

CITY COUNCIL
LESLIE MCPHERSON, MAYOR
STEPHANIE WARMOTH, MAYOR PRO-TEM
SHIRLEY MARCHMAN
TYLER L. BARR
MATTHEW MONTAHAN
DOMINIQUE CONTEH

City of Villa Rica



INT CITY MGR: JENNIFER HALLMAN
CITY CLERK: THERESA CAMPBELL
CITY ATTORNEY: NICOLE SMITH

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

MAYOR & COUNCIL MEETING AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
June 9, 2026 | 6:00 PM

Meeting Call to Order (Mayor Leslie McPherson)

Invocation (Miss. Carroll County and Miss Carroll County Teen)

Pledge of Allegiance (Miss. Douglas County And Miss Douglas County Teen)

D. National Anthem (Miss. West Georgia, and Miss West Georgia Teen)

Ceremonial Presentations (Mayor & Council)

- Proclamation- Miss. Douglas County & Miss. Douglas County Teen (Councilman Barr)
- Proclamation- Miss. Carroll County & Miss. Carroll County Teen (Councilman Barr)
- Proclamation- Miss. West Georgia & Miss. West Georgia Teen (Councilman Barr)
- Proclamation — Juneteenth Celebration (Councilwoman Conteh)
- Proclamation Recognizing the Cultural Arts Council (Councilman Barr)

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

Council Updates (Subjects of General Interest and Concern)

Adoption of the Agenda (Mayor Leslie McPherson)

Consent Agenda (Mayor Leslie McPherson)

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

1. Workers Compensation Renewal for 2026-2027 with BITCO
2. Approval of Appointment of Katelyn Small to the Villa Rica Library Advisory Board
3. Approval of Reappointment of Claudia Best to the Carroll County Library Advisory Board
4. Water Plant Construction - Preliminary Design
5. Sanitation Rate Increase

Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the City Clerk at 678-840-1229 2 business days before the scheduled meeting to allow the City to make reasonable accommodations for those persons.

6. Resolution & Intergovernmental Agreement for the Transportation Special Purpose Local Option Sales Tax (TSPLOST) Distribution – Douglas County
7. Assume maintenance responsibility for the weather sirens located within the City of Villa Rica from Carroll County
8. Approve the resolution calling for the exchange of City of Villa Rica property (V02 0010010) for Downtown Development Authority property (V05 0130015)

I. Governing Body (Mayor Leslie McPherson)

1. Approval of May 5, 2026 Work Session Minutes and May 12, 2026 City Council Meeting Minutes

J. Legal (C. David Mecklin, City Attorney)

1. Public Comment Policy

K. Police (Michael Mansour, Chief)

1. Purchase of 2026 Ford Escape

L. City Manager (Jennifer Hallman, Interim City Manager)

1. City Manager Report

Adjournment (Mayor Leslie McPherson)

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Recognizing Juneteenth Independence

Day

City of Villa Rica, Georgia

WHEREAS, Juneteenth commemorates June 19, 1865, the day enslaved African Americans in Galveston, Texas, were informed of their freedom more than two years after the Emancipation Proclamation; and

WHEREAS, Juneteenth stands as a powerful reminder of resilience, perseverance, hope, and the enduring contributions of African Americans throughout our nation's history; and

WHEREAS, the observance of Juneteenth provides an opportunity for reflection, education, unity, celebration, and a renewed commitment to freedom, equality, and justice for all; and

WHEREAS, the City of Villa Rica, Georgia recognizes the importance of honoring the voices, experiences, history, sacrifices, and cultural contributions of African Americans who have helped shape our community and our nation; and

WHEREAS, the City of Villa Rica, Georgia values the diversity and cultural heritage of all residents and recognizes that honoring Juneteenth strengthens community unity, understanding, inclusion, and hope for future generations; and

WHEREAS, this year marks the inaugural official Juneteenth celebration and acknowledgment by the City of Villa Rica, Georgia, representing a meaningful step toward fostering greater cultural awareness, fellowship, education, and community engagement; and

WHEREAS, the City of Villa Rica, Georgia encourages all residents to come together in the spirit of fellowship, service, education, reflection, and celebration as we honor this important moment in American history and continue building a future rooted in respect, opportunity, unity, and inclusion for all people;

NOW, THEREFORE, BE IT PROCLAIMED, that the Mayor and City Council of the City of Villa Rica, Georgia do hereby proclaim June 19, 2026, as:

“Juneteenth Independence Day”

in the City of Villa Rica, Georgia, and encourage all residents to participate in activities and celebrations that honor freedom, heritage, perseverance, education, service, and community unity.

BE IT FURTHER PROCLAIMED, that this observance shall serve as a reminder of both the progress achieved and the continued importance of working together to build a stronger, more united, and more inclusive community for generations to come.

IN WITNESS WHEREOF, this proclamation is adopted this ____ day of June, 2026.



CITY OF VILLA RICA

City Council Meeting

Agenda Item Cover Sheet

SUBJECT: Approve Workers Compensation Renewal

AGENDA DATE: June 2, 2026

DATE PREPARED: May 25, 2026

PREPARED BY: Tiffany Lanford, HR Director

AMOUNT: \$199,771.00

GL ACCOUNT #: Workers Comp Line Item – All Departments

FUNDING SOURCE: Various Funds, Personnel Expenses

BUDGETED ITEM? Yes

PURPOSE: To approve the workers compensation renewal with BITCO for the 2026-2027 year.

BACKGROUND: I have provided a summary for the current policy year outlining our coverage limits, payrolls used for rating purposes, pricing information, and a comparison to the previous year. This summary reflects that BITCO has continued to maintain the City's \$2,500 deductible.

For the 2026–2027 renewal, the premium increase is primarily attributable to an increase in projected payroll exposures used for rating purposes, while coverage terms and the \$2,500 deductible remain unchanged.

Class Code	2025/2026 Projected	2026/2027 Projected
	Rate	Rate
7380	5.77	5.36
7520	2.75	2.29
7580	2.82	2.48
7720	2.82	2.48
8380	2.68	2.31
8742	0.24	0.22
8810	0.12	0.1
9015	3.67	3.29
9063	0.89	0.79
9101	3.55	3.08
9102	3.38	3.35
9156	1.84	1.98
9402	5.73	4.64
9403	9.42	8.07
9410	3.43	3.14

STAFF RECOMMENDATION: Approval

MOTION: I move to approve the workers compensation renewal with BITCO for the period of June 30, 2026 to June 30, 2027.

City of Villa Rica - WC Comparison

Class Code	Description	2023/2024 Audited			2024/2025 Projected			2025/2026 Projected		
		Rate	Payroll	Premium	Rate	Payroll	Premium	Rate	Payroll	
7380	Drivers	5.92	\$ 53,716.00	\$ 3,180.00	5.71	\$ 16,291.00	\$ 930.00	5.77	\$ 18,777.00	
7520	Waterworks	3.10	\$ 550,196.00	\$ 17,056.00	2.94	\$ 917,589.00	\$ 26,977.00	2.75	\$ 1,029,949.00	
7580	Sewage Disposal Plant	3.08	\$ 465,977.00	\$ 14,352.00	2.82	\$ 457,071.00	\$ 12,889.00	2.82	\$ 457,071.00	
7720	Police Officers	2.91	\$ 2,585,016.00	\$ 75,224.00	2.82	\$ 2,758,607.00	\$ 77,793.00	2.82	\$ 2,758,607.00	
8380	Auto Mechanics/Shop	2.94	\$ 143,312.00	\$ 4,213.00	2.68	\$ 83,467.00	\$ 2,237.00	2.68	\$ 83,467.00	
8742	City Administrator	0.27	\$ 446,488.00	\$ 1,206.00	0.24	\$ 532,870.00	\$ 1,279.00	0.24	\$ 532,870.00	
8810	Clerical Office	0.12	\$ 2,498,935.00	\$ 2,999.00	0.12	\$ 2,097,402.00	\$ 2,517.00	0.12	\$ 2,097,402.00	
9015	Building/Prop Management	3.83	\$ 244,213.00	\$ 9,353.00	3.67	\$ 259,207.00	\$ 9,513.00	3.67	\$ 259,207.00	
9063	YMCA, YWCA, YMHA or YWHA, Institution - All Employees & Clerical	0.99	\$ 57,470.00	\$ 569.00	0.89	\$ 352,093.00	\$ 3,134.00	0.89	\$ 352,093.00	
9101	School - All Other	3.81	\$ 330,940.00	\$ 12,609.00	3.55	\$ 107,588.00	\$ 3,819.00	3.55	\$ 107,588.00	
9102	Lawn Maintenance	3.78	\$ 277,425.00	\$ 10,487.00	3.38	\$ 261,743.00	\$ 8,847.00	3.38	\$ 261,743.00	
9156	Theater NOC				1.84	\$ 16,140.00	\$ 297.00	1.84	\$ 16,140.00	
9402	Public Works	6.7	\$ 1,203,180.00	\$ 80,613.00	5.73	\$ 515,473.00	\$ 29,537.00	5.73	\$ 515,473.00	
9403	Garbage Refuse/Collecting	9.31	\$ 160,930.00	\$ 14,983.00	9.42	\$ 188,489.00	\$ 17,756.00	9.42	\$ 188,489.00	
9410	City Employees NOC	3.69	\$ 229,538.00	\$ 8,470.00	3.43	\$ 467,957.00	\$ 16,051.00	3.43	\$ 467,957.00	
Total Payrolls			\$ 9,247,336.00			\$ 9,031,987.00			\$ 9,146,833.00	
Manual Premium				\$255,314.00			\$213,576.00			
Increased Limits				\$2,808.00			\$2,349.00			
Deductible			0.972	(\$7,149.00)		0.972	(\$8,543.00)			0.97
Sch Credit			0.82	(\$40,658.00)		1.04	\$7,134.00			1.0
Drug Free Credit				(\$13,891.00)			(\$13,911.00)			
Premium Disc.			0.887	(\$19,360.00)		0.887	(\$19,388.00)			0.88
Expense Constant				\$140.00			\$140.00			
Terrorism				\$2,774.00			\$2,709.00			
Exp Mod		0.90		(\$25,097.00)	0.86		(\$29,033.00)	0.86		
Total				\$154,881.00			\$155,033.00			

