. 3-47. Proximity Restrictions:

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

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: **Yes**

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

Compliance: **Yes**

Sec. 3-20(g) Investigation; Hearing:

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

Staff Comments:

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

Recommendation:

Planning Staff recommends **Approval** of the request by PKR Investments, LLC, Susmita Pahari, for Retail Package Malt Beverages and Wine License at 205 S. Carroll Road.

Public Response:

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

Bobby C. Elliott
Director of Community Development

Attachments:

1. Application
2. Public Notice of Sworn Statement
3. Affidavit of Publication
4. GBI Background Check
5. Commercial Lease
6. Articles of Organization



CITY OF VILLA RICA ALCOHOL LICENSE APPLICATION

INSTRUCTIONS: Every question must be answered fully and correctly. If the space provided is not sufficient, answer the question on a separate sheet and indicate in that space that a separate sheet is attached. When completed, it must be dated, signed and verified under oath by the applicant and filed in person by the applicant with the **Office of the City Manager, Villa Rica City Hall, 571 W. Bankhead Highway, Villa Rica, Georgia 30180**, together with all supporting documentation and a check for the required non-refundable application fee.

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

NON-REFUNDABLE APPLICATION FEE

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

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

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

TYPE OF OUTLET

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

PART I

I. Type of Ownership

- ☐ Individual ☐ Partnership ☒ Corporation

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

SUSMITA PAHARI 2287 RICHMOND DR.
Full Name Address

(B) If corporation/partnership, give corporate/partnership name: PKR INVESTMENTS LLC
Federal Tax ID:

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

SUSMITA PAHARI 2287 RICHMOND DR. Lithiasprings GA 30122
Full Name Address 100% % Interest

Full Name Address % Interest

Full Name Address % Interest

Full Name Address % Interest

Describe the principle business of the corporation/partnership:

GAS STATION w/ CONVENIENCE STORE

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

SUSMITA PAHARI 2287 Richmond DR. Lithiasprings GA 30122
Full Name Address

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

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

4. Address of business for which application is made: 205 S Carroll RD villarica, GA 30180

Phone Number: 404-936-4307 770-314-5274
Business Home

Mailing Address: 205 S. Carroll villarica, GA 30180

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

*** PART II ***

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

2. Have you received a copy of the City of Villa Rica Alcoholic Beverage Ordinance? ☒ Yes ☐ No
No application will be processed until receipt of a copy of this ordinance is acknowledged.
3. Have you included with this application a check for the non-refundable application fee required by Chapter 3 of the Alcohol Beverage Ordinance of the City of Villa Rica? ☒ Yes ☐ No
4. As required by Chapter 4 of the Alcoholic Beverage Ordinance of the City of Villa Rica, have you included the following with this application? Please check the applicable answer(s).
- (a) A copy of the deed to the premises to be licensed, if owned by applicant. ☒
 - (b) A copy of the lease agreement covering the premises to be licensed, if leased by the applicant. ☒
 - (c) In the case of a partnership, a copy of the partnership agreement. ☐
 - (d) In the case of a corporation, a copy of the articles of Incorporation. ☐
 - (e) A current stamped certificate from a registered surveyor which shows a scale drawing of the premises and the location at which the applicant desires to operate an alcoholic beverage outlet and which shows, with linear foot measurements where appropriate, such location's compliance or noncompliance with the provisions of Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica. ☐
5. Have you confirmed with the City of Villa Rica Community Development Department that the location of the proposed outlet is in a zoning district approved for the sale of alcoholic beverages subject to the specific limitations of the respective district as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica?
☒ Yes ☐ No
6. If applicable, have you received approval from the City of Villa Rica Building Official for any new construction, renovations, remodeling, etc. at the premises to be licensed? ☐ Yes ☒ No
7. If applicable, have you received an approved site plan from the City of Villa Rica for the location of the premises to be licensed? ☐ Yes ☒ No
8. If applicable, have you received a Carroll/Douglas County Health Department Food Service Permit and any other applicable local, state, or federal permits, etc. required for a food service establishment?
☒ Yes ☐ No
No pouring license application will receive final approval until the necessary permits are secured.

