

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

MAYOR & COUNCIL WORK SESSION AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
July 5, 2018 | 3:00 PM

Review of the Agenda (Mayor Jeff Reese)

A. Community Development (Bobby Elliott, Director)

1. ABL-05-18: Alcoholic Beverage License Request, Hixtown Brewing Co., 407 Main Street
2. FP-02-18 - Townsend Village Final Plat
3. RA-03-18 - Rezoning request for property located at 414 Old Stone Road. Currently zoned RD (Rural Development) to OI (Office Institutional).
4. 2018 - 2019 GDOT Maintenance Contract Renewal
5. South Carroll Rd Drainage Improvements - Bid Proposals
6. Partially Developed Subdivisions - Sidewalk Requirements
7. ABL-04-18: Alcoholic Beverage License Request, F & B Edge Road, LLC, 701 Edge Road

B. Governing Body (Mayor Jeff Reese)

1. Discussion of Potential Opioid Litigation
2. Approval of the Minutes:
 - a. Monthly Meeting of June 5, 2018.

C. Parks and Recreation (Vicki Coleman, Director)

1. Recreation Advisory Committee Appointment

D. Economic Development (Christopher Pike, Director)

1. August Summer Concert Alcohol License Agreement

E. Police (Michael Mansour, Chief)

1. Ordinance to Provide An Information Technology Fee

F. Finance (Sarah Hefty, CFO)

1. Financial Update: May 2018

G. City Manager (Tom Barber)

1. Gaston Outdoor Billboard Lease
2. Additional Funds for Construction of Retaining Wall at Hillcrest Cemetery by DL Masonry, LLC
3. Comcast Franchise Renewal
4. Discussion of Dates and Times for Council Meetings
5. Discussion of Senate Bill 17
6. Lease Agreement with Villa Rica Development Authority for Former Georgia Power Building

H. Human Resources (Stephanie Rooks, Manager)

1. Personnel Policy Handbook

I. Public Comment: We ask that you sign in for Public Comment before the meeting begins. Enter your name and address for the record and limit your comments to three minutes.

J. Consent Agenda Review and Adjournment



CITY OF VILLA RICA

City Council Packet

SUBJECT: Nanobrewery License for Hixtown Brewing, Co.

CITY COUNCIL AGENDA DATE: July 10, 2018

DATE: June 29, 2018

PREPARED BY: Tracey Carmichael

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To allow applicant to operate as a nanobrewery at Hixtown Brewing, Co., 407 Main St., 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 Hixtown Brewing Co., located at 407 Main Street.



Public Hearing Date

City Council: July 10, 2018

Request: Alcoholic Beverage License

Project Description: Nanobrewery

Applicant: Hixtown Brewing, Co.
Licensee: Brian Britt
9500 E. Tyson Road
Villa Rica, GA 30180

Location: 407 Main St., Land Lot 161, 6th District, Carroll County; Ward 3

Parcel Number(s): V01-001-0001

Current Zoning: DT-CBD (Downtown-Commercial Business District)

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-CBD (Downtown-Commercial Business District).

Sec. 4-70. Proximity Restrictions:

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

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

Compliance: **Yes**

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

Compliance: **Yes**

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

Compliance: **Yes**

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

Compliance: **Yes**

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

Compliance: **Yes**

Sec. 4-29(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 Hixtown Brewing Co., Brian Britt, for Nanobrewery License at 407 Main Street.

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. Commercial Lease



CITY OF VILLA RICA
ALCOHOL LICENSE APPLICATION

10 Jul 18
Council
Meeting

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

Brewery \$
500.00
48

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

48
Brewery \$1,000.00

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:

BRIAN ANDREW BRITT 9500 E. TYSON RD VILLA RICA, GA 30180
Full Name Address

(B) If corporation/partnership, give corporate/partnership name:

Federal Tax ID:

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

BRIAN ANDREW BRITT	9500 E. TYSON RD VILLARICA, GA 30180	100
Full Name	Address	% Interest

Full Name	Address	% Interest
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Full Name	Address	% Interest
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Full Name	Address	% Interest
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Describe the principle business of the corporation/partnership:

~~CRAFT BEER BOUTIQUE BOUTIQUE, NANO BREWERY~~ **NANO BREWERY**

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:

BRIAN ANDREW BRITT	9500 E. TYSON RD VILLA RICA, GA 30180
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: HIXTOWN BREWING Co.

4. Address of business for which application is made: 407 MAIN ST

Phone Number: 770-883-6188
Business Home

Mailing Address: 9500 EAST TYSON RD VILLA RICA, 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)

SOLO ARTISTS

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:

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.

RICHARD FAHEY, RETIRED 1102 CARRINGTON PKWY VILLA RICA, GA 30180
KNOWN 10 YEARS

JOE COGDILL, SELF EMPLOYED 9530 POOLE RD VILLA RICA, GA 30180 12 yrs

ROBERT LIGHT, INSTRUCTOR PILOT, CRAIG TECHNOLOGIES, DOBBINS AFB
HOME - 1209 ANCHOR TERRACE, POWDER SPRINGS, GA 30127 15 years

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

MACDILL AFB, TAMPA, FLA

Place of Birth

05/27/1964

Date of Birth

*** PART III ***

VERIFICATION

State of Georgia, CARROLL County

I, BRIAN BRITT, 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.

Brian Britt

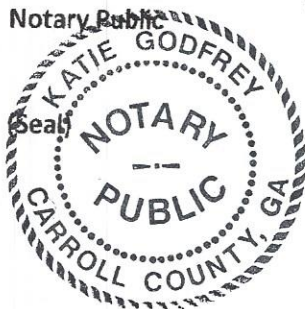
Applicants Signature (FULL NAME IN INK)

I hereby certify that Brian Britt 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 16 day of February 2018

Katie Godfrey

My Commission Expires: 14y Notary Expires 14th, April, 2019



AFFP

2-88425 BRIAN BRITT has filed

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF CARROLL }

SS

2-88425

BRIAN BRITT has filed an application to sell alcoholic beverages on the premises of 407 Main St., Villa Rica, GA 30180 as a craft beer boutique/Nano Brewery. A public hearing on the application will be held on July 10, 2018 at 6:00 pm. 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:

June 23, 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 23rd day of June 2018.



Notary Public, Carroll County, Georgia



40086073 40300875

Brian Britt
9500 East Tyson Rd
Villa Rica, GA

RECEIVED
6/27/18



CITY OF VILLA RICA

Application for Original Alcoholic Beverage License
Public Notice (Sign) Sworn Statement

I (we) BRIAN BRITT
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:

407 MAIN ST VILLA RICA, GA
Street Address

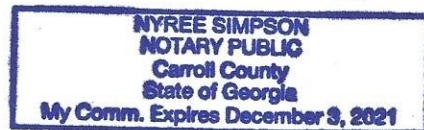
Which complies with all requirements of Chapter 3, of the Alcoholic Beverage Ordinance of the City of Villa Rica.

Brian Britt
Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that Brian Britt 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 27th day of June 2018
Nyree Simpson
Notary Public



Contract for the Lease Of Commercial Real Property

THIS LEASE is made by and among **Larmac Inc.** (hereinafter called "Landlord"), and **Brian Britt DBA Hixtown Brewing, LLC** (hereinafter called "Tenant").

WITNESSETH:

Premises

1. Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, provided for and contained herein to be paid, kept and performed by Tenant, leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called the "Premises"), to wit:

THAT BUILDING LOCATED AT AND KNOWN AS

**407 Main Street
Villa Rica, Ga 30180**

No easement for light or air is included in the Premises.

Term

2. The Tenant shall have and hold the Premises for a term of **12 months**, beginning on the **March 1, 2018** and ending on the **February 28, 2019** at midnight unless sooner terminated as hereinafter provided.

Rental

3. Tenant agrees to pay Landlord, his successors or assigns at the address of the Landlord, without deduction or setoff, in monthly installments on the **first day (past due after the fifth)** of each calendar month, **commencing on March 1, 2018**, during the term thereof. Upon execution of this Lease, Tenant shall pay to Landlord the first full month's rent due hereunder. Rental payments will be as follows: **Rent is \$850 per month.**

Rent shall be paid to:

**Larmac, Inc.
P O Box 605
Villa Rica, GA 30180**

Late Charges

4. If Landlord fails to receive all or any portion of a rent payment within **five (5)** days after it becomes due, Tenant shall pay Landlord, each month, a late charge equal to **ten percent (10%)** of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment.

Security Deposit

5. **Tenant has paid a security deposit of Eight Hundred Fifty Dollars (\$850) on January 23, 2018** for the faithful performance of the terms and conditions of this agreement by Resident. Such deposit shall not be construed as rent and Owner is given the right to place such deposit in an interest bearing account located at The Bank of North Georgia in Villa Rica, Georgia with the interest to accrue to the Landlord. The Security deposit shall be refunded to the Tenant within 30 days after the tenant vacates the premises if:

(1) all terms of the lease were satisfied

- (2) the tenant does not owe the Landlord any money
- (3) proper notice of termination was given
- (4) the premises rented were left in their original condition-ordinary wear and tear accepted
- (5) all keys are returned
- (6) all property of Tenant has been removed.

Tenant shall upon demand restore the security deposit to the original sum deposited. In the event Tenant furnishes landlord with proof that all utility bills have been paid through the date of the Lease termination, and performs all of the Tenant's other obligations under this Lease, the security deposit shall be returned in full to Tenant within thirty (30) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease.

Utilities

6. Tenant shall pay all utility bills, including, but not limited to, gas, electricity, fuel, light and heat bills for the Premises.

Use of Premises

7. The Premises shall be used for *Commercial* purposes only and no other. The Premises shall not be used for any *illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises.*

Abandonment of Premises

8. Tenant agrees not to abandon or vacate the Premises during the term of this Lease and agrees to use the Premises for the purposes herein leased until the expiration hereof.

Indemnity; Insurance

9. Tenant agrees to and hereby does indemnify and save Landlord harmless against all claims for damages to persons or property by reason of Tenant's use or occupancy of the Premises, and all expenses incurred by Landlord because thereof, including attorney's fees and court costs. Supplementing the foregoing and in addition thereto, Tenant shall during the term of this Lease and any extension or renewal thereof, and at Tenant's expense, maintain in full force and effect comprehensive general liability insurance with limits of \$1,000,000.00 per person and \$3,000,000.00 per incident, and property damage limits of \$100,000.00, which insurance shall contain a special endorsement recognizing and insuring any liability accruing to Tenant under the first sentence of this paragraph 9, and naming Landlord as additional insured. Landlord and Tenant each hereby release and relieve the other, and waive its right of recovery, for loss or damage arising out of or incident to the perils insured against which perils occur in, on, or about the premises, whether due to the negligence of Landlord or Tenant or their employees, contractors and/or invitees, to the extent that such loss or damage is within the policy limits of said comprehensive general liability insurance. Landlord and Tenant shall, upon obtaining the policies of insurance required, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this lease.

Repairs by Landlord

10. Landlord agrees to keep in good repair the roof, foundations, and exterior walls of the Premises (exclusive of all glass and exclusive of all exterior doors), and underground utility and sewer pipes outside the exterior walls of the building, except repairs rendered necessary by the negligence or intentional wrongful acts of Tenant, its brokers, employees or invitees. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair and failure so to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

Repairs by Tenant

11. Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises and other improvements located thereon, except those repairs expressly required to be made by Landlord hereunder. Unless the grounds are common areas of a building(s) larger than the Premises, Tenant further agrees to care for the grounds around the building, including paving, the mowing of grass, care of shrubs and general landscaping. Tenant agrees to return the Premises to Landlord at the expiration, or prior to termination of this Lease, in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightening, earthquake or other casualty alone excepted.

Alterations

12. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of the Paragraph 12 upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions, or improvements (whether or not made with Landlord's consent) at the termination of this Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment.

Removal of Fixtures

13. Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all fixtures and equipment which it has placed in the Premise, provided Tenant repairs all damage to the Premises caused by such removal.

Destruction of or Damage to Premises

14. If the Premises are totally destroyed by storm, fire, lightening, earthquake or other casualty, this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of the Premises has been destroyed and Landlord shall restore the Premises to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence.

Governmental Orders

15. Tenant agrees, at its own expense, to comply promptly with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Premises. Landlord agrees to comply promptly with any such requirements if not made necessary by reason of Tenant's occupancy. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to one year's rent, then Landlord or Tenant who is obligated to comply with such requirements may terminate this Lease by giving written notice of termination to the other party by certified mail, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements by giving such notice unless the party giving such notice of termination shall, before termination becomes effective, pay to the party giving notice of all cost of compliance in excess of one year's rent, or secure payment of said sum in manner satisfactory to the party giving notice.

Condemnation

16. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, are condemned by any legally constituted authority for any public use or purposes, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the Lease as herein provided. Broker may become a party to the condemnation proceeding for the purpose of enforcing his rights under this paragraph.

Assignment and Subletting

17. Tenant shall not, without the prior written consent of Landlord, which shall not be unreasonably withheld, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. The assignee of Tenant, at the option of the Landlord, shall become liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

Events of Default

18. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (A) Tenant fails to pay the rental as provided for herein; (B) Tenant abandons or vacates the Premises; (C) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease; (D) Tenant is adjudicated bankrupt; (E) a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (F) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under the present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred; (G) Tenant makes an assignment for benefit of creditors; or (H) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

Remedies Upon Default

19. Upon the occurrence of an Event of Default, Landlord, in addition to any all other rights or remedies it may have at law or in equity, shall have the option of pursuing any one or more of the following remedies:

(A) Landlord may terminate this Lease by giving notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination and Tenant shall surrender the Premises to Landlord on the date specified in such notice.

(B) Landlord may terminate this Lease as provided in paragraph 19(A) hereof and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (i) the monthly rental and additional rent for the period commencing with the day following the date of such termination and ending with the date hereinbefore set for the expiration of the full term hereby granted, or (ii) the aggregate reasonable rental value of the Premises less reasonable brokerage commissions, attorney's fees and other costs relating to the reletting of the Premises for the same period, all of which excess sum shall be deemed immediately due and payable.

(C) Landlord may, without terminating this Lease, declare immediately due and payable all monthly rental

and additional rent due and coming due under this Lease for the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said term; upon making such payment, Tenant shall be entitled to receive from Landlord all rents received by Landlord from other assignees, tenants and subtenants on account of the Premises during the term of this Lease, provided that the monies to which Tenant shall so become entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to this clause (C) less all costs, expenses and attorney's fees of Landlord incurred in connection with the reletting of the Premises; or

(D) Landlord may, from time to time without terminating this Lease, and without releasing Tenant in whole or in part from Tenant's obligation to pay monthly rental and additional rent and perform all of the covenants, conditions and agreements to be performed by Tenant as provided in this Lease, make such alterations and repairs as may be necessary in order to relet the Premises, and, after making such alterations and repairs, Landlord may, but shall not be obligated to, relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable or acceptable; upon each reletting shall be applied first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord, second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees, and of costs of such alterations and repairs, third, to the payment of the monthly rental and additional rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied against payments of future monthly rental and additional rent as the same may become due and payable hereunder; in no event shall Tenant be entitled to any excess rental received by Landlord over and above charges that Tenant is obligated to pay hereunder, including monthly rental and additional rent; if such rentals received from such reletting during any month are less than those to be paid during the month by Tenant hereunder, including monthly rental and additional rent. Tenant shall pay any deficiency to Landlord, which deficiency shall be calculated and paid monthly; Tenant shall also pay Landlord as soon as ascertained and upon demand all costs and expenses incurred by Landlord in connection with such reletting and in making any alterations and repairs which are not covered by the rentals received from such reletting; notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

Tenant acknowledges that the Premises are to be used for commercial purposes, and Tenant expressly waives the protections and rights set forth in Official Code of Georgia Annotated Section 44-7-52.

Exterior Signs

20. Tenant shall place no signs upon the outside walls or roof of the Premises except with the written consent of the Landlord. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs, and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incidental to such removal.

Landlord's Entry of Premises

21. Landlord may card the Premises "For Rent" or "For Sale" ninety (90) days before the termination of this Lease, Landlord may enter the Premises at reasonable hours to exhibit the Premises to prospective purchasers or tenants, to inspect the Premises to see that Tenant is complying with all of its obligations hereunder, and to make repairs required of Landlord under the terms hereof or to make repairs to Landlord's adjoining property, if any.

Effect of Termination of Lease

22. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

Subordination

23. At the option of Landlord, Tenant agrees that this Lease shall remain subject and subordinate to all present and future mortgages, deeds to secure debt or other security instruments (the "Security Deeds") affecting the Building or

the Premises, and Tenant shall promptly execute and deliver to Landlord such certificate or certificates in writing as Landlord may request showing the subordination of the Lease to such Security Deeds, and in default of Tenant so doing, Landlord shall be and is hereby authorized and empowered to execute such certificate in the name of and as the act and deed of Tenant, this authority being hereby declared to coupled with an interest and to be irrevocable. Tenant shall upon request from Landlord at any time and from time to time execute, acknowledge and deliver to Landlord a written statement certifying as follows:

(A) that this Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof);

(B) that to the best of its knowledge there are no uncured defaults on the part of Landlord (or if any such default exists, the specific nature and extent thereof);

(C) the date to which any rent and other charges have been paid in advance, if any; and

(D) such other matters as Landlord may reasonably request. Tenant irrevocably appoints Landlord as its attorney-in-fact; coupled with an interest, to execute and deliver, for and in the name of Tenant, any document or instrument provided for in this paragraph.

Quiet Enjoyment

24. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof.

No Estate in Land

25. This Lease shall create the relationship of Landlord and Tenant between the parties hereto. No estate shall pass out of Landlord. Tenant has only a usufruct not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

Holding Over

26. If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant at will at the rental rate which is in effect at end of this Lease and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, Tenant shall be a tenant at sufferance and commencing on the date following the date of such expiration, the monthly rental payable under Paragraph 3 above shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be twice the monthly rental otherwise payable under Paragraph 3 above.

Attorney's Fees

27. In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Landlord or Tenant, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees to be fixed by the court in such action or proceeding, in an amount at least equal to fifteen percent of any damages due from the non-prevailing party. Landlord and Tenant agree to pay the attorney's fees and expenses of (A) the other party to this Lease (either Landlord or Tenant) if it is made a party to litigation because of its being a party to this Lease and when it has not engaged in any wrongful conduct itself, and (B) if Broker is made a party to litigation because of its being a party to this Lease and when Broker has not engaged in any wrongful conduct itself.

Rights Cumulative

28. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

Waiver of Rights

29. No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

Environmental Laws

30. Landlord represents to the best of his knowledge and belief, (A) the Premises are in compliance with all applicable environmental laws, and (B) there are not excessive levels (as defined by the Environmental Protection Agency) of radon, toxic waste or hazardous substances on the Premises.

Tenant represents and warrants that Tenant shall comply with all applicable environmental laws and that Tenant shall not permit any of his employees, brokers, contractors or subcontractors, or any person present on the Premises to generate, manufacture, store, dispose or release on, about, or under the Premises any toxic waste or hazardous substances which would result in the Premises not complying with any applicable environmental laws.

Time of Essence

31. Time is of the essence of this Lease

Definitions

32. "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. Tenant shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall also include Tenant's assignees or subtenants to the Premises covered by such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

Notices

33. All notices required or permitted under this Lease shall be in writing and shall be personally delivered, sent by U.S. Certified Mail, return receipt requested, postage prepaid, or by e-mail. Notices to Tenant shall be delivered or sent to the address shown below, except that upon Tenant's taking possession of the Premises, then the Premises shall be Tenant's address for notice purposes. Notices to Landlord shall be delivered or sent to the addresses hereinafter stated to wit:

Landlord: **Larmac, Inc.**
P.O. Box 605
Villa Rica, Ga 30180
770-459-6262
theofficesonmain@gmail.com

Tenant: **Brian Britt**
407 Main Street
Villa Rica, Ga 30180
770-883-6188
Email: **bbritt67@yahoo.com** 

All other notices shall be effective upon delivery. Any party may change his or her notice address upon written notice to the other parties.

Disclosure

Georgia law, O.C.G.A 44-7-3, requires that the Landlord or those persons authorized to act for the Landlord as manager of the property, disclose the name and address of those persons:
The person the owner designates as manager of the property and who is designated to act on his behalf for receipt of notices is;

DONNA PHILLIPS
413 MAIN ST. OR P.O. BOX 605
VILLA RICA, GA 30180
Office Phone 770-459-6262

Joint and Several Liability

Each person who signs this agreement understands and agrees that they can each be held liable for the entire amount due under this lease.

The Tenant and Landlord have each received identical copies of the lease, each signed and dated by the Landlord and Tenant.

In Case of An Emergency

In the case of an emergency, every effort to contact the tenant will be made. However, if the tenant cannot be reached, the following emergency contact will be applicable:

Name: Cindy Britt
Address: 9500 East Tyson Road
Villa Rica, Ga 30180
Phone Number: 770-883-0592

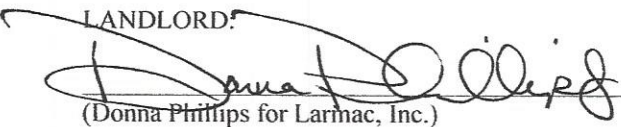
Entire Agreement

34. This Lease contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. No subsequent alteration, amendment, change or addition to this Lease, except as to changes or additions to the Rules and Regulations described in paragraph 7, shall be binding upon Landlord or Tenant unless reduced to writing and signed by Landlord and Tenant.

Tenant acknowledges that Tenant has read and understands the terms of this Lease and has received a copy of it.

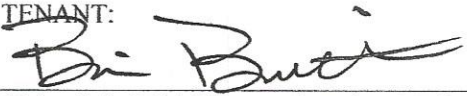
IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, in duplicate.

LANDLORD:


(Donna Phillips for Larimac, Inc.)

Date executed by Landlord: 2-16-18

TENANT:


(Brian Britt DBA Hixtown Brewing, LLC)

Date executed by Tenant(s): 2-14-18



CITY OF VILLA RICA

City Council Packet

SUBJECT: FP-02-18 – Townsend Village

CITY COUNCIL AGENDA DATE: July 10, 2018

DATE: June 28, 2018

PREPARED BY: Lenise Lyons, Planning and Zoning Specialist

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE:

ALA Townsend Village, LLC of Atlanta, GA requests final plat approval for Townsend Village located at Alton Circle, Villa Rica, GA, multiple parcels as shown on plat, in Land Lot 160 of the 6th District in Carroll County, currently zoned Residential Townhome (RT). The property consists of 18.88+/- acres and is located in Ward 1.

BACKGROUND: The applicant, ALA Townsend Village, LLC of Atlanta, GA submitted a final plat application for the Townsend Village townhomes subdivision. These parcels were rezoned from Rural Development (RD) and Single Family Residential (R-20) to Multi-Family Residential (R-14) in February 2004 (RA-1-04).

The original final plat recorded for the subdivision contained 126 lots. The modifications on the plat submitted by the applicant propose only 124 units. Homes have been constructed on approximately 57 lots. The layout and configuration of these lots are remaining the same.

STAFF RECOMMENDATION: Staff recommends Approval.

IMPACT: N/A

PLANNING COMMISSION: Approved on June 26, 2018.

MOTION: I make a motion to approve the final plat application from ALA Townsend Village for Townsend Village townhomes subdivision.



Planning & Zoning

Community Development Department

FP-02-18

Council Ward: 1

Planning Board Member: Willie Marchman

City Council Member: Shirley Marchman

Public Hearing Dates

Planning Commission: June 26, 2018

City Council: July 10, 2018

Request: Final plat approval for modifications made for the Townsend Village residential townhome subdivision.

Applicant: ALA Townsend Village, LLC.
2870 Peachtree Road, #302
Atlanta, GA 30305

Acres: 18.88+/-
Current Land Use: Residential Townhome
Future Land Use: Low Density
Residential

Parcel Number(s): Multiple Parcels

Location: Townsend Village, in Land Lot 160 of the 6th District in Carroll County.



Project Description:

The applicant is requesting final plat approval for modifications in the Townsend Village townhomes subdivision. These parcels were rezoned from Rural Development (RD) and Single Family Residential (R-20) to Multi-Family Residential (R-14) in February 2004 (RA-1-04).

The original final plat recorded for the subdivision contained 126 lots. The modifications on the plat submitted by the applicant propose only 124 units. Homes have been constructed on approximately 57 lots.

Final Plat Review Standards:

The Code of the City of Villa Rica, Unified Development Code Section 2.03.E.6, requires all final plat approval at the completion of the major subdivision process so that the subdivision plat can be recorded, and dedications can be made. When the Final Plat conforms to the approved Preliminary Plat, certification to this effect shall be endorsed on the Final Plat by the City Council. Before approving the Final Plat, the Planning Commission shall make the following findings:

1) Substantial Conformance to Preliminary Plat

The Final Plat substantially conforms to the approved Preliminary Plat and any conditions and exceptions granted pursuant thereto. Substantial deviations shall include, but are not necessarily limited to, the following:

- a) Change in the location or design of a public street;
- b) A change in the number or layout of lots or blocks;
- c) A change in access to lots;
- d) A change in areas, streets or rights-of-way to be reserved or dedicated;
- e) A change in the drainage plan which increases the runoff from the tract;
- f) A change in the public utilities and facilities to be provided; and
- g) A change in the extent of buffering between the proposed subdivision and adjacent areas and/or land uses.

Staff finds that there are no substantial deviations on the final plat.

2) Conformance to Regulations

Staff finds that the final plat conforms to all applicable requirements of these regulations, and other applicable land development regulations.

3) Submission Requirements

Staff finds that all submission requirements of these regulations have been satisfied.

Staff Comments:

The applicant is requesting plat approval for the modifications. The plat does not appear to be substantially different from the previous plat, other than a reduction in the number of lots.

Recommendation:

Staff recommendation: **APPROVAL**

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 June 11, 2018 and a sign has been posted on the subject properties.

Public Response:

There have been no responses from the public regarding this final plat at the time of this staff report.

Office of Community Development

Attachments:

1. Application
2. Final Plat
3. Location Map
4. Meeting minutes from previous zoning cases







APPLICATION FOR SUBDIVISION

☐ CONCEPT PLAN ☐ PRELIMINARY PLAN ☒ FINAL PLAT

The procedures for approval of a Concept Plan, a Preliminary Plat and a Final Plat, steps in the subdivision process, are set forth in Section 2.03.E of the Unified Development Code (UDC). Generally, the procedures involve review by the Community Development Director and the Planning Commission with a final review and decision by the City Council.

Please complete the blanks with the requested information. 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: _____

APPLICANT

Applicant Name: ALA TOWNSEND VILLAGE, LLC

Address: 2870 PEACHTREE ROAD #302 City: ATLANTA State: GA Zip: 30305

Phone: (404) 771-0577 Fax: () - Email: PLANCE@ROTUNDAFLAND.COM

Project Representatives Names: PAUL + KAREL LANGE

KLANGE@BUCKHEADHOMESTICK.COM

Address: _____ City: _____ State: _____ Zip: _____

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

Agent Name: _____

Address: _____ City: _____ State: _____ Zip: _____

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

Name of Engineer or Surveyor of Plat: GEORGIA AND WEST INC. - MICHAEL CRAWFORD

Address: 105 CORPORATE DRIVE City: CARROLLTON State: GA Zip: 30117

Phone: (770) 834-4694 Fax: (770) 834-1005 Email: MCRAWFORD@GEORGIAANDWEST.COM

Owner Name (If different from applicant): _____

Address: _____ City: _____ State: _____ Zip: _____

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

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

CONCERNS RELATED TO THE SUBDIVISION

Land Lot Numbers: 160 Districts: 6

Existing Zoning District: DT-MULTI-FAMILY RESIDENTIAL Proposed Zoning District(s): SAME

- | | | |
|---|---|--|
| Is this property on the City water system? | ☒ Yes | ☐ No |
| Is this property on a paved road? | ☒ Yes | ☐ No |
| Is this property part of a subdivision? | ☒ Yes | ☐ No |
| Is this property or any part of the property in a floodplain? | ☐ Yes | ☒ No |
| Is this property or any part of the property in a watershed area? | ☒ Yes | ☐ No |
| Does this property include any bodies of water? | ☐ Yes | ☒ No |
| Does this property have dedicated roads? | ☒ Yes | ☐ No |

If yes, provide street names and linear footages.

ALTON CIRCLE - 2240'
REDELL WAY - 400'
ERIN CT. - 301'

FP-02-18



CASE # _____

CONCEPTUAL, PRELIMINARY, AND FINAL PLATS

I, Ray L. Long of AWA Residential Villa, LLC, hereby state that all of the above statements and statements contained in the documents submitted with this application are true.

Signature of Applicant

Date

6/2/18

Required Materials to Accompany the Application:

The Community Development Director 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.

Concept Plans:

1. The applicant applying for concept plan approval shall submit a Concept Plan that shall illustrate future development of the entire area under common ownership. A Concept Plan is not required for subdivisions creating a single, non-farm parcel. The Concept Plan shall be printed on 24" x 36" paper at a scale of 1 inch = 100 feet, with all dimensions measured accurately to the nearest foot; provided, however, that a different scale may be used if approved by the Community Development Director prior to submittal, and shall contain or have attached thereto:
 - a. Name and addresses of the record owner, developer, land planner, engineer and surveyor;
 - b. Proposed name of the subdivision, date prepared and/or revised, north indicator and scale;
 - c. Location map drawn at a scale of 2,000 feet per inch showing the area within a 1-mile radius of the proposed subdivision;
 - d. A layout of the entire proposed subdivision and its relationship to adjacent property, existing development and recorded maps;
 - e. Approximate boundaries and timing of proposed phases of development;
 - f. Proposed major categories of land use showing compatibility with the Comprehensive Plan;
 - g. Proposed number of dwelling units and gross density of each type of residence and proposed floor area for each non-residential parcel;
 - h. Proposed and existing arterial, collector and local streets (both public and private) to serve the general area;
 - i. Location of sites for parks, schools and other public uses, and all areas of common ownership;
 - j. Topographic contours based on USGS or NAVD Datum at 10-foot intervals unless otherwise approved by the Community Development Director;
 - k. Significant hydrological features and structures including any 100-year floodplains, floodways and wetlands;
 - l. Significant man-made features such as railroads, buildings, utilities and drainage structures;
 - m. Identification of known exceptional topographical, cultural, historical, archaeological, hydrological or any other physical conditions of the property to be developed or within 100 feet on an adjacent parcel exist which will require the establishment of reasonable design standards in excess of the established minimum standards or require a variance from minimum standards; and
 - n. Any attendant documents needed to supplement the information provided on the map; and
2. A listing of the owners of property within 250 feet of the subject property and the mailing addresses for said owners on file with the County Assessor.

Planning & Zoning Commission
Regular Public Hearing
February 26, 2004

The Planning and Zoning Commission met in a regular public hearing on Thursday, February 26, 2004 at 7:00 P.M. In attendance were Chair-person Ellen Kirk, Commissioner Brenda Gray, Commissioner Andre Holland, Commissioner Janet Heilman, Commissioner Dennis Lingle, Paul Soudi, Planning & Zoning Manager, and Jennifer Thorn, Codes & Zoning Assistant. There were 9 members of the public in attendance.

Chair-person Ellen Kirk called the meeting to order at 7:00 P.M. Minutes from the December 29th, 2003 meeting were approved as presented. Motion made by Commissioner Holland, seconded by Commissioner Gray. Motion carried 5/0.

Soudi presented item RA-11-03, Rezoning from Multi-Family Residential (R-14) to Planned Development Residential (P-D), at the north side of Connors Road, at Nalley Road intersection to be developed for Single-Family residential. Soudi stated that the applicant asked the City to table the item due to applicant has hired a new engineering firm to redesign the project. Motion to table was made by Commissioner Heilman, Seconded by Commissioner Lingle.

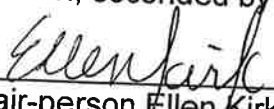
Soudi presented item RA-17-03, Annexation & rezoning from Rural Development (R-D) and Light Industrial (L-I), to Planned Development Residential (P-D) at the west side of Liberty Road, south of Interstate 20, to be developed for Single-Family Residential. Soudi stated that applicant had presented a letter, asking that the City table the item, pending redesign of the project. Applicant, Max Johnson, 2210 Shawnee Trail, Douglasville, GA 30135 spoke regarding his request to table the item. Motion to table was made by Commissioner Holland, Seconded by Commissioner Lingle.

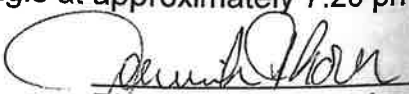
Soudi presented item RA-1-04, rezoning from Rural Development (R-D) and Single-Family Residential (R-20), to Multi-Family Residential (R-14) on both sides of New Street, north of Interstate 20, to be developed as Multi-Family Residential (Town homes). Soudi briefly described the project. He stressed that the property was already suitable and able to have the 127 units built on the existing 11.75 acres that is already zoned for Multi-Family Residential (R-14). At that acreage, the density would be 10.89 units per acre. Soudi stated that the additional property (6.66 acres) will allow the project to have more greenspace, lower the density to 6.9 units per acre, and be a better quality project, in general, pending the approval of the additional 6.66 acres. Soudi assured that the approval of this case would not increase the number of homes to be built, thus would not have any adverse effect on the City's raw sewage treatment plants. Chair-person Kirk opened the floor to the parties wishing to speak on the project. Developer Jeff Matthews, Sunwest Properties, Villa Rica, GA 30180 spoke

regarding the project. Matthews stated that they were recently able to purchase the adjoining property (6.66 acres) that will allow the project to have more greenspace, and be a better quality project, in general. He advised that the project will be a one-entry/exit project that will alleviate the neighborhood from having cut-through traffic. Chair-Person Kirk requested questions from the Commissioners. Commissioner Heilman asked about trash service for the residents. Matthews stated that the residents would have the opportunity to utilize the service that is contracted with the City and each resident may have their own container. Commissioner Heilman asked about the fire-flow barely meeting the minimum, and was the local fire marshal comfortable with this? Matthews stated that his company would work with the City and with the fire marshal prior to ever receiving a Certificate of Occupancy, if there was any question that the water pressure would be an issue. Soudi explained that Matthews would be required to install remedies to a low water pressure problem, if necessary, and that he could not meet the approval of the fire marshal or the city inspector without cooperating and installing remedies to any problems that might exist. Commissioner Heilman asked if there was a letter approving the additional units. Soudi explained that these units were being built regardless of the approval of this item, but that this item would allow more space to be utilized for the residents and their families to enjoy. Kirk then opened the floor to parties wishing to speak for the project. Jim Poss, 901 N. Lassiter Cir., Villa Rica, GA 30180 spoke in favor of the project. Kirk then opened the floor to parties wishing to speak against the project. No one spoke against the project. Commissioner Lingle noted that the drawing presented by Matthews indicated that 45 homes were planned on the additional property, not 40 as Matthews had stated. Matthews stated that the drawing was incorrect and that his plans are only for 40 units in that portion of the property. Soudi clarified, and Matthews explained, that the town homes were going to be fee simple homes that would be for sale, and that there would be covenants, and at approximately 80% sold out the community would be turned over to the Homeowner's Association. Motion was made to approve by Commissioner Lingle, seconded by Commissioner Holland. Motion carried 4/1, Kirk abstained.

Soudi presented an amendment to the City's Soil Erosion and Sedimentation Control Ordinance, stating that the state had changed their Ordinance, and that it would allow better soil erosion control for the City's construction activities. Motion to recommend this item to the Council for approval was made by Commissioner Gray, seconded by Commissioner Lingle. Motion carried 5/0.

Upon no further discussion, a motion to adjourn was made by Commissioner Heilman, seconded by Commissioner Lingle at approximately 7:20 pm.


Chair-person Ellen Kirk

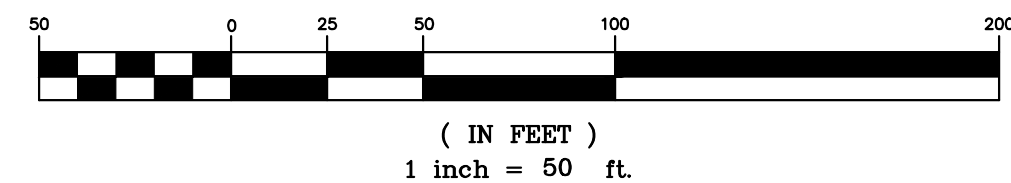

Planning & Zoning Assistant,
Jennifer Thorn

N/F
SHARON P BAKER
D.B. 5355, PG. 496
(ZONING: DT-SINGLE
FAMILY RESIDENTIAL)

THE F.I.R.M. PANEL 13045C0156D _____ DATE 09/19/2007
INDICATES THIS PROPERTY OR A PORTION IS NOT LOCATED IN A
FLOOD HAZARD AREA. THE MAP INDICATES THAT A STUDY WAS
MADE OF THESE AREAS. THE FLOOD HAZARD LINES, IF SHOWN,
ARE OUR INTERPRETATION OF THE FLOOD HAZARD AREA TAKING
INTO CONSIDERATION EXISTING TOPOGRAPHIC DATA, DRAINAGE
AREAS AND FIRM PANELS. THERE MAY BE OTHER INTERPRETATIONS
THAT DIFFER FROM THOSE SHOWN.