City of Villa Rica - WC Comparison

City of Villa Rica - WC Comparison

2026/2027				
	Projected			
Premium	Rate	Payroll	Premium	
\$ 1,083.00	5.36 \$	64,552.00	\$ 3,461.00	
\$ 26,977.00	2.29 \$	414,440.00	\$ 9,524.00	
\$ 12,889.00	2.48 \$	588,697.00	\$ 14,623.00	
\$ 77,793.00	2.48 \$	3,629,562.00	\$ 90,158.00	
\$ 2,237.00	2.31 \$	111,710.00	\$ 2,588.00	
\$ 1,279.00	0.22 \$	246,300.00	\$ 552.00	
\$ 2,517.00	0.1 \$	2,845,971.00	\$ 2,903.00	
\$ 9,513.00	3.29 \$	549,218.00	\$ 18,097.00	
\$ 3,134.00	0.79 \$	11,953.00	\$ 96.00	
\$ 3,819.00	3.08 \$	294,056.00	\$ 9,075.00	
\$ 8,847.00	3.35 \$	671,714.00	\$ 22,556.00	
\$297.00	1.98	\$0.00	\$0.00	
\$ 29,537.00	4.64 \$	1,124,251.00	\$ 52,233.00	
\$ 17,756.00	8.07 \$	650,122.00	\$ 52,523.00	
\$ 16,051.00	3.14 \$	405,438.00	\$ 12,747.00	
		\$ 11,607,984.00		
\$213,729.00			\$291,136.00	
\$2,349.00			\$3,202.00	
(\$8,543.00)		0.972	(\$11,063.00)	
\$7,134.00		1.16	\$33,087.00	
(\$13,911.00)			(\$17,991.00)	
(\$19,388.00)		0.883	(\$25,739.00)	
\$140.00			\$140.00	
\$2,709.00			\$3,483.00	
(\$29,033.00)	0.73		(\$76,484.00)	
\$155,186.00			\$199,771.00	



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Library Advisory Board Appointment

WORK SESSION DATE: June 2, 2026

MEETING DATE: June 9, 2026

PREPARED BY: Rachel Linn, Library Manager

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

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

BACKGROUND: Katelyn (Katie) Small is a Villa Rica resident who is heavily invested in our community. She serves as the Deputy Executive Director for a food services trade association, works with children at Life Gate Church, is a part of West Georgia Moms, and enjoys reading with her young son. In addition to her experience working with complex board structures and children, she brings marketing, photography, creative thinking, and outreach skills.

Ms. Small is passionate about reaching new audiences and creating opportunities at the library for younger and mid-life adults. She wants to challenge assumptions about how libraries can serve the community and support literacy initiatives.

The Advisory Board recommends Ms. Small to fill this vacancy.

STAFF RECOMMENDATION: Staff recommends appointing Katie Small to the Villa Rica Library Advisory Board to fill the current vacancy.

IMPACT: Katie Small would be an asset to the department, bringing new skills to this advisory body.

MOTION: I move to appoint Katie Small to the Villa Rica Library Advisory Board for the term January 1, 2026, through December 31, 2028.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Appointment for Carroll County Library Advisory Board

AGENDA DATE: 06/09/2026

DATE PREPARED: 05/29/2026

PREPARED BY: Theresa Campbell

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PUBLIC HEARING: No

PURPOSE: For the council to authorize the mayor to sign a recommendation letter for Claudia Best to be reappointed to represent the City of Villa Rica on the Carroll County Library Advisory Board.

BACKGROUND: Dr. Rachel Linn received notification that Claudia Best's term as the Villa Rica representative on the Carroll County Library Advisory Board would be expiring on June 30, 2026. Luke Brown, Deputy Director of West Georgia Regional Library System (WGRLS), said that a recommendation letter from the City Council is needed.

STAFF RECOMMENDATION: Approval.

MOTION: I move to authorize the Mayor to sign a recommendation letter for the reappointment of Claudia Best as the City of Villa Rica's representative on the Carroll County Library Advisory Board.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Water Treatment Plant Construction: Design Tasks 1 – 3

AGENDA DATE: June 2, 2026

DATE PREPARED: May 26, 2026

PREPARED BY: John Bain

AMOUNT: \$ 112,500.00

GL ACCOUNT#: 505-4115-541400

FUNDING SOURCE: Water/Sewer Fund

BUDGETED ITEM?: Yes

PUBLIC HEARING: Yes

PURPOSE: To begin initial design of new water treatment facility per direction from previous City Council Workshops.

BACKGROUND: During previous City Council Workshops Mayor and Council were presented options on the future production and/or purchase of water for customers of the City's water utility. Four options were presented to Council, with the option of constructing a new water treatment facility being the option of choice. The first three tasks are preliminary engineering/consulting, funding assistance, and surveying.

Carter & Sloope have been the City's water utility engineers and have been working on plant improvements since 2018. The firm also assists with water distribution system modeling and design, contract administration, and GEFA funding for utility projects. Recent projects include the Church Street water main replacement, the North Downtown waterline replacement, the north bypass waterline installation, and the Conners Road booster pump station improvements, and indirect potable reuse design.

IMPACT: The approval of the requested design engagement will allow for City engineers and consultants to move forward with the design of a new water treatment facility, meeting the schedule presented at previous workshops.

MOTION:

I move to authorize the Mayor to approve the engagement of Carter & Sloope for the preliminary design of the new water treatment facility, tasks 1 – 3 only, at a cost of \$112,500.00.



May 20, 2026

Ms. Jennifer Hallman
Interim City Manager
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

RE: City of Villa Rica, Georgia
Proposed Water Treatment Plant on Printpack Property
C&S File No.: V8150.033

Dear Ms. Hallman:

Carter & Sloope, Inc. (C&S or Engineer) commends the City of Villa Rica (Client) for proactively pursuing the addition of a new 1.5 MGD (expandable to 3 MGD) Water Treatment Plant on the Printpack Property site (Project). C&S is prepared to provide Engineering services for preliminary Engineering, assistance with funding applications, Engineering design, permitting and bidding assistance, and construction phase services including general administration of construction contract and onsite construction observation services. The scope of services described below is based on our understanding of the project from discussions and meetings with Client's personnel.

Scope of Work (Basic Services)

1. Preliminary Engineering/Consulting

C&S will continue to consult with the Client to define and clarify the Client's requirements for the Project including its scope and boundaries, design objectives and constraints, capacity and performance requirements, budgetary limitations, and identify available data, information, previous plans and evaluations. Other preliminary work may include developing conceptual plans and preliminary opinions of probable Project costs and all work prior to developing the scope of work. C&S will advise the Client of any need for them to provide data or services which are not part of the Engineer's Basic Services. The Engineer will develop a scope of work and survey limits for any topographic and/or linear surveys and other surveys necessary for design and notify the Client.

2. Funding Procurement Assistance

C&S will work with Client's staff members to prepare the necessary documents and reports for the Client to pursue and obtain a Revenue Bond for funding. C&S will strive to coordinate with the Client and Client's Bond Counsel to meet schedules offered in the Bond application and outlined in this proposal.

If the Client wishes to consider and pursue GEFA for partial/complete funding, C&S can work with Client's staff members to prepare necessary financial information and complete the combined Part I & II GEFA application for submission for funding. We would also prepare the necessary documents and reports for the Client to obtain a Categorical Exclusion (CE). If EPD does not grant a CE, a Notice of No Significant Impact (NONSI) can be pursued as an Additional Service. C&S would strive to coordinate with the Client and EPD to meet Project schedules offered in the GEFA pre-application and outlined in this proposal. Once construction begins, C&S would utilize a former GEFA-Construction Management Unit Engineer, Mr. Tom Roos, P.E., to monitor construction for compliance with GEFA requirements for contractors and materials.

If alternate funding sources become necessary for consideration, C&S can meet with Client to discuss other funding sources that may or may not offer grants. The local Regional Commission or a private grant writer, including C&S on-staff grant writers, can be used to assist with applicable DCA and/or EDA grants applications, if applicable. In addition, the appropriate USDA, Rural Development office will be utilized to help navigate the long and complex Rural Development application process. In any and all of these cases, C&S will prepare the required Engineering and environmental reports, cost estimating, applications and supporting documents necessary to apply for funding as an additional service. Again, once funding is secured by the Owner, Client C&S can provide the coordination required to administer the loan and grant program general and specific conditions necessary to ensure compliance.

C&S can work with city staff members to assist them in preparing funding applications to GEFA, USDA or DCA. Typically, projects funded through GEFA using Clean Water State Revolving Funds (CWSRF) require us to complete a State Environmental Review Process (SERP) to obtain a Categorical Exclusion (CE). If a CE is not granted, then a NONSI (Notice of No Significant Impact) is pursued. Projects funded through USDA also have to go through an environmental review process. Various reports have to be written and submitted to USDA including a Preliminary Engineering Report and Environmental Information Document. While we have been very successful in obtaining low-interest loans and grants through USDA, their funding is more difficult to obtain and typically takes longer than GEFA so given the overall compliance schedule, we are assuming that USDA is not a viable alternative; therefore, unless the City can fund this project through local funds, we have assumed that funding will come from GEFA through a CWSRF application or Revenue Bonds.

We have multiple Engineers on staff who have completed GEFA pre-applications, SERP, and full application submission process. In addition, Mr. Tom Roos, P.E., a former Construction Management Unit Engineer with EPD and GEFA, works with C&S to assist us with writing GEFA applications and monitoring construction for compliance with GEFA requirements for contractors and materials. These requirements include compliance for labor interviews, certified payrolls, and Build America Buy America Act (BABAA) provisions.

3. Surveying

Carter & Sloope, Inc. will furnish a 2-person survey crew to survey the Project areas. Field-run topographic surveying will generate 2 ft. contour data of the project area tied to the Georgia State Plane NAVD-88 vertical datum and NAD 83 Coordinate System and it will show the existing ground identifiable planimetric features including any above ground utilities or below ground utilities that are marked by the utility owner and evident from the surface. We will not conduct any boundary surveys unless requested by the Client as an Additional Service or unless included as part of our Basic Services for providing Easement sketches. Prior to beginning surveying, we will contact the Utilities

Protection Center and request a design locate. It has been our experience that most non-municipal utility owners like the phone, power and cable companies, do not respond or respond very slowly to design locate requests so it has been our experience that local knowledge from Client's personnel is extremely valuable; therefore, we will work closely with the Client in identifying areas of potential conflict. Carter & Sloope will not conduct any subsurface investigations or subsurface utility Engineering (SUE) to locate existing utilities or determine elevations of subsurface utilities unless requested by the Client as an Additional Service or the utilities can be accessed from the surface through manholes or utility boxes without entering a confined space.