9. Do you comply with the requirements of Regulation 560-2-2-.38 below? ☐ Yes ☒ No
Neither a retail dealer or retail consumption dealer, whether licensed in this State or not, nor any of his employees or members of such retail dealers or retail consumption dealer's immediate family shall have, own, or enjoy any ownership interest in, or partnership arrangement or other business association with the business of any wholesaler, manufacturer, producer, shipper, importer or broker.
10. Has the named licensee and all other persons otherwise required, submitted themselves to the City of Villa Rica Police Department for fingerprinting and background check(s) as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica? ☒ Yes ☐ No
11. Has the named licensee, any partner(s), the corporation, or any corporate officer been:
- (a) Convicted within the last ten (10) years of any felony or any misdemeanor involving moral turpitude? ☐ Yes ☒ No
- (b) Any other misdemeanor within the past five (5) years? ☐ Yes ☒ No
- (c) Denied or had revoked, within the past five (5) years, any license to sell alcoholic beverages issued by any government entity? ☐ Yes ☒ No
- (d) Been convicted of selling alcohol to a minor within the past three (3) years? ☐ Yes ☒ No
- If the answer to any portion of question 11 is yes, describe in detail and give dates of occurrences:
- _____
- _____
- _____

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

If yes, describe in detail and give dates:

NOT APPLICABLE / NO

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

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

JOANNA miles 410 Tree Terrace PKWY Austell GA 30822
678-758-3669

Bimal BOHARA 51 Cadillac Pkwy DALLAS, GA 30123 440 424-9635
PRADESH BAJRACHRYA 678-937-3975

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

NEPAL
Place of Birth

04/02/1991
Date of Birth

* PART III *

VERIFICATION

State of Georgia, Carroll County

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

SUSMITA PAHARI
Applicants Signature (FULL NAME IN INK)

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

This 19 day of December 2019

Notary Public

My Commission Expires Sept 11, 2020



AFFP

2-88862 Susmita Pahari has fil

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF CARROLL } SS

2-88862

Susmita Pahari has file an application to sell alcoholic beverages on the premises of 205 South Carroll Road, Villa Rica, GA 30180 as a beer & wine. A public hearing on the application will be held on Tuesday March 6, 2018 at 6:00 p.m. at the Holt-Bishop Justice Center, Municipal Court Room, 101 Main Street, Villa Rica, Georgia. For additional information on this application, contact the Community Development Department at 678-785-1022.

Marvin Enderle, being duly sworn, says:

That he is the publisher of the Times-Georgian, a daily newspaper of general circulation, printed and published in Carrollton, Carroll County, Georgia; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

February 15, 2018

Publisher's Fee: \$ 20.00

That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Subscribed to and sworn to me this 15th day of February 2018.


Notary Public, Carroll County, Georgia

40086184 40288862

SUSMITA PAHARI
205 SOUTH CARROLL RD
VILLA RICA, GA 30180

CITY OF VILLA RICA

Application for Original Alcoholic Beverage License
Public Notice (Sign) Sworn Statement

I (we) Susmita Pahari
Individual, corporation or partnership applying for license. If corporation or partnership, also list named licensee.

Applicant(s) for an Alcoholic Beverage License in the City of Villa Rica, do solemnly swear, subject to criminal penalties for false swearing that I (we) have posted a notice (sign) at:

205 S Carroll Rd, Villa Rica, GA 30180
Street Address

Which complies with all requirements of Chapter 3, of the Alcoholic Beverage Ordinance of the City of Villa Rica.

[Signature]

Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that Susmita Pahari signed his or her
Applicant

name to the foregoing statement after stating to me that he/she knew and understood all statements made therein, and, under oath actually administered by me, has sworn that said statement is true.

This 13 day of February, 2018.

Katie Godfrey
Notary Public
My Notary Expires 14th April 2019





Georgia Bureau of Investigation
3121 Panthersville Road
Decatur, Georgia 30034
404-244-2639

LSTCN:2727010540

GBITCN:73540934089993

DATE/TIME:2017-12-20 11:11:39

NAME:PAHARI, SUSMITA

PHOTO:PHOTO NOT AVAILABLE

NO GEORGIA OR FBI NATIONAL CRIMINAL HISTORY RECORD FOUND

COMMERCIAL REAL ESTATE LEASE CONTRACT

THIS COMMERCIAL REAL ESTATE LEASE CONTRACT (hereinafter referenced as "Lease"), is made effective the ___ day of December 2017, by and between Nizar Isani with an address of 189 Cobb Parkway N Suite A1 Marietta, Georgia 30062 (hereinafter referenced as "Landlord"), and SUSMITA PAHARI (hereinafter referenced as "Tenant").

WITNESSETH:

THAT, in consideration of the mutual covenants contained herein, the parties have agreed as follows:

1. **Premises.** Landlord, for and in consideration of the rents, covenants, agreements and stipulations contained herein, to be paid, kept, and performed by Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the c-store portion of the property and improvements, located at 205 S Carroll Rd, Villa Rica, GA 30180, and being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Premises").

2. **Term of Lease.** The term of this Lease shall commence on the date possession is obtained by Landlord and shall run for TEN (10) years, unless terminated earlier as hereafter provided.