N/F
BRENDA RODWELL
D.B. 5457, PG. 359
(ZONING: DT-SINGLE
FAMILY RESIDENTIAL)

GRAPHIC SCALE



CITY ENGINEER'S CERTIFICATION
I HEREBY CERTIFY THAT THIS PLAT IS OFFICIALLY
APPROVED FOR RECORDING IN THE OFFICE OF THE
CLERK OF THE SUPERIOR COURT, CARROLL COUNTY,
GEORGIA.

BY: _____

DATE: _____

PLANNING COMMISSION OF
VILLA RICA CERTIFICATION:
THIS SUBDIVISION HAS BEEN APPROVED FOR
RECORDING BY THE PLANNING COMMISSION OF
VILLA RICA, GEORGIA, AND HAS BEEN TECHNICALLY
EXAMINED BY THE CHAIRMAN OF THE PLANNING
COMMISSION AND THE CITY MAN- AGER AND
APPROVED IN ACCORDANCE WITH EXISTING RULES
AND REGULATIONS.

CITY CLERK OF VILLA RICA _____ Date _____

CHAIRMAN PLANNING COMMISSION _____ Date _____

Owner's Certificate

The owner of the plat shown of this plat and whose name is subscribed hereto, in person or through a duly authorized agent, certifies that this plat was made from an actual survey, that all state, city and county taxes or other assessments now due on this land have been paid, that all streets, water systems drains and drainage easements, and public places are dedicated to the use of the public in perpetuity.

Owner _____ Date _____

CITY OF VILLA RICA CERTIFICATION

APPROVAL OF THIS PLAT AND ACCEPTANCE OF THE PROJECT REPRESENTED HEREIN SHALL BE DEEMED TO BE AN ACCEPTANCE BY THE CITY OF VILLAGE OF GEORGIA (THE "CITY") OF ALL DEDICATED WATER MAINS, SANITARY SEWER MAINS, AND LIFT STATIONS THAT SERVE MORE THAN ONE PROPERTY OWNER, AS WELL AS ALL STORMWATER COLLECTION AND CONVEYANCE STRUCTURES LOCATED IN THE PROJECTED RIGHT-OF-WAY, INCLUDING, BUT NOT LIMITED TO, CATCH BASINS, AND CHANNELS. APPROVAL OF THIS PLAT AND ACCEPTANCE OF THE PROJECT REPRESENTED HEREIN SHALL NOT BE DEEMED AN ACCEPTANCE, EITHER EXPRESSLY OR IMPLIED, OF ANY STORMWATER FACILITIES, STRUCTURES, OR FEATURES LOCATED OUTSIDE THE PUBLIC RIGHT-OF-WAY ON PRIVATE PROPERTY. ALL STORMWATER FACILITIES, STRUCTURES, AND FEATURES LOCATED ON PRIVATE PROPERTY SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER(S), IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY'S RULES AND REGULATIONS. THERE SHALL BE NO RIGHT-OF-WAY OR EASEMENT FOR ANY OR ALL PARTS OF THE RIGHT-OF-WAY, FOR ANY DRAINAGE LEADING FROM DROPPED INLETS, CATCH BASINS, OR SURFACE DRAINAGE; FOR FLOODING OR EROSION FROM STORM DRAINAGE; OR FOR ANY OTHER DRAINAGE OR FLOODING OF ANY KIND. THIS STATEMENT IS INCLUDED ON THIS FINAL PLAT AS A CONDITION OF ACCEPTANCE AND SHALL BE IN THE NATURE OF A COVENANT RUNNING WITH THE LAND, SERVING AS NOTICE TO ALL FUTURE OWNERS OF THE EXISTENCE OF THE DRAINAGE AND STORMWATER COLLECTION AND CONVEYANCE STRUCTURES AND THE PRIVATE DUTY TO MAINTAIN THEM IN PERPETUITY. AS A CONDITION OF APPROVAL OF THIS PLAT AND ACCEPTANCE OF THIS PROJECT BY THE CITY, THE PROPERTY OWNER HEREBY COVENANTS THAT ANY FUTURE DEED CONVEYING ALL OR ANY PORTION OF THE PROPERTY OR LOTS SHOWN HEREIN SHALL SPECIFICALLY REFER TO THIS PLAT AND INCORPORATE THIS PLAT BY REFERENCE.

3. SETBACKS: FRONT, 20'; REAR, 15'; SIDE: 0
 4. COMMON OPEN SPACE: 3.68 ACRES
 5. ZONING INFORMATION SHOWN PER THE FINAL PLAT RECORDED IN PLAT BOOK 84, PAGE 270.
 6. UTILITY EASEMENTS SHOWN TAKEN FROM AS-BUILT SURVEY RECORDED IN PLAT BOOK 84, PAGE 270.
 7. SANITARY AND STORM SEWER AS-BUILT INFORMATION SHOWN TAKEN FROM FIELD LOCATIONS AND RECORDED AS-BUILT (PLAT BOOK 84, PAGE 270).
 8. DRAINAGE EASEMENTS OFF THE RIGHT OF WAY SHALL BE MAINTAINED BY THE PROPERTY OWNER.
 9. FOR LOTS UPSTREAM OF CULVERT ROAD CROSSINGS, FINISH FLOOR SHALL BE ELEVATION 100.00 NO LESS THAN 2 FEET ABOVE THE LOW POINT IN THE ROAD.
 10. SIDEWALKS REQUIRED ON AT LEAST ONE SIDE OF STREET.
 11. PROTECTIVE COVENANTS RECORDED IN BOOK 3335, PAGE 93 AND BOOK 3494, PAGE 89.
 *12. PROTECTIVE COVENANTS NOT DERIVABLE FROM EXISTING DEEDS OR OTHER INTERPRETATIONS MAY EXIST.
 13. UTILITIES AND UTILITY EASEMENTS SHOWN ARE APPROXIMATE. FIELD VERIFICATION IS REQUIRED AT THE TIME OF CONSTRUCTION.

CITY MANAGER, CITY OF VILLA RICA

SURVEYORS CERTIFICATION

SURVEYORS CERTIFICATION

It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property by me or under my supervision, that all monuments shown hereon actually exist or are marked future and their location, size, type and material are correct shown, and that all requirements of the development and zoning regulations have been fully complied with.

GA. REG. L.S. #3125 MICHAEL D. C.



GEORGIA

GEORGIA INVESTING

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all

ENGINEERING - LAND SURVEYING - LAND PLANNING

ENGINEERING • LAND SURVEYING • LAND PLANNING

105 CORPORATE DRIVE OFFICE (770) 834-4694
CARRINGTON, GA 30117 FAX (770) 834-1885

CARROLLTON, GA. 30117 FAX (770) 834-1005
E-MAIL : mailbox@georgiaandwest.com

SITE NOTES:

1. EXISTING ZONING: RT-RESIDENTIAL TOWNHOME.
2. SITE AREA 18.88 ACRES.
3. SETBACKS: FRONT: 20', REAR: 15', SIDE: 0'
4. COMMON OPEN SPACE 3.8 ACRES.
5. ZONING INFORMATION SHOWN PER THE FINAL PLAT RECORDED IN PLAT BOOK 86, PAGE 147.
6. UTILITY EASEMENTS SHOWN TAKEN FROM AS-BUILT SURVEY RECORDED IN PLAT BOOK 84, PAGE 270.
7. SANITARY AND STORM SEWER AS-BUILT INFORMATION SHOWN TAKEN FROM FIELD LOCATIONS AND RECORDED AS-BUILT (PLAT BOOK 84, PAGE 270).
8. DRAINAGE EASEMENTS OFF THE RIGHT OF WAY SHALL BE MAINTAINED BY THE PROPERTY OWNER.
9. FOR LOTY DRAINAGE CROSSINGS, FINISH FLOOR ELEVATIONS SHALL BE NO LESS THAN 2 FEET ABOVE THE LOW POINT IN THE ROAD.
10. SIDEWALKS REQUIRED ON AT LEAST ONE SIDE OF STREET.
11. PROTECTED DRIVEWAYS RECORDED IN BOOK 3335, PAGE 93 AND BOOK 3494, PAGE 89.
12. PROPERTY LINE NOT RECREATABLE FROM EXISTING DEEDS; OTHER INTERPRETATIONS MAY EXIST.
13. UTILITY LOCATIONS SHOWN ARE APPROXIMATE. FIELD VERIFICATION IS REQUIRED AT THE TIME OF CONSTRUCTION.

EXISTING APPROVED DENSITY CALCULATIONS:

18.88 ACRES TOTAL, INCLUDING RIGHT OF WAYS
TOTAL UNITS = 116 + 10 UNITS IN FUTURE DEVELOPMENT = 126 UNITS
126 UNITS PROPOSED = 6.7 UNITS PER ACRE
3.8 ACRES OPEN SPACE REQUIRED (20% OF 18.88 ACRES)
3.9 ACRES SHOWN FOR OPEN SPACE
(NOTE: ORIGINAL DEVELOPMENT ACREAGE AND DENSITY CALCULATIONS
TAKEN FROM FINAL PLAT RECORDED IN PLAT BOOK 86, PAGE 147)

REVISÉD DENSITY CALCULATIONS:

18.88 ACRES TOTAL, INCLUDING RIGHT OF WAYS
TOTAL UNITS = 114 + 10 UNITS IN FUTURE DEVELOPMENT = 124 UNITS
124 UNITS PROPOSED = 6.57 UNITS PER ACRE

REVISÉ FINAL PLAT FOR:

TOWNSEND VILLAGE

TOWNSEND VILLAGE

LOCATED IN LAND LOT 160 DISTRICT
CARROLL COUNTY, GEORGIA

SCALE: 1" = 50' DATE: 05-2
CHECKED BY: REVISED: 06

REVISION: 08-
JN180209

4-18-062

LOT NO.	AREA (SQ.FT.)	LOT NO.	AREA (SQ.FT.)
102	5,957	224	3,286
103	4,281	225	3,096
112	4,280	302	5,097
114	4,281	304	5,097
117	5,956	306	3,121
118	4,300	308	3,175
118	3,971	310	4,949
119	3,021	320	4,281
120	3,021	322	3,086
121	5,554	324	5,290
122	4,621	400	9,433
122	4,621	402	9,433
129	6,610	404	2,938
131	3,803	406	2,932
163	5,922	408	2,946
164	11,751	409	6,200
168	4,142	410	3,054
170	7,155	411	3,289
181	2,785	412	3,166
189	10,000	414	3,162
191	3,239	416	3,827
210	8,720	418	6,475
212	4,713		
214	7,794		
218	4,488		
222	2,634		
222	2,634		

6. THE ACCEPTANCE OF THE PLAT HEREON AND MONUMENTS USED AND SET DURING THE PERFORMANCE OF THE FIELD SURVEY HEREBY LIMIT THE TORT OR CONTRACT HERETO TO AN AMOUNT NOT TO EXCEED THE FEE CHARGED. IF ADDITIONAL LIABILITY IS REQUIRED BY THE CLIENT, THEN AN AMOUNT OF 1% OF THE TOTAL LIABILITY REQUEST MUST BE PAID TO THE UNDERSTOOD PRIOR TO COMMENCEMENT OF WORK.

7. NO WARRANTY OR GUARANTEE AS TO COUNTY OR CITY ORDINANCE ISSUES, TO INCLUDE SET BACKS, HAS BEEN IMPLIED. ONLY THOSE ITEMS SHOWN HAVE BEEN ADDRESSED.

ABSTRACT RESEARCH
 EDITED BY THE
 NATIONAL ACADEMIES PRESS
 1015 L STREET, N.W.
 WASHINGTON, D.C. 20005
 (202) 334-2100
 FAX (202) 334-2148
 WWW.NATIONALACADEMIESPRESS.ORG

GENERAL NOTES

4. NO WARRANTY OR GUARANTEE AS TO ENVIRONMENTAL ISSUES HAS BEEN MADE. ONLY THOSE ITEMS SHOWN HEREIN HAVE BEEN ADRESSED.
5. ONLY ACTS OF POSSESSION OR RESUAL ACTS OF POSSESSION OR RESUAL INSPECTION OF THE PROPERTY ARE WARRANTED HEREON. NO WARRANTY OR GUARANTEE OF POSSESSION OR EXISTENCE OF ACTS OF POSSESSION OR EXISTENCE OF ACTS OF POSSESSION BY ADJOINERS TO THE LANDS SHOWN AND DESCRIBED HEREON.

CLOSURE

FIELD DATA UPON THIS MAP OR PLAT IS UNDERGROSS PRECISION OF ONE
10" IN 10,000 FEET, AND AN ANGULAR ERROR
OF 10" PER ANGLE POINT, AND WAS ADJUSTED
BY THE CRANDALL RULE.

SECTION 223 WAS USED TO OBTAIN THE
BEARING AND ANGULAR MEASUREMENTS
IN THE PREPARATION OF THIS PLAT.

THIS MAP OR PLAT HAS BEEN
EXAMINED TO BE ACCURATE WITHIN
ONE FOOT IN 300,000 FEET.

1. NO TITLE
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5-21-2018

5-15-2018

SHEET 1 OF 1



CITY OF VILLA RICA

City Council Packet

SUBJECT: RA-03-18/FLUM-01-18 – 414 Old Stone Road

CITY COUNCIL AGENDA DATE: July 10, 2018

DATE: June 28, 2018

PREPARED BY: Lenise Lyons, Planning and Zoning Specialist

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE:

Steve and Theresa Pulver of Villa Rica, GA request a rezoning for property located at 414 Old Stone Road, Villa Rica, GA, Parcel No: V05-009-0004, in Land Lot 192 of the 6th District in Carroll County, currently zoned R-20 (Single Family Residential) to Office-Institutional (OI). Additionally, the applicants request a future land use amendment for the same property from Low Density Residential (LDR) to Public/Institutional (PI). The property consists of 0.6+/- acres and is located in Ward 3.

BACKGROUND: The applicants, Steve and Theresa Pulver, submitted application to rezone property located at 414 Old Stone Road, Villa Rica, Georgia from Single Family Residential to Office-Institutional on May 11, 2018. The proposed use is for a medical office. Additionally, the applicants submitted application for a future land use amendment from Low Density Residential (LDR) to Public/Institutional (P/I).

STAFF RECOMMENDATION: Staff recommends Approval with Conditions.

1. Permitted uses limited to business, medical, dental, and professional offices.
2. All improvements to be installed on property prior to occupancy.
3. Ingress and egress shall be permitted only from Old Stone Road.

IMPACT: N/A

PLANNING COMMISSION: Approved with conditions June 26, 2018.

MOTION: I make a motion to approve the applications from Steve and Theresa Pulver for 414 Old Stone Road to rezone property from Single-Family Residential to Office-Institutional with conditions, and to amend the future land use plan from Low Density Residential to Public/Institutional.



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: June 26, 2018

City Council: July 10, 2018

Request: Rezone to from Residential (R-20) to Office-Institutional (OI) for a medical office.



Applicant: Steve and Theresa Pulver
2578 Chipping Court
Villa Rica, GA 30180
(770)891-6646

Acres: 0.6+/-
Current Land Use: Residential (Vacant)
Future Land Use: Low Density
Residential

Parcel Number(s): V05 009004

Location: 414 Old Stone Road, in Land Lot 192 of the 6th District in Carroll County.

Project Description:

The applicant is requesting to rezone property located at 414 Old Stone Road from Residential (R-20) to Office-Institutional (OI) for a medical office. The applicant intends to convert the existing single-family residence into a medical office building.

Surrounding Properties:

Current Zoning		Land Use
North	General Commercial (GC)	Parking Lot
East	Single Family Residential (R-20)	Single Family Residential
South	Single Family Residential (R-20)	Place of Worship
West	Multi-family Residential (R-14)	Duplexes

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 subject 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, and the Medical Support Overlay District (MSD). The Medical Support Overlay District was added to the Unified Development Code in 2011 to provide an area in the immediate vicinity of the Tanner Medical Center for future hospital expansion, hospital-related support services and medical uses.

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, especially with its proximity to the Medical Support Overlay District. The applicant proposes to use the existing structure for a medical office. Maintaining the existing structure preserves the residential character found along Old Stone Road. A medical office would also complement similar uses in the vicinity at an appropriate scale.

The future land use designated for this parcel is "Low Density Residential", which is not compatible with the proposed medical office use. If the parcel is rezoned, Staff recommends that the future land use designation also be changed to "Public/Institutional" to be consistent with parcels in the Medical Support Overlay District and other existing medical uses.

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 and Walnut Drive.

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 1,108-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 including 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. Although the property has three frontages (Dallas Highway, Northside Drive, and Old Stone Road), the most appropriate ingress and egress point is along Old Stone Road. 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.

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. 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 Low Density Residential which is not compatible with the OI zoning. The applicant has submitted a request for a Future Land Use Map amendment to be considered with the rezoning application. Should the parcel be rezoned, the Future Land Use Map should also be amended to Public/Institutional (P/I). 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. All improvements to be installed on property prior to occupancy.
3. Ingress and egress shall be permitted only from Old Stone Road.

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 June 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
8. Site Photos

View from Old Stone Road



View facing Tanner Medical Center from Old Stone Road



View from Northside Drive



View from Dallas Highway





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: MAY 11 2018

APPLICANT

Applicant Name: STEVE & THERESA PULVER

Address: 2578 CHIPPING COURT City: VILLA RICA State: GA Zip: 30180

Phone: 770 891-6646 Fax: () _____ Email: USPI3@ATT.NET

Agent Name: N/A

Address: _____ City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Email: _____

Owner Name (If different from applicant): _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Email: _____

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

REZONING REQUEST

Existing Zoning: R-20 SINGLE-FAMILY Requested Zoning: MEDICAL OFFICE BLDG.

Property Address: 414 OLD STONE RD. Nearest Intersection: OLD STONE RD & 61

Present Use of Property: VACANT SINCE 2004

Proposed Use: MEDICAL OFFICE BUILDING

Size of Tract: 0.603 Land Lot Numbers: 192 Districts: 6TH CARROLL CO.

Gross Density: _____ units per acre Net Density: _____ units per acre

Property Tax Parcel Number: V05 0090004

(For Office Use Only)

Total Amount Paid \$ <u>\$600.00</u>	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: _____	
Planning Manager's Signature: _____		Date: _____	

PA-03-18

RECEIVED
5/11/2018

WILL NEED FUTURE LAND USE AMENDMENT IF APPROVED



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 Director and the Planning Commission with a final review and decision by the City Council.

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

Steve Pulver
Signature of Applicant

_____ Date

Required Materials to Accompany the Application for Zoning Map Amendment:

The Community Development Director 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 requested zoning district is Single-Family);
- ☒ 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 that 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. A listing of the adjoining property owners and the mailing addresses for said owners on file with the County Assessor; and
- ☐ 5. Additional exhibits, as may be required by the Community Development Director.

Required Materials to Accompany the Application for UDC Text Amendment:

The Community Development Director 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.

FLUM-01-18



APPLICATION FOR AMENDMENTS TO THE COMPREHENSIVE PLAN:

(Check One)

PLAN TEXT ☐

FUTURE LAND USE MAP ☐

The procedure for amending the Comprehensive Plan is set forth in Section 2.03.A of the Unified Development Code (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.

Please complete the blanks with the requested information. 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: JUNE 13, 2018

APPLICANT

Applicant Name: STEVE PULVER
Address: 2578 CHIPPING COURT City: VILLA RICA State: GA Zip: 30180
Phone: 770 891-6646 Fax: ()
Agent Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: () _____ Fax: () _____
Owner Name (If different from applicant): _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: () _____ Fax: () _____

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

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

Steve Pulver
Signature of Applicant

6.13.18
Date



CASE # _____
COMPREHENSIVE PLAN AMENDMENT

Required Materials to Accompany the Application for Map Amendment:

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



CASE # _____
UDC TEXT/ZONING MAP

Disclosure of Campaign Contributions

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

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

Yes ☒ No ☐

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

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Board Member
JEFF REESE	\$500.	CASH

We certify that the foregoing information is true and correct, this 20th day of JUNE, 20 18.

STEVE PULVER
Applicant's Name – Printed

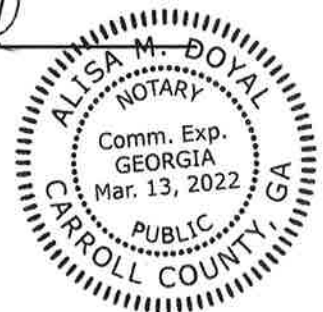
[Signature]
Signature of Applicant

Applicant's Attorney, if applicable – Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 20th day of June, 20 18.

[Signature]
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.

STEVE PULVER
CONSTRUCTION MANAGER

2578 Chipping Court
Villa Rica, GA. 30180

SCOPE WRITING & ESTIMATING

Certified Housing Inspector
E-mail sjp13@att.net

770-891-6646
770-833-7172

May 11, 2018

Villa Rica Planning & Zoning

Reference: Medical Office located at 414 Old Stone Road

The purpose of this letter is to properly zone our property located at 414 Old Stone Road from a single family home to a medical office building.

In 2011, I was informed by the Community Development Director that the properties along Old Stone Road across for the Tanner Medical Center would be a part of the City's Comprehensive Plan.

The area in question is needs improvement and this project will be a good first step.

Due to the large investment being made by Tanner Medical, the changes in property values and new planning concepts can only improve the complete neighborhood.

Our scheduled plans are ongoing and look to be complete by the fall of 2018.

This property is presently being served by Atlanta Gas, Georgia Power and the City of Villa Rica. All utilities are in place and connected to the structure.

Old Stone Road has recently been resurfaced and designed for future traffic.

The building that is presently located on site contains 1,600 sf including the carport. I plan to enclose the carport and add a rear deck for a second exit and a front porch with a ramp. Parking will be part of the site plan along with landscaping and grass. The building will be completely renovated both interior & exterior.

Thank you,
Steve Pulver



RA-03-18

Return to:
DAVIS & ASSOCIATES ATTORNEYS AT LAW, LLC
3475 DALLAS HIGHWAY, SUITE 112
MARIETTA, GEORGIA 30064
File # 17-426C

STATE OF GEORGIA
COUNTY OF COBB

LIMITED WARRANTY DEED

THIS INDENTURE, made the 14th day of April, 2017, between

NANCY PAULETTE BOYD, ANNETTE LYONS, STEPHEN KYLE FRASER, SAMUEL KEITH FRASER, each INDIVIDUALLY and as HEIRS of THE ESTATE OF HENRY C FRASER, DECEASED

as party or parties of the first part, hereinafter called Grantor, hereinafter referred to as Grantor, and

STEPHAN J. PULVER and THERESA K. PULVER ,
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 (\$10.00) and other valuable consideration 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 grant, bargain, sell, alien, convey and confirm unto said Grantee the following described property:

All that tract or parcel of land lying and being in Original Land Lot 192 in the 6th District, 5th Section, Carroll County, Georgia in the City of Villa Rica and specifically located as follows:

Lying and being on the North side of Northside Drive and State Highway No. 61 (Villa Rica Dallas Road) and extending northeasterly along the property line of Mrs. Elsie H. Spake 150 feet to the present property of Stanley F. Walker; thence extending southeasterly along Stanley F. Walker's line 75 feet; thence extending southwesterly 155 feet to Northside Drive; thence extending Northwesterly along Northside Drive 75 feet to starting point. Property herein conveyed is the southeastern half of each of the Lots numbered 100, 101, 102 as shown on the plat of the Provisional Subdivision of the Roberts Property, such plat being prepared April 15, 1952 by Gordon Nalley, Civil Eng., Atlanta, GA

ALSO

Lying and being in Original Land lot 192 of the 6th District, 5th Section of Carroll County, Georgia, and specifically located as follows: LYING on the East side of State Highway 61, beginning at the Southwest point of intersection of State Highway 61 and Pine Street and extending Southwesterly along State Highway 61 Sixty feet; thence extending Southeastwardly 150 feet; thence Southeasterly 45 feet; thence north 160 feet to Pine Street; thence West along Pine Street 125 feet to the starting point. Being lots 103 and 104 of the Provisional Subdivision of the Roberts Property as shown on a plat prepared by Gordon Nalley.

ACCORDING TO PROBATE FILINGS, THE BELOW SIGNED INDIVIDUALS ARE THE ONLY HEIRS OF HENRY C FRASER

TO HAVE AND TO HOLD 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 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 claiming by and through Grantor.

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

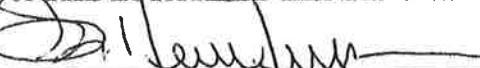
Signed, sealed and delivered
in the presence of:

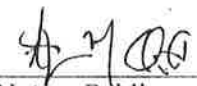
GRANTOR

 (Seal)
NANCY FAULETTE BOYD, INDIVIDUALLY and as
HEIRS of THE ESTATE OF HENRY C FRASER

 (Seal)
ANNETTE LYONS, INDIVIDUALLY and as HEIRS of THE
ESTATE OF HENRY C FRASER

 (Seal)
STEPHEN KYLE FRASER, INDIVIDUALLY and as HEIRS
of THE ESTATE OF HENRY C FRASER

 (Seal)
SAMUEL KEITH FRASER, INDIVIDUALLY and as HEIRS
of THE ESTATE OF HENRY C FRASER


Notary Public

My Commission expires

(NOTARY SEAL)



HEATHER M. CLIFT
Notary Public, Cobb County, Georgia
My Commission Expires Aug 23, 2019



qPublic.net™

Carroll County, GA



Overview



Legend

- ☐ Parcels
- ☐ Roads
- ☐ City Labels

RA-03-18

Parcel ID	V05 0090004	Owner	PULVER STEPHAN J & THERESAK (JTRS)	Last 2 Sales			
Class Code	Residential		C/O STEPHEN J PULRER	Date	Price	Reason	Qual
Taxing District	VILLARICA		2578 CHIPPING CT	4/14/2017	0	LA	U
	VILLARICA		VILLA RICA GA 30180	4/14/2017	\$68000	FM	Q
Acres	0.6	Physical Address	414 OLD STONERD				
		Assessed Value	Value \$77922				

(Note: Not to be used on legal documents)

Date created: 5/4/2018
Last Data Uploaded: 5/4/2018 12:59:39 AM



Developed by
The Schneider Corporation



qPublic.net™

Carroll County, GA

Summary

Parcel Number V05 0090004
Location Address 414 OLD STONE RD
Legal Description HSE/ACC/60AC OLD STONE RD VR11
 (Note: Not to be used on legal documents)
Class R3-Residential
 (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District VILLA RICA (District 03)
Millage Rate 32.705
Acres 0.6
Homestead Exemption No (S0)
Landlot/District 192 / 06
Water Public
Sewer Public Sewer
Electric Electricity
Gas Pipe Gas
Topography Level
Drainage Good
Road Class City
Parcel Road Access Paved


[View Map](#)

Owner

PULVER STEPHAN J & THERESAK (JTRS)
 C/O STEPHEN J PULVER
 2578 CHIPPING CT
 VILLA RICA, GA 30180

Tax Commissioner Link

[Click here for tax information.](#)

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
RES	Res-Villa Rica - City Lot 3	Acres	11,900	85	140	0.6	1

Residential Improvement Information

Style One Story
Heated Square Feet 1108
Interior Walls Sheetrock
Exterior Walls Masonry (Brick)
Attic Square Feet 0
Basement Square Feet 0
Year Built 1956
Roof Type Asphalt Shingles
Flooring Type Carpet/Hardwood
Heating Type Central Heat/AC
Number Of Rooms 5
Number Of Bedrooms 2
Number Of Full Bathrooms 1
Number Of Half Bathrooms 0
Number Of Plumbing Extras 0
Value \$48,422
Condition Average

Commercial Improvement Information

An error has occurred while trying to display this part of the page.
 We apologize for any inconvenience.

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Site Impr Average	2015	0x0 / 1	1	\$2,500
No Value - Accessory Imp	1985	10x14 / 140	1	\$0

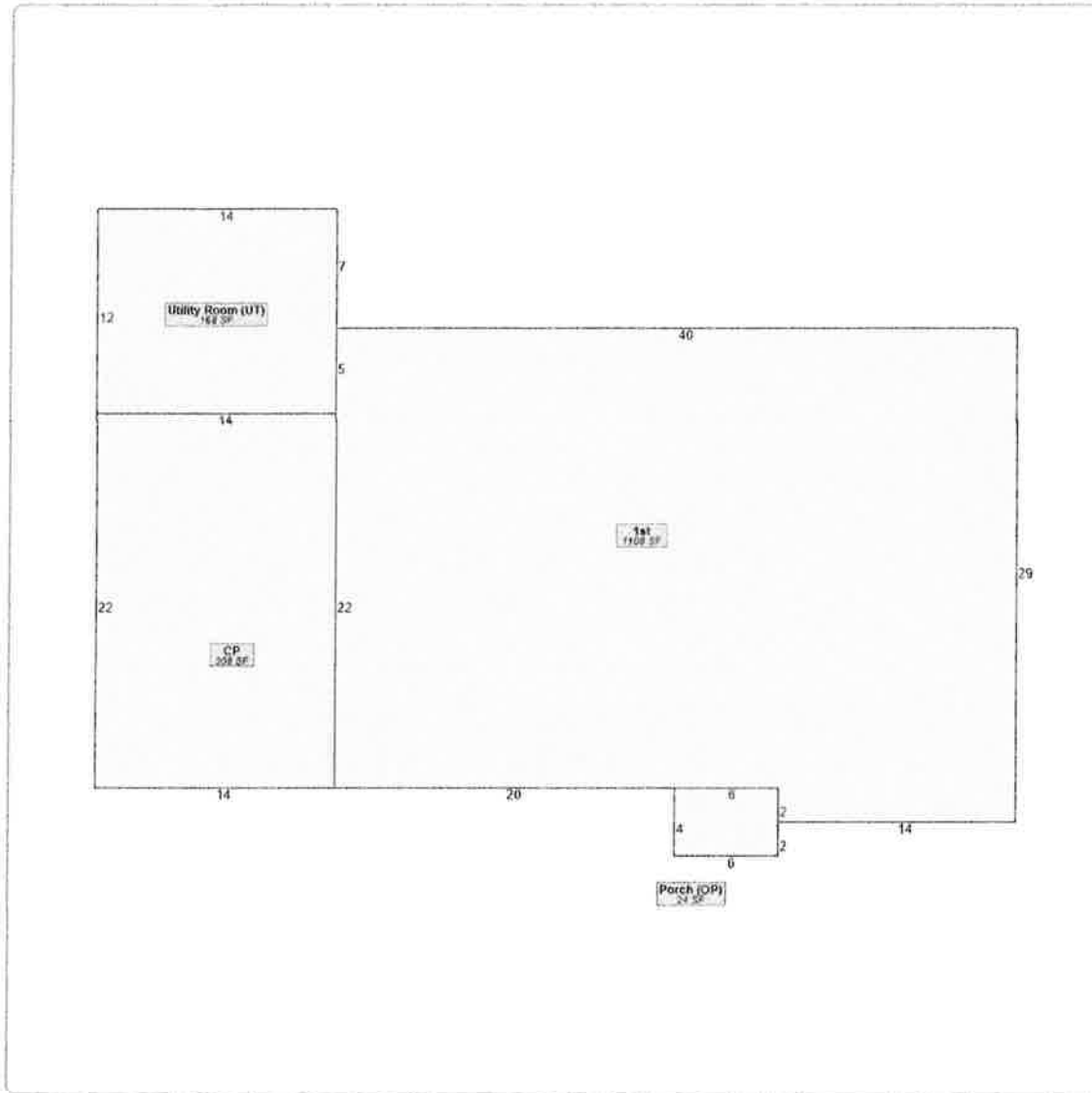
Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
4/14/2017	5541 190		\$68,000	Fair Market Sale	BOYD NANCY P LYONS ANNETTE ETAL	PULVER STEPHAN J & THERESAK (JTRS)
4/14/2017	5541 188		\$0	Gift/Love & Affection	BOYD NANCY PAULETTE, LYONS ANNETTE &	PULVER STEPHAN J & THERESAK (JTRS)
5/3/2013	5251 326		\$0	Gift/Love & Affection	FRASER LILLIAN B ESTATE	BOYD NANCY PAULETTE, LYONS ANNETTE &
10/26/2011		97 113	\$0	Plat Book	FRASER HENRY & LILIA	FRASER LILLIAN B
7/24/1983	454 757		\$0	Not Fair Market		FRASER HENRY & LILIA

Valuation

	2017	2016	2015
Previous Value	\$77,922	\$64,859	\$64,859
Land Value	\$27,000	\$27,000	\$25,000
+ Improvement Value	\$48,422	\$48,422	\$39,859
+ Accessory Value	\$2,500	\$2,500	\$0
= Current Value	\$77,922	\$77,922	\$64,859

Photos**Sketches**



No data available for the following modules: Rural Land, Conservation Use Rural Land, Mobile Homes, Prebill Mobile Homes, Permits.

The Carroll County Tax Assessors makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem purposes.