Survey will include a bathymetric survey of Lake Cowan to define the underwater geometry of the reservoir. This information will be used to develop a stage-storage curve to identify the volume of water stored at each level and the surface area of each level, which impacts the evaporative losses. The bathymetric data will be collected using a small utility boat outfitted with dual-frequency sonar equipment and real-time GPS equipment. Desktop spatial data software will be used to generate a contour map of the reservoir bottom and to calculate the current available storage volume. C&S will require boat access to Lake Cowan to complete the bathymetric survey. We will also conduct a topographic survey of the shoreline, dam, and emergency spillway to verify the full pool and overflow depths of the reservoir. No property boundary surveys will be completed under this proposed scope of work.

4. Engineering Design

After the preliminary tasks and topographic surveying are completed, C&S will prepare preliminary design documents for the Project within 7 (seven) months. At approximately 30% completion, we will meet with Client's personnel to present the preliminary design for review. In general, a new WTP will include the following processes:

- Raw Water Intake and Pumping
- Rapid Mixing
- Flocculation
- Sedimentation
- Dual-Media Filtration
- On-Site Water Storage and High Service Pumping
- Chemical Treatment
- Backwash/Waste Disposal to Sanitary Sewer

Within 3 (three) months after receipt, we will address any comments the Client has with the preliminary design and continue efforts to prepare and furnish intermediate design documents (60% complete) indicating the scope and extent of work to be performed sufficient for State permitting review. Along with submitting a 60% set of design documents to the State, we will meet with Client's personnel to present the intermediate design for review.

Within 3 (three) months after receipt, we will address any comments the Client has with the intermediate design and continue efforts to prepare and furnish final draft design documents (90% complete). At 90% completion, we will meet with Client's personnel to present the final draft design for review and approval. We will review any comments and recommendations and incorporate needed changes within 2 (two) months after receipt in the final design (100% complete) Documents.

C&S will furnish final design Documents – Drawings and Specifications in a 48-division format – indicating the scope, extent and character of the work to be performed and furnished by the

Contractor during the construction of the Project. We will submit the 100% complete Drawings and Specifications to the Client, which will include detailed construction plans and technical specifications of the following general items:

- a. Civil Engineering design including site work, yard piping, valves, hydraulic design and soil erosion and sediment control.
- b. Structural Engineering design including design of new treatment structures and administrative/control buildings.
- c. Mechanical Engineering design including heat and ventilation.
- d. Electrical Engineering design including power, instrumentation and control and SCADA design.

Contemporaneous with the presentation of each design, Carter & Sloope will provide the Client with a Preliminary Opinion of Probable Construction and Total Project Costs known to the Engineer for both the preliminary design (30% complete), intermediate design (60%) and final designs (100% complete). This preliminary cost opinion will itemize the quantities and anticipated unit prices for each component needed for the Project.

Carter & Sloope, Inc. will also provide the Client with one (1) full-size set of final design documents (100% complete) plus digital copies in a Portable Document Format (PDF). All other documents, including calculations, estimates, etc., will be submitted in their native format.

The number of prime contracts for this Project that is designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

5. Permitting Assistance

After the final design documents are approved by the Client, Carter & Sloope will provide technical criteria, written descriptions, and design data for the Client's use and to assist them with filing permit applications for this Project and obtaining approvals from the governmental or private authorities having jurisdiction to review and approve the final design with the understanding that it is the Client's sole responsibility to secure permits and pay all necessary permit fees. We will complete the necessary permit applications and submit the required copies of the final construction drawings and technical specifications on behalf of the Client to the appropriate review agencies for approval of the necessary permits to construct the Project. We will also assist the Client in consultations with such agencies and revise the Drawings and Specifications and permit applications in response to directives from such agencies, if necessary. We anticipate submitting the following:

- a. *Land Disturbing Permit Application* to the Local Issuing Authority;
- b. *Drinking Water Project Submittal* to submit to the Georgia Department of Natural Resources, Environmental Protection Division (EPD);
- c. *Army Corps of Engineering (ACOE) permitting*:
 - i. For the plant site, C&S will also endeavor to layout the proposed Project to minimize adverse impacts to wetlands; however, included in our proposal are fees to submit a Nationwide Permit application for adverse impacts for changing forested wetlands to herbaceous wetlands.
 - ii. An individual permit under Section 10 is required for construction structures in navigable waters, which includes raw water intakes. Included in our fee is the costs

associated with preparation, application, and ACOE correspondence needed to obtain a Section 10 individual permit for this work scope.

Note that we will provide information to the Contractor to submit the *NPDES Permit Application for Temporary Stormwater Discharge Associated from Construction Activity for Infrastructure Construction Projects (GAR 100002)* and the *Notice of Intent* to EPD through the GEOS system.

6. Easements Acquisition Services

If the Client authorizes, Carter & Sloope, Inc. will prepare easement sketches, if needed, for temporary and/or permanent easements. We do not know exactly how many easements, if any, will be needed because the surveying and preliminary and/or final layout of the proposed utility has not been completed; however, we will attempt to design the proposed utility in such a way as to have the least impact as possible to private property. Therefore, we will invoice hourly for preparing easements sketches as shown below.

7. Bidding Assistance

The services described for this Task presume that the Project is delivered using the common Design-Bid-Build method. During the preliminary design phase, we will discuss alternative delivery methods with the Client. If an alternative delivery method is selected, we will provide a revised description of services applicable to that method.

C&S will assist the Client in advertising and obtaining competitive and qualified bids or proposals for the project in accordance with local and State law. The advertisement period shall last a minimum of 30 days and the Client will pay all necessary advertising fees. C&S will provide the Client with the necessary Bidding Documents, which will include one (1) full-size hard copy set of final design Drawings and Specifications to be kept on file during the advertising period. The client may place a copy of the Advertisement for Bids (Section 00 11 13) on their website during the advertisement period, however, electronic copies of the entire set of Bidding Documents shall not be placed on the Client's website, FTP site or other electronic platform during Bidding for download by bidders or any third party without the Engineer's consent and approval.

C&S will maintain a record of prospective bidders to whom Bidding Documents have been issued and receive and process nominal fees or charges from bidders to compensate the Engineer for costs associated with printing, reproduction and shipping the Bidding Documents to bidders. We will respond to Requests for Information (RFIs) and issue Addenda as appropriate to clarify, correct, or change the Bidding Documents. We will also consult with the Client and participate in all decisions as to the acceptability of substitute materials, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Project as to which such acceptability is required by the Bidding Documents. Because of the Project complexity, we anticipate hosting a pre-bid conference at the Client's office to allow Bidders an opportunity to see the Project site before bidding.

C&S will utilize an online bidding platform, QuestCDN, to assist us with the bidding process and the contractors will submit bids digitally through QuestCDN; therefore we do not anticipate and have not included an in-person Bid Opening. C&S will receive digital bids and will manage the virtual Bid Opening, review bids, and prepare a Certified Bid Tabulation. We will consult with

the Client as to the qualifications of prospective Contractors, Subcontractors, suppliers and other individuals and entities proposed. We will provide a Letter of Recommendation to the Client regarding award of the contract as appropriate and assist in assembling and executing the contracts for the Project.

C&S will prepare the Notice of Award and Contract Documents and forward them to the selected Contractor for execution. We will receive the executed contracts, bonds and insurance documents from the contractor and forward them to the Client for their review and approval.

8. Construction Phase Services

Management of construction efforts (i.e. "construction management" services) are specifically excluded from our Scope of Work; however, C&S will provide professional services in the general administration of the construction contract and act as the Client's representative during construction to the extent and limitations of the duties, responsibilities and authority of the Engineer as established in this written Agreement and in the Contract Documents, which is assigned in EJCDC C-700 Standard General Conditions of the construction contract included in the Bidding Documents.

For the purposes of this Agreement, we are assuming the construction contract period will be approximately 30-months.

After the contracts have been executed by all parties, C&S will complete, with reasonable promptness, the following tasks as needed during construction of the Project:

- a. *Pre-Construction Conference:* Attend and lead one (1) pre-construction conference that will be hosted by the Client at their office and issue a Notice to Proceed to the selected Contractor.
- b. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which, in the Engineer's judgment, are necessary to enable the Contractor to proceed.
- c. *Clarifications, Interpretations and Field Orders:* Respond in writing with reasonable promptness to Requests for Information (RFI's) and issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work and subject to any limitations in the Construction Contract Documents, and prepare and issue Field Orders requiring minor changes in the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents and shall be provided as part of the Engineer's Scope of Services; however, if the Contractor's request for information, clarification, or interpretation are, in the Engineer's professional opinion, for information readily apparent from reasonable observation of field conditions or a review of the Contract Documents, or are reasonably inferable there from, the Engineer shall be entitled to compensation for Additional Services for the Engineer's time spent responding to such request provided the Engineer notify Client in advance that it deems such request to be so apparent, seek compensation for such clarification and interpretation and Client does not timely instruct the Engineer not to undertake the clarification or interpretation. Should the Client agree to reimburse the Engineer for these Additional Services, the Engineer shall prepare a Change Order for the Client that will deduct the cost of these Additional Services from the Client's contract with the Contractor.

- d. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified Construction Contract Documents.
- e. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- f. *Schedules:* Review and determine the acceptability of schedules which the Contractor is required to develop and submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values. Since C&S will have no control over any Contractor's schedule or work progress, we cannot develop and control the construction schedule beyond establishing the contract time and establishing liquidated damages if the Contractor does not obtain substantial completion within the required contract time.
- g. *Substitutes and "or equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor, but subject to the provisions outlined in Additional Services.
- h. *Change Orders and Work Change Directives:* Review and recommend Change Order justifications and prepare Change Orders and Work Change Directives, as appropriate, to modify the Contract Documents as may be necessary.
- i. *Differing Site Conditions:* Assist the Client with a response to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Client's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
- j. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other Engineering or technical matters, then Engineer will promptly give written notice to Client and Contractor that Engineer will not provide a decision or interpretation.
- k. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgements, Engineer will not show partiality to Client or Contractor, and will not be liable to Client, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgements conducted or rendered in good faith.

- l. Progress Meetings:* C&S will attend progress meetings at the jobsite as needed, but at a minimum, monthly. We will prepare meeting agendas, lead the progress meetings and issue meeting minutes for review and approval by the Client and Contractor.
- m. Applications for Payments:* Based on Engineer's observations as an experienced and qualified professional and on review of Applications for Payment and accompanying supporting documentation:
 - 1) Determine the amount that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Client, based on such observations and review, that, to the best of Engineer's reasonable knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - 2) By recommending any payment to the Contractor, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed or special inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work beyond the responsibilities specifically assigned to the Engineer in this Agreement. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.
- n. Contractor's Completion Documents:* Receive from the Contractor and transmit to the Client operating and maintenance manuals, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data, including the annotated Record Documents and Record Drawings which are to be assembled by Contractor and furnished to us.