3. **Rental and Late Fees.**

3.1 **Rental.** Tenant agrees to cooperate to establish payment arrangements and to pay Landlord, by electronic funds transfer ("EFT") payments, or by such other means designated by Landlord in writing to Tenant, promptly on or before the first (1st) day of each month, in advance, rent in the amount of:

- a. Months 1-2 Zero Rent
- b. Months 3-12 \$3,500.00 per month;
- c. Months 13-24 \$4,000.00 per month;
- d. Months 25-36 \$4,500.00 per month; and
- e. At the start of month 37 and each year thereafter the rental shall be increased three percent (3%) per year.

3.2 **Rental Proration.** In the event the commencement date of this Lease is any day other than the first day of a calendar month, the first month's rental shall be prorated.

3.3 **Late Fees.** Tenant agrees to pay Landlord, promptly at the times and in the manner herein specified, all amounts due, without deduction, setoff, abatement, counterclaim or defense. If any amount due is not received by Landlord on or before five (5) days following the date on which it is due, Tenant shall pay Landlord a late charge equal to five percent (5%) of the amount of such past due payment, notwithstanding the date on which such payment is actually paid to Landlord.

4. **Utilities, Taxes and Other Amounts.** It is the intent of the parties to create a true "triple net" lease to Landlord. Tenant's share of the common area expenses, insurance and taxes shall be 100% (the "Tenant's Share").

4.1 **Utilities.** Tenant shall bear and pay all utility bills, including, but not limited to, water charges, sewer, gas, electricity, and telephone, for the Premises. Tenant shall also bear and pay all charges for garbage collection services or other sanitary services rendered to the leased Premises or used by Tenant in connection therewith. If Tenant fails to pay any of said utility bills, charges for garbage collection or other sanitary services or other amounts due, Landlord may pay same and such payment may be added to the rent next due plus an administrative charge of fifty dollars (\$50.00).

Premises or due to the termination of this Lease; and (vi) Landlord has no obligation to purchase any of Tenant's inventory, equipment or trade fixtures, or to reimburse Tenant for any sums invested by Tenant to improve the Premises or the business operated by Tenant on the Premises.

32.2 *Landlord liability.* Landlord's liability under this Lease is limited in all respects to its interest in the Premises.

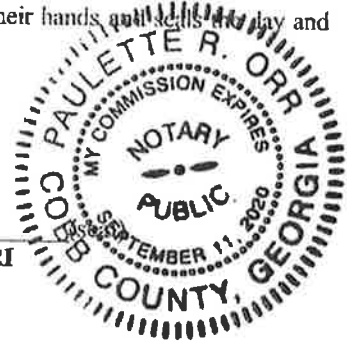
IN WITNESS HEREOF, the parties have hereunto placed their hands and seals this day and year first written above.

Signed, sealed, and delivered
in the presence of:

Paulette Orr
Witness
Paulette Orr
Notary Public

TENANT:

SUSMITA PAHARI

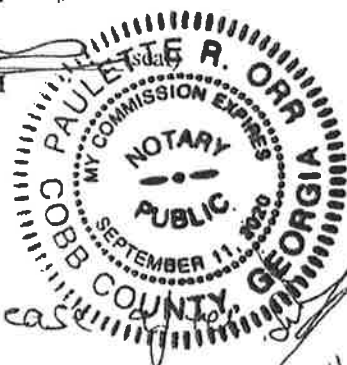


Signed, sealed, and delivered
in the presence of:

Witness
Paulette Orr
Notary Public

LANDLORD:

NIZAR ISANI



Subject to Contingent of Lease
the personal guarantee is Signed

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brian P. Kemp**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

PKR INVESTMENTS LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **12/21/2017** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **12/27/2017**.



A handwritten signature in black ink, appearing to read "B. P. Kemp".

Brian P. Kemp
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 12/21/2017 8:20:40 PM

BUSINESS INFORMATION

CONTROL NUMBER	17133796
BUSINESS NAME	PKR INVESTMENTS LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	12/21/2017

PRINCIPAL OFFICE ADDRESS

ADDRESS	205 South Carroll Rd, Villa Rica, GA, 30180, USA
----------------	--

REGISTERED AGENT'S NAME AND ADDRESS

NAME	ADDRESS
SUSMITA PAHARI	205 S Carroll Rd, Carroll, Villa Rica, GA, 30180, USA

ORGANIZER(S)

NAME	TITLE	ADDRESS
Susmita Pahari	ORGANIZER	2287 Richmond Dr, Lithia Springs, GA, 30122, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Susmita Pahari
AUTHORIZER TITLE	Organizer

Confirmation

[Help](#)[Log Off](#)[Home](#)[I Want To](#)[New Account Registration](#)[Confirmation](#)

Confirmation

Submission Information

Logon	pkrinvestments
Status	Submitted
Confirmation Number	1-137-249-328
Taxpayer Name	PKR INVESTMENTS LLC
Federal Employer ID #	82-3824196
Submission Title	New Location Registration
Submitted	27-Dec-2017

Your confirmation number is 1-137-249-328.