Last Data Upload: 5/4/2018, 12:59:39 AM



Developed by
The Schneider
Corporation



Carroll County Georgia Board of Tax Assessors

Office of the Tax Assessor
Carroll County Georgia
P O Box 338
Carrollton, GA 30112
Phone: (770) 830-5812
Fax: (770) 830-5810

Photograph 1 for Parcel: V05 00900004



[Close Window](#)

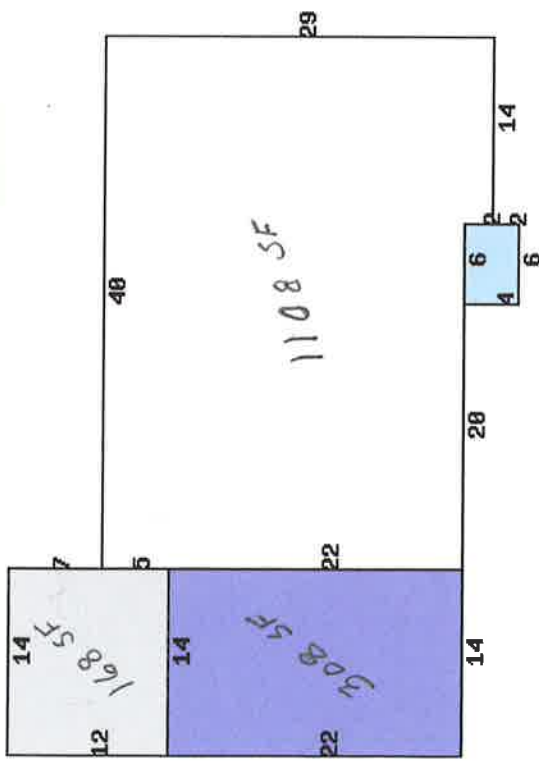
© 2004 by the Carroll County Assessor's Office | Website design by qpublic.net

Carroll County Tax Assessor's Office

Enlarge

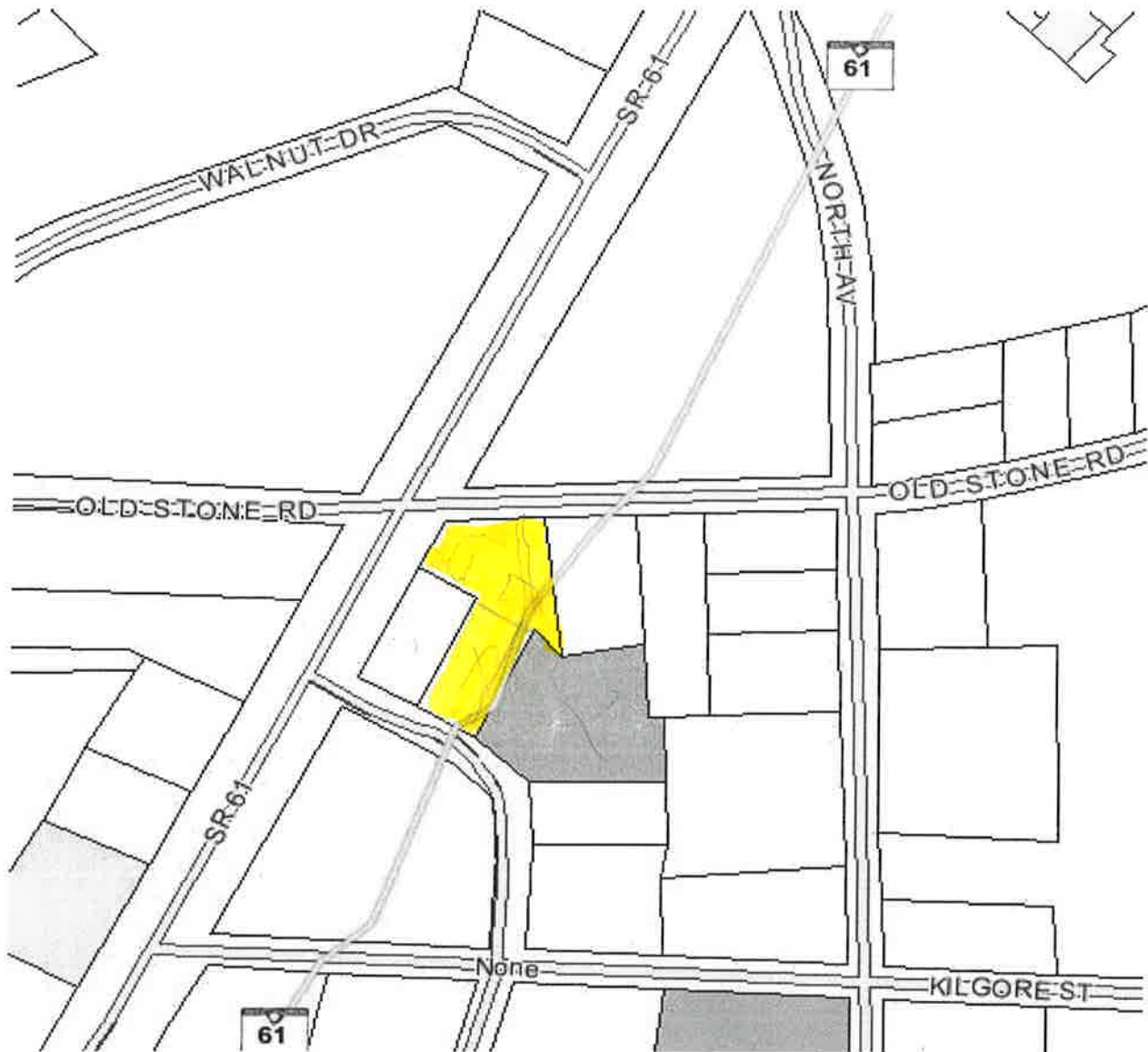
Close Window

Color	Area Type Description	Square Feet
	OPEN PORCH	24
	1st	1108
	UTILITY ROOM	168
	GLASSED PATIO	308



2313

678-40-5302



Carroll County Assessor

Parcel: V05 0090004 Acres: 0.61

Name:	FRASER LILLIAN B	Land Value:	\$25,000.00
Site:	414 OLD STONE RD	Building Value:	\$39,859.00
Sale:	\$50 on 07-1983 Vacant=NM Qual=U	Misc Value:	\$0.00
Mail:	C/O N P BOYD 1951 MCEACHERN MANOR MARIETTA, GA 30064	Just Value:	\$64,859.00
		Assessed Value:	\$0.00
		Exempt Value:	\$0.00
		Taxable Value:	\$64,859.00



The Carroll County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER CARROLL COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—

Date printed: 05/27/11 : 13:56:53



Carroll County Georgia Board of Tax Assessors

Office of the Tax Assessor
Carroll County Georgia
P O Box 338
Carrollton, GA 30112
Phone: (770) 830-5812
Fax: (770) 830-5810

[Recent Sales in Area](#) [Previous Parcel](#) [Next Parcel](#) [Field Definitions](#) [Return to Main Search Page](#) [Carroll Home](#)

Owner and Parcel Information

Owner Name	FRASER LILLIAN B	Today's Date	May 27, 2011
Mailing Address	C/O N P BOYD <i>NANCY P BOYD</i>	Parcel Number	V05 0090004
	1951 MCEACHERN MANOR MARIETTA, GA 30064 <i>770-428-4720</i>	Tax District	VILLA RICA (District 03)
Location Address	414 OLD STONE RD	2010 Millage Rate	33.63
Legal Description	HSE/ACC/OLD STONE RD	Acres	0.61
Class Code(NOTE: Not Zoning Info)	R3-Residential	Neighborhood	
		Homestead Exemption	No (S0)
Landlot/District	192/06	Parcel Map	Show Parcel Map
Water	Public	Sewer	Public Sewer
Electric		Gas	Pipe Gas
Topography	Level	Drainage	Good
Road Class	City	Parcel Road Access	Paved
Map/Tile	CD036604	Special	

2010 Tax Year Value Information

Land Value	Improvement Value	Accessory Value	Total Value	Previous Value
\$ 25,000	\$ 39,859	\$ 0	\$ 64,859	\$ 64,859

Land Information

Type	Description	Calculation Method	Number of Lots	Photo
RES	VILLA RICA CITY LOT 3 (9266)	Lot	1	NA

Improvement Information

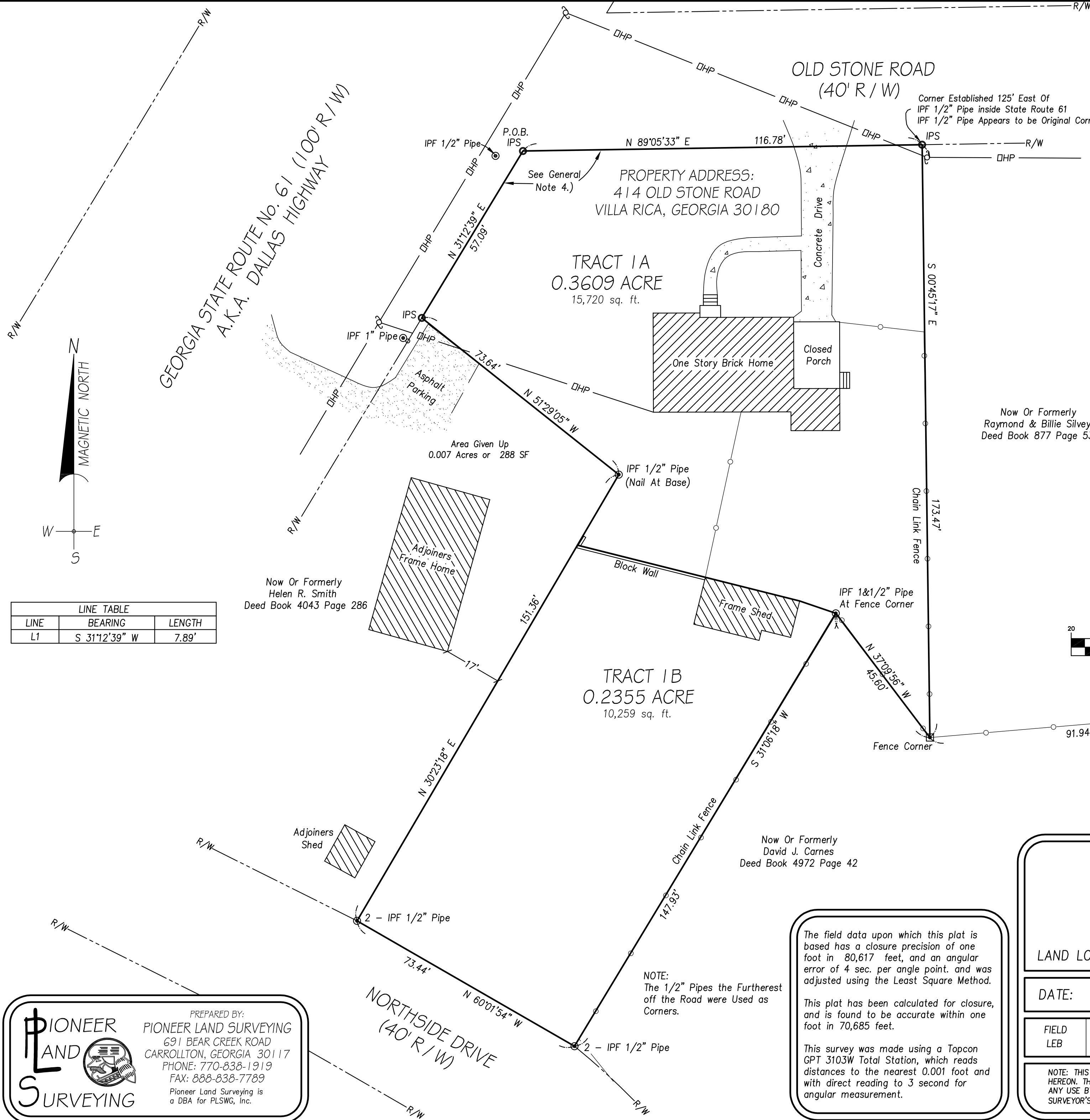
Style	Heated Sq Ft	Interior Walls	Exterior Walls	Attic Area Sq Ft	Basement Area Sq Ft	Year Built	Photo
One Story	1,108	Sheetrock	Masonry (brick)	No Attic	None	1956	Building Images
Roof Type	Flooring Type	Heating Type	Rooms Bedrooms/Bathrooms	Value	Cond	Number Fire PI	Sketch
Asphalt Shingles	Carpet/Hardwood	Central Heat/AC	5/2/1.0	\$ 39,859	Average	0	Sketch Building 1

Accessory Information

Description	Year Built	Dimensions/Units	Value
Detached Carport	1985	10x14 140	\$ 0

Sale Information

Sale Date	Deed Book	Plat Page	Price	Reason	Grantor	Grantee
07-24-1983	454 757		\$ 0	Not Fair Market		FRASER HENRY & LILIA



GENERAL NOTES:

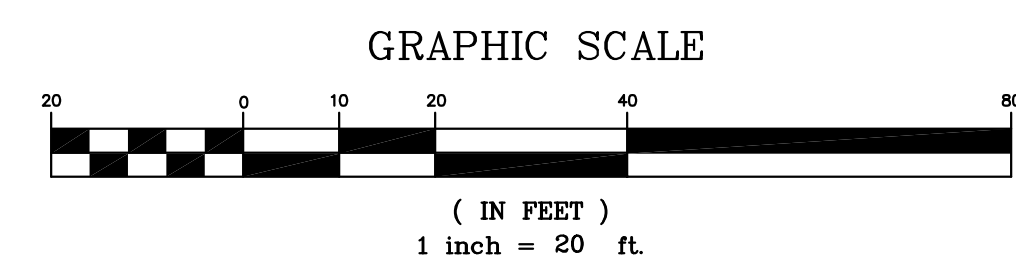
- 1.) SURVEY DONE WITHOUT BENEFIT OF A CURRENT TITLE SEARCH OR COMMITMENT. AS SUCH, LAND USE RESTRICTIONS, SETBACKS, ZONING, EASEMENTS, RIGHTS OF WAY OR OTHER TITLE FACTS MAY EXIST THAT ARE NOT SHOWN.
- 2.) SPECIAL FLOOD HAZARDS DO NOT EXIST FOR SUBJECT PROPERTY PER FIRM MAP 13045C0156D, EFFECTIVE DATE SEPTEMBER 19, 2007.
- 3.) UTILITIES SUCH AS ELECTRIC LINES, WATER LINES, GAS LINES, SANITARY SEWER LINES OR WELLS MAY OR MAY NOT EXIST ON SITE AND MAY OR MAY NOT BE SHOWN HEREON.
- 4.) THE RIGHT OF WAY FOR STATE ROUTE 61 AND OLD STONE ROAD WERE ESTABLISHED BY THE LOCATION OF EXISTING PAVEMENT. THE RIGHT OF WAY FOR NORTHSIDE DRIVE WAS ESTABLISHED BY IRON PINS FOUND.

SURVEY REFERENCES:

- 1.) WARRANTY DEED FROM Mrs. ALLIE DOYAL TO HENRY C. FRASER AND LILLIAN BOYD FRASER DATED JULY 22, 1983. RECORDED IN CARROLL COUNTY RECORDS DEED BOOK 454 PAGE 757.
- 2.) RECORDED SUBDIVISION PLAT TITLED "PLAT OF PROVISIONAL SUBDIVISION ROBERDS PROPERTY" DATED APRIL 15, 1952. RECORDED IN CARROLL COUNTY RECORDS PLAT BOOK 3 PAGE 22.

LEGEND

- IPF - Iron Pin Found (1/2" Rebar Unless Shown Otherwise)
- IPS - Iron Pin Set (1/2" Rebar Unless Shown Otherwise)
- Fence Corner
- P.O.C. - Point of Commencement
- P.O.B. - Point of Beginning
- LLC - Land Lot Corner
- LLL - Land Lot Line
- R/W - Right of Way
- C/L - Centerline
- OHP - Overhead Power Line
- Sanitary Sewer Manhole
- Utility Pole
- *** Wire Fence
- Chain Link Fence
- Wood Fence



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 31°12'39" W	7.89'

PIONEER LAND SURVEYING

PREPARED BY:
PIONEER LAND SURVEYING
691 BEAR CREEK ROAD
CARROLLTON, GEORGIA 30117
PHONE: 770-838-1919
FAX: 888-838-7789
Pioneer Land Surveying is
a DBA for PLSWG, Inc.

The field data upon which this plat is based has a closure precision of one foot in 80,617 feet, and an angular error of 4 sec. per angle point. and was adjusted using the Least Square Method.

This plat has been calculated for closure, and is found to be accurate within one foot in 70,685 feet.

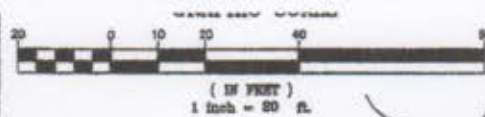
This survey was made using a Topcon GPT 3103W Total Station, which reads distances to the nearest 0.001 foot and with direct reading to 3 second for angular measurement.

BOUNDARY SURVEY FOR:
STEPHAN PULVER & THERESAK PULVER
BEING IN THE CITY OF VILLA RICA
LAND LOT 192 - 6th DISTRICT - CARROLL COUNTY - GEORGIA

DATE: JUNE 4, 2018		REVISIONS
FIELD LEB	DRAFTER TFG	
PROJECT NO. 211141		

NOTE: THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED HEREON. THIS FIRM ASSUMES NO LIABILITY TO THE PERSON, PERSONS, OR ENTITY NOT NAMED HEREON, AND ANY USE BY UNNAMED PARTIES WILL DO SO AT THEIR OWN RISK. THIS PLAT IS NOT VALID UNLESS SURVEYOR'S SIGNATURE APPEARS IN ORIGINAL BLACK INK OVER THE SEAL.

DATE: 5/8/2017
TIME: 5:01 PM
PLAT BOOK: 00103
PAGE: 00085
RECORDING FEE: 8.00
PARTICIPANT ID: 8232071308
CLERK: Alan Lee
Carroll County, GA



RESERVED FOR THE CLERK OF SUPERIOR COURT

GEORGIA STATE ROUTE 61 (100' R/W)
A.K.A. DALLAS HIGHWAY

OLD STONE ROAD
(40' R/W)

GENERAL NOTES:

- 1.) SURVEY DONE WITHOUT BENEFIT OF A CURRENT TITLE SEARCH OR COMMITMENT. AS SUCH, LAND USE RESTRICTIONS, SETBACKS, ZONING, EASEMENTS, RIGHTS OF WAY OR OTHER TITLE FACTS MAY EXIST THAT ARE NOT SHOWN.
- 2.) SPECIAL FLOOD HAZARDS DO NOT EXIST FOR SUBJECT PROPERTY PER FIRM MAP 13045C01560, EFFECTIVE DATE SEPTEMBER 19, 2007.
- 3.) UTILITIES SUCH AS ELECTRIC LINES, WATER LINES, GAS LINES, SANITARY SEWER LINES OR WELLS MAY OR MAY NOT EXIST ON SITE AND MAY OR MAY NOT BE SHOWN HEREON.
- 4.) DATE OF FIELD WORK: MAY 3, 2017
- 5.) CURRENT OWNER AND VESTING DEED: STEPHAN AND THERESA PULVER, DEED BOOK 5541 PAGE 190.

GENERAL NOTES:

- 1.) WARRANTY DEED FROM NANCY PAULETTE BOYD, ANNETTE LYONS, KYLE FRASER, AND SAMUEL KEITH FRASER TO STEPHAN J. PULVER AND THERESA K. PULVER DATED APRIL 14, 2017, RECORDED IN CARROLL COUNTY DEED BOOK 5541 PAGE 190.
- 2.) RECORDED PLAT TITLED "BOUNDARY SURVEY FOR LILLIAN BOYD FRASER" DATED OCTOBER 26, 2011, PREPARED BY THIS FIRM, RECORDED IN CARROLL COUNTY RECORDS PLAT BOOK 97 PAGE 113.



PIONEER LAND SURVEYING
PREPARED BY:
PIONEER LAND SURVEYING
963 WHOOPIING CREEK ROAD
CARROLLTON, GEORGIA 30116
PHONE: 770-635-1919
FAX: 666-835-7769
Zoning: Pioneer Land Surveying is a DBA for PLSS, Inc.
www.plssg.net

SURVEYOR CERTIFICATION:

As Required by subsection (c) of the O.C.G.A. Section 15-8-67, the Registered Land Surveyor hereby certifies that this map, plot, or plan, has been approved for filing in writing by any and all applicable municipal, county, or municipal-county planning commissions or municipal or county authorities or that such governmental bodies have affirmed in writing that no approval is required.

Following governmental bodies have affirmed that approval is not required:
County Department of Community Development, May 5, 2017

Approvals or affirmations should be confirmed with the appropriate governmental purchaser as to intended use of any parcel.

Registered Land Surveyor further certifies that this map, plot, or plan complies with the minimum standards and specifications of the Board of Registration for Professional Engineers and Land Surveyors and the Georgia Superior Court Clerks' Cooperative Authority.

Surveyor: Lester E. Bell, G.S. R.L.S. No. 2935

Lester E. Bell

LEGEND	
⊙	1/2" Iron Pin Found
⊙	(1/2" Rebar Unless Shown Otherwise)
⊙	1/2" Rebar w/ Cap #2035
⊙	1/2" Iron Pin Set
⊙	(1/2" Rebar w/ Cap #2035)
⊙	CMF - Concrete Monument Found
P.O.C.	Point of Commencement
P.O.B.	Point of Beginning
L.L.C.	Land Lot Corner
L.L.L.	Land Lot Line
R/W	Right of Way
C/L	Centerline
⊙	Overhead Power Line
⊙	Sanitary Sewer Manhole
⊙	Utility Pole
⊙	Wire Fence
⊙	Chain Link Fence
⊙	Wood Fence

TRACT 1:
0.596 ACRE
25,980 SQ. FT.

TRACT 2:
(ENCROACHMENT AREA)
0.007 ACRE
285 SQ. FT.

CLOSURE STATEMENT
The field data upon which this plot is based has a closure precision of one foot in 115,545 feet, and an angular error of 4 sec. per angle point, and was adjusted using the Least Square Method.

This plot has been calculated for closure, and is found to be accurate within one foot in 74,738 feet.

This survey was made using a GEOMAX ZOOM30 Total Station, which reads distances to the nearest 0.007 foot and with direct reading to 5 seconds for angular measurement.

PROPERTY ADDRESS:
414 OLD STONE ROAD
VILLA RICA, GEORGIA 30180

TOTAL AREA SHOWN:
0.603 ACRE
26,268 SQ. FT.

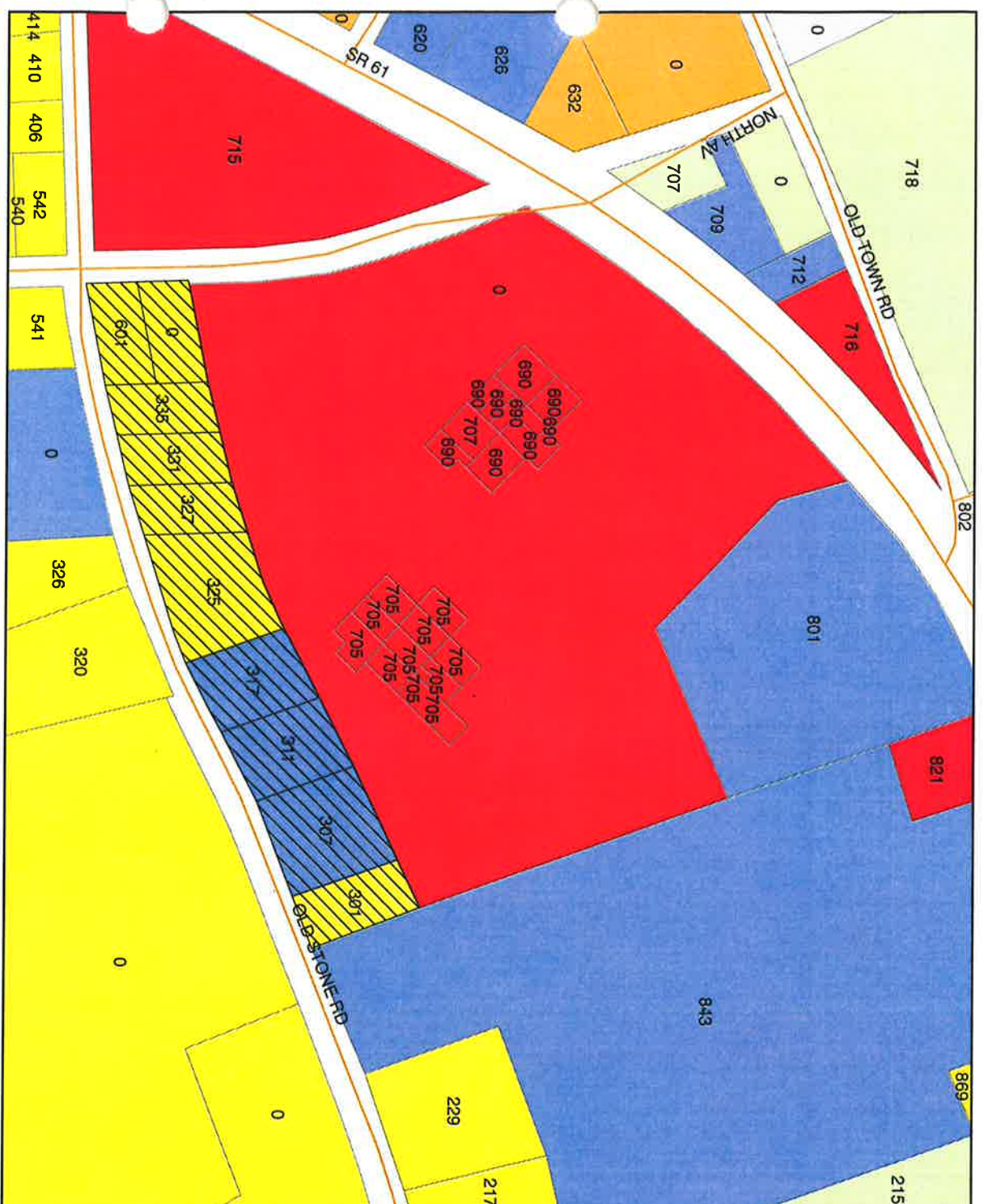
SURVEY FOR: STEPHAN J. PULVER AND THERESA K. PULVER BEING IN THE CITY OF VILLA RICA LAND LOT 192 - 6th DISTRICT - CARROLL COUNTY - GEORGIA		
DATE: MAY 5, 2017	REVISIONS	
FIELD TFG	DRAFTER TFG	PROJECT NO. 217088
NOTES: THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED HEREON. THIS FIRM ASSUMES NO LIABILITY TO THE PERSON, PERSONS, OR ENTITY NOT NAMED HEREON, AND ANY USE BY UNPAID PARTIES WILL BE AT THEIR OWN RISK. THIS PLAT IS NOT VALID UNLESS SURVEYOR'S SIGNATURE APPEARS IN ORIGINAL BLUE INK OVER THE SEAL.		

**Planning & Zoning
Community Development Department**

**571 W. Bankhead Highway
Villa Rica, GA 30180**

**678.459.7000 (T)
678.459.7003 (F)**

Created in ArcGIS 9

The seal of the City of Villa Rica, Georgia, is circular. It features a central shield with a scale of justice. Above the shield is an arch with the words "CITY OF VILLA RICA". Below the shield is a banner with the word "GEORGIA". The outer ring of the seal contains the text "CITY OF VILLA RICA" at the top and "1822" at the bottom.

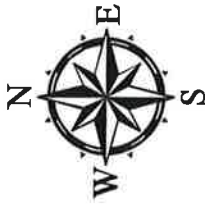
City Limits

Overlays



Zoning Districts

-



Legend



City Limits

Overlays



MS

Zoning Districts



RD



R20



RT



R14



DT



OI



NC



GC



HC



LI



GI



PD

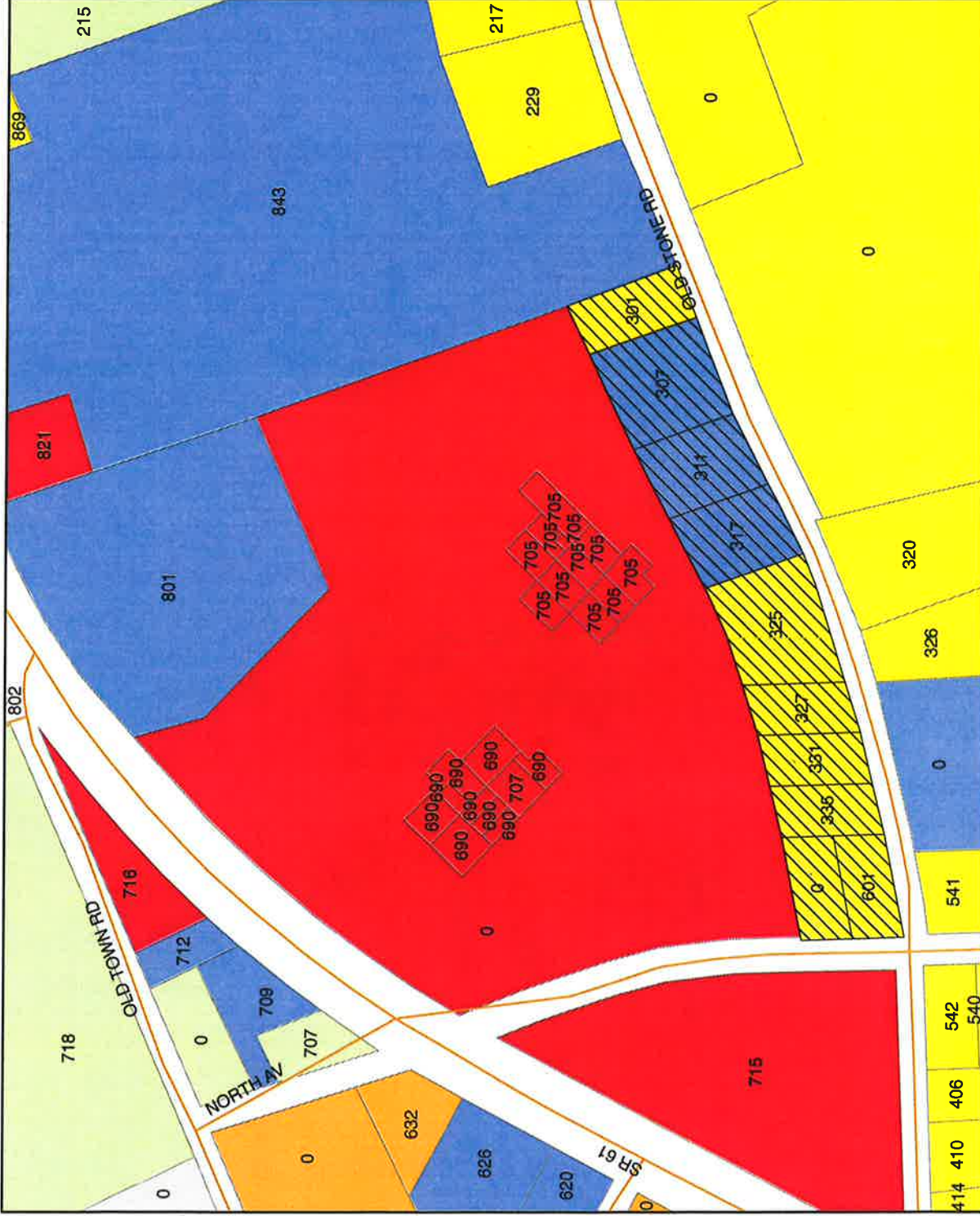
Planning & Zoning
Community Development Department

571 W. Bankhead Highway
Villa Rica, GA 30180



678.459.7000 (T)
678.459.7003 (F)

Created in ArcGIS 9



City of Villa Rica, Georgia



CITY OF VILLA RICA

City Council Packet

SUBJECT: Annual Renewal of City Maintenance Contract with Georgia Department of Transportation

CITY COUNCIL AGENDA DATE: 7/10/2018

DATE: June 28, 2018

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

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: Georgia Department of Transportation (GDOT)

PURPOSE: The City has entered into a maintenance contract with Georgia Department of Transportation for the last few years. This agreement provides the City funding from GDOT to maintain (mowing and trimming) their rights of way inside the city limits. The total length of rights of way totals 9.36 centerline miles for the total funding contribution of \$18,720.00 which is \$2,000.00 per mile.

BACKGROUND: This agreement has been in place since 2016 and allows City crews to keep roadway corridors mowed and trimmed on a much more frequent schedule.

STAFF RECOMMENDATION: Staff recommends the approval of this renewal.

IMPACT: These are additional funds to assist us on our maintenance activities.

MOTION: I recommend approval of this renewal Maintenance Contract agreement with the Georgia Department of Transportation.

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

INTERDEPARTMENT CORRESPONDENCE

DATE June 14, 2018

FROM Ken Howard, District Maintenance Manager (District 6)

TO Gregory Newton, Transportation Accounts Assistant Administrator
Attention: Contracts Payable

SUBJECT 2018/2019 CITY/COUNTY MAINTENANCE CONTRACTS

The following City Maintenance Contracts are for FY 2019. All of the Agreements are funded from the District 6 Cartersville Maintenance Office Budget. The charging information for FY 2019 is as follows:

Org: 4841609000
C Level: 484C52600
Program: 4180701
Fund Src: 60110
Project No: A190701
Account: 615010
Class: 315

City/County	Centerline Miles	Cost Per Mile Per Year	Total Yearly Cost (Contract Amount)	Monthly Invoice	Revision	District
City of Villa Rica	9.36	\$2,000.00	\$18,720.00	\$1,560.00	2017	6

Please establish purchase orders for each City/County so monthly payments can begin in the very near future. If additional information is needed, please call Glenn Warlick, District Assistant Maintenance Manager, at 770-387-3605.

Exhibit A

City of Villa Rica

STATE ROUTE	MILES
8	3.08
61	4.09
101	2.19
TOTAL	9.36

In accordance with the agreement to maintain State Routes, we issue and agree that the total mileage referenced for this agreement is correct for FY 2018.

District Maintenance Manager – Printed Name

City Official – Printed Name

District Maintenance Manager – Signature

City Official – Signature

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

CERTIFIED MAIL

September 26, 2016

City of Villa Rica
ATTN: David Milliron
571 W. Bankhead Hwy.
Villa Rica, GA 30180

RE: Contract Number: 48400-163-IGOD61700090
Carroll County
GDOT R/W Maintenance Agreement

Dear Mr. Milliron;

Attached is an executed copy of the Right-Of-Way Maintenance Agreement between the Georgia Department of Transportation and the City of Villa Rica. This Agreement is renewable, but will require that a Form be executed each Fiscal Year. This Form should be sent to the COVR each June.

If you should have any questions or comments, please contact Glenn Warlick, Assistant District Maintenance Manager, at the District 6 Office at 770-387-3604. Any/All correspondence, regarding this Letter, should be routed through the District 6 Office at: P.O. Box 10; Cartersville, GA 30120.

Sincerely,

A handwritten signature in black ink, appearing to read "Glenn Warlick".

Glenn Warlick
Assistant District Maintenance Manager

ATTACHMENTS: Contract For Maintenance of Highways Agreement
Georgia Security and Immigration Compliance Act Affidavit

CC: DeWayne Comer, District Engineer
Ken Howard, District Maintenance Manager
Tyler Lumsden, District Maintenance Contracts Specialist

**CONTRACT FOR MAINTENANCE
OF HIGHWAYS**

THIS AGREEMENT made and entered into this the 1st day of SEPTEMBER 2016, by and between the Department of Transportation, State of Georgia, (hereinafter called the Department) and the City of Villa Rica, (hereinafter called the City), to be effective the 1st day of July 2016.

WITNESSETH:

WHEREAS, the Department and the City have agreed that it will be advantageous to both parties hereto, as well as to the traveling public, for the City to maintain State highways and Interstate highways together with bridges and approaches thereto within the City limits of said City as herein provided; and

WHEREAS, the parties hereto are acting under the authority of the Constitution of the State of Georgia, Section 2-5901.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, and the mutual covenants herein contained, the parties hereto agree as follows:

1. The City will initially maintain 9.36 miles of State Highway (including 0.00 miles of Interstate Highway) together with all bridges and approaches within the City limits of said City as more particularly by the State Route and Miles specified in "Exhibit A" which exhibit by reference is incorporated herein and made a part of this instrument for the purpose of describing the highways to be maintained under this agreement.
2. The number of miles of State Highways within the City will be adjusted every 12 months from the date of this contract based on the latest available figures on file in

the Department of Transportation and "Exhibit A" will likewise be adjusted every 12 months from the date of this contract.

3. The number of miles of State Highways within the City shall be as published by the Planning Division of the Department of Transportation.
4. The City will furnish all labor, materials and equipment for the proper maintenance of these highways, bridges and approaches thereto which shall consist of but not be limited to the following:
 - (1) Mowing and cleaning of right of way
 - (2) Snow and ice removal
5. The Department will pay \$2,000.00 per centerline mile per year for maintenance of said highways, bridges and approaches thereto, payment to be made on a prorated monthly basis. The City will invoice the Department monthly. The invoices shall include a detailed summary of those activities performed for the Department for the period.
6. The Department will continue to perform the following services:
 - (1) Maintain all highway signs and markers but the Department will not delineate any "parking or pedestrian" areas
 - (2) Place all center stripes and edge striping
 - (3) Perform or have performed under contract any necessary reconstruction of bridges and other heavy or substantial maintenance activities
 - (4) Furnish all guardrail material.

7. The Department expressly reserves the right to make periodic inspections of the aforementioned highways and to make whatever recommendations necessary to insure proper maintenance of said highways.
8. The City agrees to indemnify and hold harmless the Department from all suits, claims for damages, or causes of action brought on account of City's failure to perform any maintenance activities set out in Paragraph 4 of this agreement.
9. This agreement will be automatically renewed every twelve (12) months beginning with the effective date of this agreement. The Department or City reserves the right to terminate this agreement by giving notice in writing to the other party at least 30 days prior to the end of the twelve (12) month agreement period.
10. In the event it is determined by the Department that the City is not properly performing any maintenance function under this agreement, the Department will notify the City in writing of such deficiency. If such deficiency is not corrected within 30 days from the date of such notice, the Department may proceed to correct such deficiency and deduct the cost of such correction from amounts otherwise due the City under this agreement.

IN WITNESS WHEREOF, this instrument has been and is executed on behalf of the Department of Transportation by the Director of the Department of Transportation, and on behalf of the City of Villa Rica, By Mayor Shirley Marchman, (s)he being duly authorized to do so by the City Council of said City.

This on the day and year below written.

**GEORGIA
DEPARTMENT OF TRANSPORTATION**

By: [Signature]
Commissioner

CITY OF VILLA RICA

By: Shirley Marchman
Signature
Shirley Marchman
Print
Interim Mayor
Title

ATTEST:

By: [Signature]
Treasurer



IN THE PRESENCE OF WITNESS:

[Signature]
Signature
David A. Milliron
Print
City Manager
Title

Sworn and subscribed before me this 2nd day of August, 2016, in the presence of:

By: Alisa M. Doyal
Notary Public (Seal)

FEDERAL EMPLOYER ID
NUMBER: 58-6000001



STATE OF GEORGIA

CITY OF Villa Rica

Be it resolved by the City Council of the City of Villa Rica, and it is hereby resolved, that the foregoing attached Contract for Maintenance of Highways be entered into by the City of Villa Rica and that Shirley Marchman, as Mayor (Chairman), and Alisa Royal, as Clerk, be, and they are, thereby authorized and directed to execute the same for and in behalf of said City Council of the City of Villa Rica.

Passed and adopted this 2nd day of August, 20 16.

ATTEST:

By: Alisa Royal
(Clerk)

By: Shirley Marchman
Mayor (Chairman)

I hereby certify that I am Clerk of the city, town or municipality (as the case may be) of the official acts of the authorities charged with the management of the business of said municipality; and the written and foregoing constitutes a true and correct copy of a resolution passed on the 2nd day of August, 2016, and entered on the minutes of said officers.

This the 2nd day of August, 2016.

Alisa Royal
Clerk

Exhibit A

City of Villa Rica

STATE ROUTE	MILES
8	3.08
61	4.09
101	2.19
TOTAL	9.36

In accordance with the agreement to maintain State Routes, we issue and agree that the total mileage referenced for this agreement is correct for FY 2017.