- o. Substantial Completion:* After receiving notice from Contractor that they consider the entire Work complete and ready for its intended use, we will conduct one (1) pre-final observation in company with the Client and Contractor to observe the Contractor's work to determine if, based on the Engineer's professional opinion and belief and based only on information available at the time of pre-final on-site observation, the Work is substantially complete. If we do not consider the Work substantially complete, we will notify the Contractor in writing giving reasons therefore. If, after considering any objections of Client, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Client and Contractor in accordance with the provisions in the Contract Documents. Attached to the certificate will be a punch-list of items that, in the Engineer's professional opinion, knowledge and belief, are deficient and must be completed or corrected before we recommend final payment be made to the Contractor by the Client. The certificate of Substantial Completion is intended to be interpreted only as an expression of professional opinion and therefore does not constitute an expressed warranty or guarantee.
- p. Final Notice of Acceptability of the Work:* After receiving notice from the Contractor that the punch-list items are completed, we will conduct one (1) final on-site observation in company with Client and the Contractor to determine if the completed Work of Contractor is acceptable in the Engineer's professional opinion, reasonable knowledge and belief and based only on information available at the time of final on-site observation and to the extent of the services provided by Engineer under this Agreement, so that Engineer may recommend, in writing, final payment to Contractor. We will notify the Contractor and the Client in writing of any particulars in which the final observation reveals that the Work is incomplete or defective.
- q. Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any portions of the Work, or any agents or employees of any of them. The Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents or any laws, codes, rules or regulations.
- r. Project Completion Statement:* EPD will require a statement from the Engineer of Record that the project has been completed in accordance with the approved plans and specifications and that the Contractor has satisfactorily completed the project. Therefore, after we conduct the final on-site observation, we will, upon determining that in the Engineer's professional opinion and belief and based only on information available at the time of final on-site observation, furnish a letter to EPD and one (1) copy to the Client that the Project is completed in accordance with EPD's approved Drawings and Specifications. The Statement of Project Completion is intended to be interpreted only as an expression of professional opinion and therefore does not constitute an expressed warranty or guarantee. The statement of project completion will be for the sole use of the Client and the Georgia Department of Natural Resources, Environmental Protection Division and cannot be used or relied upon by any third party without the expressed written permission from Carter & Sloope, Inc.
- s. Post-Construction Phase:* The Engineer will, together with Owner, visit the Project with one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

9. Funding Administration

If a GEFA program is utilized to finance the Project, C&S will provide the following administrative services:

- a. Review threshold requirements, such as audits, Service Delivery Strategy (SDS), Comprehensive Plans, Government Management Indicators (GOMI) Survey, Report of Local Government Finance (RLGF), etc. and advise Client of compliance/potential issues related to eligibility;
- b. Prepare and submit Pre-Application materials to GEFA (if requested), with information provided by the Engineer and the Client;
- c. Prepare and submit full Loan Application materials to GEFA (if requested), with information provided by the Engineer and the Client;
- d. Assist submission by the Client of all loan documents to GEFA for acceptance and execution of the final loan award;
- e. Assist in maintaining a filing and record keeping system as required by GEFA;
- f. Gather and submit "Exhibit C" documents to GEFA, as outlined in the executed loan documents;
- g. Assist in maintaining a record of funds, their applicability and make same available to the Client, and/or GEFA on request;
- h. Assist in reviewing and documenting the reasonableness, allocability, and allowability of costs pertaining to the Project in accordance with applicable federal and/or state regulations;
- i. Assist with documentation of environmental review record (SERP) including correspondence, maps, project descriptions, forms, public hearings, Categorical Exclusion (CE)/Notice of Non-Significant Impact (NONSI), and Clearance from GEFA;
- j. Attend monitoring visits with GEFA for compliance requirements;
- k. Serve as liaison between the GEFA, Contractor, and the Client on matters related to funding compliance;
- l. Assist in maintaining files of source documents supporting financial transactions and administrative actions, including procurement processes;
- m. Assist in gaining approval for any general and special conditions to the original funding;
- n. Attend pre-construction conference to advise regarding compliance and knowledge of GEFA and project guidelines, requirements, and timelines;
- o. Prepare and process periodic drawdown of fund requests for the Client;
- p. Coordinate construction contract award with Client to comply with Labor Standard Laws;
- q. Monitor contractors' and subcontractors' payrolls for compliance with applicable labor standards;
- r. Assist Contractor and Subcontractor(s) with corrections and revisions to certified payrolls for compliance with applicable labor standards;

- s. Conduct employee interviews of Contractor and Subcontractor(s) for compliance with applicable labor standards;
- t. Prepare and submit progress reports to GEFA, including, but not limited to, Disadvantaged Business Enterprise (BBE) reports, Davis-Bacon reports, and timeline updates;
- u. Coordinate and attend monitoring visits by GEFA or other funding agencies, as necessary;
- v. Assist in tracking Project schedule with Engineer and Client as it relates to schedule in GEFA loan documents and advising accordingly;
- w. Assist the Client with adhering to the requirements in the applicable GEFA loan documents and manuals, as well as to other directives issued by GEFA; and
- x. Prepare closeout documentation as required of the Project to close the loan.

10. Construction Observation

If the Client authorizes us to provide Construction Observation of the Project during construction, C&S will provide visits to the Project site at intervals appropriate to the various stages of construction, as Engineer deems necessary, or as otherwise agreed to in writing by the Client and the Engineer, during construction, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and/or his Resident Project Representative, if any, are not intended to be an exhaustive check or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections or Special Inspections or tests of Contractor's Work in progress beyond the responsibilities specifically assigned to the Engineer in this Agreement and the Contract Documents, but rather our site visits will be limited to spot checking and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and general observations, Engineer will determine, in general, if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep the Client informed of the progress of the Work.

The purpose of Engineer's visits to, and representative's visits, if any, at the Project site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. The Engineer and/or his Resident Project Representative will not supervise, direct or have control over Contractor's work during such visits or as a result of such observations of Contractor's Work, nor will we have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. Accordingly, we will neither guarantee the performance of any Contractor nor assume

responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. We will record our observations in Project observation reports and at the end of the Project, we will assemble these reports and provide the Client with one (1) hard copy and one (1) electronic copy in Adobe PDF format.

Continuous onsite (or Resident) observation by a Resident Project Representative at the Project site will not be included in our budget, unless requested by the Client and agreed to by the Engineer as Additional Services in accordance with the terms of this Agreement and the Agreement amended accordingly. **For the purposes of this Task Order, we have budgeted 3,120 man-hours for Periodic Onsite Construction Observation.**

- a. *Jobsite Safety:* Neither the professional activities of the Engineer, or the presence of the Engineer or its employees and sub-consultants at the construction site / Project site, shall impose any duty on the Engineer, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Engineer and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the Contractor shall be solely responsible for jobsite safety, and warrants the intent shall be carried out in the Client's contract with the Contractor. The Client also agrees that the Contractor shall defend and indemnify the Client, the Engineer and the Engineer's sub-consultants and they shall be made additional insureds under the Contractor's policies of general liability insurance.
- b. *Inspections and Tests:* The Engineer will require special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- c. *Defective Work:* The Engineer will recommend to Client that the Contractor's Work be rejected while it is in progress if, on the basis of Engineer's or his representative's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- d. *Disagreements between Client and Contractor:* The Engineer will render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Client or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decision, Engineer shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

11. Record Drawings

Carter & Sloope will prepare and furnish the Client one (1) set of reproducible and one (1) electronic copy in Portable Digital Format (PDF) of the Project Record Drawings showing appropriate record information that is annotated and furnished to us by the Contractor in accordance with the Contract Documents after construction is complete. The extent of Engineer's review of record documents shall be to check that the Contractor has submitted all pages.

12. Startup Assistance

If the Client authorizes, C&S will provide an Engineer and/or a Class I Water Operator as needed to attend meetings at the jobsite to witness start-up of proposed mechanical equipment by the Contractor and assist the Client with Start-up and commissioning of the new facilities. For meetings, we will issue meeting minutes for review and approval by the Client. **For the purposes of this Task Order, we have budgeted 100 man-hours for Startup Assistance.**

13. O&M Manual

We will develop a new Operations and Maintenance Manual (O&M) for the proposed water treatment facility and submit it to the Client for review and approval.

14. Sales Tax Refund

Assist the Client in obtaining a refund from the Georgia Department of Revenue on sales taxes paid on equipment purchased that can reduce water pollution. Our assistance will be limited to preparing the necessary forms and documents and obtaining the information from the Contractor for the Client to submit to the Georgia Department of Revenue. No guarantee can be made by the Engineer on the amount of sales taxes that will be refunded.

Additional Services

Services not included within the Basic Scope of Services above, which are considered Additional Services, are specifically excluded from the Scope of the Engineer's services, but can be provided on an hourly basis in accordance with our Hourly Fee Schedule or on a lump sum basis or as agreed to in writing by the Client and the Engineer. Additional Services include, but are not limited to, the following:

- a. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing; and revising previously accepted reports, Drawings or Specifications, or other Project related documents when such revisions are required by changes in Laws and regulations enacted subsequent to the date of this proposal or are due to any other causes beyond Engineer's control.
- b. Services required as a result of Client providing incomplete or incorrect Project information to Engineer.
- c. Furnishing services of Engineer's Sub-Consultants, if any, for other than Basic Services.