Your request has been submitted and will be processed in the order that it was received.

If you have any questions, please contact us at 1-877-GADOR11 (1-877-423-6711).

[Printable View](#)

OK

[Print Confirmation](#)

Important Message:

Be sure to close the browser window when finished on GTC. Tax filing information remains in your browser memory until you close.

The Georgia Department of Revenue strives to provide taxpayers the most secure way possible to interact with us. To ensure this, we may occasionally require taxpayers to change their passwords. You are encouraged to create confidential and complex passwords. For assistance, please call 877-423-6711 Monday through Friday between 9 a.m. and 5 p.m.

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CITY OF VILLA RICA

City Council Packet

SUBJECT: RA-05-18 – 78 Herrell Road

CITY COUNCIL AGENDA DATE: March 6, 2018

DATE: February 22, 2018

PREPARED BY: Lenise Lyons, Planning and Zoning Specialist

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE:

William K., Sally D., and Sandy Williams requests a Rezoning for property located at 78 Herrell Road, Villa Rica, GA, Parcel No: V04-012-0049, in Land Lot 193 of the 6th District in Carroll County, currently zoned R-20 (Single Family Residential) to Office-Institutional (OI). The property consists of 0.73+/- acres and is located in Ward 3.

BACKGROUND: The applicant, William K., Sally D., and Sandy Williams, submitted application to rezone property located at 78 Herrell Road, Villa Rica, Georgia from Single Family Residential to Office-Institutional on December 18, 2017. The proposed use is for a medical office.

STAFF RECOMMENDATION: Staff recommends Approval with Conditions.

1. Permitted uses limited to business, medical, dental, and professional offices.
2. Per the Unified Development Code, all improvements to be installed on property prior to occupancy.
 - a. Per Section 4.03(B) – Minimum Parking Requirements: 1. In all districts, the minimum number of off-street parking spaces shall be provided in accordance with the requirements in Table 4-1 and Table 4-2.

IMPACT: N/A

PLANNING COMMISSION: Approved with conditions February 27, 2018.

MOTION: I make a motion to approve the rezoning application from William K., Sally D., and Sandy Williams to rezone property located at 78 Herrell Road from Single-Family Residential to Office-Institutional with conditions.



Planning & Zoning

Community Development Department

RA-05-18

Council Ward: 3

Planning Board Member: Tom Flowers

City Council Member: Leslie McPherson

Public Hearing Dates

Planning Commission: February 27, 2018

City Council: March 6, 2018

Request: Rezone to from Residential (R-20) to Office-Institutional (OI) for a medical office.



Applicant: William K., Sally D., and
Sandy Johns
2114 Osprey Cove
Villa Rica, GA 30180
678-525-4258

Acres: 0.73+/-

Current Land Use: Residential

Future Land Use: Industrial

Parcel Number(s): V04 0120049

Location: 78 Herrell Road, in Land Lot 193 of the 6th District in Carroll County.

Project Description:

The applicant is requesting to rezone property located at 78 Herrell Road from Residential (R-20) to Office-Institutional (OI) for a medical office. The applicant intends to convert the existing single-family residence into an office.

Surrounding Properties:

Current Zoning		Land Use
North	Residential (R-20)	Single Family Residential
East	Planned Development (PD)	Undeveloped
South	Office-Institutional	Undeveloped
West	Planned Development (PD)	Undeveloped

Rezoning Review Standards:

The Code of the City of Villa Rica, Unified Development Code Section 2.03.B.4, requires all zoning amendment applications to be reviewed based upon the impact of the proposed rezoning with respect to each of the following matters:

A. *Whether the existing zoning was in error at the time of adoption.*

It does not appear that the existing Residential zoning designation is in error. The parcel is currently developed with a single family residential structure.

B. *Whether the proposed change is consistent with, and in furtherance of, the implementation of the goals and objectives of the Comprehensive Plan, other adopted plans, and the policies, intents and requirements of this Code and other city regulations and guidelines.*

Future Land Use Map

The proposed property is currently located within City limits. The Future Land Use Map designations in the surrounding area are Commercial, Public/Institutional, and Low Density Residential.

Relation to the Comprehensive Plan Policies:

Economic Development

GOAL: Achieve a growing economy that equitably benefits all segments of Villa Rica.

Objective ED-1: Identify and put in place the prerequisites for quality economic growth.

Policies:

ED-1d: Encourage professional office and service development near Tanner Medical Center.

Objective ED-2: Strengthen and diversify Villa Rica's economic base.

Policies:

ED-2b: Encourage a greater variety of businesses.

ED-2f: Promote businesses that complement other businesses in the region.