Curtis D. Comer For:

District Maintenance Engineer – Printed Name

Curtis D. Comer For:

District Maintenance Engineer - Signature

Shirley Marchman

City Official – Printed Name

Shirley Marchman

City Official - Signature



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	City of Villa Rica
Address:	577 W. Bankhead Highway, Villa Rica GA 30180
Solicitation/Contract No.:	IGOD61700090
Solicitation /Contract Name:	Contract For Maintenance of Highways – City of Villa Rica

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 sub-Contractors 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:

185887
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

8-2-2016
Date of Authorization

City of Villa Rica
Name of Contractor

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

Shirley Marchman
Printed Name (of Authorized Officer or Agent of Contractor)

Shirley Marchman
Signature (of Authorized Officer or Agent)

Interim Mayor
Title (of Authorized Officer or Agent of Contractor)

8/19/16
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

19th DAY OF August, 2016

Alisa M. Doyal
Notary Public

My Commission Expires: 3-14-2018





CITY OF VILLA RICA

City Council Packet

SUBJECT: South Carroll Road Drainage Improvements – Bid Proposal

CITY COUNCIL AGENDA DATE: 7/10/2018

DATE: June 28, 2018

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

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: Stormwater Budget

PURPOSE: The City of Villa Rica has a stormwater piping system that traverses the property at 211 South Carroll Road carrying stormwater from South Carroll Road into the Waters of the State in the form of a small creek. Some time ago this pipe system has failed creating a sink hole in the front yard at 211 South Carroll Road. The City employed Georgia and West, Inc. to design a solution for this failed system. The City has received two bid proposals for this solution and they are listed as follows:

HNC Construction, Temple, Georgia	\$36,389.40
-----------------------------------	--------------------

Chatfield Contracting, Inc., Marietta, Georgia	\$56,511.00
--	--------------------

BACKGROUND: This drainage problem has been in the works for repair for well over a year now. It involves City stormwater that was diverted some time back in history across the front yard at 211 South Carroll Road. The solution will put the piping system back onto City right-of-way.

STAFF RECOMMENDATION: Staff recommends the approval of the low bid price of \$36,389.40. Completion of the project is expected to take two to three weeks depending on the weather.

IMPACT: Funding for this project will come from the Stormwater Budget.

MOTION: I recommend approval of the low bid price of \$36,389.40 from HNC Construction of Temple, Georgia.

**June 15, 2018
2:00 PM**

**Bid 2018-01
South Carroll Road Drainage Improvements
Bid Tabulation**

Bidding Company

Bid Quotation

Chatfield Contracting, Inc.
PMB # 175
2500 Dallas Highway SW, Ste 202
Marietta, Georgia 30064
Scott Beaumont
770-948-1550

\$56,511.00

HNC Construction
2403 Rainey Road
Temple, Georgia 30179
Randall W. Hathcock
404-719-8372

\$36,389.40



CITY OF VILLA RICA

City Council Packet

SUBJECT: Partially Developed Subdivisions – Sidewalk Requirements

CITY COUNCIL AGENDA DATE: 7/10/2018

DATE: June 28, 2018

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

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: On partially developed subdivisions that have platted lots available, the lots that were built out before the economic downturn were not required to construct sidewalks. On the lots that are now being purchased for construction, the current regulations require sidewalks on at least one side of the street but to require this at this point would leave large areas of skip sections with no sidewalk. I have enclosed in your packets an aerial photo of Watermist at Mirror Lake. There are 31 lots left available for purchase and if you look at the existing homes already constructed, adding sidewalks on the fronts of the new lots would not look very attractive.

Staff is requesting approval from Mayor and City Council to use administrative judgement on these type of developments regarding sidewalks on when to require and when not to require them. There are a couple of other developments that sidewalk sections make sense to require, especially on long runs of streets with all vacant lots. We are requiring the sidewalk sections be installed on these streets. See backup photo on Southwoods at Mirror Lake.

Please Note: This request is for partially built-out developments only. All new developments are required to install sidewalks on at least one side of the street.

BACKGROUND: The sidewalk issue is only one issue that we have discovered with partially developed subdivisions.

STAFF RECOMMENDATION: Staff recommends the approval of this request.

IMPACT: N/A

MOTION: I make a motion to allow the Community Development Director to make judgement calls on requiring sidewalks in partially developed subdivisions that have already been Final Platted for permit issuance.



SOUTHWOODS @
MIRROR LAKE

Exhibit
2





CITY OF VILLA RICA

City Council Packet

SUBJECT: Retail package malt beverages & wine license for F & B Edge Road, LLC.

CITY COUNCIL AGENDA DATE: July 10, 2018

DATE: 6/29/2018

PREPARED BY: Tracey Carmichael, Administrative Assistant

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To allow applicant to sell retail package malt beverages and wine at F & B Edge Road, LLC, 701 Edge Road, 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: N/A

MOTION: I make a motion to approve the alcoholic beverage application for F & B Edge Road, LLC located at 701 Edge Road.



Public Hearing Date

City Council: July 10, 2018

Request: Alcoholic Beverage License

Project Description: Retail Package Malt Beverages & Wine

Applicant: F & B Edge Road, LLC
Licensee: Muhammad Usman Fawzi
2204 Caneridge Court
Marietta, GA 30064

Location: 701 Edge Rd., Land Lot 143, 25th District, Douglas County; Ward 5

Parcel Number(s): 0143-025-0071

Current Zoning: GC (Commercial)

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 GC (General Commercial).

Sec. 4-70. Proximity Restrictions:

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

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: **Yes**

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

Compliance: **Yes**

Sec. 4-29 Investigation; Hearing:

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

Staff Comments:

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

Recommendation:

Planning Staff recommends **Approval** of the request by F & B Edge Road, LLC, Muhammad Usman Fawzi, for Retail Package Malt Beverages and Wine License at 701 Edge 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. Commercial Lease



CITY OF VILLA RICA
ALCOHOL LICENSE APPLICATION

INSTRUCTIONS: Every question must be answered fully and correctly. If the space provided is not sufficient, answer the question on a separate sheet and indicate in that space that a separate sheet is attached. When completed, it must be dated, signed and verified under oath by the applicant and filed in person by the applicant with the **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	<u>\$100</u>	Pouring Restaurant - All	\$100	Pouring Supper Club	\$500
Package Wine	<u>\$100</u>	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:

Full Name _____ Address _____

(B) If corporation/partnership, give corporate/partnership name: F E B Edge Road LLC

Federal Tax ID: 82-4352054

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

<u>Ayesha FAWZI</u>	<u>2204 Caneridge Court Marietta GA 30064</u>	<u>62%</u>
Full Name	Address	% Interest
<u>MUHAMMAD Usman FAWZI</u>	<u>2204 Caneridge Court, Marietta GA 30064</u>	<u>19%</u>
Full Name	Address	% Interest
<u>AKBER A. Bhamani</u>	<u>705 Maddie Way - Marietta GA 30068</u>	<u>19%</u>
Full Name	Address	% Interest
Full Name	Address	% Interest

Describe the principle business of the corporation/partnership:

Gas Station / 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:

<u>Ayesha FAWZI</u>	<u>2204 Caneridge Court Marietta GA 30064</u>
Full Name	Address

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

3. Trade name of business for which application is made: Chevron Food Mart.

4. Address of business for which application is made: 701 Edge Road, Villa Rica GA 30180

Phone Number:	<u>678-952-6188</u>	<u>678-516-7330</u>
	Business	Home

Mailing Address: 701 Edge Road, Villa Rica, 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 *N/A*
7. If applicable, have you received an approved site plan from the City of Villa Rica for the location of the premises to be licensed? ☐ Yes ☒ No
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:

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.

Mohammad Mullick - Kennesaw GA - 4357 N. Cobb Pkwy, Acworth GA 30101 - 10 years

SAM GILLANI, Lilburn, GA 1244 Beaver Run Rd Suite #301 Norcross GA - 7 years.

WAQAS Abbasi, Atlanta GA, 1075 Peachtree St. NW Atlanta GA - 16 years.

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

KARACHI PAKISTAN
Place of Birth

03/13/1990
Date of Birth

*** PART III ***

VERIFICATION

State of Georgia, COBB County

I, AYESHA FAWZI, 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.

Ayesha Fawzi

Applicants Signature (FULL NAME IN INK)

I hereby certify that AYESHA FAWZI 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 June 2018

Olufemi Sotayo

Notary Public

My Commission Expires: 06/26/2020

(Seal)

Olufemi Sotayo
NOTARY PUBLIC
Cobb County, GEORGIA
My Comm. Expires 06/26/2020

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease (the "Agreement") is dated June 11th, 2018, effective June 10, 2018, by and between LINDBERGH TRADERS LLC, a Georgia limited liability company (the "Assignor"), F&B EDGE ROAD LLC, a Georgia limited liability company (the "Assignee"), and JAI VINAAYAK, INC., a Georgia corporation (the "Landlord").

RECITALS

A. FAA INVESTMENTS LLC ("Initial Tenant"), as tenant, and Landlord, as landlord, entered into that certain Commercial Lease Agreement dated April 9, 2014, as amended by that certain First Amendment to Commercial Lease Agreement dated April 9, 2014, as assigned to Assignor pursuant to that certain Amendment, Assignment, and Assumption of Lease, dated August 18, 2015 (the "Lease"), attached hereto as Exhibit "A."

B. The Assignor now desires to assign the Lease to the Assignee and the Assignee desires to accept such assignment and assume all of the Assignor's obligations and liabilities thereunder as well as the obligations and liabilities arising from the amendments to the Lease as set forth herein.

NOW, THEREFORE, in consideration of the premises, the sum of ten and 00/100 dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Assignment. The Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in and to the Lease.
2. Assumption. The Assignee hereby accepts the foregoing assignment and hereby assumes all of the Assignor's obligations under the Lease. The Assignee hereby agrees to pay, perform, and be bound by all of the terms and conditions of the Lease to be performed by the Tenant thereunder, commencing as of the date of this Agreement.
3. Indemnification by Assignor. The Assignor shall indemnify and hold the Assignee harmless from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities, costs, and expenses of every nature whatsoever, including reasonable attorney's fees, relating to the Lease or the Property which arise from the Assignor's activities on or possession of the Property or any act or omission of the Assignor as the "Tenant" under the Lease prior to the date of this Agreement.
4. Indemnification by Assignee. The Assignee shall indemnify and hold the Assignor harmless from any and all claims, demands, actions, causes of action, suits, proceedings, damages,

[Handwritten signature]
[Handwritten initials]

liabilities, costs, and expenses of every nature whatsoever, including reasonable attorney's fees, relating to the Lease which arise from the Assignee's activities on or possession of the Property or any act or omission of the Assignee as the "Tenant" under the Lease from and after the date of this Agreement.

5. Representations of Assignee. The Assignee represents and warrants to the Assignor that any and all actions, if any, required by the Assignee to authorize the execution and delivery of this Agreement have heretofore been taken, and this Agreement constitutes a valid and binding agreement, enforceable against the Assignee in accordance with the terms hereof.

6. Representations of Landlord. The Landlord represents and warrants to the Assignee that:

- (A) Attached hereto as Exhibit "A" is a true and correct copy of the Lease and any amendments, modifications, supplements or agreements relating thereto, and represents the entire agreement between the Assignor and the Landlord with respect to the Property. The Lease is in full force and effect and has not been amended, modified or supplemented except as shown in Exhibit A and as stated or amended herein.
- (B) The Lease commenced on June 1, 2014, and the current term terminates on May 30, 2024. Assignee acknowledges that the Tenant's Pro Rata Percentage of Real Estate Taxes and Tenant's Pro Rata amount of Property and Casualty Insurance are subject to annual adjustments in accordance with the Lease.
- (C) The Assignor's execution and delivery of this Agreement to the Assignee will not constitute a default under the Lease.
- (D) All notices and other communications under or in connection with the Lease shall be sent to the Assignee in accordance with the Lease at the Premises.

7. Representation of Assignor. The Assignor represents and warrants to the Assignee that:

- (A) Assignor has the right and authority to execute and deliver this Agreement.
- (B) Assignor has made no prior assignments of its interest in the Lease.
- (C) Attached hereto as Exhibit "A" is a true and correct copy of the Lease and all amendments, modifications, supplements, and agreement relating thereto, which represents the entire agreement between Assignor and Landlord with respect to the Subject Property. The Lease is in full force and effect and has not amended,

Mh
af M MF MF

modified, supplemented, or altered, except as shown in Exhibit A, and as amended herein.

- (D) No uncured default on the part of the Assignor or the Landlord under the Lease exists, nor does any condition or state of facts exist which, with the giving of notice or the passage of time, or both, would constitute a default by the Assignor or the Landlord under the Lease. The Landlord is holding a security deposit from the Assignor in the amount of \$6,200.00, which Security Deposit will be transferred to the account of the Assignee.
- (E) The Assignor's interest in the Lease is not subject to any lien, security interest, or other encumbrance.

8. Landlord's Consent. Landlord hereby consents to this Agreement, subject to the the following terms and conditions:

- (A) Neither this Agreement, nor Landlord's consent hereto shall:
 - (i) Operate as an approval by the Landlord to or for any of the specific terms, covenants, conditions, provisions, or agreements in any separate assignment agreement, or any other document or agreement between the Assignor and the Assignee, or as a representation or warranty by the Landlord, and the Landlord shall not be bound or estopped thereby;
 - (ii) Be construed to modify, waive, or effect any term, covenant, condition, provision, or agreement of the Lease, or to waive any present or future breach thereof, or any of the Landlord's rights, or to enlarge or increase the Landlord's obligations;
 - (iii) Be construed as a consent by the Landlord to any further assignment of the Lease by Assignee or subletting or other underletting of the Property by the Assignee, and, without limiting the generality of the foregoing, both the Assignor and the Assignee agree that the Assignee has no right whatsoever to assign, mortgage, or encumber the Lease, or to sublet all or any portion of the Property, or permit all or any portion of the Property to be used or occupied by any other party, except in accordance with the Lease. Furthermore, in connection therewith, both the Assignor and the Assignee agree that an assignment by operation of law or a transfer of control of Assignee (including but not limited to a transfer of the controlling interest of the Assignee, if Assignee is a legal entity) shall be deemed to be a prohibited assignment hereunder.

Handwritten signatures and initials: "MH", "af", "W", "af", "af".

(B) Akber Bhamani, Muhammad Usman Fawzi and Ayesha Fawzi shall deliver a personal guaranty in the form attached hereto as Exhibit C.

(C) During the remaining balance of the original term of the Lease, Assignor shall continue to be responsible for the compliance by the Assignee of the terms of the Lease and the Assignor shall not be released from its obligations as Lessee under said Lease.

9. Other Provisions:

(A) Entire Agreement. This Agreement constitutes the sole agreement of the parties with respect to its subject matter. It supersedes any prior written or oral agreement or communication between the parties. It may not be modified except in a writing signed by all the parties.

(B) Binding Effect. This Agreement binds and inures to the benefit of the parties and their respective heirs, personal representatives, successors, and (where permitted) assignees.

(C) Severability. If any part of this Agreement is for any reason held to be unenforceable, the rest of it will remain fully enforceable.

(D) Headings. The headings in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

(E) Applicable Law. The laws of the State of Georgia apply to this Agreement without regard to any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

(F) Incorporation of Recitals. The recitals set forth above are incorporated into this Agreement by this reference as if fully set forth herein.

(G) Counterparts. This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument, and said counterparts may be delivered by facsimile and electronic mail and shall constitute an original of this Agreement.

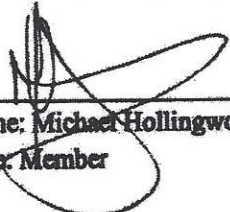
[Signatures on following page.]

Handwritten signatures: MH, af, MP, and others.

IN WITNESS WHEREOF, the parties have executed this Amendment, Assignment, and Assumption of Lease as of the date first above written.

ASSIGNOR:

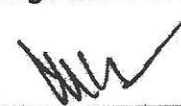
LINDBERGH TRADERS LLC
a Georgia limited liability company

By: 

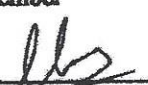
Name: Michael Hollingworth
Title: Member

ASSIGNEE:

F&B EDGE ROAD LLC
a Georgia limited liability company

By: 

Name: Akber Bhamani
Title: Member

By: 

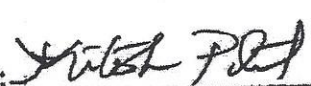
Name: Muhammad Usman Fawzi
Title: Member

By: 

Name: Ayesha Fawzi
Title: Member

LANDLORD:

JAI VINAAYAK, INC.
a Georgia corporation

By: 

Name: Mitesh Patel
Title: President

CITY OF VILLA RICA

Application for Original Alcoholic Beverage License
Public Notice (Sign) Sworn Statement

I (we) F & B Edge Road, LLC
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:

701 Edge Road 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.

Ayesha Fawzi GAOR-052508717
Applicant(s) Signature (FULL NAME IN INK)

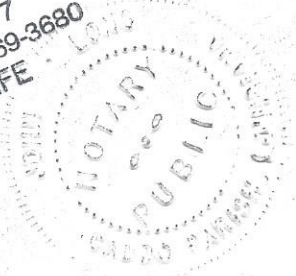
I hereby certify that AYESHA FAWZI signed his or her
Applicant

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 30 day of June 2018.

John D. Long
Notary Public

John D. Long, Long's Notary, LLC
Notary Public Commission #9317
Caddo Parish, Louisiana Ph. (318) 869-3680
MY COMMISSION IS FOR LIFE



AFFP

6-00398 PUBLIC NOTICE FEB Ed

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF CARROLL }

SS

6-00398
PUBLIC NOTICE

FEB Edge Road, LLC, Ayesha Fawzi has filed an application to sell alcoholic beverages on the premises of 701 Edge Road, Villa Rica, GA 30180 as a beer & wine license. A public hearing on the application will be held on the 10th day of July, 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:

June 19, 2018

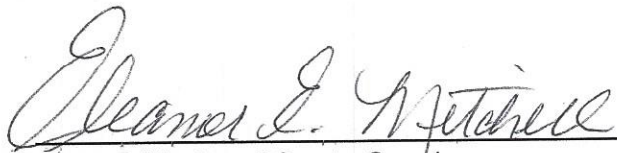
Publisher's Fee: \$ 20.00

That said newspaper was regularly issued and circulated on those dates.

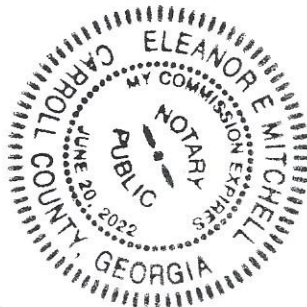
SIGNED:



Subscribed to and sworn to me this 19th day of June 2018.


Notary Public, Carroll County, Georgia

40086283 40300398



Muhammad Fawzi
2204 Caneridge Ct
Marietta, GA 30064

RETENTION AGREEMENT FOR OPIOID LITIGATION

WHEREAS, the undersigned has determined that claims should be made against Amerisource Bergen Corp., McKesson Corp., Cardinal Health 110, LLC, Cardinal Health, Inc., Cardinal Health 105, Inc, Cardinal Health 108, LLC, Cardinal Health 112, LLC, Cardinal Health 414, LLC, The Harvard Drug Group, LLC, Purdue Pharma, L.P., Purdue Pharma, Inc., The Purdue Frederick Company, Inc., Teva Pharmaceutical Industries USA, Ltd., Cephalon, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc., Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Inc., Endo Health Solutions Inc., Endo Pharmaceuticals, Inc., Allergan , PLC f/k/a Actavis, PLC, Actavis, Inc. f/k/a Watson Pharmaceuticals, Inc., Watson Laboratories, Inc., Actavis, LLC, Actavis Pharma, Inc. f/k/a Watson Pharma, Inc., and other similar pharmaceutical companies (hereinafter "Pharmaceutical Companies") which have engaged in violations of Medicaid Fraud Control Act and other violations of law in the fraudulent marketing and sales of certain highly addictive, opiate-derived painkillers for purposes for which they are neither safe nor effective; and

WHEREAS, the undersigned has determined that the investigation, research, and litigation of the claims may require the expenditure of large sums of money and require the work of numerous lawyers, paralegals, and others who are familiar with the Pharmaceutical Companies' wrongful actions and/or inactions and related issues for an extended period of time; and,

WHEREAS, the undersigned has further determined that it is in the best interests of this governmental entity and its citizens that it authorizes J. Anderson Davis to represent it in such litigation and to associate other counsel, if needed, to proceed with the claims against the Pharmaceutical Companies

IT IS, ACCORDINGLY, AGREED as follows:

1. The undersigned hereby retains J. Anderson Davis, and his firm, Brinson, Askew, Berry, Seigler, Richardson & Davis, LLP, and its lawyers ("Law Firm"), who are hereby designated to investigate, research, and prepare claims or complaint(s) for the undersigned to file in any appropriate Court or before any appropriate governmental agency.

2. The undersigned does not relinquish its authority or responsibility through this Retention Agreement. It has the sole authority to settle this litigation on behalf of the County and its citizens, and the Law Firm shall apprise it of all settlement offers. The Law Firm shall consult with the Chief Executive Officer or the designee, and obtain his approval on all material matters pertinent to the claims and any litigation arising therefrom; including whether and how to proceed with litigation, which claims to advance, what relief to seek, and whether and on what terms to settle. The undersigned and the Law Firm both recognize that the claims present numerous factual and legal obstacles and that no assurance of success on the

claims has or can be made.

3. Notwithstanding the potential difficulties, the Law Firm has agreed to represent the undersigned, and the undersigned hereby agrees that the Law Firm will be compensated for any monies recovered by it on the following basis:

a. Recovery of Attorneys' Fees: The undersigned may request that the Court, to the extent permitted by applicable law, award the it and the Law Firm reasonable attorneys' fees.

b. In addition, the Law Firm will be entitled to compensation that, along with any award of attorneys' fees, shall not exceed Twenty-Five percent (25%) of the total amount recovered.

c. All reasonable and necessary costs of litigation including, but not limited to, court costs, travel, witness fees, consultants, accounting, and expert fees and expenses, as shall be approved by the undersigned, shall be borne entirely by the Law Firm, but shall be reimbursed from any gross recoveries from the pursuit of the claims.

d. The Law Firm shall receive no compensation or reimbursement other than set out above, and all within conformity of law. In the event that no recovery is realized, the Law Firm shall receive no compensation or reimbursement.

4. With the approval of the undersigned, the Law Firm may associate other attorneys at its own expense and at no cost to the undersigned. Notwithstanding such association of other attorneys, this Retention Agreement is non-assignable and non-transferable, nor are the Law Firm's commitments delegable without the express, written approval of the undersigned.

Dated this ___ day of _____, 2018.

CITY OF VILLA RICA, GEORGIA

By: _____
Name: Jeff Reese
Title: Mayor

Attest: _____
Name: Alisa Doyal
Title: City Clerk

(SEAL)

ACCEPTED BY:

BRINSON, ASKEW, BERRY,
SEIGLER, RICHARDSON & DAVIS, LLP

J. ANDERSON DAVIS

RETENTION AGREEMENT FOR OPIOID LITIGATION

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WHEREAS, the undersigned has determined that the investigation, research, and litigation of the claims may require the expenditure of large sums of money and require the work of numerous lawyers, paralegals, and others who are familiar with the Pharmaceutical Companies' wrongful actions and/or inactions and related issues for an extended period of time; and,

WHEREAS, the undersigned has further determined that it is in the best interests of this governmental entity and its citizens that it authorizes J. Anderson Davis to represent it in such litigation and to associate other counsel, if needed, to proceed with the claims against the Pharmaceutical Companies

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Dated this __ day of _____, 2018.

CITY OF VILLA RICA, GEORGIA

By: _____
Name: Jeff Reese
Title: Mayor

Attest: _____
Name: Alisa Doyal
Title: City Clerk

(SEAL)

ACCEPTED BY:

BRINSON, ASKEW, BERRY,
SEIGLER, RICHARDSON & DAVIS, LLP

J. ANDERSON DAVIS

RESOLUTION REGARDING OPIOID CRISIS

WHEREAS, the United States and the several States, including the State of Georgia, are experiencing, in the words of the Center for Disease Control and Prevention, an opioid-induced "public health epidemic," and;

WHEREAS, on October 26, 2017, the President of the United States declared the opioid crisis to be a "public health emergency," and

WHEREAS, 91 Americans die every day from an opioid overdose, with more than 15,000 deaths involving prescription opioids alone in 2015, and;

WHEREAS, data from the Center for Disease Control and Prevention demonstrates that 17.7% of Georgia High School students reported taking prescription pain killers without a doctor's prescription, and;

WHEREAS, from 2014 to 2015 Georgia had a 64% increase in deaths by synthetic opioids (tramadol and fentanyl) and a 37.5% increase in Heroin deaths, and;

WHEREAS, in 2006 opioid drug overdose deaths were 31.5% of all overdose deaths and in 2015 accounted for 68.8% of overdose deaths in Georgia, and;

WHEREAS, governments (including federal, state and local) have born substantial financial and societal burden related to this crisis and epidemic and will incur costs for this nuisance for years to come into the foreseeable future, and;

WHEREAS, certain manufacturers and distributors knowing of the serious risks and adverse outcomes related to the use of their products, including their highly addictive nature, nevertheless did purposefully set out to persuade providers, regulators and patients that their products were safe and effective, and;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Villa Rica finds and declares that there exists a public nuisance related to such products and that the City shall pursue such legal action as is available against such manufactures, distributors and others as are necessary, either by itself or in concert with others, and to the full extent available under law.

IT IS SO RESOLVED, this ____ day of July, 2018.

CITY OF VILLA RICA, GEORGIA

By: _____
Name: Jeff Reese
Title: Mayor

Attest: _____
Name: Alisa Doyal
Title: City Clerk

(SEAL)

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

CITY COUNCIL MONTHLY MEETING MINUTES

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
Tuesday, June 5, 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, Councilman Verland Best, Councilman Danny Carter, Councilwoman Leslie McPherson, and Councilwoman Shirley Marchman. Councilman Gil McDougal was absent.

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)

- Recognition of James Benedik for 10 Years of Service
- Recognition of Carson White for obtaining the Water Distribution License
- Recreation Advisory Commission Oath of Office – Alan Martinez
- Recognition of Christopher Pike – “Four For The Future Award” trophy

Adoption of Agenda (Mayor Jeff Reese)

Councilman Danny Carter requested to amend the agenda to add Real Estate to Executive Session and Councilman Verland Best requested to remove Consent Agenda Item #3 from the agenda and be added to Section A as Number 5.

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

Council Updates (Subjects of General Interest and Concern)

Mayor Jeff Reese spoke about the meeting with Carroll County regarding TSPLOST and has asked Chairman Marty Smith to attend the July Meeting to speak.

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)

Four citizens came forward to make a public comment.

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 was 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. Contractor recommendation of the Garland Group and Pride Roofing to replace the entire gutter system for Gold Dust Park building in the amount of \$66,751.
2. City partnership with the Community Foundation of West Georgia to assist with donations for the city's trail system.
3. Main Street Advisory Board Appointment of Caroline Cox.
4. Main Street Service Delivery Area Map Amendment that reflects the current trend and community idea of the Downtown Area.
5. Resolution Mending Downtown Development Authority Boundary to include the geographical area within the municipal corporation which constitutes activities within the city.
6. Thomas A. Dorsey Festival Community Development Grant of \$7,630.
7. Redevelopment Powers Law Resolution that regulates and provides for the calling of an election to be held November 6, 2018, to determine the exercise or non-exercise of redevelopment powers of the City of Villa Rica.
8. CCR Environmental, Inc., Proposal of \$15,645 to conduct the long-term water quality monitoring mandated by the Georgia Environmental Protection Division.
9. Purchase Remote-Controlled Sewer Inspection Camera for the Distribution and Collections Department in the amount of \$56,675 from P&H Supply Company, Inc.
10. Carter & Sloope Proposal in the amount of \$15,000 for engineering design and permitting services for the water system improvements at Stone Street/Hwy 78/Norfolk Southern Railroad.
11. Purchase 2015 Ford Escape from Don-Rich Ford in the amount of \$15,497 for the Building Inspector.
12. Proposal by Raftelis not to exceed \$27,840 to provide debt issuance support and the calculation of cost-justified water and sewer tap fees.
13. Ecological Planning Group Agreement not to exceed \$9,900 plus a license fee of \$6,000 per year to create an online GIS map application.

Motion by Councilman Verland Best to approved the Consent Agenda as amended.

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

A. Governing Body (Mayor Jeff Reese)

1. Approval of Minutes
 - a. Council Monthly Meeting of May 1, 2018.

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

2. Intergovernmental Agreement with Douglas County for Installation of Warning Signal for the Conners Road Railroad

Motion by Councilman Danny Carter to authorize the Mayor to execute the Intergovernmental Agreement with Douglas County to install a warning signal on Conners Road just south of the Mirror Lake Blvd intersection

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

3. Carroll County TSPLOST Project List

Motion by Councilman Verland Best to authorize the City Manager to submit the proposed project list for the Carroll County TSPLOST.

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

4. Intergovernmental Agreement Carroll County TSPLOST

Motion by Councilman Danny Carter to authorize the Mayor to execute the IGA with Carroll County for the 2018 TSPLOST.

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

5. Request to apply and accept Georgia Department of Transportation's Transportation Alternative Program (TAP) funding for trail system implementation.

Motion by Councilman Verland Best to approve applying and accepting Transportation Alternative Program (TAP) funding from the Georgia Department of Transportation.

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

B. Finance (Sarah Hefty, CFO)

1. Financial Update – April 2018

Sarah Hefty presented the April 2018 Financial Report.

C. Community Development (Bobby Elliott, Director)

1. FP-01-18 – Twin Oaks (Unit 2A):

Motion by Councilwoman Shirley Marchman to approve the final plat application.

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

2. RA-04-17: Rezoning request for property located at 1030 Third Street. Currently zoned R20 (Single Family Residential) to LI (Limited Industrial):

Public Hearing: No one came forward to speak for or against the rezoning request.

Motion by Councilwoman Leslie McPherson to approve with conditions the application from David Wiley to rezone property located at 1030 Third Street from Single-Family Residential to Limited Industrial.

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

3. APPEAL: Rex Camp to appeal Historic Preservation Commission decision in regards to Certificate of Appropriateness application COA-01-18.

Motion by Councilwoman Leslie McPherson to deny the appeal and support the unanimous decision by the Historic Preservation Commission.

RESULT: **TIE (VOTE: 2-2)**
MOVER: Leslie McPherson, Councilwoman
SECONDER: Shirley Marchman, Councilwoman
AYES: McPherson, Marchman
NAYS: Best, Carter

Mayor Jeff Reese cast his vote to deny the appeal decision by the Historic Preservation Commission.

Mayor Jeff Reese asked for a second motion to take some other action than to deny it. Motion by Councilman Danny Carter to approve the appeal the decision made by the Historic Preservation Commission for the Certificate of Appropriateness.

RESULT: **TIE (VOTE: 2-2)**
MOVER: Danny Carter, Councilman
SECONDER: Verland Best, Councilman
AYES: Carter, Best
NAYS: McPherson, Marchman

Mayor Jeff Reese cast his vote to approve the appeal.

The Appeal was approved.

4. Alcoholic Beverage Ordinance Revision

To establish parameters and guidelines for breweries, microbreweries, and nanobreweries and to establish permissible location references in city zonings. No Public Hearing was required.

Motion by Councilwoman Leslie McPherson to approve the revision.

RESULT: **APPROVED (VOTE: 3-1)**
MOVER: Leslie McPherson, Councilwoman
SECONDER: Danny Carter, Councilman
AYES: McPherson, Carter, Best
NAYS: Marchman

City Manager's Report (Tom Barber)

City Manager Tom Barber presented his report of city projects.

D. Executive Session (David Mecklin, City Manager)

City Attorney requested the Council to go into Executive Session for the three purposes listed below.

Motion by Councilman Danny Carter to go into Executive Session for the three purposes stated by the City Manager, seconded by Councilman Verland Best. Vote: 4-0. Motion approved.

1. Meeting to discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee as provided in Georgia Code Section. 50-14-3(b)(2).
2. Pursuant to the attorney-client privilege and as provided by Georgia Code Section 50-14-2(1), a meeting otherwise required to be open was closed to the public in order to consult and meet with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or in which the agency or any officer or employee may be directly involved and the matter discussed was (identify the matter but not the substance of the discussion).
3. Meeting to discuss or vote to enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote as provided in Georgia Code Section 50-14-3(b)(1)(D).

RECONVENED TO REGULAR SESSION: Motion by Councilman Danny Carter to reconvene to regular session, seconded by Councilman Verland Best. Vote: 4/0. Motion approved.

EXECUTIVE SESSION SUMMARY: Mayor Jeff Reese reported that one of the items discussed was the City Manager's evaluation, and we all believe that he is doing a tremendous job and this was unanimous with the Council. We commend him on his leadership ability and for basically turning this ship around as far as finances. Mayor Reese also stated that we have a great team of employees that he has continued to build on as a cohesive unit and we thank him for this. The next part of the process is to do with his formal evaluation when we have a full Council (Councilman Gil McDougal was absent) and will discuss his compensation.

City Attorney David Mecklin reported that also in Executive Session we discussed the Annexation Arbitration Proceeding that is currently pending in Douglas County. Nothing has been scheduled on it but I did make a presentation to the council about what our options were with regard to proceeding with the annexation, and what all would be entailed in going forward with that. One of the options that is available to the City under the Annexation Arbitration Process is to make the decision to abandon the annexation request that's within the power of the City to take that action which would terminate any formal process before the Department of Community Affairs. This was discussed and is open for a motion in Open Session to do so. The motion would be "to abandon and terminate the annexation request that is currently pending that has been forwarded to the Department of Community Affairs and to formally abandon that annexation request." Motion was made by Councilman Verland Best to approve the motion stated by City Attorney David Mecklin.

RESULT:	APPROVED (UNANIMOUS)
MOVER:	Verland Best, Councilman
SECONDER:	Shirley Marchman, Councilwoman
AYES:	Best, Marchman, McPherson, Carter

There being no further business, a motion was made by Councilwoman Shirley Marchman to adjourn, seconded by Council Verland Best. Vote: 4-0. Motion approved.

Adjournment



Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Recreation Advisory Committee Appointment
AGENDA DATE: July 5, 2018

DATE PREPARED: June 29, 2018
PREPARED BY: Vicki Coleman

AMOUNT: N/A
GL ACCOUNT #: N/A

PURPOSE: To present to City Council consideration an application for the Recreation Advisory Committee board appointment.

BACKGROUND: Kwasi Hudson has applied for the Recreation Advisory Committee. He has previously volunteered as a recreation coach for the Parks, Recreation and Leisure Services Department. The application for board appointment is attached.

STAFF RECOMMENDATION: Approval

IMPACT: NA

MOTION: To approve Kwasi Hudson as an appointment to the Recreation Advisory Committee.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: August Summer Concert Alcohol License Agreement

AGENDA DATE: 7/05/2018

DATE PREPARED: 06/25/2018

PREPARED BY: Christopher G. Pike

AMOUNT: \$0

GL ACCOUNT #: N/A

PURPOSE: License agreement with The Olive Tree and the City of Villa Rica to provide for the sale of beer and wine at the August Summer Concert to be held on August 18, 2018 from 7pm-10pm at the MILL Amphitheatre.

BACKGROUND: There are two entities in the City of Villa Rica currently having a Caterers Alcohol Licenses, Events Unlimited "De Banquet" and The Olive Tree Restaurant. Staff reached out to both entities.

This agreement is for the 2018 August Summer Concert. The net proceeds of all gross sales exclusive of the cost and expenses for provision of the catering services split for 2018 will be 60% for the City and 40% for the Caterer.

There have been no issues related to alcohol sales at this event in the past.

STAFF RECOMMENDATION: Staff recommends the City enter into an agreement with The Olive Tree Restaurant for the purpose of supplying and managing beer and wine sales at the 2018 August Summer Concert.

IMPACT: Beer and wine will be able to be served during the 2018 August Summer Concert. The ability to serve beer and wine at the amphitheater has been a standing request from individuals attending Downtown focus groups and town hall meetings.

MOTION: I move we approve the 2018 License Agreement between the City of Villa Rica and The Olive Tree Villa Rica for the purpose of selling beer and wine at the 2018 August Summer Concert.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Villa Rica Court Information Technology Fee

AGENDA DATE: 07/10/2018

DATE PREPARED: 06/29/2018

PREPARED BY: Chief Michael P. Mansour

AMOUNT: No Cost

GL ACCOUNT #: 0

PURPOSE: To allow the City of Villa Rica Municipal Court to charge a \$15 Information technology fee on all allowable tickets.

BACKGROUND: This fee would be used to purchase equipment for the court and patrol cars including laptops, printers, software and furniture. This fee could also help our court become paperless with the purchase of the needed equipment.

STAFF RECOMMENDATION: Approve this ordinance that would allow our court to collect this Information Technology fee.

IMPACT: This could have a substantial impact on the budget for the Municipal Court in allowing this fee to pay for some of the equipment needed to make the court more efficient. Staff estimates this fee to collect approximately \$72,000.

MOTION: I make a motion to allow the Villa Rica Municipal Court to collect a \$15 Information technology fee which shall be added to any fine imposed by the municipal court for any conviction of any state law or local ordinance within the court's jurisdiction. The technology fee shall not be added to any fine in which Georgia law prohibits any additional fees to be added to such fine.

STATE OF GEORGIA
COUNTY OF CARROLL
COUNTY OF DOUGLAS

ORDINANCE NO. _____

AN ORDINANCE TO PROVIDE AN INFORMATION TECHNOLOGY FEE; TO PROVIDE THE PROCEDURE IN THE CASE OF MULTIPLE CITATIONS AND CONVICTIONS; TO PROVIDE A METHOD OF CHARGING SUCH FEE; TO PROVIDE AN AMOUNT CHARGED FOR SUCH FEE; TO REGULATE WHERE THE FUNDS WILL BE DEPOSITED; TO REGULATE HOW THE PROCEEDS FROM THE FEE SHOULD BE USED; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Villa Rica is responsible for establishing certain fees to cover expenses of the City of Villa Rica; and

WHEREAS, the Municipal Court of the City of Villa Rica incurs expenses for the technology in use to effectively manage the Municipal Court of Villa Rica including programs and services to accept payments online, manage information, and provide court services; and

NOW THEREFORE, it is hereby ordained by the City Council of Villa Rica, Georgia that from the effective date of this ordinance as follows:

SECTION 1: Information Technology Fee – An information technology fee shall be added to any fine imposed by the municipal court for any conviction of any state law or local ordinance within the court's jurisdiction.