- d. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to construction management, cost estimating, Project peer review, value Engineering, and constructability review requested by Client; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- e. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Client for the Work or a portion thereof.
- f. Determining the acceptability of substitute materials and equipment proposed after the Bidding and making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
- g. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- h. Providing Construction Phase and Funding Administration services beyond the construction Contract Times, which is estimated at 30 months.
- i. Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration will be charged at hourly rate multiplied by 1.5. Actual time for deposition, trial testimony or arbitration including travel time will be charged at hourly rate multiplied by 2.50. Reimbursable expenses will be charged at actual cost multiplied by 1.15.
- j. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Client and not specifically provided in the Basic Services.
- k. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Client so as to make compensation commensurate with the extent of the Additional Services rendered.
- l. Additional or extended services made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Hazardous Materials and/or Environmental Conditions (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials), (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- m. Reviewing Shop Drawings more than two (2) times as a result of repeated inadequate submissions by Contractor. In such an event, the Engineer shall prepare a Change Order for the Client that will deduct the cost of these Additional Services from the Client's contract with the Contractor.
- n. Geotechnical Engineering and materials testing during construction. The Client should contract directly with a geotechnical Engineer for geotechnical consulting services, if needed.
- o. Archeological and Historical Preservation consulting.
- p. Delineating wetlands or flood plain determinations.
- q. U.S. Army Corps of Engineering Permitting.
- r. Providing topographic surveys or construction surveys and/or staking to enable Contractor to perform its work not specifically detailed in the Basic Services; conducting surveys to verify the accuracy of Record Drawings content obtained from the Contractor, Owner, utility companies and other sources; and any type of property or boundary surveys or easements or related Engineering or surveying services needed for the transfer of interests in real property; and providing other special field surveys not specifically detailed in the Basic Services.
- s. Assistance with funding alternatives including, but not limited to, preparing loan and/or grant funding applications, grant writing, Engineering reports to support funding applications, rates studies, etc. unless specifically included in the Basic Services.
- t. Environmental Surveys including, but not limited to, wetlands, endangered species, cultural resources, historic preservation resources or special sub-consultants for permits.

- u. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services.
- v. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement.
- w. All building and permit fees and building inspection fees.
- x. Assisting Client in training Client's staff to operate and maintain specific Project equipment and systems.
- y. Amendments to change the original scope of the loan, and supporting documents relating thereto;
- z. Advertising, legal, fiscal, auditing and permit fees;
- aa. Negotiation of lease agreements;
- bb. Preparation of documentation and correspondence to extend the funding period of the PROJECT;
- cc. Coordination and attendance of public meetings related to the PROJECT in addition to those required in GEFA manuals;
- dd. Coordination and preparation for meetings with GEFA if the PROJECT is selected to be monitored by the Environmental Protection Agency (EPA), State Auditors, or Inspectors General; and
- ee. Preparation of legal documents.

Hourly Fee Schedule

Hourly rates used for Basic and/or Additional Services shall be determined by multiplying individual hourly rates of each class of employee by the number of hours spent performing the service.

Employee Classification	Hourly Billing Rate
Principal I – V	\$ 190 - \$ 280
Senior Professional Engineer I – VIII	\$ 165 - \$ 280
Staff Engineer - Project Engineer I - VIII	\$ 95 - \$ 175
Project Manager I – IX	\$ 115 - \$ 210
Engineering Technician I - VII	\$ 125 - \$ 185
CADD Drafter/Design Technician I – X	\$ 80 - \$ 170
GIS Technician I – II	\$ 80 - \$ 90
Administrative Support I – X	\$ 60 - \$ 150
Funding Specialist I - VII	\$ 75 - \$ 170
Construction Observer I - IX	\$ 75 - \$ 160
Surveyor (1-person)	\$ 105
Surveyor (2-person)	\$ 165

Carter & Sloope reserves the right to adjust the Hourly Fee Schedule annually beginning July 1, 2026, and we will provide the Client with an updated schedule prior to any hourly rates increases. **Note that any changes to our Hourly Fee Schedule will not affect any of our lump sum and/or not-to-exceed fees stated herein.**

Reimbursable Expenses/Sub-Consultants

There are no fees for reimbursable expenses from Carter & Sloope, Inc. for the Basic Services of the Engineer. All costs associated with normal travel, meals, printing/reproduction, etc. are included in our lump sum fees; however, Additional Services, if any, including, but not limited to, fees from sub-consultants, printing and reproduction, communications, postage, travel, lodging, meals, etc. will be charged at 1.15 times direct cost.

May 20, 2026

Fee Basis

We propose completing our work for Basic Services described herein for the lump sum amounts or hourly, not-to-be exceeded, amounts as scheduled below. Hourly, not-to-exceed amounts shall be determined in accordance with our Hourly Fee Schedule. No fee amount may be exceeded without prior written approval from the Client. Compensation distribution between tasks may be altered to be consistent with actual services rendered, within the total amount authorized.

<u>Task No.</u>	<u>Description</u>	<u>Fee Basis</u>
1	Preliminary Engineering/Consulting	Hourly not-to-exceed \$ <u>50,000</u>
2	Funding Assistance	Total Lump Sum \$ <u>35,000</u>
3	Surveying	Total Lump Sum \$ <u>27,500</u>
4	Engineering Design	Total Lump Sum \$ <u>2,200,000</u>
5	Permitting Assistance	Total Lump Sum \$ <u>35,000</u>
6	Easement Acquisition Services	Hourly, As Required
7	Bidding Assistance	Total Lump Sum \$ <u>25,000</u>
8	Construction Phase Services	Total Lump Sum \$ <u>425,000</u>
9	Grant Administration	Total Lump Sum \$ <u>60,000</u>
10	Construction Observation (assumes <u>3,120</u> man-hours)	Hourly not-to-exceed \$ <u>511,000</u>
11	Record Drawings	Total Lump Sum \$ <u>7,500</u>
12	Startup Assistance (assumes <u>100</u> man-hours)	Hourly not-to-exceed \$ <u>25,000</u>
13	O&M Manual	Total Lump Sum \$ <u>40,000</u>
14	Sales Tax Refund	Total Lump Sum \$ <u>10,000</u>
<i>Total of Items 1 - 14 Inclusive:</i>		<i>\$ <u>3,451,000</u></i>

If you have any questions or concerns regarding our proposed Scope of Work and/or proposed fee schedule, please contact me. I would welcome the opportunity to discuss this with you. If the Scope of Services is acceptable, please sign, date, and return one (1) copy to us for our files. Once approved, Carter & Sloope can begin work on this project immediately.

Sincerely,


Matt Smith, P.E.

MS:JJW

encl: N/A

cc: John Bain
File

Client Acceptance, Initial as desired:

 X Basic Services Phase 1, Tasks 1-3 Tasks 1 - 3 Only, at a cost of \$112,500.00.
John D. Bain

 Basic Services Phase 2, Tasks 4-5

 Bidding Services, Tasks 7

 Construction Phase Services, Task 8

 Grant Administration, Task 9

 Construction Observation, Task 10

 Record Drawings, Task 11

 Startup Services, Task 12

 O&M Manual, Task 13

 Sales Tax Refund, Task 14

I hereby acknowledge review of this Scope of Services and authorize Carter & Sloope, Inc. to proceed with the work as described in this agreement.

Signature

Date

Title

TERMS AND CONDITIONS

The Client hereby accepts the following general terms and conditions ("Terms and Conditions") applicable to Carter & Sloope, Inc.'s performance of the services described in the attached Proposal (the "Services"):

1. **Method and Terms of Payment:** Invoices will be submitted by Carter & Sloope, Inc. ("Carter & Sloope", "C&S", or "Engineer") monthly in proportion to services performed and are due within 30 days of receipt. Any amounts not paid by the Client within thirty (30) days of the date of such invoices shall be considered past due and shall accrue interest at a rate of one-and-one-half percent (1.5%) per month or the maximum allowed by law, whichever is less, of the past due amount per month until such time as such amounts are paid in full. Payment thereafter shall first be applied to accrued interest and then the unpaid principal. If the Client fails to make payment to the Engineer in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and the Engineer shall have the right, upon seven (7) days written notice, to suspend performance of all or part of the Services in accordance with Paragraph 2 "Suspension" until 1.) all past due amounts are paid, and 2.) satisfactory assurance of prompt future payment is received by the Engineer. The Client waives any and all claims against the Engineer for any such suspension. The above right is in addition to all other rights and remedies Engineer may have at law or in equity including termination of this Agreement by the Engineer for cause in accordance with Paragraph 3 "Termination" herein.
 - A. *Collection Costs:* If the Client fails to make payments when due and the Engineer incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Engineer. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Engineer staff costs at standard billing rates for the Engineer's time spent in efforts to collect. This obligation of the Client to pay the Engineer's collection costs shall survive the term of this Agreement or any earlier termination by either party.
 - B. *Set-offs, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by the Engineer. Payment to the Engineer for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
 - C. *Disputed Invoices:* If the Client objects to any portion of an invoice, the Client shall so notify the Engineer in writing within seven (7) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Engineer's favor and shall be calculated on the unpaid balance from the date of the invoice.
 - D. *Legislative Action:* If after the Effective Date of this Agreement, any governmental entity takes legislative action that imposes taxes, fees or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Engineer for the cost of such invoiced new taxes, fees and charges in addition to the compensation agreed to herein.
2. **Suspension:** The Client may suspend all or part of the Project for up to ninety (90) days upon seven (7) days written notice to the Engineer. The Engineer may, after giving seven (7) days written notice to the Client, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of the Engineer. In the event the Project is suspended for period(s) totaling more than ninety (90) days, Client agrees to pay reasonable costs incurred by the Engineer in: 1.) preserving and documenting services performed or in progress, and 2.) demobilizing and remobilizing services. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Suspended projects may change in many ways due to the passage of time, changes in the size or environment, regulatory modifications, or other issues outside of Engineer's control. Engineer is not and shall not be responsible for any such changes. Upon payment in full by the Client, the Engineer shall resume services under this Agreement; however, a reassessment of the project scope, fee, and project schedule may be performed by the Engineer as an Additional Service. Upon the conclusion of the project reassessment, the time schedule and Engineer's compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the Engineer to resume performance.
3. **Termination:** In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay the Engineer for the services rendered and fees provided in the invoice and all reimbursable expenses

incurred by the Engineer, its agents and subcontractors up to the termination date in accordance with the payment provisions of this Agreement. In the event of any termination that is not the fault of the Engineer, the Client shall pay the Engineer, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Engineer in connection with the orderly termination of this Agreement, including but not limited to demobilization, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, to assemble Project Materials in orderly files, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

The obligation to provide further services under this Agreement may be terminated as follows:

- A. *For Cause:* Either party may terminate the Agreement for cause upon giving the other party not less than thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
1. Assignment of this Agreement or transfer of the Project by either party to any other entity without prior written consent of the other party; or
 2. If, through any cause, the Engineer shall fail to fulfill in timely and proper manner any material obligations under this Agreement, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall thereupon give written notice to the Engineer of such failure, violation or breach. If Engineer has not or cannot remedy such failure, violation or breach within thirty (30) days of the giving of such notice by the Client, the Client shall thereupon have the right to terminate this Agreement by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Engineer under this Agreement shall, at the option of the Client subject to the requirements in Paragraph 11 herein, become its property and the Engineer shall be paid within fifteen (15) calendar days of termination for all services rendered and all reimbursable expenses incurred by the Engineer up to date of termination. Engineer shall have no liability to Client on account of such termination.
 3. Suspension of the Project or the Engineer's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate; or
 4. If Client demands that Engineer furnish or perform services contrary to Engineer's responsibilities as licensed professional; or
 5. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustment necessitated by such changes.
- B. *For Convenience:* Either party shall have the right to terminate this Agreement at any time for convenience and without cause upon thirty (30) days written notice.
4. Changes. The Engineer's commitment as set forth in this Agreement is based on the expectation that all of the services described in this Agreement will be provided. The Client may, from time to time, request changes in the scope of the services of the Engineer to be performed hereunder. In the event the Client elects to reduce the Engineer's Scope of Services, the Client hereby agrees to release, hold harmless, defend and indemnify the Engineer from any and all claims, damages, losses or costs associated with or arising out of such reduction in services. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Client and the Engineer, shall be incorporated in written amendments to this Contract.
5. Personnel: The Engineer represents that he has, or will secure at his own expense, the personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. All of the services required hereunder will be performed by the Engineer or his sub-consultants under his supervision and personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.
6. Reports and Information. The Engineer, at such times and in such forms as the Client may require, shall furnish the Client such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
7. Certifications. As used herein and throughout this Agreement, the words "certify" and/or "certification" shall mean an expression of the Engineering Consultant's professional opinion to the best of its information, knowledge and belief, and therefore does not constitute a warranty or guarantee by the Engineer.