ED-2h: Encourage commercial /retail development that will be compatible to existing land uses

Land Use and Growth

GOAL: Maintain a balanced, sustainable land use pattern that accommodates projected growth while fostering community vitality, and maintaining or improving the quality of the built environment.

Objective LU-2: Land Use Compatibility – Mitigate land use transitions to ensure that agricultural, residential, industrial, commercial and environmental lands can serve their intended functions (as determined by the Comprehensive Plan) with minimal interference from adjacent land uses.

Policies:

LU-2a: Require development approvals to be consistent with the Future Land Use Plan (Maps 5a-5e) and other plan directives.

C. Whether there is a community need for and benefit from the proposed rezoning; or

Rezoning the property to Office-Institutional (OI) would complement the existing institutional and medical uses in the vicinity. Tanner Medical facilities are in very close proximity, as well as other medical offices. There is also an assisted living facility across the street from the subject property. The two parcels immediately to the south are both zoned OI. Additionally, the future land use designation of the subject parcel is Commercial, which supports an OI zoning classification.

D. Whether the proposed change is consistent with the character of the area in which the proposed rezoning is proposed.

The proposed rezoning is consistent with the character of the area. The applicant proposes to use the existing structure for a medical office. Maintaining the existing residence preserves the predominant low-density, single-family character along Herrell Road, while providing an appropriate transition to the more intense commercial uses along Dallas Highway. A medical office would also complement the existing doctors' offices and other related uses in the vicinity.

E. Whether the proposed zoning is compatible with the zoning and uses of property nearby.

The proposed zoning is compatible with nearby zoning and uses nearby. Tanner Medical Center, as well as, other smaller medical offices can be found along nearby Dallas Highway.

F. Whether the existing zoning is suitable for the development of the uses authorized under the existing zoning classification, will be conducive to proper community planning, and is a logical extension of an existing urban area or growth center.

The existing zoning would be suitable for R-20 residential uses, as it is currently developed with a 1,202-square foot, single family home. However, because the parcel is in close

proximity to Dallas Highway and other institutional uses, it is a logical extension of an existing urban area.

G. Whether the public and community facilities, which may include, but are not limited to, sanitary and storm sewers, water, electrical service, police and fire protection, schools, parks and recreation facilities, roads, libraries, and solid waste collection and disposal, are available and adequate to serve uses authorized under the proposed zoning.

The subject property is currently provided with community facilities such as public sewer and gas. These services should remain available, and seem to be adequate to serve uses authorized under the proposed zoning.

H. Whether the authorized uses will not adversely affect the capacity or safety of the street network in the vicinity of the property.

The proposed rezoning should not have a significant impact on the capacity of the road. There is one point of ingress and egress from Herrell Road onto the property. Medical offices typically have set, regular business hours and do not generate very much traffic. Section 4.03 – Parking Standards of the Unified Development Code specifies the following in regards to parking requirements:

Offices (business, medical, dental and professional): 1 per 225 square feet ground floor area (GFA) for single floor designs; 1 per 275 square feet GFA for designs with two or more floors.

Provided the applicant utilize the existing structure of 1,202 square feet, the parking requirement would be approximately six (6) off-street parking spaces. Additionally, Table 4-2 in Article 4, one (1) handicapped parking space must also be provided.

I. Are there potential environmental impacts (e.g., excessive storm water runoff, water pollution, air pollution, noise pollution, excessive lighting, or other environmental harms) of authorized uses will be mitigated.

Based on the City's and County's available maps, no streams and rivers are located on the site. Additionally, at this time, the applicant is not proposing any new structures on the property. Therefore, Staff is of the opinion that there are currently no potential environmental impacts.

Staff Comments:

The applicant is requesting a rezoning of the subject property from Residential (R-20) to Office-Institutional (OI). The proposed use for a medical office should have a relatively low impact on the surrounding residential community, in comparison to other retail and service uses permitted in OI.

Additionally, Staff recognizes that the Future Land Use Map designates the parcel as Commercial, which is compatible with the OI zoning. Adequate parking facilities and other necessary improvements should be installed prior to occupancy.

Recommendation:

Staff recommendation: **APPROVAL WITH CONDITIONS**

1. Permitted uses limited to business, medical, dental, and professional offices.
2. Per the Unified Development Code, all improvements to be installed on property prior to occupancy.
 - a. Per Section 4.03(B) – Minimum Parking Requirements: 1. In all districts, the minimum number of off-street parking spaces shall be provided in accordance with the requirements in Table 4-1 and Table 4-2.

Public Notifications:

As required by *Article 2, Section 2.01* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* on February 11, 2018; a sign has been posted on the subject properties; and all abutting property owners have received notification via certified mail.

Public Response:

In response to the public notifications, residents within the surrounding neighborhoods have not contacted the City at the time of this staff report.