SECTION 2: Multiple Citations and Convictions – In the event of multiple violations the fee shall be charged per violation of any of the laws or ordinances of the City of Villa Rica, Georgia or any laws of the State of Georgia.

SECTION 3: Amount of Fee – The fee shall be \$15.00 dollars. Mandatory state add-ons shall be calculated based on the sum of the underlying fine in addition to the information technology fee.

SECTION 4: Deposits and Use – The information technology fee shall be deposited in the city's general fund, but shall be traced and only be used for expenditures related to technology needs in the municipal court of the City of Villa Rica, Georgia and any ancillary financial technology needs of the municipal court of the City of Villa Rica, Georgia. Funds collected pursuant to this ordinance shall be accounted for by the City and shall be used only for the purposes authorized in this section at the direction of the City Manager.

SECTION 5: Exceptions – The technology fee shall not be added to any fine in which Georgia law prohibits any additional fees to be added to such fine. Examples of such violations are failure to wear a safety belt pursuant to O.C.G.A. 40-8-76.1(E)(2) and failure to not properly restrain a child passenger in an automobile pursuant to O.C.G.A. 40-8-76(B)(2).

SECTION 6: If any portion of this ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect nor impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

All ordinances and parts of ordinances in conflict herewith are hereby repealed. This ordinance shall become effective immediately upon its passage.

IT IS SO ORDAINED this _____ day of _____, 2018.

CITY OF VILLA RICA

By: _____
Jeff Reese, Mayor

Attest:

Alisa Doyal, City Clerk



CITY OF VILLA RICA
FINANCIAL UPDATE
May 2018

CASH			SELF-FUNDED INSURANCE		
	5-31-2017	5-31-2018			
Total Cash in Bank	\$ 6,140,200	\$ 8,721,334			
General Fund	\$ 5,681,098	\$ 5,573,908			
Water/Sewer Fund	\$ (744,575)	\$ 1,401,428			
Sanitation/Solid Waste	\$ (316,913)	\$ (437,280)			
2008 Carroll SPLOST	\$ 688,285	\$ 582,436			
2015 Carroll SPLOST	\$ 840,833	\$ 204,168			
2016 Douglas SPLOST	\$ 68	\$ 293,192			
			United Healthcare	Self-Funded	Cash Outlay
			Premiums Paid	Admin + Claims Paid	Difference
			Oct-Dec '16 338,617	Oct-Dec '17 219,994	118,623
			Jan-Mar '17 342,474	Jan-Mar '18 262,380	80,094
			April 2017 110,895	April 2018 85,294	25,601
			May 2017 109,751	May 2018 72,089	37,662
			TOTALS \$ 901,736	\$ 639,756	\$ 261,980
OTHER HIGHLIGHTS			GROWTH		
	2017	2018		2017	2018
Sales Tax Revenue	\$ 947,727	\$ 1,086,986	<i>Residential</i>	# Amount	# Amount
Hotel-Motel Tax Revenue	\$ 59,956	\$ 100,281	Building Permits	28 \$ 37,509	93 \$ 145,537
Water Purchases	\$ 197,285	\$ 78,448	Water Taps	24 \$ 36,000	92 \$ 140,600
Total # of Employees	143	152	Sewer Taps	21 \$ 84,000	88 \$ 356,250
(Excludes Seasonal)			<i>Commercial</i>	# Amount	# Amount
			Building Permits	5 \$ 15,660	- \$ -
			Water Taps	1 \$ 2,300	- \$ -
			Sewer Taps	- \$ -	- \$ -
BUSINESS ACTIVITY			SANITATION/ SOLID WASTE		
WATER/SEWER	2017	2018		2017	2018
Water Revenue	\$ 978,755	\$ 1,042,681	Sanitation Revenue	\$ 221,991	\$ 269,612
Sewer Revenue	\$ 843,662	\$ 1,171,144	Solid Waste Revenue	\$ 89,913	\$ 134,085
Misc. Revenue	\$ 464,144	\$ 579,622	Misc. Revenue	\$ -	\$ 43,056
Total Revenue	\$ 2,286,562	\$ 2,793,448	Total Revenue	\$ 311,904	\$ 446,753
Water Expenses	\$ 624,750	\$ 487,545	Sanitation Expenses	\$ 251,804	\$ 277,030
Sewer Expenses	\$ 592,866	\$ 625,520	Solid Waste Expenses	\$ 167,843	\$ 282,341
Dist./Coll. Expenses	\$ 407,630	\$ 521,691	Depreciation	\$ 4,165	\$ 32,278
Debt Expense	\$ 716,513	\$ 951,059	Total Expenses	\$ 423,813	\$ 591,649
Depreciation	\$ 613,823	\$ 627,750			
Total Expenses	\$ 2,955,581	\$ 3,213,565			
Net Income (Loss)	\$ (669,020)	\$ (420,117)	Net Income (Loss)	\$ (111,908)	\$ (144,896)



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: LEASE AGREEMENT WITH GASTON OUTDOOR ADVERTISING

AGENDA DATE: 07/10/2018

DATE PREPARED: 06/19/2018

PREPARED BY: Tom Barber

AMOUNT: N/A

GL ACCOUNT #: N/A

PURPOSE: To approve a new lease agreement with Gaston Outdoor Advertising for a billboard structure located on City property between Harper Street and the north side of I-20.

BACKGROUND: The City currently is party to a ground lease with Gaston Outdoor Advertising which expires in early 2019. The Lessee would like to renew the lease now in order to confidently expend funds on tree removal around the sign. The new 10-year lease would begin on March 1, 2019. Compensation will either be the use of a sign face or \$450 per month, at the City's discretion.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT:

MOTION: I move that we authorize the City Manager to execute the attached lease agreement with Gaston Outdoor Advertising, effective March 1, 2019.

BILLBOARD LEASE

Number: _____

LESSOR: City of Villa Rica, a political subdivision of the State of Georgia ("City")
571 W. Bankhead Highway
Villa Rica, GA 30180
Attn: City Manager

LESSEE: Gaston Outdoor Advertising ("Gaston")
P. O. Box 648
Carrollton, GA 30112
Attn: Allen Gaston

This Billboard Lease is made as of the _____ day of _____, 2018, by and between City and Gaston.

1. PREMISES. City does hereby lease and demise to Gaston, as space for outdoor advertising purposes, a portion of the real property located in the City of Villa Rica, Georgia, as more fully designated in Exhibit "A" attached hereto and by this reference made a part hereof (such designated area hereinafter being called the "Premises").

2. TERM. The term of this Lease shall be ten (10) years beginning on the first day of March, 2019 (the "Commencement Date") and ending on the 28th day of February, 2029, subject to the conditions of Paragraph 8 hereof and Georgia law concerning long term agreements by municipalities.

3. RENTAL.

(a) In lieu of rent for the space provided by the City to Gaston, Gaston agrees to provide one year round advertising face on one of Gaston's signs located on I-20. Gaston shall give the City a choice of any open sign face over which he has ownership or control on I-20. Gaston shall be responsible for placing one permanent face on a sign of the City's choosing in lieu of rent. The City shall be able to select the advertising space by giving Gaston notice of at least sixty (60) days. The City shall pay the production cost for this face. If the City chooses to change this face out more than once per year the City shall be responsible for the production and installation costs at Gaston's lowest available rate.

(b) At the City's discretion, the City may at any time during the term of the lease, choose to have Gaston pay rent at the rate of \$450 per month instead of the provision of the sign face in subsection 3(a) above. The City may during the time of the lease alternate between provision of advertising space and payment of rent.

(c) At Gaston's discretion, City may also request free use of any vacant sign spaces to promote special local events. Any and all production and installation costs for signs pursuant to this provision shall be charged to the City at Gaston's standard and customary rates.

4. USE. The Property is leased for the sole purpose of construction, operations and maintenance of a single outdoor advertising display and no other purpose whatsoever. Gaston shall have the right to erect, place and maintain a single advertising sign structure and equipment therefor on the Premises, and to post, paint, illuminate and maintain advertisements on such

structure. All structures, equipment and materials placed upon the said Premises by Gaston shall always remain the property of, and may be removed by Gaston at any time prior to or within a reasonable time after the expiration of the term hereof or any extension hereof, provided Gaston shall first give City no less than one business day's prior notice of Gaston's intention to remove any sign structure. Notwithstanding anything to the contrary contained herein, Gaston, at its sole cost and expense, shall remove all structures, equipment and materials from the Premises within thirty (30) days of the expiration or termination of this Lease, unless City specifically consents in writing to such structures, equipment and materials remaining in place. The parties agree that nothing in this lease shall be construed to prevent them from negotiating to continue the lease on mutually acceptable terms.

5. CONSTRUCTION. At the commencement of this lease there is an outdoor advertising structure in place on the premises. If the structure is to be changed during the term of this lease Gaston shall obtain the permission of the City before construction of a new structure.

6. INSURANCE AND INDEMNIFICATION.

(a) Gaston shall maintain, at Gaston's sole cost and expense, liability insurance for any and all damages resulting in personal injury or property damage in connection with the erection, servicing, maintenance, removal, or replacement of the sign structure, equipment and other property placed on the Premises by Gaston and all other occurrences arising out of Gaston's use of the Premises. Such insurance shall contain a provision that the policy shall not be terminated, amended or altered except upon 30 days prior written notice to City. Gaston shall provide proof of such insurance to City no less frequently than annually, if requested.

(b) Gaston shall also maintain at all times business automobile liability insurance and workers' compensation insurance in amounts no less than required by law and as would be maintained by a prudent firm undertaking Gaston's line of work.

(c) Gaston hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect, save harmless, the City of Villa Rica, and all of their respective entities, and all respective officers, employees, directors, elected and appointed officials, members of authorities, boards and commissions and agents of and from any and all claims, demands, liabilities, losses, costs or expenses for any loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, and attorneys' fees, caused by, growing out of, or otherwise happening in connection with the City's use of the Premises, due to any act or omission on the part of Gaston, its agents, employees or others working at the direction of Gaston or on its behalf, or due to any breach of this Lease by Gaston, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by Gaston. This indemnification applies whether: (i) the activities involve third parties or employees or agents of Gaston or of any City entity; or (ii) City is partially responsible for the situation giving rise to the claim; provided, however, this indemnification does not apply to the extent of the sole negligence of the City of Villa Rica and its officers or employees. This indemnification extends to the successors and assigns of Gaston, and this indemnification survives the expiration or termination of the Lease and the dissolution or, to the extent allowed by law, the bankruptcy of Gaston. To the full extent permitted by the Constitution and the laws of the State of Georgia, Gaston and its insurers waive any right of subrogation against the City of Villa Rica, or its respective officers, employees, elected and appointed officials, members of authorities, boards and commissions and agents, and its respective insurers, to the full extent of this indemnification.

7. SUBLEASING AND ASSIGNMENT. Gaston shall not have the right to sublease the Premises under the terms and conditions contained herein or assign this Lease without the specific written consent of the City.

8. TERMINATION. Gaston shall have the right to cancel this Lease upon thirty (30) days prior written notice to City if Gaston is prevented by any present or future law, regulation or ordinance from constructing or maintaining its billboard on the Premises.

9. LESSOR'S COVENANTS. City covenants to Gaston that:

(a) As of the Commencement Date, it will have the authority to carry out City's obligations under this Lease; and

(b) City will not permit any other billboards to be erected on the Premises;

10. LESSEE'S COVENANTS. Gaston covenants to City that it will:

(a) Abide by the rental terms pursuant to this Lease and abide by all of its terms and conditions;

(b) Keep all signs, structures, billboard, equipment and related property placed on the Premises by Gaston in good repair and condition;

(c) Use its best efforts to promptly attempt to maintain all permits necessary for construction, maintenance and use of the advertising structure on the Premises, all at Gaston's sole cost and expense;

(d) Comply with all laws, regulations, ordinances and rules including but not limited to any and all environmental laws, rules and regulations, applicable to the construction, erection, maintenance, replacement and removal of signs, sign structures and equipment used or placed on the Premises;

(e) Not place in or on nor bring in or onto the Premises, any hazardous substance. For purposes hereof, "hazardous substance" shall include any gas, liquid, solid or combination thereof which is regulated by an federal, state or local governmental entity due to its potentially deleterious effect on human health or the human or natural environment;

(f) Pay, when due, all taxes and assessments upon Gaston's structures, equipment and materials on the Premises, including any taxes payable on the land by virtue of its use by Gaston;

(g) Contract for and pay for all charges for utilities, including electricity, communications and similar charges applicable to the Premises, plus any applicable sales or other taxes thereon, as and when such charges become due and payable;

(h) Keep the premises neat and free from garbage and trash;

(i) Do all things necessary to prevent the filing of any mechanic's or other liens against the Premises by reason of any work, labor, services or materials performed or supplied or claimed to have been performed or supplied to City or anyone holding the Premises or any part thereof through or under Gaston; and

(j) Not accept or place any advertising in or on any structure on the Premises for any entity, product or activity which is objectionable to City in its reasonable discretion, it being acknowledged by Gaston that the Premises are local governmental property and located in the immediate vicinity of a public school. If Gaston is notified by the City of its objection to a sign, Gaston agrees to take action to address the City's concerns.

11. ACCESS AND TRIMMING OF VEGETATION.

(a) Access to the Premises exists as of the time of this agreement, and City, at its expense, shall maintain any drive or access road necessary for Gaston's access to the Premises. City, at its expense, shall maintain such access in reasonable condition at all times, so as to prevent erosion.

(b) Gaston shall not cut, trim, remove or spray any trees, bushes, brush or other vegetation on or about the Premises without City's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, it being acknowledged by City that the purpose of this Lease is to provide a location where Gaston's sign(s) are viewable by persons in vehicles on Interstate Highway 20. All such cutting, trimming, removal and spraying shall be done in a reasonable manner and shall not be undertaken on any trees, bushes, brush or other vegetation on land not owned by City. All cuttings shall be removed from the Premises and not left or burned thereon. City agrees to be responsible for Bush hogging around the sign on this premises. Gaston may request the City to provide such other reasonable maintenance on the premises that will benefit the use of the leased property.

12. TRADING WITH CITY EMPLOYEES. Gaston shall not violate any code of conduct governing City's employees or elected or appointed City officials, including members of the Villa Rica City Council, and the City's various commissions, boards and authorities.

13. WAIVER. The waiver by City of the breach of any provision contained in this Lease shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in the Lease. No such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

14. CAPTIONS. Paragraph captions throughout this Lease are inserted for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease or as a limitation of the scope of the particular paragraph to which they refer.

15. BROKERS. Each of the parties represents and warrants that there are no claims for brokerage commissions, finders' fees or consultants' fees in connection with this Lease, and each party agrees to indemnify and defend the other party against, and hold it harmless from, all liability arising from any such claim, including without limitation attorney's fees, arising from any person or entity claiming any such compensation through that party.

16. MISCELLANEOUS.

(a) This Lease shall create the relationship of landlord and tenant and no estate shall pass out of City. Gaston has only a usufruct, not subject to levy and sale, and not assignable by Gaston except as otherwise provided herein.

(b) The use of gender shall include all genders. The singular number shall include the plural, or the plural the singular, as the context may require.

(c) This Lease shall be binding on the parties hereto and the respective successors, and to the extent assignable on the assigns or nominees of the parties hereto.

(d) Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to City or Gaston, as the case may be, at the addresses set forth at the beginning of this Lease or, in the alternative, via hand delivery or any recognized overnight delivery service.

(e) This Lease shall be governed by and construed in accordance with the laws of the State of Georgia.

(f) In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(g) This Lease constitutes the complete, final and exclusive agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties in connection with this subject matter.

(h) Although the printed provisions of this Lease may have been drafted by one party, each party represents that it has had the opportunity to seek the full advice of counsel, the terms of this Lease were fully negotiated by the parties, and no provisions of this Lease shall be automatically construed for or against either party, but this Lease shall be interpreted in accordance with the general meaning of the language herein contained in an effort to reach the intended result.

(i) This Lease and the terms and conditions herein may not be modified except by a writing, signed by all parties hereto.

(j) Time is of the essence of this Lease.

(k) City may freely assign, hypothecate, transfer and convey any or all of its rights, privileges, duties and obligations hereunder.

(l) Gaston shall not assign any of its rights, privileges, duties or obligations hereunder or sublease the Premises except in strict conformity with Paragraph 7 above.

(m) This Lease may be executed in counterparts with each copy having the full force and effect as if one agreement were executed.

[The following page is the signature page.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Lease as of the date first set forth above.

LESSOR:

City of Villa Rica, a political subdivision of the State of Georgia

Witness or Attest

By: _____

Title: _____

LESSEE:

Gaston Outdoor Advertising

Witness or Attest

By: _____

Title: _____

EXHIBIT "A"

DESIGNATION OF PREMISES



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approval of Additional Funds for the Construction of a Retaining Wall at Hillcrest Cemetery by DL Masonry, LLC

AGENDA DATE: 7/10/2018

DATE PREPARED: 06/29/2018

PREPARED BY: Tom Barber

AMOUNT: \$75,000

GL ACCOUNT #: 320-4950-541400

PURPOSE: To authorize additional funds for the construction of a retaining wall and fence at Hillcrest Cemetery.

BACKGROUND: The fence line along the west side of Hillcrest Cemetery, adjacent to Dr. Woodall's dentist office, has been in disrepair for more than a decade. City Council approved Danny Lee Orr's company, DL Masonry, LLC, to construct a new retaining wall and fence in an amount not to exceed \$20,000. Once the old fence, trees, and scrubs were removed it became apparent that the damage was much more extensive than originally hoped. In addition, heavy rains during the repair have caused the collapse of sections of the wall that require additional work.

STAFF RECOMMENDATION: To approve a total allowance for the project not to exceed \$75,000.00.

IMPACT: The new retaining wall will prevent several grave sites from sliding onto private property. The wall will provide a safe and secure perimeter to the west side of the cemetery.

MOTION: I move that we change the authorized allocation for the retaining wall and fence project with DL Masonry from \$20,000 to an amount not to exceed \$75,000.00.

ESTIMATE

DL Masonry LLC

Date: 06/21/18

Home Improvements

115 Zoie Court Fayetteville, GA 30215

Danny Lee Orr 404-322-5368 email: orrlee5@gmail.com

TO: City of Villa Rica
571 W. Bankhead Hwy.
Villa Rica, GA 30180
Attn: Charles Davis

JOB LOCATION: Hillcrest Cemetery
Villa Rica ~ GA

SCOPE OF WORK: Demo, excavate and reinstall 300 Ln. Ft. x 5' of retaining wall.
Wall to consist of block, on concrete footer, surfaced with synthetic stone and cap.
Wall to be poured solid with concrete and re bar, back-filled with french drain and gravel, and contain weep-holes for drainage. Repair and patch four existing plots with per tenant masonry. Install 300 Ln. Ft. x 4' high of chain link fence on top of masonry wall. Clean dentist parking lot. Clean up and remove all debris.

JOB DESCRIPTION ~

MASONRY WALL (Concrete, Block, Stone, Cap)

Unit Size ~ 300 Ln. Ft. x 5' high \$68,500.00

FENCING (Chain Link)

Unit Size ~ 300 Ln. Ft. x 4' high \$6,500.00

INCLUDES ALL LABOR & MATERIALS

JOB TOTAL \$75,000.00

Respectfully Submitted By Danny Lee Orr
Thank You For The Opportunity!

Remodeling & New Construction ~ Design & Installation
Masonry & Hardscapes Concrete ~ Stone ~ Brick ~ Paver ~ Tile



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: COMCAST FRANCHISE RENEWAL

AGENDA DATE: 07/10/2018

DATE PREPARED: 06/19/2018

PREPARED BY: Tom Barber

AMOUNT: N/A

GL ACCOUNT #: N/A

PURPOSE: To approve a new franchise agreement with Comcast.

BACKGROUND: The City's franchise agreement with Comcast expired in 2013. Comcast has submitted a new agreement for our consideration.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT:

MOTION: I move that we authorize the City Manager to execute the attached franchise agreement with Comcast, effective July 10, 2018.

Tom Barber

From: Jones, Deyanna <Deyanna_Jones@comcast.com>
Sent: Tuesday, May 29, 2018 3:52 PM
To: Tom Barber
Subject: Comcast/Villa Rica Franchise Renewal
Attachments: Villa Rica Franchise Renewal 2018.docx

Good evening Mr. Barber!

Upon review of our franchise files, it appears the Comcast of the South/Villa Rica franchise agreement expired in 2013. Attached is a draft of the proposed franchise agreement for your review. The current agreement was executed in 1980. Below is a summary of key provisions in the new agreement.

- The agreement maintains the quarterly payment of a five percent (5%) franchise fee.
- The proposed agreement includes changing the gross revenue definition to include the following categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions and bad debt. This aligns with the definition under the state video franchise which was adopted in 2007.
- If any audit reveals an underpayment by Comcast of more than 10% during an audit period, Comcast shall be responsible for the City's reasonable costs associated with the audit.
- The proposed agreement includes a franchise term of ten (10) years.
- Comcast is required to restore the streets using the State DOT standards in the event construction or maintenance related to the cable system takes place that involves disturbance of the streets and pavement.
- Throughout the agreement, Comcast shall maintain and operate the cable system in accordance with the testing procedures and the technical performance standards outlined by the FCC.
- The proposed agreement incorporates the Federal Customer Service Standards, significantly increases insurance requirements and includes construction standards.
- Unlike a State Franchise, the proposed agreement contains enforcement provisions to enable the County to enforce the provisions of the agreement.

Please let me know if you have any questions regarding the proposed agreement.

Regards,

Deyanna Jones-Respress
Director, External Affairs
Comcast – Big South Region
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deyanna_jones@comcast.com

Franchise Agreement

between the

City of Villa Rica, Georgia

and

Comcast of the South

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AGREEMENT

This **AGREEMENT** is effective as of the ____ day of _____, 2018 (the “Effective Date”), and is between the City of Villa Rica, Georgia, (the “Franchising Authority” or the “City”), and Comcast of the South (the “Company”). For purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in Appendix A.

The Franchising Authority, having determined that the financial, legal, and technical ability of the Company is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future cable-related needs of the community and that, as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement, desires to enter into this Agreement with the Company for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

SECTION 1 GRANT OF AUTHORITY

1.1 Grant of Franchise. The Franchising Authority hereby grants under the Cable Act a nonexclusive franchise (the “Franchise”) to occupy and use the Streets within the Franchise Area in order to construct operate, maintain, upgrade, repair, and remove the Cable System, and provide Cable Services through the Cable System, subject to the terms and conditions of this Agreement. This Franchise authorizes Cable Service, and it does not grant or prohibit the right(s) of the Company to provide other services.

1.2 Term of Franchise. This Franchise shall be in effect for a period of ten (10) years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.

1.3 Renewal. Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may lawfully be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority’s right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for its use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets. Notwithstanding the above, in the event of any conflict between this Agreement and any code or ordinance adopted by the Franchising Authority, the terms and conditions of this Agreement shall prevail.

1.5 Competitive Equity and Subsequent Action Provisions.

1.5.1 Purposes. The Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to City residents; and changes in the scope and application of the traditional regulatory framework governing the provision of Video Services are being considered in a variety of federal, state, and local venues. To foster an environment where all Cable Service Providers and Video Service Providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to City residents; promote local communications infrastructure investments and economic opportunities in the City; and provide flexibility in the event of subsequent changes in the law, the Company and the Franchising Authority have agreed to the provisions in this Section 1.5, and these provisions should be interpreted and applied with these purposes in mind. The parties agree that the Franchising Authority shall not be required to execute a franchise agreement or authorization with a competitive CSP or VSP that is identical, word-for-word, with this Agreement to avoid triggering the provisions of this Section 1.5, so long as the regulatory and financial burdens on and benefits to each CSP or VSP are materially equivalent to the burdens on and benefits to the Company. “Materially equivalent” provisions include but are not limited to: franchise fees and the definition of Gross Revenues; system build-out requirements; security instruments; public, education and government access channels and support; customer service standards; and audits.

1.5.2 Fair Terms for All Providers. Notwithstanding any other provision of this Agreement or any other provision of law,

(a) If any VSP or CSP enters into any agreement with the Franchising Authority to provide Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and the Company, upon written request of the Company, will use best efforts in good faith to negotiate the Company’s proposed Franchise modifications, and such negotiation will proceed and conclude within sixty (60) days, unless that period is reduced or extended by mutual agreement of the parties. If the Franchising Authority and the Company agree to Franchise modifications pursuant to such negotiations, then the Franchising Authority shall amend this Agreement to include the modifications.

If there is no written agreement or other authorization between the new VSP or CSP and the Franchising Authority, the Company and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines an agreement or authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs or CSPs, taking into account the terms and conditions under which the new VSP or CSP is allowed to provide Video Services or Cable Services to Subscribers in the Franchise Area.

(b) Following the Franchise modification negotiations provided for in Section 1.5.2(a), if the Franchising Authority and the Company fail to reach agreement in such negotiations, the Company may, at its option, elect to replace this Agreement by opting in to the same franchise agreement or other lawful authorization that the Franchising Authority has granted to the new VSP or CSP. If the Company so elects, the Franchising Authority shall adopt the Company's replacement agreement at the next regularly scheduled city council meeting.

(c) The Franchising Authority shall at all times enforce the state and federal ban on providing Cable Service without a franchise. The Franchising Authority's enforcement efforts shall be continuous and diligent throughout the term of this Agreement. Should the Franchising Authority not commence enforcement efforts within sixty (60) days of becoming aware of a VSP or CSP providing Video Service or Cable Service within the Franchise Area, the Company shall have the right to petition the Franchising Authority for the relief provided in Section 1.5.2 above.

(d) This Section 1.5.2 shall not apply for VSPs or CSPs providing Video Service or Cable Service in the Franchise Area under the authorization of the Georgia Consumer Choice for Television Act (O.C.G.A. § 36-76-1, *et seq.*).

1.5.3 Subsequent Change in Law. If there is a change in federal, state, or local law that provides for a new or alternative form of authorization, subsequent to the Effective Date, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of law, upon the written request and at the option of the Company, the Franchising Authority shall: (i) permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area. The Franchising Authority and the Company shall implement the provisions of this Section 1.5.3 within sixty (60) days after the Company submits a written request to the Franchising Authority. Should the Franchising Authority fail to implement these provisions within the time specified, this Agreement shall, at the Company's option and upon written notice to the Franchising Authority, be deemed amended as initially requested by the Company under this Section 1.5.3. Notwithstanding any provision of law that imposes a time or other limitation on the Company's ability to take advantage of the changed law's provisions, the Company may exercise its rights under this Section 1.5.3 at any time, but not sooner than thirty (30) days after the changed law goes into effect.

1.5.4 Effect on This Agreement. Any agreement, authorization, right, or determination to provide Cable Services or Video Services to Subscribers in the Franchise Area under this Section 1.5 shall supersede this Agreement.

SECTION 2 THE CABLE SYSTEM

2.1 The System and Its Operations.

2.1.1 Service Area. As of the Effective Date, the Company operates a Cable System within the Franchise Area.

2.1.2 System. As of the Effective Date, the Company maintains and operates a Cable System capable of providing over 250 Channels of Video Programming, which Channels may be delivered by analog, digital, or other transmission technologies, at the sole discretion of the Company.

2.1.3 System Technical Standards. Throughout the term of this Agreement, the Cable System shall be designed, maintained, and operated such that quality and reliability of System Signal will be in compliance with all applicable consumer electronics equipment compatibility standards, including but not limited to Section 624A of the Cable Act (47 U.S.C. § 544a) and 47 C.F.R. § 76.630, as may be amended from time to time.

2.1.4 Testing Procedures; Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC.

2.2 Requirements with Respect to Work on the System.

2.2.1 General Requirements. The Company shall comply with ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers and generally applicable to all users of the Streets. To the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

2.2.2 Protection of Underground Utilities. Both the Company and the Franchising Authority shall comply with the Georgia Utility Facility Protection Act (O.C.G.A. § 25-9-1, *et seq.*), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

2.3 Permits and General Obligations.

2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The Franchising Authority shall not charge the Company, and the Company shall not be required to pay, any fee or charge for the issuance of permits, licenses, or other approvals, as such payments are included in the franchise fees described in Section 4 below. The Franchising Authority shall make all reasonable efforts to issue permits, licenses, or other approvals within ten (10) business days. The Company shall be solely responsible, either through its employees or its authorized contractors, for constructing, installing, and

maintaining the Cable System in a safe, thorough, and reliable manner in accordance with all applicable standards and using materials of good and durable quality. The Company shall assure that any person installing, maintaining, or removing its facilities is fully qualified and familiar with all applicable standards. No third party shall tamper with, relocate, or otherwise interfere with the Company's facilities in the rights-of-way without the Company's approval and supervision; provided, however, that the Company shall make all reasonable efforts to coordinate with other users of the Streets to facilitate the execution of projects and minimize disruption in the public rights-of-way. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Cable System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes. The parties agree that at present, Cable Systems are not subject to the low voltage regulations of the National Electric Code, National Electrical Safety Code, or other such codes or regulations. In the event that the applicable codes are revised such that Cable Systems become subject to low voltage regulations without being grandfathered or otherwise exempted, the Company will thereafter be required to comply with those regulations.

2.4 Conditions on Street Occupancy.

2.4.1 New Grades or Lines. If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company shall, upon at least ninety (90) days' advance written notice from the Franchising Authority and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with the new grades or lines. If public funds are available to any Person using the Street for the purpose of defraying the cost of any of the foregoing work, the Franchising Authority shall make application for such funds on behalf of the Company. The Company shall be entitled to reimbursement of its costs should any other utility be so compensated as a result of a required protection, alteration, or relocation of its facilities. Notwithstanding the above, the Company shall not be liable for the cost of protecting, altering, or relocating facilities, aerial or underground, where such work is required to accommodate a streetscape, sidewalk, or private development project.

2.4.2 Relocation at Request of Third Party. The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Company agrees to arrange for such temporary relocation to be accomplished as soon as reasonably practicable, not to exceed ninety (90) days without the prior agreement of the Franchising Authority.

2.4.3 Restoration of Streets. If in connection with construction, operation, maintenance, or repair of the Cable System, the Company disturbs, alters, or damages any Street, the

Company agrees that it shall at its own cost and expense restore the Street according to the standards set forth in the Georgia Department of Transportation's Utility Accommodation Policy and Standards Manual. If the Franchising Authority reasonably believes that the Company has not restored the Street appropriately, then the Franchising Authority, after providing ten (10) business days' advance written notice and a reasonable opportunity to cure, may have the Street restored and bill the Company for the cost of restoration.

2.4.4 Trimming of Trees and Shrubbery. The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Company's wires, cables, or other equipment, the cost of which trimming shall not be borne by the Franchising Authority.

2.4.5 Aerial and Underground Construction. If at the time of Cable System construction all of the transmission and distribution facilities of all of the respective public or municipal utilities in the construction area are underground, the Company shall place its Cable System's transmission and distribution facilities underground. At the time of Cable System construction, in any place within the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Company shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground; however, at such time as all existing aerial facilities of the respective public or municipal utilities are placed underground, the Company shall likewise place its facilities underground, subject to the provisions of Section 2.4.1. Company facilities placed underground at the property owner's request in any area where any of the transmission or distribution facilities of the respective public or municipal utilities are aerial shall be installed with the additional expense paid by the property owner. Nothing in this Section 2.4.5 shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

2.4.6 New Developments. The Franchising Authority shall provide the Company with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer to give the Company access to open trenches for deployment of cable facilities and at least thirty (30) days' written notice of the date of availability of open trenches. Notwithstanding the foregoing, the Company shall not be required to utilize any open trench.

2.4.7 Use of Existing Poles. Where possible, the Company shall attach its facilities to existing utility poles and shall use all reasonable efforts to enter into a pole attachment agreement with the owners of such existing utility poles.

2.5 Change in Franchise Area. In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written notice of such change, including an updated map and an electronic list of all addresses in the Franchise Area. Franchise fees on gross revenues earned from Subscribers in annexed areas shall not be payable to the Franchising Authority until sixty (60) days after the Company's receipt of

such updated map and electronic list of addresses, and shall not be remitted to the Franchising Authority until the next regularly scheduled quarterly franchise fee payment as provided in Section 4.1.2 below.

SECTION 3 CUSTOMER SERVICE

Customer Service. The Company shall comply in all respects with the requirements set forth in Appendix B. Individual violations of those requirements do not constitute a breach of this Agreement.

SECTION 4 COMPENSATION AND OTHER PAYMENTS

4.1 Compensation to the Franchising Authority. As compensation for the Franchise, the Company shall pay or cause to be paid to the Franchising Authority the amounts set forth in this Section 4.1.

4.1.1 Franchise Fees—Amount. The Company shall pay to the Franchising Authority franchise fees in an amount equal to five percent (5%) of Gross Revenues derived from the operation of the Cable System to provide Cable Services in the Franchise Area.

4.1.2 Franchise Fees—Payment. Payments of franchise fees shall be made on a quarterly basis and shall be remitted not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement.

4.1.3 Company to Submit Franchise Fee Report. The Company shall submit to the Franchising Authority, not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of franchise fees is being made, which report shall enumerate, at a minimum, the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt.

4.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company's records shall take place at a location, in the State of Georgia, determined by the Company. The Franchising Authority is prohibited from removing any records, files, spreadsheets, or any other documents from the site of the audit. In the event that the Franchising Authority takes notes of any documents, records, or files of the Company for use in the preparation of an audit report, all notes shall be returned to the Company upon completion of the audit. The audit period shall be limited to three (3) years preceding the

end of the quarter of the most recent payment. Once the Company has provided information for an audit with respect to any period, regardless of whether the audit was completed, that period shall not again be the subject of any audit.

If, as a result of an audit or any other review, the Franchising Authority determines that the Company has underpaid franchise fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants. The Franchising Authority shall provide the Company with a written notice of audit results and a copy of the final report presented to the Franchising Authority. The Company shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within forty-five (45) days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

4.2 Payments Not to Be Set Off Against Taxes or Vice Versa. The parties agree that the compensation and other payments to be made pursuant to this Section 4 are not a tax and are not in the nature of a tax. The Company and the Franchising Authority further agree that the provisions of O.C.G.A. § 36-76-6(h) apply to this Agreement. The Franchising Authority and the Company further agree that no additional business license fees, occupational license fees, or permit fees shall be assessed on the Company related to the provision of services or the operation of the Cable System, nor shall the Franchising Authority levy any other tax, license, fee, or assessment on the Company or its Subscribers that is not generally imposed and applicable to a majority of all other businesses.

4.3 Interest on Late Payments. If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month.

4.4 Service to Governmental and Institutional Facilities.

4.4.1 Complimentary Installation and Service. The Company shall, within thirty (30) days of receipt of a written request by the Franchising Authority, provide complimentary standard installation and complimentary Basic Service on one outlet for each public primary or secondary school and public library located within the Franchise Area no more than one hundred twenty-five (125) feet from the nearest point of connection to the distribution plant. If a public primary or secondary school or public library within the Franchise Area is located more than one hundred twenty-five (125) feet from the nearest point of connection to the distribution plant, the Company shall, within thirty (30) days of receipt of a written request from the Franchising Authority, provide a written estimate for the cost of extending the distribution plant to the school or library, as well as any necessary interior wiring costs.

4.4.2 Government Discounts. The Company may provide a government discount rate if the Franchising Authority requests additional outlets at a public school or public library or requests Cable Service to any other government facility within the Franchise Area.

SECTION 5 COMPLIANCE REPORTS

5.1 Compliance. The Franchising Authority hereby acknowledges that as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement and all material laws, rules, and ordinances of the Franchising Authority.

5.2 Reports. Upon written request by the Franchising Authority and subject to Section 631 of the Cable Act, the Company shall promptly submit to the Franchising Authority such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain and make available to the public those documents required pursuant to the FCC's rules and regulations.

5.4 Treatment of Proprietary Information. The Franchising Authority agrees to treat as confidential, to the maximum extent allowed under the Georgia Open Records Act (O.C.G.A. § 50-18-70, *et seq.*) or other applicable law, any requested documents submitted by the Company to the Franchising Authority that are labeled as "Confidential" or "Trade Secret" prior to submission. In the event that any documents submitted by the Company to the Franchising Authority are subject to a request for inspection or production, including but not limited to a request under the Georgia Open Records Act, the Franchising Authority shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in Section 9.6 of this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records, including seeking an injunction against the release of the requested records. Upon receipt of said notice, the Company may review the requested records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" any additional portions of the requested records that contain confidential or proprietary information.

5.5 Emergency Alert System. Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Company and its employees, officers, and assigns harmless from any claims arising out of use of the Emergency Alert System, including but not limited to reasonable attorneys' fees and costs.