8. Records and Audits. The Engineer shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement. These records will be made available for audit purposes to the Client or any authorized representative, and will be retained for three years after, the expiration of this Contract unless permission to destroy them is granted by the Client.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Engineer under this Agreement are confidential and the Engineer agrees that they shall not be made available to any individual or organization without the prior written approval of the Client unless required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration.
10. Standard of Care, Disclaimer of Warranties. Engineer will strive to perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. NO OTHER REPRESENTATION AND NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT.
11. Ownership of Documents & Copyright. All documents, including electronic files, prepared or furnished by Engineer are instruments of service, and Engineer retains all common law, statutory and other reserved rights, ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. The Client may make and retain copies of them for information and reference in connection with the use of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used by others unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration. The Client agrees not to distribute, publish or otherwise disseminate Engineer's documents without first obtaining Engineer's prior written consent. The Client may request and negotiate with the Engineer to acquire ownership of the documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Engineer, Client agrees: 1.) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client's sole risk and without liability to Engineer, and 2.) Client will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Engineer may retain copies of all documents for its files. Electronic communications and CADD data transferred by Email, websites or computer disks (collectively "E-Data") are provided only as an accommodation by Engineer for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverable. Client agrees to indemnify and hold harmless Engineer from and against Client, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.
12. Third-Party Beneficiaries and Reliance Upon Documents. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against either the Client or the Engineer. Engineer's performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client's benefit and use. No party may claim under this Agreement as a third-party beneficiary, unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation or arbitration. Client agrees not to distribute, publish or otherwise disseminate Engineer's Documents, without first obtaining Engineer's prior written consent. No third-party may rely upon Engineer's documents or the performance or non-performance of services unless Engineer has agreed to such reliance in advance and in writing. The Client and Engineer agree to require a similar provision in all contracts with contractors, subcontractors, sub consultants, vendors and other entities involved in this Project to carry out the intent of this provision.
13. Compliance with Local Laws. The Engineer shall exercise usual and customary professional care in its effort to comply with applicable laws, codes and regulations as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Engineer to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
14. Public Responsibility. Both the Client and the Engineer owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. The Client shall make no request of the Engineer that, in the Engineer's reasonable opinion, would be contrary to the Engineer's professional responsibilities to protect the public. The Client shall take all actions and render all reports required of the Client in a timely manner. Should the Client fail to take any required actions or render any required notices to appropriate public authorities in a timely manner, the Client agrees that the Engineer has the right to exercise its professional judgment in reporting to appropriate public officials or taking other necessary action. The Client agrees to take no action against or attempt to hold the Engineer liable in any way for carrying out what the Engineer reasonably believes to be its public responsibility. Furthermore, the Client agrees the Engineer shall not be held liable in any respect for reporting said conditions. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and sub-consultants (collectively, Engineer) against all

damages, liabilities or costs arising out of or in any way connected with the Engineer's notifying or failing to notify appropriate public officials.

15. **Accessibility.** It is recognized that the Client has certain obligations under local, state and Federal accessibility laws and regulations that could affect the design of the Project. It is further recognized that Federal accessibility laws and regulations are not part of, or necessarily compatible with, State or local laws, codes and regulations governing construction. Consequently, the Engineer will be unable to make recommendations or professional determinations that will ensure compliance with the Federal accessibility laws and regulations, and the Engineer shall, accordingly, not have any liability to the Client in connection with the same. The Engineer strongly advises the Client to obtain appropriate legal and financial counsel with respect to compliance with the appropriate disability access laws. The Engineer will endeavor to design for accessibility by persons with disabilities in conformance with the provisions and references in applicable State or local building codes and the technical design requirements of the Americans with Disabilities Act (ADA) and/or the Fair Housing Act (FHA) in effect as of the date of completion of the design to the extent those statutes apply to the Project. The Client will determine the full extent of its obligations under the ADA and Fair Housing Act Amendments (FHAA), including whether the ADA and/or the FHAA apply to the Project, the extent that modifications are readily achievable under the ADA, and the extent that modifications to improve disability access are necessary during an alteration and provide the Engineer with such information. The Client acknowledges that it has been advised by the Engineer to retain a consultant (Accessibility Consultant) to review the project plans, specifications, and construction for compliance with the Americans with Disability Act, the Fair Housing Act, and other Federal, state, and local accessibility laws, rules, codes, ordinances, and regulations (hereinafter referred to as "Accessibility Issues"). If Client fails to retain an Accessibility Consultant, the Client agrees to release defend, indemnify and hold harmless the Engineer, its officers, directors, employees and subconsultants (collectively, Engineer) from any claim, damages, liabilities or costs arising out of or in any way connected with Accessibility Issues.
16. **Specification of Materials.** The Client understands and agrees that products or building materials that are permissible under current building codes and ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous and/or defective characteristics. The Engineer is only expected to meet current industry standards and may rely on manufacturers' information and representations. The Client agrees that if any product or material specified for this Project by the Engineer shall, at any future date be suspected or discovered to be defective or a health or safety hazard, then the Client shall waive all claims as a result thereof against the Engineer. The Client further agrees that if the Client directs the Engineer to specify any product or material after the Engineer has informed the Client that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Client waives all claims as a result thereof against the Engineer, and the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising in any way from the specification or use of any products or materials which, at any future date, become known or suspected health or safety hazards.
17. **Opinions or Estimates of Costs.** If included in the Services, the Engineer will provide preliminary opinions of probable costs of materials, installation, remediation or construction and/or total project costs based on the Engineer's experience on similar projects, which are not intended for Client's or others' use in developing firm budgets or financial models, or making investment decisions. Client agrees that any opinion of cost is still merely an estimate.
18. **Limit of Liability.** The inclusion of this Limitation of Liability provision is a material consideration for the Engineer's willingness to perform the services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that, to the fullest extent permitted by law, Client and Engineer: 1.) waive against each other, and the other's employees, owners, partners, officers, directors, shareholders, agents, insurers, and sub-consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs arising out of, resulting from, or in any way related to the Project; and 2.) **agree that Engineer's total aggregate liability to Client under this Agreement shall be limited to the total amount of compensation received by Engineer on this Project or \$50,000, whichever is greater.** In no event shall the limit exceed the insurance amount. This limitation shall apply to any and all liability regardless of the cause of action or legal theory placed or asserted unless otherwise prohibited by law. Upon Client's request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit. Client and Engineer agree to limit liability to the other in the following respects to the fullest extent permitted by law: Neither party will have liability to the other for any specials, indirect or consequential, incidental, exemplary, or penal losses or damages including, but not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, unavailability of the other party's property or facility, shutdowns or service interruptions, and any other consequential damages or claims related to the Project that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Engineer shall require

similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

19. **Insurance.** Throughout the term of this Agreement, Engineer shall maintain insurance in amounts not less than shown:

- | | |
|---------------------------|--|
| a) Worker's Compensation | Statutory amount where services are performed |
| b) Automobile | \$1,000,000 combined single limit |
| c) General Liability | \$1,000,000 per occurrence / \$2,000,000 General Aggregate |
| d) Professional Liability | \$1,000,000 per claim and aggregate |
| e) Excess Umbrella | \$5,000,000 on "b" & "c" |

Client agrees to require all third parties engaged by or through Client in connection with the Project to provide Engineer with current Certificates of Insurance Endorsed to include Engineer as an additional insured on their "b", "c" and "e" policies of insurance and authorizes Engineer to enforce this provision directly with all Project related third parties.

20. **Indemnification.**

- A. Indemnification of Client: Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors and employees from and against any and all liabilities, damages, expenses (including without limitation reasonable attorney's fees) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.
- B. Indemnification of Engineer: To the extent allowed to a municipality by Georgia law and subject to the provisions and limitations of this Agreement, Client agrees to defend, indemnify and hold harmless Engineer from and against any and all claims by third parties related to services provided by Engineer under this Agreement, and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

21. **Dispute Resolution.** Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The Client and the Engineer further agree to include a similar mediation performed with rules as established by The American Arbitration Association provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement. The laws of the State of Georgia will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of the State of Georgia and Engineer and Client both hereby waive any right to initiate any action in or remove any action to, any other jurisdiction.

22. **Subrogation.** The Client and the Engineer agree, to the fullest extent permitted by law, to waive any and all rights against each other and any of their contractors, subcontractors, consultants, subconsultants, construction managers, Clients' representatives, employees, director, officers, agents, assigns for any and all damages, including without limitation bodily injury, death, damage to real and personal property, and all consequential damages including delay and lost profits (collectively "Damages") covered by any insurance applicable to the Project or the site upon which the Project is located. The Client and the Engineer hereby warrant and represent that they will require all of their contractors, subcontractors, consultants, subconsultants, construction managers, Clients' representatives, employees, director, officers, agents, and assigns to waive subrogation against each other, the Client and the Engineer and any of their contractors, subcontractors, consultants, subconsultants, construction managers, Clients' representatives, employees, director, officers, agents, and assigns for any and all Damages covered by any insurance applicable to the Project or the site upon which the Project is located. The provisions of this waiver apply regardless of whether the loss occurs or the damages are sustained during construction or after the project is completed. The intent of this provision is to obtain the broadest waiver of subrogation possible.