Office of Community Development

Attachments:

1. Application
2. Campaign Disclosure Statement
3. Letter of Intent
4. Property Owner Authorization
5. Warranty Deed
6. Property Plat
7. Location Map



APPLICATION FOR
UDC TEXT AMENDMENT / ZONING MAP AMENDMENT

☐ UDC TEXT AMENDMENT ☐ ZONING MAP AMENDMENT

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

Date of Application: 12-18-17

APPLICANT

Applicant Name: William K. Sally D. and Sarah Johns
Address: 2114 Osprey Cove City: Villa Rica State: GA Zip: 30180
Phone: (678) 525-4288 Fax: () _____ Email: Kenjohns2114@comcast.net
Agent Name: _____

Address: _____ City: _____ State: _____ Zip: _____
Phone: () _____ Fax: () _____ Email: _____
Owner Name (If different from applicant): Same
Address: _____ City: _____ State: _____ Zip: _____
Phone: () _____ Fax: () _____ Email: _____

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

REZONING REQUEST

Existing Zoning: R-20 Requested Zoning: O-T
Property Address: 78 Herrnell Road Nearest Intersection: Highway 61
Present Use of Property: Residential
Proposed Use: Office - Medical
Size of Tract: .73 acre Land Lot Numbers: 193 Districts: 6
Gross Density: 1 units per acre Net Density: 1 units per acre
Property Tax Parcel Number: V04 0120049

(For Office Use Only)

Total Amount Paid \$ _____ Cash _____ Check # _____ Received by: _____
Application checked by: _____ Date: _____ Map Number(s): _____
Planning Commission: Approved ☐ Denied ☐ Date: _____ Conditions: No ☐ Yes ☐ How many: _____
City Council Decision: Approved ☐ Denied ☐ Date: _____ Conditions: No ☐ Yes ☐ How many: _____
Manager's Signature: _____ Date: _____

WARD 3 - Leslie McPherson



CASE # _____
UDC TEXT/ZONING MAP

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

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

William K. Johns
Signature of Applicant

12-18-17
Date

Required Materials to Accompany the Application for Zoning Map Amendment:

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

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

Required Materials to Accompany the Application for UDC Text Amendment:

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

Proposed text amendment;

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



CASE # _____
UDC TEXT/ZONING MAP

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

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

William K. Thomas
Signature of Applicant

12-18-17
Date

Required Materials to Accompany the Application for Zoning Map Amendment:

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

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

Required Materials to Accompany the Application for UDC Text Amendment:

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

Proposed text amendment;

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



Disclosure of Campaign Contributions

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

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

Yes _____ No ✓

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

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

We certify that the foregoing information is true and correct, this _____ day of _____, 20____.

William K. Johns
Applicant's Name – Printed

William K. Johns
Signature of Applicant

Applicant's Attorney, if applicable – Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 19th day of December, 2017.

Alisa M. Doyal
Notary Public



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

William K. Johns
2114 Osprey Cove
Villa Rica, Georgia 30180
678-525-4258
Kenjohns2114@comcast.net

To: Community Development Director

Re: Application for Rezoning of 78 Herrell Road

We are requesting rezoning of the above property from R-3 to Office-Institutional. This rezoning would be consistent with the Future Land Use Plan of our city. We anticipate use of the property as a medical office. Ingress/egress to the property would be by the existing driveway. Adequate room for parking is available. Access to the property will be enhanced by the planned widening of Herrell Road as part of the DOT Bypass Project.

The impact of the rezoning on the existing area would be positive, and would be a logical extension of the existing urban area. It would benefit the City of Villa Rica, in that additional medical facilities are very desirable to improve our quality of life. Also, expansion of this industry will increase our tax base, and help grow our economy. The rezoning will further the economic development of the area, which we believe will continue to develop into a major medical complex built around Tanner Hospital, which is located approximately ½ mile away.

The property is adjacent to the following properties:

On the south—.73 acre owned by Ellen Wynn McBrayer, and currently zoned Office-Institutional
On the east—54.98 acres owned by Guardians Investments LLC, and currently zoned C-5.
Contained within this property is the Ashbrook Village Senior Community, which consists of 19.48 acres.

On the north—.78 acre owned by Tomi Randi & Jeremy, and is currently zoned R-3

On the west—.96 acre owned by Randall Lee, and is currently zoned R-3

On the south, adjacent to Ms. McBrayer's property, Tommy L Gore, Jr. and Angela K. Gore own 1.01 acres also zoned Office-Institutional, and next to them is the Willowbrooke Medical Facility, 6.66 acres zoned General Commercial. The new Library and a proposed drug store are also located in this general area.