SECTION 6 ENFORCEMENT

6.1 Notice of Violation. If the Franchising Authority believes that the Company has not complied with the terms of this Agreement, the Franchising Authority shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem, the Franchising Authority shall notify the Company in writing of the nature of the alleged noncompliance (“Violation Notice”).

6.2 Company’s Right to Cure or Respond. The Company shall have thirty (30) days from the receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot be cured within thirty (30) days, initiate reasonable steps to remedy the matter and provide the Franchising Authority a projected resolution date in writing.

6.3 Hearing. If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged noncompliance is not remedied within the cure period set forth above, the Franchising Authority’s governing body shall schedule a hearing if it intends to continue its investigation into the matter. The Franchising Authority shall provide the Company at least thirty (30) days’ prior written notice of the hearing, specifying the time, place, and purpose of the hearing. The Company shall have the right to present evidence and to question witnesses. The Franchising Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Company may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

6.4 Enforcement. Subject to applicable federal and state law, if after the hearing provided for in Section 6.3, the Franchising Authority determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may

- (a) seek specific performance;
- (b) commence an action at law for monetary damages or seek other equitable relief; or
- (c) in the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with subsection 6.5 below.

6.5 Revocation.

6.5.1 After the hearing and determination provided for in Section 6.3 and prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have thirty (30) days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the alleged default. If the Franchising Authority is not satisfied with the Company’s response, the Franchising Authority may seek to revoke the Franchise at a public hearing. The Company shall be given at least thirty (30) days’ prior written notice of the public hearing,

specifying the time and place of the hearing and stating the Franchising Authority's intent to revoke the Franchise.

6.5.2 At the public hearing, the Company shall be permitted to state its position on the matter, present evidence, and question witnesses, after which the Franchising Authority's governing board shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days. The decision of the Franchising Authority's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such decision to an appropriate court, which shall have the power to review the decision of the Franchising Authority's governing board. The Company may continue to operate the Cable System until all legal appeals procedures have been exhausted.

6.5.3 Notwithstanding the provisions of this Section 6, the Company does not waive any of its rights under federal law or regulation.

6.6 Technical Violations. The parties hereby agree that it is not the Franchising Authority's intention to subject the Company to penalties, fines, forfeiture, or revocation of the Agreement for so-called "technical" breach(es) or violation(s) of the Agreement, where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area or where strict performance would result in practical difficulties and hardship to the Company which outweigh the benefit to be derived by the Franchising Authority or Subscribers.

SECTION 7 ASSIGNMENTS AND OTHER TRANSFERS

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within forty-five (45) days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

(a) an affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are generally applicable to users of the public right-of-way and specifically including the Georgia Utility Facility Protection Act (O.C.G.A. § 25-9-1, *et seq.*);

(b) a description of the transferee's service area; and

(c) the location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee.

No affidavit shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

SECTION 8 INSURANCE AND INDEMNITY

8.1 Insurance.

8.1.1 Liability Insurance. Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Georgia with a rating of not less than “A minus,” and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this Section 8.1.1. This liability insurance policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death of any one person, One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. The policy or policies shall not be canceled except upon thirty (30) days’ prior written notice of cancellation to the Franchising Authority.

8.1.2 Workers’ Compensation. The Company shall ensure its compliance with the Georgia Workers’ Compensation Act.

8.2 Indemnification. The Company shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Company’s construction, operation, maintenance, or removal of the Cable System, including but not limited to reasonable attorneys’ fees and costs, provided that the Franchising Authority shall give the Company written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the Franchising Authority for any damages, liability, or claims resulting from the willful misconduct or negligence of the Franchising Authority or for the Franchising Authority’s use of the Cable System.

8.3 Liability and Indemnity. In accordance with Section 635A of the Cable Act, the Franchising Authority, its officials, employees, members, or agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

SECTION 9 MISCELLANEOUS

9.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. To the extent such local laws, ordinances, or regulations clearly

conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

9.2 Appendices. The Appendices to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

9.3 Enforceability of Agreement; No Opposition. By execution of this Agreement, the Company and the Franchising Authority acknowledge the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledge that they will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

9.4 Governmental Powers. The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including both its police power and contracting authority, to promote the public interest and to protect the health, safety, and welfare of the citizens of the City of Villa Rica, Georgia.

9.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including without limitation all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the Franchising Authority or the Company. All ordinances or parts of ordinances or other agreements between the Company and the Franchising Authority that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

9.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid; by third-party commercial carrier; or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:
City of Villa Rica
Attn: City Manager
571 W. Bankhead Highway
Villa Rica, GA 30180

COMPANY:
Comcast Cable Communications, LLC
Attn: Vice President, External Affairs
6200 The Corners Parkway, Suite 200
Peachtree Corners, Georgia 30092

With a copy to: Comcast Cable Communications, LLC
Attn: Vice President, Government Affairs
2605 Circle 75 Parkway
Atlanta, Georgia 30339

And: Comcast Cable Communications, LLC
Attn: Legal Dept.
One Comcast Center
Philadelphia, Pennsylvania 19103

9.7 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

9.7.1 Organization, Standing, and Authorization. The Company is a general partnership company validly existing and in good standing under the laws of the State of Colorado and is duly authorized to do business in the State of Georgia and in the Franchise Area.

9.7.2 Compliance with Law. The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

9.8 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets, and equipment of the Cable System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

9.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

9.10 No Waiver; Cumulative Remedies. No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including without limitation the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including without limitation the rights and remedies set forth in Section 6 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

9.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect.

9.12 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

9.13 Governing Law. This Agreement shall be deemed to be executed in the City of Villa Rica, State of Georgia, and shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the laws of the State of Georgia, as applicable to contracts entered into and to be performed entirely within that state.

9.14 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Georgia (“Federal Court”) or in a court of the State of Georgia of appropriate jurisdiction (“Georgia State Court”). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Georgia State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices as defined in Section 9.6, or to such other address as the Company may provide to the Franchising Authority in writing.

9.15 Modification. The Company and Franchising Authority may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement nor any Appendix to this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

9.16 Delays and Failures Beyond Control of Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company’s capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this Section 9.16.

9.17 Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words “reasonable,” “good faith,” or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

9.18 Contractual Rights Retained. Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

9.19 No Third-Party Beneficiaries. Nothing in this Agreement, or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

IN WITNESS WHEREOF, the party of the first part, by its Mayor, thereunto duly authorized by the City Council of said Franchising Authority, has caused the corporate name of said Franchising Authority to be hereunto signed and the corporate seal of said Franchising Authority to be hereunto affixed, and the Company, the party of the second part, by its officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

City of Villa Rica, Georgia

By: _____

Name: _____

Title: Mayor
(Seal)

Attest: _____

Date: _____

Comcast of the South

By: _____

Name: Douglas R. Guthrie

Title: Regional Senior Vice President

Attest: _____

Date: _____

APPENDIX A DEFINED TERMS

For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

“Agreement” means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

“Basic Service” means any service tier that includes the retransmission of local television broadcast Signals and any equipment or installation used in connection with Basic Service.

“Cable Act” means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. § 521, *et seq.*

“Cable Service” means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. “Cable Service” does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. §332(d).

“Cable Service Provider” or **“CSP”** means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

“Cable System” means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service, which includes Video Programming and which is provided to multiple Subscribers within a community, but “Cable System” does not include:

(A) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations;

(B) a facility that serves Subscribers without using any public right-of-way as defined herein;

(C) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201–276, except that such facility shall be considered a Cable System, other than for purposes of 47 U.S.C. § 541(c), to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(D) an open video system that complies with 47 U.S.C. § 573; or

(E) any facilities of any electric utility used solely for operating its electric utility system.

“Channel” means a “cable channel” or “channel” as defined in 47 U.S.C. § 522(4).

“Company” means Comcast of the South, a general partnership existing under the laws of the State of Colorado, or lawful successor, transferee, designee, or assignee thereof.

“FCC” means the Federal Communications Commission, its designee, or any successor thereto.

“Franchise Area” means the unincorporated areas of the City of Villa Rica, Georgia, including any areas annexed by the Franchising Authority during the term of the Franchise.

“Franchising Authority” means the City of Villa Rica, Georgia, or lawful successor, transferee, designee, or assignee thereof.

“Gross Revenues” means all revenues received from Subscribers for the provision of Cable Service or Video Service, including franchise fees for Cable Service Providers and Video Service Providers and advertising and home shopping services, and shall be determined in accordance with Generally Accepted Accounting Principles (“GAAP”). Gross Revenues shall not include:

(A) amounts billed and collected as a line item on the Subscriber’s bill to recover any taxes, surcharges, or governmental fees that are imposed on or with respect to the services provided or measured by the charges, receipts, or payments therefore; provided, however, that for purposes of this definition of “Gross Revenue,” such tax, surcharge, or governmental fee shall not include any ad valorem taxes, net income taxes, or generally applicable business or occupation taxes not measured exclusively as a percentage of the charges, receipts, or payments for services to the extent such charges are passed through as a separate line item on Subscriber’s bills;

(B) any revenue not actually received, even if billed, such as bad debt;

(C) any revenue received by any affiliate or any other person in exchange for supplying goods or services used by the provider to provide Cable or Video Programming;

(D) any amounts attributable to refunds, rebates, or discounts;

(E) any revenue from services provided over the network that are associated with or classified as non-Cable or non-Video Services under federal law, including without limitation revenues received from telecommunications services, information services other than Cable or Video Services, Internet access services, directory or Internet advertising revenue including without limitation yellow pages, white pages, banner advertisements, and electronic publishing advertising. Where the sale of any such non-Cable or non-Video Service is bundled with the sale of one or more Cable or Video Services and sold for a single non-itemized price, the

term “Gross Revenues” shall include only those revenues that are attributable to Cable or Video Services based on the provider’s books and records, such revenues to be allocated in a manner consistent with generally accepted accounting principles;

(F) any revenue from late fees not initially booked as revenues, returned check fees or interest;

(G) any revenue from sales or rental of property, except such property as the Subscriber is required to buy or rent exclusively from the Cable or Video Service Provider to receive Cable or Video Service;

(H) any revenue received from providing or maintaining inside wiring;

(I) any revenue from sales for resale with respect to which the purchaser is required to pay a franchise fee, provided the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect thereto; or

(J) any amounts attributable to a reimbursement of costs including but not limited to the reimbursements by programmers of marketing costs incurred for the promotion or introduction of Video Programming.

“**Person**” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

“**Signal**” means any transmission of radio frequency energy or of optical information.

“**Streets**” means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds, and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights-of-way.

“**Subscriber**” means any Person lawfully receiving Video Service from a Video Service Provider or Cable Service from a Cable Service Provider.

“**Video Programming**” means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 U.S.C. § 522(20).

“**Video Service**” means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d) or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

“Video Service Provider” or **“VSP”** means an entity providing Video Service as defined herein, but does not include a Cable Service Provider.

APPENDIX B

CUSTOMER SERVICE STANDARDS

Code of Federal Regulations

Title 47, Volume 4, Parts 70 to 79

Revised as of October 1, 1998

From the U.S. Government Printing Office via GPO Access

47 C.F.R. § 76.309

Page 561–63

TITLE 47—TELECOMMUNICATION

CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION

PART 76—CABLE TELEVISION SERVICE

Subpart H—General Operating Requirements

§ 76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

- (1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;
- (2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;
- (3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or
- (4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers—

(i) Notifications to subscribers—

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing—

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions—

(i) Normal business hours—The term “normal business hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions—The term “normal operating conditions” means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption—The term “service interruption” means the loss of picture or sound on one or more cable channels.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996]



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Discussion of Dates and Times for Council Meetings

AGENDA DATE: 07/10/2018 **DATE PREPARED:** 06/28/2018
PREPARED BY: Tom Barber

AMOUNT: N/A
GL ACCOUNT #: N/A

PURPOSE: To discuss a possible change to our meeting cycle of one work session and one voting session per month to no work session and two voting meetings.

BACKGROUND: Our current practice of holding a work session the week prior to the regular voting meeting doesn't appear to staff to be a time saver. Numerous items are being discussed during both sessions rather than going on the consent agenda. Voting only once per month also poses issues for items that are both time sensitive and unexpected. In addition, moving off of the first Tuesday of the month would allow us to attend the Carroll County Commissioners meeting.

STAFF RECOMMENDATION: Staff recommends that we consider meeting twice per month in a voting session and to no longer hold a work session. Based on conversations with our elected officials and our City Attorney, we might consider meeting on the second and fourth Tuesday of each month.

IMPACT: We would be spreading the same number of items over two agendas, and only discussing most items one time. The time spent by staff to prepare each agenda item will also have to be complete in order to avoid delays. Two standing meetings would also have to be rescheduled: Historic Preservation and Planning and Zoning.

MOTION: For discussion only.



Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Discussion of Senate Bill 17

AGENDA DATE: 07/10/2018 **DATE PREPARED:** 06/28/2018
PREPARED BY: Tom Barber

AMOUNT: N/A
GL ACCOUNT #: N/A

PURPOSE: To discuss Senate Bill 17.

BACKGROUND: In May Governor Deal signed Senate Bill 17, the so-called “Brunch Bill”. This legislation gives voters the opportunity to authorize the sale of alcohol by restaurants as early as 11 a.m. by the drink, not by the package, on Sundays within the City.

STAFF RECOMMENDATION: Staff recommends that City Council considers placing this item on the upcoming ballot.

IMPACT: Approval by the voters would allow restaurants to sell alcohol by the drink on Sundays as early as 11 a.m.

MOTION: For discussion only.

Senate Bill 17

By: Senators Unterman of the 45th, Miller of the 49th, Ginn of the 47th, Mullis of the 53rd,
Beach of the 21st and others

AS PASSED

**A BILL TO BE ENTITLED
AN ACT**

1 To amend Title 3 of the Official Code of Georgia Annotated, relating to alcoholic beverages,
2 so as to provide that governing authorities of counties and municipalities may authorize sales
3 of alcoholic beverages for consumption on the premises during certain times on Sundays
4 subject to the passage of a referendum; to provide procedures; to change the time on Sundays
5 during which farm wineries may sell certain wine for consumption on the premises; to
6 provide for related matters; to provide an effective date; to repeal conflicting laws; and for
7 other purposes.

8 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

9 **SECTION 1.**

10 Title 3 of the Official Code of Georgia Annotated, relating to alcoholic beverages, is
11 amended in Code Section 3-3-7, relating to local authorization and regulation of sales of
12 alcoholic beverages on Sunday, by revising subsection (j) and adding a new subsection to
13 read as follows:

14 "(j)(1) Notwithstanding any other provisions of law, on and after the effective date of this
15 Act, in all counties or municipalities in which the sale of alcoholic beverages is lawful
16 for consumption on the premises, the governing authority of the county or municipality
17 may, by resolution or ordinance conditioned on approval in a referendum, authorize the
18 sale of alcoholic beverages for consumption on the premises on Sundays from ~~12:30 P.M.~~
19 11:00 A.M. until 12:00 Midnight in any licensed establishment which derives at least 50
20 percent of its total annual gross sales from the sale of prepared meals or food in all of the
21 combined retail outlets of the individual establishment where food is served and in any
22 licensed establishment which derives at least 50 percent of its total annual gross income
23 from the rental of rooms for overnight lodging.

24 (2) Any governing authority desiring to permit and regulate Sunday sales pursuant to this
25 subsection, but only after a referendum election, shall so provide by proper resolution or
26 ordinance conditioned on a referendum. Not less than ten nor more than 60 days after the

27 date of approval of such resolution or ordinance, it shall be the duty of the election
 28 superintendent of the county or municipality to issue the call for an election for the
 29 purpose of submitting the question of Sunday sales to the electors of the county or
 30 municipality for approval or rejection. The superintendent shall set the date of the
 31 election for a day not less than 30 nor more than 60 days after the date of the issuance of
 32 the call. The superintendent shall cause the date and purpose of the election to be
 33 published in the official organ of the county once a week for two weeks immediately
 34 preceding the date thereof. The ballot shall have written or printed thereon the words:

35 '() YES Shall the governing authority of (name of municipality or county) be
 36 authorized to permit and regulate Sunday sales of distilled spirits or
 37 () NO alcoholic beverages for beverage purposes by the drink?'

38 All persons desiring to vote for approval of Sunday sales shall vote 'Yes,' and those
 39 persons desiring to vote for rejection of Sunday sales shall vote 'No.' If more than
 40 one-half of the votes cast on the question are for approval of Sunday sales, the governing
 41 authority may by appropriate resolution or ordinance permit and regulate Sunday sales
 42 by licensees. Otherwise, such Sunday sales shall not be permitted. The expense of the
 43 election shall be borne by the county or municipality in which the election is held. It
 44 shall be the duty of the superintendent to hold and conduct the election. It shall be his or
 45 her further duty to certify the result thereof to the Secretary of State.

46 (3) Notwithstanding this subsection or any other provision of law, all county or
 47 municipal resolutions or ordinances enacted prior to April 6, 1984, pursuant to the
 48 authorizations granted by subsections (a) through (i) of this Code section are declared to
 49 be valid and shall remain in full force and effect unless affirmatively repealed by the
 50 governing authority of the county or municipality.

51 "(j.1)(1) Notwithstanding any other provisions of law, all counties or municipalities in
 52 which the governing authority prior to the effective date of this Act has been authorized
 53 pursuant to a referendum to permit the sale of alcoholic beverages for consumption on
 54 the premises on Sundays from 12:30 P.M. until 12:00 Midnight in any licensed
 55 establishment which derives at least 50 percent of its total annual gross sales from the
 56 sale of prepared meals or food in all of the combined retail outlets of the individual
 57 establishment where food is served and in any licensed establishment which derives at
 58 least 50 percent of its total annual gross income from the rental of rooms for overnight
 59 lodging may, by resolution or ordinance conditioned on approval in a referendum,
 60 authorize the sale of alcoholic beverages for consumption on the premises of any such
 61 establishments on Sundays for an additional hour and a half during the time period of
 62 11:00 A.M. until 12:30 P.M.

63 (2) Any governing authority desiring to permit and regulate Sunday sales pursuant to this
 64 subsection shall so provide by proper resolution or ordinance conditioned on approval in
 65 a referendum election. Not less than ten nor more than 60 days after the date of approval
 66 of such resolution or ordinance, it shall be the duty of the election superintendent of the
 67 county or municipality to issue the call for an election for the purpose of submitting the
 68 question of Sunday sales to the electors of the county or municipality for approval or
 69 rejection. The superintendent shall set the date of the election for a day not less than 30
 70 nor more than 60 days after the date of the issuance of the call. The superintendent shall
 71 cause the date and purpose of the election to be published in the official organ of the
 72 county once a week for two weeks immediately preceding the date thereof. The ballot
 73 shall have written or printed thereon the words:

74 '() YES Shall the governing authority of (name of municipality or county) be
 75 authorized to permit and regulate Sunday sales of distilled spirits or
 76 alcoholic beverages for beverage purposes by the drink from 11:00
 77 () NO A.M. to 12:30 P.M.?'

78 All persons desiring to vote for approval of such Sunday sales shall vote 'Yes,' and those
 79 persons desiring to vote for rejection of such Sunday sales shall vote 'No.' If more than
 80 one-half of the votes cast on the question are for approval of such Sunday sales, the
 81 governing authority may by appropriate resolution or ordinance permit and regulate such
 82 Sunday sales by licensees. Otherwise, such Sunday sales shall not be permitted. The
 83 expense of the election shall be borne by the county or municipality in which the election
 84 is held. It shall be the duty of the superintendent to hold and conduct the election. It
 85 shall be his or her further duty to certify the result thereof to the Secretary of State.

86 (3) Notwithstanding this subsection or any other provision of law, all county or
 87 municipal resolutions or ordinances enacted prior to April 6, 1984, pursuant to the
 88 authorizations granted by subsections (a) through (i) of this Code section are declared to
 89 be valid and shall remain in full force and effect unless affirmatively repealed by the
 90 governing authority of the county or municipality."

91 SECTION 2.

92 Said title is further amended by revising Code Section 3-6-21.2, relating to Sunday sales on
 93 farm wineries, off-site sales, and sales in special entertainment districts, as follows:

94 "3-6-21.2.

95 Notwithstanding any other provisions of this title to the contrary, in all counties in which
 96 the sale of wine is lawful by a farm winery and in all municipalities in which the sale of
 97 wine is lawful by a farm winery, a farm winery which is licensed to sell its wine in a tasting
 98 room or other licensed farm winery facility within the county or municipality, as the case

99 may be, for consumption on the premises or in closed packages for consumption off the
100 premises shall be authorized to sell its wine and the wine of any other Georgia farm winery
101 licensee on Sundays from 12:30 P.M. until 12:00 Midnight in ~~the~~ a tasting room or other
102 licensed farm winery facility, to the same extent as its county or municipal license would
103 otherwise permit; provided, however, that if such sales of wine on Sundays are lawful at
104 a time earlier than 12:30 P.M. within the county or municipality in which the licensed
105 premises of the Georgia farm winery is located, the Georgia farm winery shall be
106 authorized to sell its wine and the wine of any other Georgia farm winery licensee
107 beginning at such earlier time. Nothing in this Code section shall be construed so as to
108 authorize a farm winery to sell wine as provided in this Code section on any other premises
109 which are not actually located on the property where such farm wine is produced, except
110 in special entertainment districts designated by the local governing authority of the county
111 or municipality, as applicable."

112 **SECTION 3.**

113 This Act shall become effective upon its approval by the Governor or upon its becoming law
114 without such approval.

115 **SECTION 4.**

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

LEASE

THIS LEASE, made this ____ day of _____, 2018, by and between the **VILLA RICA DEVELOPMENT AUTHORITY** ("**Landlord**"), and **CITY OF VILLA RICA, GEORGIA** ("**Tenant**").

1. Premises. Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, reserved and contained, 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 property commonly known as 42 Community Square Boulevard, Villa Rica, Georgia, being more particularly described on Exhibit "A" attached hereto (the "**Premises**"). **THE PREMISES ARE LEASED IN ITS "AS IS" CONDITION.**

2. Term. To have and to hold the same for a term of one (1) year, beginning on the day of _____, 2018, and ending on the ____ day of _____, 2019, at midnight ("**Original Term**"), unless sooner terminated as hereinafter provided. Thereafter, the Lease shall automatically extend and renew for increments of one year each ("**Renewal Term**"), unless either party gives **thirty (30) days** written notice to the other party prior to the end of the then current term that such party desires to terminate the Lease.

3. Rental. Tenant agrees to pay Landlord at its office annual rent of One Dollar (\$1.00).

4. Utility Bills, Taxes, Assessments and Insurance. Tenant shall pay all utility bills, including but not limited to, water, sewer, gas, electricity, fuel, light and heat bills for the Premises. Tenant shall pay all charges for garbage collection services, janitorial services or other sanitary services rendered to the Premises or used by Tenant in connection therewith. Tenant shall be responsible for all taxes on the Premises and Tenant's personal property, if any. Landlord shall keep all buildings, structures and improvements on the Premises insured against loss or damage by fire or theft in adequate amounts, as well as liability insurance. Tenant shall promptly reimburse Landlord for the cost of said insurance. The policies must provide that any proceeds for loss or damage to buildings, structures, or improvements are payable solely to Landlord, who will use the sum for repair and restoration purposes. Tenant is responsible for obtaining insurance on its personal property.

5. Use of Premises. Premises shall be used for **office purposes** and for no other purpose. Premises shall not be used for any illegal purposes; nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance or increase the rate of insurance on Premises.

6. Repairs by Tenant. Tenant shall, throughout the term of this Lease, at its expense, maintain in good order and repair the leased Premises. Tenant agrees to return said Premises to Landlord at the expiration, or prior to termination, of this Lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted.

7. Destruction of, or Damage to Premises. If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date.

8. Governmental Orders. Tenant agrees, at his own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of said Premises.

9. Condemnation. If the whole of the leased Premises, or such portion thereof as will make Premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events, the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither Tenant or Landlord shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the Lease as herein provided.

40. Assignment and Subletting. Tenant shall not, without the prior written consent of Landlord endorsed hereon, assign this Lease or any interest hereunder, or sublet Premises or any part thereof, or permit the use of Premises by any party other than Tenant.

51. Removal of Fixtures. Tenant may prior to the expiration of this Lease, or any extension thereof, remove all fixtures and equipment which he had placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal.

62. Cancellation of Lease by Landlord. It is mutually agreed that in the event Tenant shall default in the payment of rent, including additional rent, herein reserved, when due, and fails to cure said default within thirty (30) days after written notice thereof from Landlord; or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the provision requiring the payment of rent, and fails to cure such default within sixty (60) days after the date of or such receipt of written notice of default from Landlord; then, and in any of said events, Landlord at his option may at once, or within six (6) months thereafter, (but only during continuance of such default or condition), terminate this Lease by written notice to Tenant; whereupon this Lease shall end. Any notice provided in this paragraph may be given by Landlord or his attorney. Upon such termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess himself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer or other tort.

73. No Estate in Land. This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

14. Rights Cumulative. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

15. Notice. The notices required or permitted to be given hereunder shall be in writing and shall be (a) delivered personally, or (b) deposited into first class U.S. Mail, postage prepaid, by certified or registered mail, return receipt requested, or (c) sent by commercial overnight courier, charges prepaid, or (d) sent by telex, telecopier or facsimile. Any such notice shall be deemed to have been given when (A) delivered in hand to the addressee, or (B) three (3) days after its deposit in first-class U.S. mail certified mail, return receipt requested, postage prepaid, or (C) one (1) day after being delivered to a commercial overnight courier delivery service, for next day delivery, charges prepaid, or (D) upon confirmation of transmission, when sent by telex, telecopier or facsimile to the number specified below, and, in each case properly addressed. For purposes of this Paragraph 15, the respective addresses of the parties are as follows, unless hereafter changed by notice to the other:

If to Landlord:
Villa Rica Development Authority
Attention: Chairman
571 West Bankhead Highway
Villa Rica, Georgia 30180

If to Tenant:
City of Villa Rica
Attn: City Manager
571 West Bankhead Highway
Villa Rica, Georgia 30180

It is hereby expressly understood and agreed that in the event any date on which notice is required to be made hereunder falls on a Saturday, Sunday or federal holiday, then the date on which such notice is required to be given or made hereunder shall, for all purposes, be deemed to be the next following business day.

16. Waiver of Rights. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with his obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

17. Time of Essence. Time is of the essence of this agreement.

18. Definitions. "Landlord" as used in this Lease shall include first party, its representatives, assigns and successors in title to Premises. "Tenant" shall include second party, its representatives, and if this Lease shall be validly assigned or sublet, shall include also Tenant assignees or sublessees, as to the Premises covered by such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

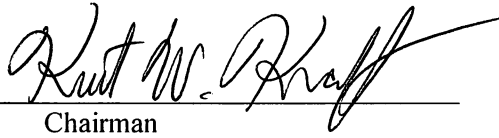
19. Entire Agreement. This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

[The immediately following page is the signature page.]

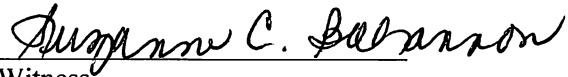
IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, in triplicate, the day and year first above written.

LANDLORD:

VILLA RICA DEVELOPMENT AUTHORITY

By: 
Chairman

Attest: _____
Secretary


Witness

TENANT:

CITY OF VILLA RICA, GEORGIA

By: _____
Mayor

Attest: _____
Clerk

Witness

EXHIBIT "A"

DESCRIPTION OF PREMISES

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 163, 6th District, City of Villa Rica, Carroll County, Georgia, being more particularly described as follows:

BEGINNING at the iron pin found having Georgia State Plane Coordinates [West Zone NAD83 (2011) NAVD(88)] of North 1358427.00 feet and East 2063582.73 feet; thence running north 07 degrees 41 minutes 58 seconds west a distance of 49.10 feet to an iron pin found; thence running north 07 degrees 43 minutes 35 seconds west a distance of 150.99 feet to an iron pin found; thence running north 81 degrees 22 minutes 20 seconds east a distance of 205.54 feet to an iron pin found on the westerly right of way line of Community Square Boulevard (an 80' right of way); thence running south 08 degrees 40 minutes 20 seconds east along said westerly right of way line a distance of 200.00 feet to an iron pin set; thence running south 81 degrees 21 minutes 16 seconds west a distance of 208.87 feet to an iron pin found and the point of beginning; said tract containing 0.95 acres, more or less, all as shown on survey dated December 2, 2016, Drawing Number 432-7, certified by Paul M. Laird, Georgia Registered Land Surveyor No. 3084, entitled Boundary Survey for Georgia Power Company Villa Rica Business Office, a copy of which is recorded in Plat Book 102, page 183, Carroll County, Georgia records, which survey is incorporated herein by this reference.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Lease Agreement with the Villa Rica Development Authority for the Former Georgia Power Building

AGENDA DATE: 07/10/2018

DATE PREPARED: 06/29/2018

PREPARED BY: Tom Barber

AMOUNT: \$1.00 per year

GL ACCOUNT #: N/A

PURPOSE: To approve a lease agreement for the former Georgia Power building with the Villa Rica Development Authority.

BACKGROUND: The Villa Rica Development Authority owns the former Georgia Power facility located behind City Hall. City Hall does not have adequate office space for the growing number of employees assigned to that building. Therefore, the City has requested a one-year lease agreement with the Development Authority for \$1.00 per year, effective August 1, 2018.

STAFF RECOMMENDATION: Staff recommends approval of the lease.

IMPACT: The leased facility could potentially house our cashiering/drive-through function plus provide offices for code enforcement and storm water. That would free up the detached offices at City Hall and allow for better use of the open area in City Hall.

MOTION: I move that we authorize the Mayor to execute a lease agreement with the Villa Rica Development Authority for the former Georgia Power building for \$1.00 per year for one-year, effective August 1, 2018.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Personnel Policies Update
AGENDA DATE: 05/01/2018

DATE PREPARED: 6/28/18
PREPARED BY: Stephanie Rooks

AMOUNT: No Cost, Information Only
GL ACCOUNT #:

PURPOSE: The purpose of the update to the Personnel Policies is so the City stays in compliance with State and Federal legislation, as well update employee policies to provide guidance to employees and managers. This is a best practice supported by our liability insurance carrier (LGRMS).

BACKGROUND: The last update to the Personnel Policies was adopted in April of 2016. We have updated some policies that were approved by City Council over the past two years and are proposing thirteen new policies as well as an update to some existing policies. We have removed all of the procedures that were listed in the previous Employee Handbook and have started to create an Administrative Procedures Manual.

457(b) and Retirement-Eligibility – Update – Page 34
Bereavement Leave (Length) – Update – Page 39
Breaks – Update – Page 30
Discounted facility rentals for employees - New - Page 34
Duty to report Criminal Charges and Determinations - New – Page 22-23
Fitness for duty - New - Page 13
Interim Appointment and Salary adjustment calculation - New - Page 8
Jewelry, Piercings and Tattoos – New - Page 26
Leave Accruals – Update – Page 38
Loss or damage to City Equipment (replace at employee's cost) Update Page 25
Nursing Mothers – New - Page 30
Personal Grooming – New - Page 26
Personal Grooming - New – Page 26
Personal Leave – New - Page 39
Positive Drug Screen Results - New - Page 13
Tobacco Use Policy – New - 14
Transfer Policy – New Page 9-10
Tuition Reimbursement Program – New Page 35

STAFF RECOMMENDATION: Staff is recommending approval of the 2018 Personnel Policies.

IMPACT: This action will allow the City and its employees to have clearly defined policies.

MOTION: Proposed Action: For review only. This item will be placed on the agenda for action during the June meeting.

RESOLUTION

WHEREAS, the City of Villa Rica does have power pursuant to its Charter to establish personnel rules and regulations for its employees; and

WHEREAS, the City does desire to update its personnel handbook which outlines rules and regulations applicable to covered employees of the City of Villa Rica.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Manager and Director of Human Resources are authorized to adopt and implement the revised personnel handbook attached hereto as Exhibit "A" effective immediately.

This the _____ day of June, 2018.

CITY OF VILLA RICA

By: _____
Jeff Reese, Mayor

ATTEST:

Alisa Doyal, City Clerk



The City of Villa Rica

Personnel Policies

Effective TBD 2018



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Statements of Philosophy, Mission and Vision

Statement of Our Philosophy

We believe Villa Rica deserves quality services delivered in a professional, courteous and efficient manner. We are dedicated to the excellence of services to the citizens and businesses in the City.

We recognize that people are our most valuable asset in delivering services to the citizens and businesses in the City and we believe that each employee deserves:

- A challenging, satisfying, positive, and rewarding work environment;
- Respect, recognition, and reward;
- A safe, healthy, discrimination free, and drug free work place; and
- The opportunity to pursue and achieve their personal and career goals.

Statement of Our Mission and Vision

Mission Statement

The City of Villa Rica, with its hometown charm, provides services with integrity, a skilled workforce, economic development opportunities, while ensuring fiscal responsibility in a safe environment.

Vision Statement

The City of Villa Rica, a safe, thriving, and diverse community that seeks to enhance the quality of life, preserve its historic character, while promoting well-planned growth.

General Information

City Government

The City of Villa Rica operates under a council-manager form of government which includes a Mayor, five Council Members, and a City Manager. The City Council provides for the execution of all powers, functions, rights, privileges, duties and immunities of the City and its officers, agencies and employees. The City Council appoints a City Manager who is responsible for proper administration of all the affairs of the City, including the implementation and execution of the Personnel Rules, Regulations, Procedures, and Policies.

Policy Revisions & Amendments

The Director of Human Resources may make revisions to or recommend amendments to these policies, as necessary. Upon doing so, the Director of Human Resources will present the changes to the City Manager. If agreeable, final approval will be made by the City Council.

Effective Date of Policies & Procedures

Policies and Procedures will become effective upon adoption by the City of Villa Rica and will supersede and repeal the old policies. All policies or parts of policies in conflict with these policies are herewith repealed.

Personnel Policies

EEO Policy

The City is committed to maintaining a workplace that is free of inappropriate or unlawful conduct on the basis of race, color, religion, sex, national origin, age, disability, veteran status, genetic information, or other protected status as provided by law. In keeping with this commitment, the City prohibits the unlawful treatment of employees, including harassment, discrimination, and retaliation, by anyone, including any supervisor, coworker, contractor, subcontractor, vendor, or citizen of the City. It is the City's policy to comply with all applicable federal, state, and local laws.

Prohibited Conduct

Discrimination, harassment, retaliation, and/or improper conduct consists of misconduct that includes unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, such as race, color, religion, sex, national origin, age, disability, veteran status, genetic information, or any other protected group status as provided by law. This relates to all aspects of employment, including but not limited to, recruitment, hiring, placement, promotion, demotion, transfer, lay-off, recall, discipline, termination, compensation, and benefits. All such conduct is prohibited.

Sexual or Other Unlawful Harassment

Unlawful harassment can take many forms, and includes conduct based on an individual's sex as well as his or her race, color, religion, national origin, age, disability, veteran status, genetic information, or any other protected group status as provided by law. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on a protected class constitute harassment when (1) submission to the conduct is an explicit or implicit term or condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Inappropriate conduct may include explicit sexual propositions; sexual innuendo; suggestive comments; sexually oriented or protected-status "kidding" or "teasing;" "practical jokes;" jokes about protected-status traits; foul or obscene language or gestures; displays of foul, obscene, or offensive material and protected-status traits; sexually-related or protected-status related emails and text messages; and physical contact, such as patting, pinching, or brushing against another's body.

The City prohibits any type of sexual or other unlawful harassment. Any person who feels that he or she has witnessed or been subject to harassment should follow the City's Complaint Procedure set forth in this Handbook.

Americans with Disabilities Act Amendments Act (ADAAA)

It is the City's policy to provide equal employment opportunity to applicants and employees with covered disabilities under the Americans with Disabilities Act ("ADA") or other applicable law. This policy applies to all aspects of employment and application for employment. As required by the ADA or other applicable law, the City will provide reasonable accommodations to qualified individuals with a disability in the workplace unless such accommodations present an undue hardship or if the individual is a direct threat to the health or safety of the individual or others.

A disability is defined as an impairment that substantially limits a major life activity or having a record of such an impairment or being regarded as having such an impairment. A disability has been broadly defined and has been found to include, but are not limited to:

- Alcoholism
- Eating Disorders
- Fragrance sensitivity
- Allergies
- Sleep Disorders
- Personality Disorders
- Epilepsy
- Diabetes
- Cancer
- HIV
- Learning Disabilities

An individual with a disability may request a reasonable accommodation at any time during the application process or during employment. Reasonable accommodations are changes made to the work environment or to the manner or circumstances in which the job customarily is performed that allow an individual with a disability to perform all essential job functions. The City is not required, however, to provide an accommodation if doing so would cause an undue hardship to the City or if the individual is a direct threat to the health or safety of the individual or others in the workplace.

All requests for accommodations will be addressed in connection with an interactive dialogue with the affected individual. To request an accommodation, which may include unpaid leave or modification of your working environment, an individual should complete an Accommodation Request Form (which is available from City Clerk) and return it to the Human Resources Director. Upon receiving a request for accommodation, the City will seek an interactive process with the individual to clarify his or her needs and identify the appropriate reasonable accommodation. During this process, the City may request reasonable documentation, including medical documentation, of the individual's disability and need for a reasonable accommodation. Failure to provide required medical information or to otherwise participate in a meaningful way in the interactive dialogue process regarding an accommodation request may result in denial of an accommodation. Because of the personal nature of some disability issues, the City will take every reasonable effort to ensure confidentiality during the review process.