23. **Severability.** This agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: To approve the updated customer sanitation rates due to GFL's 4.9% rate increase effective August 1, 2026.

AGENDA DATE: 06/09/2026

DATE PREPARED: 05/28/2026

PREPARED BY: Amanda Long, Interim Finance Director

AMOUNT: Approx. \$10,760 (2 months)

GL ACCOUNT #: 540-4500-522110

FUNDING SOURCE: Solid Waste Operating Budget

BUDGETED ITEM? No, but revenue will offset the increase in expenditure.

PURPOSE: To approve the updated customer sanitation rates due to GFL's 4.9% rate increase based on the Consumer Price Index for All Urban Consumers (CPI-U) effective August 1, 2026.

BACKGROUND: Based on the GFL contract: *"The service fee will be increased annually every July 1st to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers (CPI- U): U.S. Town Average, by expenditure category and commodity and service group, Water and Sewer and Trash Collection Services."*

GFL Rate - Current vs. New			
	Current GFL Rate	4.90% Increase	New GFL Rate
First Cart	\$ 16.78	\$ 0.82	\$ 17.60
Second Cart	10.37	0.51	10.88
Low Income Senior	16.78	0.82	17.60

VR Customer Rate - Current vs. New			
	Current VR Rate	Increase	New VR Rate
First Cart	\$ 19.07	\$ 0.82	\$ 19.89
Second Cart	10.37	0.51	10.88
Low Income Senior	14.31	0.62	14.93

STAFF RECOMMENDATION: To approve the updated customer sanitation rates due to GFL's 4.9% rate increase based on the Consumer Price Index for All Urban Consumers (CPI-U) effective August 1, 2026.

IMPACT: Rate increase of \$0.82 for the first cart; an increase of \$0.51 for the second cart. There will also be an increase of \$0.62 for the low-income senior cart.

MOTION: I move to approve the updated customer sanitation rates due to GFL's 4.9% rate increase based on the Consumer Price Index for All Urban Consumers (CPI-U) effective August 1, 2026.



April 14, 2026

Amanda Long

CPI Letter

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

RE: Intent to Renew for Solid Waste Collection, Transportation and Disposal

Dear Amanda: GFL Environmental is requesting to renew our contract. We are honored and excited to continue our partnership as we move forward together. Thank you for allowing us the opportunity to provide solid waste disposal services to the City of Villa Rica. We sincerely enjoy providing this service and value our relationship.

As per our agreement, the Service Fee will be increased annually to reflect the adjustment based on the U.S Bureau of Labor Statistics "water and sewer and trash collection services" Consumer Price Index. The CPI index is 4.9%. Thank you again for the opportunity to support the solid waste program. We thank you for your business and we look forward to continuing our relationship. In the meantime, if you have any questions or concerns, please do not hesitate to call me.

Best Regards,

Steve Evans General Manager



Data extracted on: April 14, 2026 (1:15:37 PM)
Consumer Price Index for All Urban Consumers (CPI-U)

12-Month Percent Change

Series Id: CUSR0000SEHG

Seasonally Adjusted

Series Title: Water and sewer and trash collection services in U.S. city average, all urban consumers, seasonally adjusted

Area: U.S. city average

Item: Water and sewer and trash collection services

Base DECEMBER 1997=100

Period:

Download:

Year	Apr
2025	4.9

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gflenv.com



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Resolution & Intergovernmental Agreement for the Transportation Special Purpose Local Option Sales Tax (TSPLOST) Distribution – Douglas County

AGENDA DATE: June 9, 2026

DATE PREPARED: May 27, 2026

PREPARED BY: Jennifer Hallman, Interim City Manager/CFO

PURPOSE: Douglas County has called for a referendum for a Transportation Special Purpose Local Option Sales Tax (TSPLOST) to be placed on the November 3, 2026 ballot. The County and the municipalities need to adopt a resolution and intergovernmental agreement for this to move forward as scheduled.

The proposed resolution and intergovernmental agreement sets forth the purpose & distribution of TSPLOST proceeds (\$160m). City of Villa Rica will receive 5.04% (\$8m) of all sales tax proceeds received within Douglas County. Below are the categories for Douglas T-SPLOST projects within the City of Villa Rica.

City of Villa Rica			
Douglas T-SPLOST			
Item	Description	% of TSPLOST	\$ of TSPLOST
1	Resurfacing	38%	\$ 3,075,392
2	Streetlights	2%	162,257
3	Storm Drainage	3%	262,474
4	Sidewalks	5%	400,559
5	Multi-use Path	51%	4,104,142
6	Guardrail	1%	59,176
TOTAL:		100%	\$ 8,064,000

STAFF RECOMMENDATION: Staff recommends approval of the resolution and intergovernmental agreement.

MOTION: I move to approve the resolution and intergovernmental agreement for the Transportation Special Purpose Local Option Sales Tax (TSPLOST) within Douglas County.

RESOLUTION APPROVING TSPLOST INTERGOVERNMENTAL AGREEMENT

WHEREAS, the **City of Villa Rica** (the “City”) has reviewed the proposed Intergovernmental Agreement (“IGA”) between Douglas County, the City of Douglasville, the City of Villa Rica, and the City of Austell (collectively, the “Cities”) related to the imposition of a transportation special purpose local option sales tax (the “TSPLOST”);

WHEREAS, the question of imposing a 1% County TSPLOST is proposed to be submitted to the qualified voters of Douglas County at an election to be held on November 3, 2026;

WHEREAS, on April 14, 2026, representatives of Douglas County and the Cities met to discuss possible projects in accordance with O.C.G.A. § 48-8-262(a)(2);

WHEREAS, the City has included its proposed projects and estimated costs in the proposed IGA;

WHEREAS, the City believes that the transportation projects which are the subject of the IGA shall benefit the residents of Douglas County and the Cities and improve the transportation infrastructure of Douglas County and the Cities; and

WHEREAS, the City has determined that it will be beneficial to the citizens of the City to participate in the distribution of sales tax proceeds if the referendum authorizing the same is passed;

WHEREAS, Douglas County and the Cities desire to move forward with process and the percentages of the distribution as set forth in the IGA;

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Mayor is authorized to execute the Intergovernmental Agreement, in substantially the same form as the document attached hereto;

IT IS FURTHER RESOLVED that the Mayor and City Clerk, in conjunction with the City Attorney, are authorized to make minor changes in the agreement that may arise subsequent to the passage of this Resolution so long as the changes do not significantly impact the distribution to be received from the sales tax proceeds if the referendum is approved.

This 9th day of June, 2026.

CITY OF VILLA RICA

By: _____
Leslie McPherson, Mayor

Attested to:

Theresa Campbell, City Clerk

**RESOLUTION CALLING FOR AN ELECTION TO IMPOSE
A SPECIAL DISTRICT TRANSPORTATION SALES AND USE
TAX**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF DOUGLAS COUNTY, GEORGIA IMPOSING A SPECIAL DISTRICT TRANSPORTATION SALES AND USE TAX AS AUTHORIZED BY PART 1 OF ARTICLE 5A OF CHAPTER 8 OF TITLE 48 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, SPECIFYING THE PURPOSES FOR WHICH THE PROCEEDS OF SUCH TAX ARE TO BE USED; SPECIFYING THE RATE OF SUCH TAX; SPECIFYING THE MAXIMUM AMOUNT OF REVENUES TO BE RAISED BY THE TAX; SPECIFYING THE ESTIMATED COST OF THE PURPOSES TO BE FUNDED FROM THE PROCEEDS OF SUCH TAX; SEEKING APPROVAL TO ISSUE GENERAL OBLIGATION DEBT IN CONJUNCTION WITH SUCH TAX; REQUESTING THE BOARD OF ELECTIONS AND REGISTRATION TO JOIN IN A CALL FOR ELECTION OF THE VOTERS OF DOUGLAS COUNTY TO APPROVE THE IMPOSITION OF SUCH SALES AND USE TAX; APPROVING THE FORM OF BALLOT TO BE USED IN SUCH AN ELECTION; AND FOR OTHER PURPOSES.

WHEREAS, Part 1 of Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated (the “Act”) authorizes the imposition of a special district transportation sales and use tax for the purpose of financing certain transportation purposes; and

WHEREAS, the Board of Commissioners of Douglas County, Georgia (the “Board of Commissioners”) has determined that it is in the best interest of the citizens of Douglas County that such sales and use tax (the “TSPLOST”) be imposed within a special district co-extensive with Douglas County (the “Special District”) to raise the sum \$160,000,000.00 for the purposes described hereinbelow; and

WHEREAS, Douglas County, Georgia (the “County”) has concluded that at least 30% of the estimated revenue from the proposed tax is to be expended on projects consistent with the state-wide strategic transportation plan prescribed by O.C.G.A. § 32-2-22(a)(6); and

WHEREAS, it is necessary to submit to the qualified voters of the County the question of whether or not the TSPLOST should be imposed; and

WHEREAS, pursuant to the procedures set out in O.C.G.A. §48-8- 262(a), the County conducted a meeting at which designated representatives of the County, the City of Douglasville, City of Villa Rica, and the City of Austell (collectively, the “Municipalities”) met and discussed the imposition of the TSPLOST, the distribution of TSPLOST proceeds and possible projects and purposes for inclusion in the proposed referendum; and

WHEREAS, prior to giving notice of the meeting with the Municipalities, the County determined that a majority of the governing authorities of counties within the Atlanta Regional

Commission of Georgia have not passed resolutions calling for the levy of a tax under Article 5 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated; and

WHEREAS, the County has determined that it is not a “metropolitan county special district” as described in O.C.G.A. § 48-8-269.7(b); and

WHEREAS, the County has entered into or will enter into, prior to the call for election, an intergovernmental agreement (the “Intergovernmental Agreement”) with the Municipalities, a copy of which is attached hereto as Exhibit A, complying with the requirements of O.C.G.A. § 48-8-262(b).

NOW, THEREFORE, the Board of Commissioners of Douglas County, Georgia, hereby resolves as follows:

A. Imposition of TSPLOST. Assuming the question of imposing the TSPLOST is approved by the majority of the voters of the County voting in the election hereinafter referred to, the TSPLOST shall be imposed at the rate and for the maximum amount, purposes and estimated costs thereof, and the maximum period of time for which the TSPLOST may be imposed as follows:

1. In order to finance the purposes described herein, the TSPLOST at the rate or in the amount of one (1%) percent on all sales and uses in the Special District is hereby authorized to be levied and collected as provided in the Act.