FEE

CITY OF VILLA RICA
571 W BANKHEAD HWY
VILLA RICA GA 30180

770-459-7000

Receipt No: 37.006327

Dec 19, 2017

78 Herrell Rd

Previous Balance:
COMMUNITY DEVELOPMENT
ZONING AND LAND USE
100-32210
Zoning and land use

.00

600.00

Total:

500.00

CHECK

Check No: 177

Payor:

78 Herrell Rd

Total Applied:

600.00

Change Tendered:

.00

12/19/2017 3:42 PM

371388

BK

PG

5431 324

PT-61-022-2015-004573
 CARROLL COUNTY, GEORGIA
 REAL ESTATE
 TRANSFER TAX PAID \$ 0
 INTANGIBLE TAX PAID \$ ---
 DATE 11-16-15
Alan J. Lee
 CLERK OF SUPERIOR COURT

②

After recording return to:
 Law Office of Luanne M. Bonnie, LLC
 836 Sycamore Street
 Decatur, Georgia 30030

QUITCLAIM DEED

STATE OF GEORGIA
 COUNTY OF CARROLL

THIS INDENTURE, made the 28 day of October, 2015, between **WILLIAM K. JOHNS** as party in the first part (hereinafter referred to as "Grantor"), and **SALLY D. JOHNS**, as party in the second part (hereinafter collectively referred to as "Grantee"), (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee, a one-half undivided interest in Grantor's one-half undivided interest in the following property. Such that ownership of said property shall be held as follows (1) a one-half, undivided interest in the property in the name of William K. Johns and Sally D. Johns; and (2):a one-half, undivided interest in the property in the name of Sandy Johns.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 193 OF THE 6ND DISTRICT, CARROLL COUNTY, GEORGIA, BEING LOT 5 OF HAMILTON PLACE AS PER PLAT RECORDED IN PLAT BOOK 40, PAGE 125, CARROLL COUNTY RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY THIS REFERENCE.

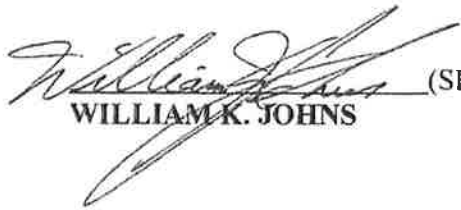
TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim, or demand any right to title to said premises or appurtenances, or any rights thereof.

FILED
 CARROLL COUNTY
 CLERK OF SUPERIOR COURT

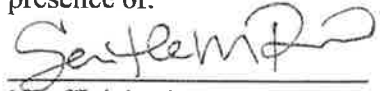
15 NOV 16 PM 4:59

Alan J. Lee
 CLERK OF SUPERIOR COURT
 CARROLL COUNTY, GEORGIA

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

 (SEAL)
WILLIAM K. JOHNS

Signed, sealed and delivered this
20th day of October, 2015, in the
presence of:


Unofficial Witness


Notary Public



RECORDED

NOV 17 2015

PT-61-022-2015-004575

CARROLL COUNTY, GEORGIA

REAL ESTATE

TRANSFER TAX PAID \$ 0INTANGIBLE TAX PAID \$ 11DATE 11-16-15

③

After recording return to:

Law Office of Luanne M. Bonnie, LLC

836 Sycamore Street

Decatur, Georgia 30030

CLERK OF SUPERIOR COURT

QUITCLAIM DEEDSTATE OF GEORGIA
COUNTY OF CARROLL

THIS INDENTURE, made the 28 day of October, 2015, between **WILLIAM K. JOHNS, SALLY D. JOHNS, and SANDY JOHNS** as party in the first part (hereinafter collectively referred to as "Grantor"), and **WILLIAM K. JOHNS, SALLY D. JOHNS, and SANDY JOHNS**, as party in the second part (hereinafter collectively referred to as "Grantee"), (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee, their respective ownership interests in the property and hold them as co-tenants, and NOT as joint tenants with right of survivorship. Grantee shall own such property interests as co-tenants as follows (1) a one-half, undivided interest in the property in the name of William K. Johns and Sally D. Johns and co-tenants; and (2):a one-half, undivided interest in the property in the name of Sandy Johns as a co-tenant.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 193 OF THE 6ND DISTRICT, CARROLL COUNTY, GEORGIA, BEING LOT 5 OF HAMILTON PLACE AS PER PLAT RECORDED IN PLAT BOOK 40, PAGE 125, CARROLL COUNTY RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY THIS REFERENCE.