Individuals will be notified of the City's decision regarding their request for an accommodation. Any individual believing that a reasonable accommodation has not been provided should follow the City's Complaint Procedure set forth in this Handbook

Family and Medical Leave Act (FMLA)

Scope of Policy

The Family and Medical Leave Act of 1993 ("FMLA") provides unpaid, job-protected leave to eligible employees for certain family and medical reasons, without loss of health insurance benefits. The existence of this Policy shall not alter or expand the statutory requirements of the FMLA, and application of this Policy is correspondingly limited to those employers and employees who are protected based on the provisions of the FMLA.

In addition to the information on the Notice following this Policy (identified as Employee Rights and

Responsibilities), the following information is provided to explain the employee's rights and obligations when requesting a family or medical leave.

Policy

It is the policy of The City of Villa Rica to provide eligible employees up to twelve (12) weeks of unpaid leave under the FMLA for one or more of the following reasons:

- (1) Birth of a child and to care for the newborn child;
- (2) Adoption or foster placement of a child with the employee;
- (3) To care for the employee's spouse, son, daughter or parent, if that person has a serious health condition;
- (4) Serious health condition of employee that prevents the employee from performing the job functions; and
- (5) Any qualifying exigency arising from the fact that the employee's family member (the covered military member) is on active duty or has been notified of an impending deployment in support of a contingency operation. Qualifying exigencies are defined as short-notice deployment (seven or less calendar days); military events and related activities; childcare and school activities; financial and legal arrangements; counseling; rest and recuperation (up to five days per instance); post-deployment activities; additional activities where the City and employee agree that the leave is an exigency and agree to both timing and duration of the leave.

The City of Villa Rica will provide eligible employees up to twenty-six (26) weeks of unpaid Military Caregiver Leave under the FMLA to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member. Please note that this leave is available for the care of current service members and covered veterans.

FMLA leave may be taken intermittently or on a reduced leave schedule under certain circumstances. Eligible employees may take FMLA leave on an intermittent or reduced schedule basis when medically necessary due to the serious health condition of a covered family member or the employee or the serious injury or illness of a covered service member. Eligible employees may also take FMLA leave on an intermittent or reduced schedule basis when necessary because of a qualifying exigency. If an employee needs leave intermittently or on a reduced leave schedule for planned medical treatment, then the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the City's operations.

All requests for intermittent or reduced leave schedule for FMLA purposes must be submitted to Human Resources for review.

At-Will Policy

Employment with the City is voluntary and at-will, meaning that the relationship between the City and all of its employees is subject to termination by the employee or the City at-will as defined in O.C.G.A. § 34-7-1, with or without cause, and with or without notice, at any time at the option of the City or the employee. Nothing in these policies shall be interpreted to be in conflict with or to eliminate or modify in any way the employment-at-will status of any employee of the City.

This policy of employment-at-will may not be modified by any officer or employee and shall not be modified in any publication or document. The only exception to this policy is a written employment agreement approved at the discretion of the City Council. This Handbook is not intended to be and shall not be construed as creating a contract of employment of any kind.

Immigration Law Compliance

The City employs only United States citizens and those non-U.S. citizens authorized to work in the United States in compliance with all applicable federal and state laws.

In addition, in accordance with state law, the City utilizes E-Verify to verify the work eligibility of its employees. E-Verify is an Internet-based system operated by Department of Homeland Security in partnership with Social Security Administration that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify works by electronically comparing the information on an employee's Form I-9 with SSA and DHS records to verify the identity and employment eligibility of each newly hired employee.

As mandated by E-Verify and state law, the City displays its E-Verify identification number and registration date on the City's official website, and also displays both the English and Spanish Notices of E-Verify Participation and the Right to Work Posters at City Hall.

Fraternization Policy

The City prohibits dating or romantic relationships between a supervisor and a subordinate employee who reports either directly or indirectly to that supervisor. This prohibition applies to all employees regardless of their marital status. In the event a supervisor and subordinate desire to date or enter into a romantic relationship, the supervisor should immediately notify the Human Resources Director so that the City may take appropriate steps to avoid any adverse impact in the workplace. This may include the transfer, reassignment, or resignation of one (or both) of the employees involved. The City may, at its discretion, also require any participants in a consensual romantic and/or sexual relationship to execute a Consensual Relationship Agreement. The City will address these situations as confidentially and discreetly as possible. When a violation of this policy is determined to have occurred, appropriate disciplinary action, up to and including discharge, will be taken. Please also see the City's policy on Employment of Relatives.

Workplace Violence Policy

The City is committed to providing its employees a safe environment for working and conducting business. In this regard, the City will not tolerate any threats, threatening behavior, acts of violence, or any related disruptive conduct which interferes with or disrupts the City's safe working environment. This prohibition applies to City employees, vendors, customers, and visitors, whether or not the conduct occurs on or off City property.

Threats, threatening behavior, acts of violence, or related disruptive conduct includes conduct against persons or property that is sufficiently severe, offensive, or intimidating that it disturbs, interferes with, or prevents normal work functions or activities. Specific examples of conduct that may be considered "threats, threatening behavior, acts of violence, or any related disruptive conduct" include, but are not limited to, the following:

1. Hitting or shoving an individual;
2. Threatening to harm an individual or his or her family, friends, or associates, or their property;
3. The intentional destruction or threat of destruction of property owned, operated, or controlled by the City;
4. Harassing or threatening individuals through any form of written or electronic communications;

5. Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the City;
6. Harassing surveillance of another City employee and making a credible threat with intent to place the other person in reasonable fear of his or her safety; and
7. Unlawful possession of firearms, weapons, or any other dangerous devices on City Property except as provided for by the Business Security and Employee Privacy Act, which, subject to several exceptions, allows employees who are licensed to carry concealed weapons to store firearms in their personal vehicles while on City property, as long as the firearm is properly concealed in a glove box, trunk, or other enclosed compartment within the vehicle. Firearms, weapons, or any other dangerous devices may not be stored or concealed in City vehicles.

All employees are responsible for refraining from making threats; engaging in threatening behavior, acts of violence, or related disruptive conduct; and for seeking assistance to resolve personal issues that may lead to acts of violence in the workplace. If you feel that you have experienced or witnessed conduct that is prohibited under this policy, you are to follow the City's Complaint Procedure set forth in this Handbook.

Appointments

Regular Appointments

Regular appointments to full and part-time positions will occur after the recruitment process has been completed. Regular appointments are for no specified term limit. Full-time appointments require a work commitment of 30 or more hours per week and are eligible for employer sponsored benefits. Part-time appointments will have a work commitment of 29 or fewer hours per week and are not eligible for employer sponsored group benefits, but are eligible for holiday pay. All employees shall serve a 180-day probationary period.

Temporary Appointments

Temporary appointments may be made for special project(s) or other work of a temporary nature. The services to be rendered by an appointee for a temporary period are not to exceed six (6) months in any twelve-month period. The Department Head will consult with the Human Resources Director to assure budgetary compliance. Temporary appointments are subject to the approval of the City Manager. Temporary employees are ineligible for benefits and privileges provided to regular status employees.

Limited Term Appointments

Vacancies created by a leave of absence without pay may be filled by limited term appointment. The normal selection procedures will be followed in order to fill the position under a limited term appointment. A person holding a limited term appointment may be terminated when the person replaced returns to the position. Transfer from limited term to regular appointment may be made if the person being replaced fails to return on the termination of leave. Employees holding limited term appointments shall be eligible for holiday pay only. No other rights or privileges shall be granted to these employees.

Emergency Appointments

When an emergency involving serious impairment of the public business makes it impossible to fill a vacant position through the competitive process, the Department Head subject to the approval of the City Manager, may appoint any qualified person to such a position on a temporary basis in order to continue public business and prevent serious inconvenience to the public. Any such person shall be employed only during such emergency and for a period not to exceed ninety (90) days, during which the normal selection procedures will be followed in order to fill the position under a regular appointment.

Interim Appointments and Salary Adjustment Calculation

Upon appointment to an interim position an employee's pay will be adjusted to the minimum of the pay grade associated with the vacant position or ten percent (10%) added to their current rate of pay, whichever is greater. Salary adjustments for interim appointments are temporary in nature and will be discontinued once the position is filled.

Probationary Period

All new employees hired by the City will serve an probationary period for the first 180 days of employment. This probationary period is intended, primarily, to allow the City and employee to determine whether the employee is able to adequately perform in the assigned job position and whether the position

is a good fit for the employee. This policy also applies to an employee who has been promoted to a higher-level position or transferred to a different position, regardless of pay grade level. At the end of the probationary period, an employee's performance will be reviewed and a decision made regarding his or her continued employment or whether any extended probationary period is needed. If additional time is needed to evaluate an employee in a position, a Department Head may request an extension of the employee's probationary period, which may be allowed upon approval by the City Manager.

Employment of Relatives

It is the City's policy not to employ relatives by blood or marriage within the same department. If a conflict of this policy occurs because of the marriage of two employees, one employee will be transferred in order to comply with this policy. If a transfer would violate this policy, it may be denied. For purposes of this policy, relatives include an employee's spouse, children, step-children, mother, father, mother-in-law, father-in-law, brothers, and sisters. The definition is extended to any other person who is domiciled in the employee's household and who is otherwise recognized by law as a dependent of the employee.

No person related within the second degree by affinity or consanguinity to the Mayor, any member of the City Council, or any employee appointed by the Mayor or City Council shall be appointed or selected to any office, position, clerkship, or other position of employment or service with the City. This prohibition shall not apply, however, to any person who has been continuously employed by the City for a period of two years prior to the election of the Mayor or Councilperson or appointment of any employee by the Mayor and City Council. In addition, the City Manager shall not approve the appointment to any supervisor's work group any person who is related within the second degree by affinity or consanguinity to that supervisor, nor shall the appointment of any member of the immediate family of any Department Head be approved unless the City Manager determines it is necessary because of the lack of qualified applicants for such position. No family member of any elected or appointed official of the City shall be hired into a position that violates the above policy for the duration of that elected or appointed official's term of office.

Promotions and Transfers

The City of Villa Rica is committed to employ, in its best judgment, the best qualified candidates for approved positions while engaging in recruitment and selection practices that are in compliance with all applicable employment laws. It is the policy of the City to provide equal employment opportunity to all applicants and employees.

Promotions

Vacancies in higher positions, in the City service are filled when possible by promotion from lower classes. No consideration shall be given to political or partisan endorsement for promotions; only merit and fitness for promotion shall be considered.

Intra-Departmental Transfers

The appropriate Department Head may, at any time, transfer an employee in the classified service under his/her jurisdiction from one position to another in the same class in the same department. An intra-departmental transfer of an employee to a position of another class is made only with the approval of the Human Resources Director and only between classes within the same pay range. The Human Resources Director must be notified of such changes in assignment.

Inter-Departmental Transfers

Employees who have completed the six (6) months probationary period in the position they currently hold may apply for an inter-departmental transfer to a higher pay grade. Sworn Police may apply for inter-departmental transfers upon completing two years of service in those departments are subject to departmental policies and procedures.

A transfer of an employee from one department to another must have the approval of both Department Heads concerned and the Human Resources Director. The employee will be transferred at a time agreed upon by the two Department Heads; however, the transfer will take place no later than four (4) weeks after the employee is selected to fill the position. When an employee transfers to another department, they may not request to transfer again until they have completed one year of service in that department. Employees who transfer into the Police Department as sworn personnel must complete two years of service in that department before being eligible to request another transfer.

Voluntary Transfer

An employee may be transferred at his/her own request to a vacant position in a lower class, subject to the approval of his/her Department Head, the Department Head of the department in which the vacancy exists, and the Human Resources Director. The Human Resources Director determines whether the employee is qualified to perform the duties and responsibilities of the lower class of positions. An employee who is so transferred to a lower paid position will be considered as a voluntary demotion.

Demotion (In-Voluntary/Voluntary)

An employee may be reduced to a lower-class position under three (3) conditions:

- poor job performance,
- as disciplinary action, or
- Voluntary request by the employee.

When an employee is demoted his/her pay will be reduced accordingly based on the circumstances of the in-voluntary or voluntary demotion.

Demotions as a result of poor job performance or disciplinary actions will result in the loss of pay (hourly difference) received at the time the promotion. No adjustment will be made based on merit increases received during the period of time the employee served in the promoted position.

Voluntary demotions will result in a reduction of 4% of their current rate or to the top pay for the new position, whichever is greater. The employee will not be subject to a rate increase until such time as other tenured employees have the opportunity to catch up with the demoted employee's rate of pay.

Re-Employment (Break in Service)

A regular status employee, who separates employment from the City in good standing and is eligible for re-employment, may be re-employed, provided the absence is for a period not to exceed 90 days. Upon re-employment, the employee's leave balance will be zero. Persons re-employed after a period of absence greater than 90 days will be treated as newly employed. The date of employment will be counted from the date of rehire.

Drug and Alcohol-Free Workplace Policy

Policy

It is the City's policy to provide a safe, healthy, and secure work environment for all employees. It is also the City's policy to ensure that all employees perform their job duties in a safe, efficient, and productive manner. Finally, it is the City's policy to ensure that its equipment and facilities are maintained and used appropriately so as not to pose a risk of harm. The use of drugs and the misuse of alcohol and other legal, but illicitly used, substances are inconsistent with these policies. Accordingly, to protect the health, safety, and welfare of employees, citizens, and visitors, the City has adopted this Drug and Alcohol-Free Workplace Policy.

Prohibited Conducts

The following conduct is strictly prohibited and constitutes a violation of this policy for which employees may be subject to disciplinary action, up to and including termination of employment:

1. Use, possession, sale, purchase, trade, offer to purchase, sell, or trade drugs, alcohol, or any otherwise legal, but illicitly used, substance on or in City property or at any time while an employee is on duty or performing any work for the City.
2. Hindering, obstructing, or refusing to cooperate or participate in any investigation involving suspected violations of this policy. This includes, but is not limited to, providing false, misleading, or incomplete information in response to any inquiry from a supervisor related to a suspected violation of this policy. It also includes refusing to undergo a lawfully required drug or alcohol test(s).
3. Hindering, delaying, or obstructing a lawfully required drug or alcohol test(s), including but not limited to, tampering with a sample or interfering in any way with the chain of custody.
4. Reporting to work or engaging in any work activity whatsoever on behalf of the City under the influence of drugs, alcohol, or an otherwise legal, but illicitly used, substance.
5. Abusing or misusing prescription drugs or over the counter medication or misusing other products, such as inhaling or sniffing products like adhesives and aerosols. This includes, but is not limited to, the use, possession, sale or solicitation for the purpose of purchase or sale any prescription medication for which the employee lacks a valid prescription. However, nothing in this policy precludes the appropriate use of legally prescribed medications.

Prohibited Substances

For purposes of this policy, the terms "drug" and "alcohol" mean substances listed in O.C.G.A. § 34-9-411. The term "otherwise legal but illicitly used substance" means prescription drugs, over-the-counter drugs, or other products not being used for their intended purposes or in accord with the terms of the prescription by the person to whom the prescription is written and the misuse of other products, such as inhaling or sniffing products like adhesives and aerosols.

When Testing is Required

Pre-Employment

All individuals who are offered employment by the City are required to undergo testing for the presence of drugs and alcohol as a condition of employment. The City will test such employees for the presence of alcohol and drugs listed in O.C.G.A. § 34-9-411 using urinalysis or hair samples. If the results of such tests indicate the presence of illegal drugs or alcohol in the applicant, the City may deny employment to the applicant.

Random Testing

Employees holding a safety sensitive position may be subject to unannounced testing for the presence of drugs or alcohol based on random selection and conducted by urinalysis or hair samples. To ensure that the selection process is random, employees covered by this policy will be placed in a common pool and employee names will be drawn from the pool of all names. Refusal to submit to a random drug screening within 24 hours of notification will result in disciplinary action up to and including termination of employment.

Reasonable Suspicion

The City may require an employee to submit to testing for presence of drugs or alcohol when there is reasonable suspicion to believe the employee is under the influence of drugs, alcohol, or an otherwise legal but illicitly used substance or controlled substance, or when the City is required by law, regulation, or contract. Such testing may be conducted by urinalysis or hair samples. Circumstances that may cause reasonable suspicion may include, but are not limited to:

1. Observed use of drugs or alcohol;
2. Personal observation of the employee's job performance, appearance, behavior, speech, or odor creating reasonable suspicion that the employee has used drugs or alcohol in violation of this policy or is impaired by drugs or alcohol;
3. The observance of drugs, drug paraphernalia, alcohol, or containers indicating the presence of drugs or alcohol in an area where the employee had primary control or access, including but not limited to, desks, lockers, equipment, machines or vehicles;
4. Involvement in accidents, including motor vehicle accidents, or other actions that provide reasonable suspicion to believe the employee may be under the influence of drugs or alcohol; or
5. Facts indicating that the employee diluted, tainted, tampered or interfered with any breath, blood or urine sample, or any test(s) required under this policy, or that the employee attempted to do the same.

Safety Sensitive Positions

For purposes of this policy, safety sensitive positions include, but are not limited to, law enforcement officers, firefighters, emergency medical technicians and paramedics, drivers of City vehicles that carry passengers, and wastewater and sewage treatment plant, as well as water plant employees. Additional positions may be regarded as safety sensitive positions subject to the provisions of the policy in the discretion of the City with or without notice.

Commercial Motor Vehicle Operators

Employees who drive commercial motor vehicles and/or require a commercial driver's license for their jobs with the City may be subject to additional requirements regarding drug and alcohol use and may be subject to testing under additional circumstances.

Return to Work/Fitness for Duty

After an employee has been away from work in excess of two (2) weeks and has been under a physician's care, the employee may be subject to testing.

Positive Test Results

The first positive drug test for an employee will result in a retest and an appointment with our Employee Assistance Program (EAP) provider will be recommended. A second positive result within six (6) months, will result in further disciplinary action, up to and including termination.

Employee Assistance

The City will attempt to assist employees who voluntarily report substance abuse problems prior to a positive test in finding effective treatment. For more detailed information regarding providers of employee assistance, including drug and alcohol abuse, mental health providers, and other persons, entities, or organizations available to assist employees with personal or behavioral problems, any employee may contact the Human Resources Director. The City maintains a resource file of such providers, which will be available upon request to the Human Resources Director.

Confidentiality

All reports of test results for drug and alcohol, searches, or any employee referral, or participation in an assistance program will be treated as confidential. Any unlawful or unauthorized access to or disclosure of such information by an employee is prohibited and may subject the employee to disciplinary action, up to and including termination of employment. The confidentiality of such information shall not apply to any use by or communication to the City Attorney, or where the information is relevant to the City's defense in an administrative or legal action. Such information may also be disclosed to the extent required by any federal, state or local law, statute, ordinance, or regulation.

Consumption of Alcohol While Off Duty at City Events

There may be occasions where alcohol is available at events that are organized or sponsored by the City. Employees who are working at or during these events may not consume alcohol while they are on duty. Employees who are off duty may consume alcohol so long as doing so would not otherwise violate the terms of this policy but must do so responsibly and conduct themselves professionally at all times during the event. Employees who drink excessively and/or act inappropriately may be subject to disciplinary action, up to and including termination from employment.

Tobacco Use and Smoke-Free Policy

The City recognizes that smoking and/or the use of nicotine products (including smokeless tobacco) can adversely affect the health of City employees, their families and those who are subject to secondhand smoke. This policy is intended, therefore, to help create a safe and healthy work environment for all employees and citizens.

It is the policy of the City of Villa Rica to comply with all applicable regulations regarding smoking in the work place and to provide a tobacco and smoke-free work environment within all City owned buildings, facilities and vehicles to promote the well-being of City employees, citizens and those who do business with the City. Smoking and/or the use of nicotine products (including smokeless) is prohibited at all City buildings (inside and outside), at city sponsored events, in City-owned vehicles and equipment, and on all City property including sidewalks, parking lots and parks.

Tobacco use is defined as the use of tobacco leaves that may be smoked (in cigarettes, cigars and pipes), applied to gums (as dipping and chewing tobacco), or inhaled (as snuff). The use of vaporizers is also prohibited.

City Department Heads and supervisors are expected to strictly enforce the no-smoking/no tobacco policy in all City buildings, facilities, vehicles and equipment. Note: Smoking Areas may be designated by each operating department.

Employees who violate this policy will be subject to disciplinary action, up to and including termination.

The City imposes a surcharge to health insurance premiums for employees who utilize nicotine products.

Use of Technology Resources

Purpose and Application

The City provides a variety of technology resources to its employees for purposes of its business operations and to help employees perform their jobs. While these technology resources are often necessary and helpful tools, they also pose risks and must be used with common sense and good judgment. As such, the City has developed this policy to establish guidelines for the use of its technology resources. For purposes of this policy, the City uses the term “technology resources” to refer generally to all of the City’s network and electronic resources, such as computers, laptops, tablets, software, networks, email systems, telephones and mobile phones, voicemail systems, fax machines, Internet access, etc.

Business Use Only

The use of the City’s technology resources is for City business and is to be used for authorized purposes only. The City’s technology resources are established, maintained, and provided by the City for employees to use for the performance of their job duties and the furtherance of the City’s business. As such, use of the City’s technology resources should be limited to business use only.

The City recognizes, however, that some personal use by employees of its technology resources may be necessary at times. As such, employees may use the City’s technology resources for personal reasons, provided that such personal use is minimal, reasonable, and does not interfere with the performance of one’s job duties. The City has sole discretion to determine what constitutes reasonable personal use and whether personal use is interfering with the performance of one’s job duties.

Ownership and Access to Technology Resources

All of the City’s technology resources, as well as all data and files stored on or transmitted using the City’s technology resources, are the property of the City. This means that the City owns all data and files stored on or transmitted using any of the City’s technology resources, such as computers, network servers, or email servers. As such, the City retains the right to access, monitor, and inspect its technology resources and any of the data and files therein or transmitted thereon, at any time. This applies even with respect to data or information transmitted or received using any of the City’s technology resources, such as its networks or Internet connection, even if such is done using an employee’s personal device, such as a personal mobile phone, smartphone, or computer.

Employees should not have an expectation of privacy in anything they create, store, send, or receive on any of the City’s technology resources, such as its data networks or Internet connection). In this regard, employees are specifically advised that passwords on City devices are designed to give employees access to all or part of the City’s technology resources; they are not designed to guarantee employee privacy or security in any data or file created, stored, sent, or received on any of the City’s technology resources. Employees may not change passwords without prior express permission. Upon termination of employment, employees must return all passwords to the City.

General Guidelines for Acceptable Use

Employees are expected to access and use the City’s technology resources in a professional manner and in compliance with this and all other City policies. Therefore, employees are prohibited from engaging in any unauthorized, prohibited, or inappropriate conduct using the City’s technology resources including,

but not limited to, the activities described below. This list is not intended to be an exhaustive description of all conduct that may be inappropriate or violate this policy, but is illustrative of the type of prohibited conduct for which employees may have their privileges of use and access to the City's technology resources revoked and be subjected to disciplinary action:

- Accessing any technology resources, including networks, servers, drives, folders, or files, to which the employee has not been granted access or authorization or in a manner that exceeds such employee's access or authorization (accessing any other person's computer, voicemail, files, or data without approval);
- Making unauthorized copies of the City files or other data;
- Using any of the City's files or other data for an unauthorized purpose, even if the employee was otherwise authorized to access such files or data;
- Revealing, publicizing, or otherwise disclosing any confidential information belonging to the City without authorization;
- Destroying, deleting, erasing, or concealing City files or other data, or otherwise making such files or data unavailable or inaccessible to the City or to other authorized users of the City's technology resources;
- Violating any law, regulation, or order of the United States or any state, county, City, local government, or jurisdiction in any way;
- Violating the terms of any user agreement, license agreement, or other type of contractual agreement of any software program, application, website, or other product or service;
- Illegally downloading, copying, transmitting, viewing, or accessing any material protected under copyright law or make such material available to others;
- Engaging in any other unlawful or malicious activities;
- Intentionally propagating any virus, worm, Trojan horse, trap-door program code, or other code or file designed to disrupt, disable, impair, or otherwise harm either The City's technology resources or those of any other individual or entity;
- Defeating or attempting to defeat security restrictions on any of the City's technology resources;
- Viewing or transmitting any material, or engaging in any conduct, that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, violates the City's Equal Employment Opportunity Policy or other policies set forth in this Handbook, or that is otherwise unlawful or inappropriate. The City has sole discretion to determine what constitutes inappropriate use or material under this policy. If you unsure whether any use or material would be considered inappropriate, you should seek clarification from your supervisor before accessing or distributing such material. If you are in any doubt, do not access or distribute the material;
- Using abusive, profane, threatening, discriminatory, harassing, offensive, otherwise objectionable language in either public or private messages;
- Sending, receiving, downloading, uploading, or otherwise accessing or viewing any pornographic materials;
- Causing congestion, disruption, disablement, alteration, or impairment of the City's technology resources;
- Installing any software without written authorization from the City Manager; and
- Using any City technology resource for personal financial or political gain unrelated to one's employment with the City.

Installation and Use of Software

Employees, other than those employees and/or contractors responsible for Information Technology for the

City, may not download or install any software, application, program, or update onto any City computer or technology resource without prior written authorization from the City Manager.

Employees may not run any software on any City computer or technology resource that is not properly purchased, licensed, and installed by those employees and/or contractors responsible for Information Technology for the City.

Employees may not share their credentials for accessing the City's technology resources or that of its vendors, including logging on and running any software, with others and may not use anyone's credentials other than their own for such purposes without the express written permission of the City Manager.

All of the City's policies, including, but not limited to, its policy on Equal Employment Opportunity, apply to the use of the City's technology resources. If any employee feels that he or she has witnessed or been the subject of any conduct in violation of this policy, the employee should utilize the Complaint Procedure set forth in this Handbook.

Discipline

Employees will be subject to discipline, up to and including termination from employment, for violating this policy. Therefore, before using any of the City's technology resources, employees should consider whether their actions meet the expectations set forth herein. In doing so, employees should be mindful that electronically stored information can often be saved or retrieved even after an employee believes he or she has taken steps to delete it.

Use of Personal Mobile Devices

Employees may bring personal mobile devices to work, such as personal cell phones, smart phones, and tablets. However, these personal mobile devices may not be used to perform any City business or work-related activities and may not be used to access the City's data or networks, unless authorized in advance and configured by those employees and/or contractors responsible for Information Technology for the City. Employees should not have an expectation of privacy in anything they create or store on, send, or receive on their personal mobile device if such material was in any way transmitted using the City's technology resources, including its data networks or Internet connection. The above provisions of this policy regarding the City's right to inspect and monitor devices apply with respect to such material.

Although employees are permitted to bring personal mobile devices to work, they are at all times expected to devote their entire time and attention to performing their job duties for the City without distraction by their personal mobile devices. Therefore, employees may not use personal mobile devices during work hours except for emergency reasons only. Employees may, however, use personal mobile devices during non-work hours, such as during an approved break or meal period, provided that such use is outside the view of public who may be at City offices and not used in violation of any policies in this Handbook, including the City's Technology Resources Policy. In addition, employees must keep their personal mobile devices on "vibrate" or "silent" mode at all times while at work.

Social Media Policy

Introduction

In general, the City views social networking websites (e.g., Facebook, Instagram, Snap Chat and Twitter), personal websites, and blogs positively and respects the right of employees to use them as a medium of self-expression. However, the use of these types of websites can impact both the City and employees alike. Therefore, the City has created this policy to establish its expectations for employee use of these types of websites.

Applicability

This policy is meant to apply to social networking sites; personal websites; blogs; photo, video and file sharing sites; podcasts; as well as bulletin boards and comments posted on other websites. For ease of reference, this policy refers to all of these types of websites generically as “social media websites”. The absence of an explicit reference to a specific website is not meant to limit the application of this policy. Where no policy or guideline exists, employees should use their professional judgment and take the most prudent action possible. You should consult with your supervisor if you are uncertain about any of your activities on a social media website.

No Interference with Job Duties

As set forth in the City’s Use of Technology Resources Policy, the City’s Internet and computer resources are provided to employees to allow them to complete their job duties and should be used for business purposes only. As such, the City does not allow personal use of social media websites using City computers, equipment, or networks or at all during an employee’s work time.

Use Outside of Work

Employees may use social media websites during their personal time outside of work and without the use of City computers, equipment, or networks. Employees must be aware, however, that information they display on the Internet reflects not only on them but could be associated with the City as well. Therefore, employees are expected to follow these guidelines when using any social media website:

- A. Employees should use their best judgment and discretion when posting material and information online.
- B. Confidential and proprietary information of the City is not to be discussed or referred to by employees on any social media website, even in private messages between site members who have authorized access to the information.
- C. Employees are responsible for reading, knowing, and complying with the Terms of Service of the social media websites they use.
- D. Employees are expected at all times to comply with the law in regard to copyright, trademark, and plagiarism. Posting of someone else’s work without permission is not allowed.

Other City Policies

All other policies in this Handbook apply with equal force to employee use of social media websites. In particular, employees are expected to follow the City’s Equal Employment Opportunity policy when participating in social media websites. The City considers behavior that is inappropriate in the workplace

to be inappropriate on the Internet as well, meaning that the City's Equal Employment Opportunity Policy concerning discrimination, harassment, and retaliation applies equally to the treatment of employees in the workplace or on the Internet.

Disciplinary Action

While the City respects the right of employees to use social media websites, it has established this policy for the benefit and protection of the City and its employees. Any employee witnessing or who believes a violation of this policy has occurred should utilize the Complaint Procedure set forth in this Handbook. The City takes the expectations explained above very seriously. As such, employees are advised that violating this policy may result in disciplinary action, up to and including termination.

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Employment Policies

Code of Conduct

Since its inception, the City and its employees have been committed to ethical practices, honesty, fair dealing, and full compliance with all the laws affecting the City's activities. This code of conduct is general in nature and is not meant to cover all possible situations. In order to support the mission of the City, employees are committed to the following principles:

1. Quality: Everything we do has our signature on it. Anything worth doing is worth doing right. Services we provide and work we perform should be a source of pride for us and for the citizens of this community.
2. Respect: The City, and each employee, is obliged to treat all people within this organization and throughout the community with the highest respect. In return, the City expects its employees to be treated in the same manner. As a guide, we should strive to treat each citizen, customer, and fellow employee in the same way we would treat a member of our own family under similar circumstances. The use of profanity in the workplace is not allowed and may subject employees to discipline, up to and including termination.
3. Efficiency and Economy: The City strives to provide innovative, high quality services and responsible stewardship of the community's resources to benefit current and future generations.
4. Loyalty: Each City employee has the duty to actively support the goals and mission of the City and to act in accordance with its needs and goals. This commitment to the organization means that we are to act only in the best interest of the community and avoid any perception to the contrary. The interests of the City community and this municipal government can never be served by compromising our principles.
5. Integrity: All City employees have a responsibility to adhere to these basic principles of conduct and to all policies and ordinances of the City in their daily activities on behalf of the community. Citizens observe our actions each day. Even minor mishaps and policy violations can project a negative view in the mind of the public. For example, littering, smoking in restricted areas, and violations of parking ordinances and traffic laws can damage the respect that citizens have for municipal government employees. We are all held to a high standard and must avoid any appearance of violation of the City policies, ordinances, and laws.
6. Principles of Ethical Conduct: Every employee has the obligation to conduct himself/herself according to the highest ethical standards and to comply with these principles of ethical conduct and all policies of the City.
 - a. Equipment and property of the City must only be used for purposes that are proper in conducting the work of the City.
 - b. All payments for goods or services must be for proper purposes and shall be set forth in documentation supporting the payment.
 - c. All entries made to the financial records must be true, complete, accurate and consistent with generally accepted accounting principles, with no omissions.

7. Conflict of Interest: Never engage in business with the City government, either directly or indirectly, which is inconsistent with the conscientious performance of your City governmental duties. We are held to a high standard to avoid the appearance of dispensing special favors or privileges to anyone.

Standards of Conduct

Each employee has an obligation to observe and follow the City's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with his/her job performance, the job performance of others, or the orderly and efficient operation of a department or the City's services, corrective disciplinary measures will be taken. All employees also share an obligation to safeguard the integrity of the City's reputation and assure the continuation of ethical business practices.

Disciplinary action may include a verbal counseling, written warning, suspension without pay, and termination from employment. However, the City reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The City will deal with each situation individually and nothing in this Handbook should be construed as a promise of specific treatment in a given situation or any policy that one form of disciplinary action will necessarily precede another.

By way of illustration only, the following misconduct may result in disciplinary action, up to and including termination:

1. Violation of the City's policies set forth in this Handbook or in the City's charter or any City resolution or ordinance;
2. Insubordination;
3. Excessive absenteeism or tardiness;
4. Violation of the City's Drug-Free Workplace Policy, including possession, use or sale of drugs or alcohol during working hours, reporting to work under the influence of drugs or alcohol, or unlawful use of drugs or alcohol;
5. Possession of dangerous instruments on City property, including illegal firearms;
6. Unsatisfactory job performance;
7. Suspicion of theft or dishonesty;
8. Violation of the City's Equal Employment Opportunity Policy or disrespect toward fellow employees, customers, visitors or other members of the public;
9. Violation of the City's Workplace Violence Policy;
10. Gossiping or discussing/disclosing confidential business or personnel matters;
11. Failure to work with a positive attitude;
12. Failure to help and support other employees;
13. Violation of any policies or procedures set forth in this Handbook;
14. Disrespectful or unprofessional conduct;
15. Unauthorized or inappropriate use or disclosure of confidential information or trade secrets;
16. Violating the City's Dress Code Policy, including wearing one's City work uniform while off duty; and
17. Other misconduct as determined by the City.

These examples are not all-inclusive. The City emphasizes that discipline and termination decisions may be based on an assessment of all relevant factors, including the severity of the infraction and the employee's work record, as determined by the City.

Employee Privacy Policy

It is the City's policy to respect the privacy of employee personnel and payroll records to the extent possible while at the same time complying with the City's operational needs and all obligations regarding the public availability of open records and required production of records pursuant to a subpoena, court order, or otherwise. Therefore, absent the consent of the individual involved, a request made under the Georgia Open Records Act, or a subpoena, court order, or other circumstances requiring production, employee personnel and payroll records will only be made available for inspection and review to authorized individuals on a "need-to-know" basis.

In addition, an employee will be given access to inspect his own personnel and payroll records upon his request and scheduling an appointment at appropriate time, outside of his or her work hours, that is approved by the Human Resources Director. The employee will be charged for any copies he or she requests at the same rate the City charges for copying documents pursuant to an Open Records Request. An employee may request, through his or her Department Head, the correction, amendment or supplementation of records that they believe are not accurate, timely or complete. However, such corrections, amendments, or supplementation is not guaranteed and will only be made at the discretion of the City Manager.

Search and Inspection of City Property

Employees shall have no expectation or right of privacy with respect to City facilities, property, and equipment including computers, desks, cabinets, drawers, and lockers. Employees shall not affix any personal locks to any City facilities, property, and equipment. The City reserves the right to search all City facilities, property, and equipment at any time with or without notice and for any reason, and to search employee personal items that are located or stored in any City facility, property, and equipment for work-related reasons, upon reasonable suspicion for such reasons. Please also refer to the City's Use of Technology Resources Policy.

Confidential Information

Employees must carefully protect and may not, directly or indirectly, make any unauthorized disclosure or use of any confidential information acquired by virtue of their employment with the City except as required for the performance of their authorized employment duties on behalf of the City. Employees may not provide to anyone or permit others to use confidential information except in the performance of their authorized employment duties.

Duty to Report Criminal Charges/Determinations

Criminal Charges

An employee of the City of Villa Rica who is charged with a felony must report the charges immediately upon reporting to work to Human Resources. Misdemeanor charges (other than a minor traffic offense and/or local ordinance violation) shall report having been charged to his or her supervisor within three (3) business days of becoming aware of such charge. The employee shall report the crime(s) he or she has been charged with and provide documentation of the charges upon request. Within three (3) business days of receiving notice from the employee, the supervisor will contact Human Resources so a determination can be made as to what action, if any, is immediately warranted. Failure to report under this policy may result in disciplinary action, up to and including termination

Criminal Determinations

Within three business (3) days of the employee receiving a disposition of criminal charges, he or she will notify his/her supervisor and provide documentation of the disposition. Within three (3) business days of receiving notice from the employee, the supervisor will contact Human Resources so a determination can be made as to what action, if any, is warranted. Failure to report under this policy may result in disciplinary action, up to and including termination of employment.

Political Activity

City employees are encouraged to exercise their right to vote, but City employees may not engage in any political campaign activities while on duty, while in the workplace, while in uniform, or using any City property or equipment, including any City computer, network, or vehicle. This prohibited activity includes, but is not limited to, distributing information, assisting with campaign materials or initiatives, or soliciting contributions or services for any political party, political candidate or organization, or otherwise spending work time on an activity in furtherance of any political party, candidate, or political organization while on duty. Nothing contained herein shall be construed to restrict the right of City employees to hold membership in and support a political party or candidate, to vote as he or she chooses to express personal opinions on political subjects and candidates, to maintain political neutrality, or to attend political meetings during non-working hour..