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

FILED
15 NOV 16 PM 4:59
CLERK OF SUPERIOR COURT
CARROLL COUNTY, GEORGIA

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


WILLIAM K. JOHNS (SEAL)

Signed, sealed and delivered this
20th day of October, 2015, in the
presence of:


Unofficial Witness


Notary Public
SERENA M SKRINE GREEN
Notary Public - State of Georgia
DeKalb County
My Commission Expires Jan 11, 2016


SALLY D. JOHNS (SEAL)

Signed, sealed and delivered this
20th day of October, 2015, in the
presence of:


Unofficial Witness


Notary Public
SERENA M SKRINE GREEN
Notary Public - State of Georgia
DeKalb County
My Commission Expires Jan 11, 2016

SJ (SEAL)
SANDY JOHNS

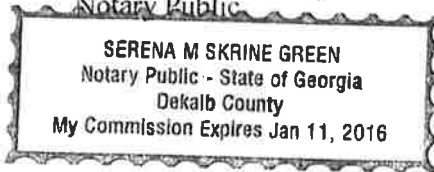
Signed, sealed and delivered this
20 day of October, 2015, in the
presence of:

Sattelm

Unofficial Witness

Serena M. Skrine Green

Notary Public



RECORDED

NOV 17 2015

141537

BK

PG

4027 324

Please return to: Coats & Cordle Attorneys at Law, Inc.
6722 Broad Street
Douglasville, GA 30134
File # RC070543

PT-61 022-2007-004071
CARROLL COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
PAID 103.00
DATE 6/22/07
Kenneth Hoffman
CLERK OF SUPERIOR COURT

STATE OF GEORGIA
COUNTY OF DOUGLAS

WARRANTY DEED

THIS INDENTURE made this **18th** day of **June, 2007**, between

KAREN JORDAN ,

as party or parties of the first part, hereinafter called Grantor, and

WILLIAM K. JOHNS and SANDY JOHNS ,

as joint tenants with rights of survivorship,

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

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 193 OF THE 6TH DISTRICT, CARROLL COUNTY, GEORGIA, BEING LOT 5 OF HAMILTON PLACE, AS PER PLAT RECORDED IN THE PLAT BOOK 40, PAGE 125, CARROLL COUNTY RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE.

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

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

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this first day and year first above written.

Signed, sealed and delivered in the presence of:

Karen Jordan

(Seal)

FILED
GA. CARROLL COUNTY
CLERK SUPERIOR COURT
07 JUN 22 AM 8:57
Kenneth Hoffman
CLERK SUPERIOR COURT
CARROLL COUNTY GEORGIA

AGREEMENT

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

W I T N E S S E T H:

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

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

WHEREAS, the Public Defender desires to accept the position as Public Defender of said City;

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

1. Duties.

(a) The City hereby appoints _____ to serve as the Public Defender of the City pursuant to Georgia law and the Villa Rica City Code of Ordinances to perform the functions and duties specified in State law and by City Charter and to perform all such other legally permissible and proper duties and functions as may be required for the position of Public Defender. The Public Defender shall perform duties as may be requested or dictated by the Judge of the Villa Rica Municipal Court.

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

(c) The Public Defender shall also serve as the primary indigent defense counsel of the Villa Rica Municipal Court.

2. Term.

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

3. Compensation.

(a) The City agrees to pay the Public Defender for services rendered pursuant hereto the sum of _____. The Public Defender acknowledges that he/she serves as an independent contractor and is not an employee of the City.

4. The Public Defender will work with the Judge of Municipal Court and the City Manager to make arrangements for any conflicts which may arise during the course of the Public Defenders performance of duties.

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

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

Signed this _____ day of _____, 2018.

CITY OF VILLA RICA, GEORGIA

By: _____
City Manager

Public Defender



Agenda Item:- _____

CITY OF VILLA RICA

City Council Packet

SUBJECT: Annual Villa Rica Community Easter Sunrise Service
CITY COUNCIL AGENDA DATE: 03/06/2018

DATE: 03/05/2018
PREPARED BY: Christopher G. Pike

FISCAL IMPACT:
ANNUAL –
CAPITAL –
OTHER –

FUNDING SOURCE:

PURPOSE: To approve the 2018 MILL Amphitheater Headliner Entertainment/Band Contracts

BACKGROUND: Memorandum of Understanding (30th Annual Villa Rica Community Easter Sunrise Service) – Request from Meadowbrook Memory Gardens, Jones-Wynn Funeral Homes, and area churches to utilize The MILL amphitheater at no charge on Sunday, April 1, 2018. This will be the 30th Annual Villa Rica Community Easter Sunrise Service. No additional equipment or staff is requested.

STAFF RECOMMENDATION: No recommendation from staff.

RECOMMENDED MOTION: I move that we approve a Memorandum of Understanding that allows Meadowbrook Memory Gardens, Jones-Wynn Funeral Homes and area churches to use the MILL Amphitheater for the purpose of hosting the 30th Annual Villa Rica Community Easter Sunrise Service and waive all rental fees only.

IMPACT: Adverse: Fees usually charged for the use of the MILL Amphitheater will not be collected. Positive: Annual Villa Rica Community Easter Sunrise Service will be held as usual.