Inclement Weather and Emergency Circumstances

The City Manager will make the final decision to close government offices because of inclement weather or other emergency circumstances. The City will announce any closures or delayed openings by reporting them to the City's official website and local news media.

Some employees may be required to work even when City offices are closed because of the nature of their job duties, which may require continued services in the event of inclement weather or other emergency circumstances. Department Heads shall make a determination of the emergency or non-emergency job status of all employees within their departments and notify such employees of their classification. Employees who are considered emergency status employees must contact their supervisor regarding their work schedule in the event of inclement weather or other emergency circumstances.

If inclement weather or other emergency circumstances require the closure of City offices, the City may grant employees paid or unpaid time off in its discretion depending on the circumstances, which shall be determined on a case-by-case basis by the City Manager. Salaried exempt employees will be paid in accordance with the Fair Labor Standards Act. Any time taken off by employees due to inclement weather or other emergency circumstances, but where City offices are not closed, is to be used as any available, accrued vacation or will be unpaid.

Outside Employment

City employees may engage in outside employment that does not create a conflict of interest or interfere with their performance of duties for the City. However, any outside employment must be approved by the employee's Department Head in advance. To obtain approval, an employee must submit a written request to the Department Head and meet with the Department Head to discuss the outside employment and whether it will create a conflict of interest or interfere with the performance of job duties. If the request is approved, the Department Head will sign the request and provide it to the Human Resources

Director to be retained in the employee's personnel file.

Any outside employment by Department Heads must be approved by the City Manager in advance, and if approved, will be put in writing and provided to the Human Resources Director to be retained in the Department Head's personnel file.

Newly hired employees who hold an outside job, own a business, or are self-employed at the time of hire with the City must notify the City during the application process and then submit a request for outside employment immediately upon employment with the City using the following procedure described above.

Failure to submit a request for approval prior to engaging in outside employment, any conflict of interest as a result of outside employment, or any interference with the performance of job duties for the City as a result of outside employment, may be cause for disciplinary action up to and including termination of employment.

Gifts and Gratuities

Employees may not accept gifts, gratuities, or loans from organizations, business entities, or individuals with whom they have official City government business relationships. These limitations are not intended to prohibit the acceptance of any items which are distributed free of charge to the general public, nor to prohibit the acceptance of token gifts given during the Christmas holiday season provided the fair value does not exceed \$25.

Bulletin Boards/Solicitation & Distribution

Bulletin Boards are provided for official City business, announcements, holiday notices, job openings, policies and procedures. Employees should periodically check the boards for updates or new announcements. Bulletin boards shall not post commercial or political advertising or any other activity such as, meetings or announcements unless sponsored by the City.

It is the City's policy to forbid all solicitation for contributions, membership in clubs or organizations, signatures for petitions or the sale of consumer products, or other outside business on City premises. An exception is made for City-approved charitable endeavors. The City may also choose to recognize charitable drives as a community-backed effort.

In order to avoid unnecessary annoyances and interruptions during the workday, solicitation by an employee of another employee is prohibited on the premises. Distribution of literature by employees is prohibited at all times on City premises.

Non-employees may not solicit for any purpose or engage in distribution of any literature or commercial goods of any kind in work areas at any time.

Use of City Property

New employees may be issued City property upon hire. This may include: (a) key or key card for access to buildings and offices; (b) photo identification card; (c) uniforms required to be worn for one's job; and (d) computers or mobile phones; (e) fleet fuel card.

No employee or City official may use any equipment, materials, supplies, or other City property or the services of City employees for his personal benefit. Employees are expected to use proper care when using the City's property and equipment. No property may be removed from the premises without the proper authorization of the employee's Department Head or the City Manager. If an employee loses, breaks, or damages any property, he must report it to his supervisor immediately. An employee who deliberately loses his or her required uniform or loses or breaks his or her City-issued computer or mobile device will be required to replace them at their own expense. For the first incident, the employee will be responsible for 50% of the replacement cost. Documentation will be kept in their personnel file. If there are subsequent incidents, the employee will be responsible for the entire replacement cost as well as disciplinary action up to and including termination of employment.

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Dress Code

General Expectations

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times. Our professional image is an important aspect of our organization. Whether or not your job responsibilities place you in direct contact with City officials, state officials, legislators, or the public, you represent the City with your appearance as well as your actions.

Generally, the City has a business casual dress code, and employees are expected to wear business casual attire to work at all times. Business casual attire includes dress pants, suits, dresses, skirts, sweaters, blouses, turtlenecks, and collared shirts bearing the City's logo. Shirts must be tucked in and clothing must fit well, be clean, and properly pressed.

Some employees may be required to wear a uniform for their job. Uniformed employees must wear the designated uniform when reporting for work and shall ensure that it fits well, is neat, clean, and properly pressed. Under no conditions will a part of the official designated uniform be intermixed with other clothing.

Employees may not wear City work uniforms while not on duty. Doing so may incorrectly create the appearance that an employee is on duty and representing the City during their off-duty hours.

Jewelry, Piercings and Tattoos

Professional appearance can also be affected by jewelry, piercings, tattoos, and the like. Jewelry (including ear piercings) is permissible if kept to a minimum. Jewelry should not be a source of distraction, and should not impair job performance or safety. Facial and neck tattoos are not permissible, other facial or visible body piercings are also prohibited.

Any employee who contends that this policy interferes with his/her sincerely held religious beliefs should contact Human Resources to inquire into whether he/she may be eligible for an exemption.

Personal Grooming

Professional appearance also includes an emphasis on standards of personal hygiene and good grooming. No staff member shall have an odor generally offensive to others when reporting to work. An offensive body odor may result from lack of good hygiene, from an excessive application of fragrance or from some other cause. Remember that some employees are allergic to the chemicals in perfumes and makeup, so wear these substances with restraint.

Casual Fridays

Unless otherwise directed by the City Manager, employees may wear casual attire on Fridays. This policy does not apply to employees who are required to wear designated uniforms, unless the City Manager authorizes otherwise for "Special Occasions." Acceptable attire for casual Fridays include: jeans, sneakers, City logo sweatshirts or collared shirts, non-graphic and non-offensive tee shirts, shirts, dresses, skirts, mid-calf Capri's and office-appropriate sandals. All clothing worn on Fridays must fit well, be clean, and properly pressed.

Inappropriate Dress

The following clothing items are not appropriate at any time: shorts for office personnel, halters, tank tops, mini dresses, spaghetti strap tops, leggings, jeans/khakis with holes, overalls, jogging suits, low neckline front or back, sheer clothing, clothing that is too tight or too short, flip flops and slippers, Crocs of any kind or clothing/hats that have inappropriate words, pictures, scenes, etc., that would be disruptive to the work environment. Jeans of any kind are not appropriate at any time other than Casual Fridays.

All decisions about whether an employee is appropriately dressed for work shall be made by the City in its sole discretion. Employees who are considered to be not dressed appropriately may be required to leave work to change into the appropriate attire. Employees will not be compensated for the time they are away from work to change clothes.

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Operating City Equipment

Purpose

The City strives to provide a safe working environment and to protect its employees from job-related injuries and illnesses. The intent of this policy is to guide employees in the required use of safety belts and the expected use of telecommunication devices. It is the goal of the City to eliminate driver distractions by its employees due to talking or texting on a telecommunication device while operating a vehicle during the commission of their official duties. In addition to this Safe Driving Policy, all employees covered by this policy are expected to know and to abide by the Georgia Uniform Rules of the Road, found in O.C.G.A. §§ 40-6-1 through 40-6-397. **Tobacco use and the use of vaporizers are prohibited in City vehicles or equipment.**

Definitions

Vehicle – Every motor vehicle, including, but not limited to, pickup trucks, vans, and sport utility vehicles, designed to carry ten passengers or fewer and used for the transportation of persons.

Motorized Equipment – City equipment such as lawn mowers, tractors, spreaders, street sweepers, back hoes, construction equipment and other outdoors wheeled equipment operated by City employees.

Telecommunication Device – Any device capable of sending and/or receiving voice, text, photographic, video, or other communication wirelessly via analog, digital, or any other technology that may be carried on or about a person. Examples include cellular telephone, text messaging device, personal digital assistant, standalone computer, or any other similar wireless device that can be used to initiate or receive a wireless communication.

Driving – Operating a motor vehicle or equipment on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. It does not include being in a vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to park.

Text Messaging – Reading from or entering data into any handheld or other telecommunication device, including for the purpose of short message service texting, emailing, instant messaging, or engaging in any other form of electronic data retrieval or electronic data communication.

Applicability

This policy applies to all employees who operate or drive City-owned vehicles and equipment and to employees who drive privately-owned or rented vehicles during work time or while otherwise conducting City business. However, the portions of this policy relevant to the use of a telecommunication device do not apply to the following employees or situations:

- A. Reporting a traffic accident, medical emergency, fire, serious road hazard, or a situation in which the employee believes a person's health or safety is in immediate jeopardy;
- B. Reporting the perpetration or potential perpetration of a crime;
- C. A public utility employee or contractor acting within the scope of his or her employment when responding to a public utility emergency;

- D. Engaging in wireless communication while a motor vehicle is off the roadway where it is safe and legal to park; and
- E. Using a City-issued two-way radio device (e.g., 800 MHz radio) for time-sensitive communications or a GPS navigation device provided that all due care is taken to ensure the safe operation of the vehicle.
- F. Engaging in wireless communication with a “hands-free” device.

Safety Belt Use and Maintenance

- A. All employees and passengers are required to wear a properly adjusted and fastened safety belt;
- B. All mowing, grading, and similar equipment which has the capability to exceed 15 mph during travel shall be equipped with a roll over protection device and safety belts that must be worn by the operator at all times;
- C. No employee may allow another person to ride as a passenger on a trailer or in the bed of a pickup truck or any other towed equipment; and
- D. It is the responsibility of the driver and the supervisor to ensure that safety belts are maintained in good working condition by ensuring that: (a) safety belts are inspected regularly; (b) safety belts are visible and readily accessible for use in vehicles and on equipment; and (c) safety belts are regularly cleaned and are operational at all times.

Distracted Driving

Employees must exercise due care in operating a motor vehicle and/or motorized equipment and shall not engage in any actions that distract employees from the safe operation of vehicles and equipment.

- A. Except for the exclusions noted above, use of telecommunication devices is prohibited while driving. No employee shall operate a motor vehicle or motorized equipment for work purposes on any public road, public property, street, or highway while using a telecommunication device to talk, write, send, or read any text-based communication, including, but not limited to, a text message, instant message, or electronic mail.
- B. In the event that a phone call must be made or a text message must be sent or received, an employee must find a location off the roadway where it is safe and legal to park to use the device.

Business Use Only

City vehicles are to be used for purposes of conducting City business only and may not be used for any personal reason, including driving to or from lunch or any other location when not required for City business. Exceptions include positions that are permanently assigned take-home vehicles.

Disciplinary Action

The City takes the obligations described in this policy seriously. Failure to comply with this policy may result in driving privileges being revoked, which may prohibit an employee from fulfilling the duties and responsibilities of his or her position, and/or disciplinary action up to and including termination.

Compensation and Performance

Work Weeks and Hours of Work

A normal work day and work week for full-time employees generally is considered eight (8) hours per day, five (5) days per week. The work week is defined as running from Sunday through Saturday. Actual work hours during each day, and work days during each week, may vary depending on an employee's job position.

Overtime

The City complies with the requirements of the Fair Labor Standards Act and any applicable local law with respect to wages and hours. Please understand that there may be times when you will need to work overtime. However, all overtime must be approved in advance by your supervisor. Any employee, who works unauthorized hours or overtime, including arriving early or staying late, working through meal or break periods, or working from home, may be subject to disciplinary action, up to and including termination of employment.

Non-exempt hourly employees will be paid overtime at a rate of one and one-half times their regular hourly rate for all hours worked over 40 in a week. Exempt salaried employees do not receive overtime pay. Exempt salaried employees are subject to deductions from their salaries only for lawful reasons.

If an employee feels he or she has been subject to an improper salary deduction, has been improperly classified as exempt or non-exempt, or has not been paid overtime for any hours worked over 40 in a week, the employee should notify the City using the Complaint Procedure set forth in this Handbook. In the event it is determined that an improper salary deduction was made or that an employee was not paid any overtime due, the City will reimburse the employee.

Meal/Break Periods

Meal and/or break periods are not required by the Fair Labor Standards Act and are not formally designated by the City but may be authorized by a Department Head. Any meal and/or break period may only be taken as approved by the employee's Department Head. Breaks from 0 to 20 minutes in length will be treated as hours worked. However, any breaks longer than 20 minutes or bona fide meal periods of 30 minutes or more in which an employee is totally relieved of duties will not count as hours worked, and employees are responsible for clocking in and out, or otherwise accurately recording their time, for such break or meal periods. **Employees in public view of customers must leave their work area during a meal period.**

Nursing Mothers

It is the policy of the City of Villa Rica to provide reasonable break time for an employee to express milk for her nursing child for one (1) year after the child's birth. Each time such employee has need to express the milk, the City will make reasonable effort to provide a clean place or location, in close proximity to the work area, where the employee can express her milk in privacy.

Attendance Policy

All employees are expected to be present and on time to perform the duties for which they were hired. If

an employee is going to be late or absent from work, the employee must notify his or her immediate supervisor at least 30 minutes prior to their starting time. The employee is required to speak with his or her supervisor directly, or, if the supervisor is not available, with the Department Head. It is not acceptable for an employee to have another person call for him or her, or for the employee to leave a message or a voicemail with a co-worker.

Excessive absenteeism or tardiness will result in disciplinary action, up to and including termination. The following guidelines do not apply to pre-approved medical appointments or pre-approved vacation.

Excessive absenteeism or tardiness is generally considered:

- More than one occasion of unexcused absence;
- Three occasions of excused absence or tardiness in a one-month period;
- Six or more occasions of excused absence or tardiness within a six-month period; or
- An unacceptable pattern of absences and/or tardiness over an individual's employment history.

It is important to understand that individual circumstances may dictate that fewer tardies or absences than listed above still may be considered excessive absenteeism or tardiness. An employee's attendance simply is one aspect of job performance and will be considered together with overall performance and attitude.

Employees who are absent for three (3) days without notifying the City, will be assumed to have voluntarily abandoned their employment with the City and will be removed from the payroll.

Performance Reviews

Every employee's job performance is important to the City and is critical to the services we provide to citizens. The City believes more frequent, but less formal feedback is most helpful to employees. Therefore, your supervisor and/or Department Head may provide you with feedback and/or a review of your job performance periodically throughout the year. These reviews may be verbal or in writing.

New employees and employees in new job positions will generally be reviewed at the end of their Probationary Periods. In addition, all employees will receive an annual performance review from their supervisor and/or Department Head, which will be conducted on or around the anniversary date of their employment with the City or date of their last promotion, transfer, or demotion into their current job position. Normally, this review will be postponed or delayed beyond an employee's anniversary date or date of promotion, transfer, or demotion into their current position to reflect any period of time greater than 30 days in which an employee was out of work during the prior year. These reviews will be completed on an approved form and provide an assessment of each employee's job performance and progress.

These reviews are intended to provide a basis for better understanding between you and your supervisor and/or Department Head regarding your job performance, potential, and development within the City. Please understand, however, that a positive performance review does not guarantee an increase in compensation, a promotion, or continued employment. All compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of the City. Of course, if employees ever have questions or would like feedback on their job performance, they are encouraged to discuss it openly with their supervisor and/or Department Head.

Compensation Policy

All job classifications and/or positions of employment with the City shall have assigned pay ranges establishing the minimum and maximum levels of compensation employees in such classifications and/or positions generally will receive. Within such pay ranges, employees may be eligible to receive periodic pay increases on the basis of merit.

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Employee Benefits

Note: The information in this Handbook is current when published but the benefits provided may have changed since publication of this Handbook. The benefits below may be added to, terminated or changed by the insurer at any time. Please consult the insurance broker or provider, if you have a question about your benefits or coverage.

Employee Benefits

The City may offer certain benefits to its employees and their dependents. Benefits are not offered to spouses of City employees who are employed and offered coverage through their employer. All benefits are accompanied by eligibility requirements which must first be met by the employee and dependents (if applicable) before being eligible for coverage. All provisions for the various benefits and eligibility for same are governed by each benefit plan instrument which may be a plan document or certificate of coverage, or both. All employees will receive information explaining the plans in detail. This information also may be available in Human Resources at City Hall. In general, however, the following summarizes certain benefits the City may offer to employees. Any conflicting provisions contained in the applicable plan documents are controlling over the summaries provided below.

Elected and Mayoral or City Council Appointed Officials may be eligible for different or additional benefits not available to regular employees, in accordance with the provisions of the applicable benefit policy.

All rights and benefits are determined in accordance with the provisions of the applicable benefit policy, and employee, elected official, and appointed official benefits are effective only if such individuals are eligible for the benefit (including any insurance) and remain covered or insured in accordance with policy terms. Any benefit policy is subject to amendment, suspension, modification, or termination in accordance with any provision thereof or at the discretion of the City without the consent, notice to or concurrence of any person covered or insured thereunder.

Group Health, Dental and Vision Insurance

The City may offer, if economically feasible, medical, dental, and/or vision coverage for eligible employees and their eligible dependents. Medical insurance may be offered for purchase by the employee and may be subsidized by the City at a level approved by the City Council on an annual basis. Employees are eligible to be covered for medical insurance on the first (1st) of the month following thirty (30) days of employment.

Life Insurance

The City may offer, if economically feasible, basic life insurance to eligible employees to help them protect their family in the event of the employee's death. Basic life insurance may be offered for purchase by the employee and may be subsidized by the City at a level approved by the City Council on an annual basis. In addition to the basic life insurance, the City may offer eligible employees the opportunity to purchase supplemental life and accidental death and dismemberment insurance on themselves and dependent life insurance on their eligible dependents. Employees are eligible to be covered for life insurance on the first (1st) of the month following thirty (30) days of employment.

Supplemental Insurance

The City may offer, if economically feasible, supplemental insurance for eligible employees and their eligible dependents. Supplemental insurance coverage may be offered for purchase by the employee and may be subsidized by the City at a level approved by the City Council on an annual basis. Employees are eligible to be covered for supplemental insurance on the first (1st) of the month following thirty (30) days of employment.

Deferred Compensation Plan - 457(b)

The City may make available a deferred compensation program. The Deferred Compensation Program is a voluntary, tax-deferred program designed to help supplement eligible employees' income at retirement. Through this program, eligible employees may designate an amount to be deducted from their gross salary on a before-tax basis each pay period and placed in an investment account selected by the employee. Currently, the City will contribute one half of the employee's contribution, not to exceed 3% of the employee's salary. **Employees are eligible after successfully completing new hire probationary period.**

Disability Insurance

The City may offer, if economically feasible, Short Term Disability (STD) and/or Long-Term Disability (LTD) coverage to eligible employees to provide them a portion of their salary when they are unable to work as a result of an off-the-job disability. STD and/or LTD insurance may be offered for purchase by the employee and/or subsidized by the City at a level approved by Council on an annual basis. Employees are eligible to be covered for STD or LTD insurance on the first (1st) of the month following thirty (30) days of employment. Currently the City provides Long Term Disability for eligible employees.

Retirement

The City maintains a pension plan with the Georgia Municipal Assn (GMA). The City currently pays for the employees' pension plan at 100%. This is a non-matching plan and the employee is vested after ten (10) years of employment.

Employee Assistance Program

The City of Villa is dedicated to the health and wellbeing of their employees. The City offers an Employee Assistance Program (EAP) through Tanner Medical Center. This service provides counseling for issues such as personal and family concerns, job stress, alcohol or drug problems, and emotional trauma. This program is confidential and results will not be shared with the City or your supervisor unless you give permission to do so. More information is available in Human Resources or you can contact Tanner EAP at 770-834-8327.

Discounted Participation Fees and Facility Rentals

Employees of the City of Villa Rica may use City facilities and enroll in City programs for a reduced fee. Employees will receive a 50% discount on fees for facility rentals, team sports, summer day camp, and merchandise, etc. There is not a limit on the number of times you can take advantage of this discount.

Educational Assistance

The City recognizes that the skills and knowledge of its employees are critical to the success of the organization. The educational assistance program encourages personal development through formal education so that employees can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable jobs within the City. To maintain eligibility employees must remain in an active pay status and be performing their job satisfactorily through completion of each course. Regular full-time employees are eligible for education assistance.

The City has the sole discretion to determine whether a course relates to an employee's current job duties or a foreseeable-future position. Employees should contact Human Resources for more information or questions about educational assistance.

Employees who wish to attend job-related classes/courses/seminars **that are directly related to their current position**, are responsible for submitting requests to their Department Head, who will obtain approval from the City Manager. When the request is approved, all arrangements, including travel arrangements, will be made by the by Finance, who will notify the requesting department once arrangements are complete. All training and testing must be approved in advance by the City Manager.

The City will pay the cost of courses for all required, job-related training/certification as specified here: (i.e., water or wastewater certification programs)

Course/training/certification	one (1) time
Course/training/certification test	one (1) time
Refresher Course for re-test	one (1) time

If an employee fails to acquire certification required for their position, a determination will be made whether the employee should be reassigned or terminated.

While educational assistance is expected to enhance employee performance and professional abilities, the City cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases. *If an employee terminates employment with the City within six months of completing training, all expenses incurred will be reimbursed to the City.*

Successful completion of training or certifications may result in pay adjustments at the discretion of the City Manager.

Tuition Reimbursement Program

The City of Villa Rica believes strongly in the benefits of education. In an effort to provide incentive and assistance toward continuing education, educational reimbursement is available to career service employees to reimburse a portion of pre-approved expenses for educational courses which directly relates to the employee's present job or a reasonably attainable promotional objective. All courses must be pre-approved.

Eligibility Requirements for Tuition Assistance

- A. Only full time (minimum of 30 hours) regular status employees who have successfully completed their probationary period; who are rated as satisfactory or better on their last**

evaluation; and have completed one (1) year of service are eligible to apply for assistance. Specific mandated training is not included under this program.

- B. Educational training must be obtained at an accredited educational institution.
- C. Courses must be taken on the employee's own time.
- D. Qualifying courses must:
 - 1. directly relate to duties and responsibilities of the employee's current position or
 - 2. must enhance the employee's potential for advancement to a position with the City to which the individual has a reasonable expectation of advancing.
 - 3. approved courses may range from obtaining GED certification to technical courses such as electronics, engineering, computers through Master level studies.
- E. Employee eligibility will be determined by the City Manager prior to enrollment in the course. Applications received after the course(s) have begun shall not be considered for educational reimbursement.
- F. There will be no duplicate payments for the same course. If the course is reimbursable under any State or Federal Educational benefits (including V.A.) or any other outside agencies, grants (HOPE Grant), etc., the City will provide educational reimbursement only for the cost above those paid by the other outside sources. The employee is required first to apply for any outside benefits for which he/she is eligible.
- G. Actual tuition fees, laboratory fees, technology fees, distance learning fees, instructional fees, and work manuals necessary to the course, are reimbursable. Application fees, miscellaneous administrative fees, graduation fees, test and examination fees, evaluation fees, parking fees, activity fees, athletic fees, data cards, student services fees, health fees, food, mileage, lodging, etc. are not subject to reimbursement.
- H. Upon successful completion of the course, educational reimbursement will be as follows for pre-authorized expenses:

GRADE	REIMBURSEMENT
A	100%
B	75%
C	50%
Below C	0%

- I. Any course that is provided on a pass/fail basis only, as approved by the City under this program, will be eligible for 75% educational reimbursement for successful completion of the course.
- J. Course books are considered permanent property of the student and are not subject to reimbursement.
- K. Reimbursement shall follow the employee's presentation of eligible reimbursement expenses and the employee's grade reports upon receipt to the Human Resources Department. Reimbursement requested more than ninety (90) days after completion of course will not be honored.
- L. If an employee terminates employment with the City within two years of completing a program of study or six months from completing a course, all expenses incurred will be reimbursed to the City.

Paid Time Off

Paid Holidays

The City observes the following holidays during the year:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24th
Christmas Day	December 25th

If a holiday falls on a Sunday, it will normally be observed on the following Monday, and if the holiday falls on a Saturday, it will normally be observed on the preceding Friday. An employee who is not on approved leave and who fails to report on his or her scheduled work days before and after the holiday will not be paid for the holiday. Holidays that occur during an employee's approved annual or sick leave will not be charged against the employee's annual or sick leave. An exempt employee who is required to work on a designated holiday during the regular work cycle may receive a commensurate day off at a later date. This date must be agreed upon by the Department Head and City Manager and scheduled within three (3) months of the holiday worked.

Employees who work on the actual day of a holiday will be paid at their regular rate for the first eight (8) hours worked on the holiday (holiday pay) and be compensated in accordance with the Fair Labor Standards Act for all time worked on a holiday. All hours worked on a day the City is closed to observe a holiday, but which is not the actual holiday itself will be paid at the employee's regular rate.

Permanent Part-Time employees will be eligible for Holiday Pay based on their regular work commitment, provided they are in pay status the day before and the day after the Holiday

Vacation and Sick Leave

Eligibility

All regular, full-time employees are eligible to accrue vacation and sick leave.

Use of Vacation

Vacation may only be taken with approval. An employee who wishes to take vacation must provide three (3) days advance notice to his or her supervisor by submitting a vacation request; unless the vacation is used for a legitimate, unexpected illness or emergency.

The City appreciates as much notice as possible, preferably thirty (30) days, when an employee knows he or she expects to miss work for an extended scheduled absence, such as a planned vacation. When possible, vacation will be allowed in accordance with employee requests, taking operating requirements into

account. Generally speaking, length of employment determines priority when scheduling vacation.

Requests for vacation leave must be made in writing ten days in advance and will be granted at the discretion of your supervisor or department head.

Accrual of Vacation

All regular full-time City employees (including police officers on all shifts) accrue vacation leave credits on the following basis. The accrual rate increases on the employee's anniversary date.

Years of Service	Hours per pay-period	Hours Per Year	Days Per Year
0-6 months			
7-12 months	3.0769	80	10
After 1 Year-4 years	3.0769	80	10
After 4 years through 9 years	3.69	96	12
After 9 years – 14 years	4.62	120	15
15+ years	6.15	160	20

Accrual of vacation time will not begin until successful completion of the new hire probationary period. In addition, the employee will receive a lump sum of five (5) days at the end of the probationary period and begin accruing vacation at the rate of 3.0769 hours per pay period.

Carry Over of Vacation

In the event that vacation is not used by the end of the next benefit year, employees may carry forward a maximum of 240 hours or thirty days. When the unused vacation reaches 240 hours, additional accruals will stop, until the accrued balance falls below 240 hours.

Payment for Unused, Accrued Vacation

Employees will be paid for unused, accrued vacation upon termination of employment. Employees who are subject to layoff or reduction, who retire, or who otherwise voluntarily terminate their employment may receive unused, accrued vacation if they provide two weeks' notice of their termination and depart on good terms, as determined in the sole discretion of the City.

Use of Sick Leave

Full-time employees will begin to accrue sick leave immediately upon employment. Eligible employees will accrue sick leave at the rate of 12 days per year, one day for every full month of service. In the event that sick leave is not used by the end of the benefit year, employees may carry forward any unused sick leave up to 720 hours or 90 days. Upon termination of employment the employee shall not be paid for any sick leave earned and not taken. Sick leave must be earned prior to being used.

Paid sick leave can be used in a minimum increment of 30 minutes. Eligible employees may use sick leave for an absence due to their own illness or injury or that of a dependent. A dependent is defined as a family member that resides in the employee's household.

Personal Leave

Employees will be able to convert up to three days or 24 hours of sick leave to personal leave at the end of each year. This leave is designed to allow the employee to attend to personal business without using vacation time. In order to convert sick leave to personal leave the employee must have at least 40 hours remaining after the conversion. Personal leave must be approved by the Department Head in advance. If personal leave is not used by December 31 of the year in which it was converted, it will be forfeited.

Donation of Leave Time

The city allows employees to donate a portion of their accrued vacation or sick leave to another who has exhausted all accrued leave and compensatory time due to a serious health condition experienced by the employee or their immediate family members. Employees interested in donating leave to another employee should obtain a “Donor Form” from Human Resources. This request must be approved by the City Manager. This program is for exceptional instances only.

Jury, Civil, and Voting Leave

An employee shall be given time off without loss of pay when performing jury duty or when subpoenaed to appear before a court, public body, or commission in connection with City business. Employees must provide notice of jury summons or subpoena and should make arrangements with their supervisor as soon as a summons or subpoena is received. Employees are expected to promptly return to work if they are excused from jury duty or appearance for testimony during their regular working hours.

Employees also may be given up to two (2) hours of unpaid leave to vote on the day of an election. However, such leave may only be taken during the hours specified by your Department Head. This provision does not apply to employees whose hours of work begin at least two hours after the polls open or end at least two hours before the polls close.

Bereavement Leave

Upon approval by the Department Head, bereavement leave up to three (3) consecutive working days per calendar year typically will be granted with pay for an employee’s absence from duty in the event of death in the immediate family, as defined below. Bereavement leave will be granted for the death of any of the following persons: spouse, parent or stepparent, child or stepchild, sibling, grandparent, grandchildren, or any of the above listed members of the employee’s current spouse’s family, or any person who is domiciled in the employee’s household. **Employees who must travel over 200 miles from their home, may be granted and additional two days of bereavement leave.** Employees must be scheduled to work during the time they are off for bereavement leave. Any additional approved time off will be taken without pay or may be charged against the employee’s available vacation. The City reserves the right to deny any request based on operational and staffing needs and further reserves the right to require an employee to document the death of a family member.

Military Leave

The City will comply with its obligations for those employees who serve in any branch of the United States uniformed military services, including providing any necessary time off, in accordance with federal, state, and local law. Military duty, for the purpose of this policy, includes any ordered military duty in the

service of the State of Georgia or the United States of America. This includes schools conducted by the armed forces of the United States.

Regular full-time employees are entitled to 14 days of leave with pay while engaged in the performance of military duty including going to and from such duty during normal working hours. The portion of any military leave in excess of 14 days will be unpaid. However, employees may use any available vacation for the absence. If the Governor calls out the unit, full pay can be awarded for a thirty-day period at the City Manager's discretion.

Subject to the terms, conditions and limitations of the plan, the service member will be allowed to continue health insurance benefits for the term of the military leave. Employees returning from military duty will be treated as though they were continuously employed for purposes of determining benefits based on length of service, such as job seniority and pension status.

Currently, the Uniformed Services Employment and Reemployment Rights Act provides for unpaid leave and reemployment rights to veterans whose cumulative period of uniformed service does not exceed five (5) years while employed by the same employer; however, employees should contact the Human Resources Director to discuss current leave allotments and application to their individual situation. Employees on such leave will be required to follow any timeliness, notice, and/or reapplication requirements of USERRA or other applicable law with respect to their return to work. In addition, the Family and Medical Leave Act ("FMLA") also contains provisions regarding certain types of military leave. This is addressed in detail in the Family and Medical Leave Policy in this Handbook. If you believe you have been denied leave to which you are entitled, you may file a complaint pursuant to the City's Complaint Procedure set forth in this Handbook.

Medical Leave

Once the twelve-week period of FMLA leave is exhausted, and employee is unable to return to work, the employee may request to extend the medical leave for a period not to exceed an additional twelve (12) weeks. The request must be in writing and delivered to the direct supervisor and department head for review. The Department Head will make a recommendation to the City Manager for final decision. The City reserves the right to grant less than the full twelve weeks.

Personal Leave of Absence

An employee with one (1) year of employment with the City may be granted a personal leave of absence without pay. Employees may be asked to submit a request for leave in writing. The granting of this type of leave is normally for compelling reasons and is dependent upon the sole discretion and written approval of the Mayor and City Council. Such leaves of absence ordinarily may not exceed six (6) consecutive months and may be granted only after unused, accrued vacation is exhausted. The City will make reasonable efforts to return an employee to the same or similar job held prior to the leave of absence, subject to staffing and operational requirements, but there is no guarantee of, and employees have no right to, reinstatement or continued employment during or following leave in the employee's same position or any position at all. The City reserves the right to fill or reassign an employee's position while on leave at any time and without notice. Unless pre-approved in writing by an authorized representative of the City, engaging in other gainful employment during such a personal leave of absence will be considered a voluntary resignation. An employee on leave without pay status shall not accrue vacation or receive holiday pay during that leave.

Separations

Types of Separation

The following identifies the types of separations that may occur from one's employment with the City: voluntary resignation, compulsory resignation, layoff, disability, death, retirement, involuntary termination, reductions in force and job abandonment.

Return of City Property

At the time of separation of employment for any reason, employees must promptly return all City property that is in their possession, custody, or control to their Department Head. This policy specifically requires employees to return all City property (including electronically stored information) that employees may have taken outside of the office (e.g., personal residence) or transferred to or stored on non-City computers and other electronic storage devices during the course of their employment.

Employees should clearly understand that, upon termination of their employment, they are without authorization to access or use any such City property, whether through a City computer or non-City computer. Further, for the avoidance of doubt, this policy makes clear that no employee is authorized to access the City's computer systems or networks, including City email services, after termination of employment, unless such post-termination access is expressly authorized in writing by the City Manager.

In the case of a Department Head being terminated, all records, assets and property of the City held by the employee must be submitted to the City Manager.

Notice of Resignation

In order to resign in good standing, an employee must give a two-week written notice to their Department Head. Failure to comply with this policy shall be noted in the employee's personnel record. An employee who resigns in good standing may be eligible for rehire at the discretion of the City.

Should you decide to leave your employment with the City, you are asked to provide at least two weeks' advance notice of your resignation. Your thoughtfulness will be appreciated and will be noted favorably should you ever wish to reapply for employment with the City or seek a favorable reference from the City. Additionally, all resigning employees may complete a brief exit interview prior to leaving. Upon termination, you must return the Employee Handbook and all City property to the City.

Job References

The City's reference policy is that employees are not to provide any reference regarding a current or former employee's employment with the City. Any request for a reference or employment history of any kind should be directed to the Human Resources Director. For your information, the Human Resources Director or his/her designee's response will be limited to providing dates of employment, position history and salary history. No one other than the Human Resources Director may respond to a job reference inquiry.

Reduction in Force

A lay-off or reduction in force is an involuntary separation of an employee from employment with the City, which has been made necessary due to shortage of funds or work, the elimination of the employee's job position, changes in the duties or organization of the position or department, or for other reasons which are generally outside the employee's control.

When a reduction in force becomes necessary, the City Manager shall confer with other appropriate officials to ensure that the reduction is carried out appropriately and orderly. The following guidelines and procedures shall apply to any reduction in force:

1. The City Manager, upon direction by the Mayor and City Council, will determine the number of positions to be affected in each department.
2. The City Manager will prepare a list of all employee(s) within each department. The list should identify each employee's name along with his or her date of hire with the City, current status (e.g., regular, probationary period, temporary, part-time, full-time, etc.), job title, and exempt/non-exempt status.
3. The City Manager will provide each department's list to the appropriate Department Head with instructions to select the required number of employees for layoff or reduction. Each Department Head will then review the list and any other information he or she deems relevant and identify the required number of employees for layoff or reduction. Such layoff or reduction decisions may be based on any and all factors deemed relevant to the Department Head, and may include, but are not limited to, the following: consideration of the value of employees to the City in terms of meeting operating requirements, the qualifications and performance of individuals, performance appraisal history, job criticality, any information contained in each employee's personnel file, information and/or recommendations received from the City Manager or other sources, and length of employment with the City.
4. Each Department Head will meet with the City Manager and provide him or her with the names of the employees selected for layoff and reduction and the reasons for their selection. The City Manager will review and evaluate the Department Head's selections and reasons. The City Manager may accept, reject, or modify the selections recommended by the Department Head. All selections must be approved by the City Manager in order for the layoff or reduction to occur. The City Manager's decision may be based on any and all factors deemed relevant to the City Manager, including all of the factors set forth above regarding the Department Head's decision.
5. Generally, non-regular status employees within a particular classification, and those in emergency and temporary positions, should be the first to be separated, unless circumstances require otherwise.
6. If a regular status employee is scheduled to be separated and there is a vacancy in a lower classification, the employee will have the opportunity to apply for the vacancy and be considered to demote into the lower classification if he or she is qualified to fill the position and is otherwise in good standing with the City. The determination of qualifications and good standing shall be made by the City Manager.

The Mayor and City Council retain final authority over all reallocations, reorganizations, and reductions in force or other changes in human resource matters within the City. Any lay-off or reduction in force shall be conducted in accordance with applicable federal and state law.

Job Abandonment

After it has been determined by the hiring manager that an employee has abandoned his/her position (has not shown up or communicated with the department for three consecutive scheduled workdays) the

supervisor should move to terminate employment. The hiring manager should work with Human Resources to conduct the following procedures (these procedures should be followed within 24 hours of determining an employee has abandoned his job).

Contact Human Resources to draft a termination letter to the employee and to discuss other steps that need to be taken in the termination process (i.e. return of equipment, etc.

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