2. The proceeds of such TSPLOST are to be used to finance the projects and purposes described in Exhibit A attached hereto and made a part hereof by this reference (the “Projects and Purposes”) and to pay the general obligation debt that may be issued in conjunction with the TSPLOST as described below. The Projects and Purposes and the approximate costs of each are set forth in said Exhibit A.

3. The approximate cost of the Projects and purposes, which shall also be the maximum amount of the net proceeds to be raised by the TSPLOST, is \$160,000,000.00.

4. The TSPLOST is imposed for a maximum period of time of six (6) years.

B. General Obligation Debt.

1. Assuming the question of imposing the TSPLOST is approved by a majority of the qualified voters of the Special District voting in the election hereinafter referred to, the County is hereby authorized to issue its general obligation debt (the “Debt”) in conjunction with the TSPLOST, in an aggregate principal amount of up to \$80,000,000.00. The proceeds of the Debt, if issued, shall be used to pay all or a portion of the costs of such of the Projects and Purposes as the Board of Commissioners shall determine (the “Bond Projects and Purposes”), capitalized interest for such period as the Board of Commissioners shall determine, and the costs of issuing the Debt. The Debt may be issued in one or more separate issuances or series. A portion of the proceeds of the TSPLOST will be used for repayment of the Debt (and interest thereon), if issued, and the portion of the proceeds of the TSPLOST not used for the repayment of the Debt (and interest thereon) will be used to pay costs of Projects and Purposes or portions of Projects and Purposes not funded with the Debt, in the manner provided by the Act.

2. The maximum interest rate or rates which such Debt is to bear is seven percent (7%) per annum. The Debt would be repayable during the period of receipt of the TSPLOST or within three months after the last scheduled receipt. The debt service on the Debt would not exceed \$14,635,000 in any year.
3. The proceeds of the Debt shall be deposited by the County in a separate fund or account as is consistent with the laws of the State of Georgia.
4. The TSPLOST proceeds received by the County for the Projects and Purposes in any year pursuant to the imposition of such tax shall be deposited in a separate fund or account and be first used to satisfy the debt service requirements on the Debt for any such year before such proceeds are applied to any of the other purposes authorized above. Proceeds of the TSPLOST received by the County in any year not required to satisfy the debt service requirements in the Debt for such year may be applied toward funding the Projects and Purposes to the extent such Projects and Purposes have not been funded with Debt proceeds.
5. The Board of Commissioners hereby determines that the proceeds of the collection of the TSPLOST in each year will be sufficient to pay the principal and interest of the Debt which may come due and payable in each year.
6. Any brochures, listings or other advertisements heretofore or hereafter issued by the Board of Commissioners or by any other person, firm, corporation or association with the knowledge and consent of the Board of Commissioners shall be deemed to be a statement of intention of the Board of Commissioners concerning the use of the proceeds of the Debt and such statement of intention shall be binding upon the Board of Commissioners with respect to the expenditure of the proceeds of such Debt or interest received from the investment of the proceeds of such Debt, to the extent provided in Section 36-82-1(d) of the Official Code of Georgia Annotated.

C. Call for the Election; Ballot Form; Notice.

1. The Board of Elections and Registration of Douglas County is hereby requested to call an election in all voting precincts in the County on the 3rd day of November, 2026, for the purpose of submitting to the qualified voters of the County the question set forth in paragraph 2 below.
2. The ballots to be used in the election shall have written or printed thereon substantially the following:

() Yes	Shall a special one percent (1%) sales and use tax be imposed in the special district of Douglas County for a period of time not to exceed six years and for the raising of an estimated amount of
---------	--

() No	\$160,000,000.00 for transportation purposes? If the imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of Douglas County, in the principal amount of up to \$80,000,000 for the above purposes.
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3. It is hereby requested that the election be held by the Board of Elections and Registration of Douglas County in accordance with the election laws of the State of Georgia, including, without limitation, the election laws relating to special elections. It is hereby further requested that the Board of Elections and Registration of Douglas County canvass the returns, declare the result of the election and certify the result to the Secretary of State and to the Commissioner of Revenue.
4. The Board of Elections and Registration of Douglas County is hereby authorized and requested to publish a notice of the election as required by law in the newspaper in which Sheriff's advertisements for the County are published once a week for up to five (5) weeks immediately preceding the date of the election. The notice of the election shall be in substantially the form attached hereto as Exhibit B.
- D. **Intergovernmental Agreement.** The Intergovernmental Agreement in substantially the form attached hereto as Exhibit A is hereby approved, and the Chairman or the Vice Chairman of the Board of Commissioners is authorized to execute and deliver the same, and the Clerk is authorized to attest and seal the same.
- E. **Board of Elections and Registration.** The Clerk of the Board of Commissioners is hereby authorized and directed to deliver a copy of this Resolution to the Board of Elections and Registration of Douglas County, with a request that the Board of Elections and Registration of Douglas County join in this call for an election.
- F. **Further Actions.** The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with the imposition of the TSPLOST and the authorization of the Debt.
- G. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this _____ day of _____, 2024.

**BOARD OF COMMISSIONERS OF
DOUGLAS COUNTY, GEORGIA**

By: _____
Chairman

ATTEST:

Clerk

EXHIBIT “A”

INTERGOVERNMENTAL AGREEMENT

**STATE OF GEORGIA
COUNTY OF DOUGLAS**

**TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement (the “Agreement”) is made this 2nd day of June, 2026 by and among Douglas County, Georgia (hereinafter the “County”), a political subdivision of the State of Georgia, and the City of Douglasville, Georgia, a municipal corporation, and the City of Villa Rica, Georgia, a municipal corporation, and the City of Austell, Georgia, a municipal corporation, (hereinafter the “Municipalities” or “Cities”), acting pursuant to validly adopted resolutions by their respective governing bodies. The County and the Municipalities do hereby agree as follows:

W I T N E S S E T H:

WHEREAS, Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the “Act”), authorizes the imposition of a single county Special District Mass Transportation Local Option Sales and Use Tax (the “TSPLOST”) to fund authorized transportation purposes for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, in accordance with Section 48-8-262(a)(1) of the Act, the parties have determined that the majority of counties in the region served by the Atlanta Regional Commission have not proposed a referendum on a regional special district transportation sales and use tax; and

WHEREAS, the governing authorities of the County and the Municipalities met together on July 8, 2024 to discuss possible projects and purposes for inclusion in the TSPLOST referendum in substantial conformity with the requirements of Section 48-8-262(a)(2) of the Act; and

WHEREAS, the County and the Municipalities desire to execute an intergovernmental agreement memorializing their agreement on the levy of the TSPLOST and the rate of such tax; and

WHEREAS, the County proposes to issue general obligation debt in the amount of up to \$80,000,000 to fund some of the Projects defined herein;

NOW THEREFORE, in consideration of the premises and undertakings hereinafter set forth, it is agreed by and between the County and the Municipalities as follows:

Section 1. Representation of the Parties. Each party hereto makes the following representations and warranties which are specifically relied upon by all other parties as a basis for entering into this Agreement:

- (a) The County agrees that it will take all actions necessary to call an election, to be held in all the voting precincts in the County on November 3, 2026, for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not a TSPLOST of one percent shall be imposed on all sales and uses subject to the sales and use tax in the special district of Douglas County, as authorized by the Act for up to 24 calendar quarters (six years) commencing on April 1, 2027 for the purpose of funding specified Projects (hereinafter more fully referred to and defined), and whether or not the County shall be authorized to issue general obligation debt in the principal amount of \$80,000,000 to finance certain Projects. The amount of money to be raised by the TSPLOST is estimated to be \$160,000,000.
- (b) The Municipalities are legally chartered municipal corporations as defined by law and judicial interpretation and are each a “qualified municipality” as such term is defined in the Act. During a public meeting of its governing board, each conducted in compliance with the Open Meetings Act, O.C.G.A. § 50-14-1, et seq., each of the Municipalities validly approved the execution of this Agreement.
- (c) The County is a political subdivision of the State of Georgia created and existing under the Constitution and laws of the State. During a public meeting conducted in compliance with the Open Meetings Act, O.C.G.A. § 50-14-1, et seq., the County approved the execution of this Agreement.
- (d) It is the intention of the County and the Municipalities to comply in all respects with O.C.G.A. § 48-8-260 et seq., and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-260, et seq.

Section 2. Conditions Precedent. The obligations of all parties under this Agreement are conditioned upon the following prior events:

- (a) The adoption of a resolution by the Board of Commissioners of Douglas County authorizing the imposition of the TSPLOST and calling the necessary election in accordance with the provisions of Section 48-8-262(d) of the Act.
- (b) The approval of the TSPLOST by a majority of the voters in the County voting in the election (for those purposes) to be held in accordance with the provisions of Section 48-8-263 of the Act.
- (c) This Agreement is further conditioned upon the collection of TSPLOST revenues

by the State of Georgia Department of Revenue and its transfer of the same to the County.

Section 3. Rate of Tax; Estimated Amount; Effective Date and Term of the Tax. The TSPLOST, subject to approval in an election to be held on November 3, 2026, shall be imposed at the rate of one percent (1%). The total estimated dollar amount is \$160,000,000.00 (before deduction of collection fees by the State of Georgia Department of Revenue and management expenses by Douglas County), which shall be the maximum amount to be raised by the TSPLOST. The maximum period of time for which the tax may be imposed is six years, beginning on April 1, 2027.

Section 4. Effective Date and Term of This Agreement. This Agreement shall commence upon the date of its execution and shall terminate upon the latter of:

- (a) The official declaration by the Board of Elections and Registration of Douglas County of the failure of the election described in this Agreement; or
- (b) The expenditure by the County and the Municipalities of the last dollar of money collected from the TSPLOST even if such expenditure is made after the expiration of the TSPLOST collection period.

Section 5. Purposes and Projects, Priority and Order of Funding.

- (a) In recognition of the need for transportation improvements across the County and the Municipalities, the parties agree that the total net proceeds (\$160,000,000.00) shall be utilized for the following transportation purposes (the “Purposes”): roads, trails, roundabouts, sidewalks, traffic signals, and all accompanying infrastructure and services necessary to provide access to these transportation facilities.
- (b) The transportation projects to be funded in whole or in part from TSPLOST proceeds (the “Projects”), are listed in Exhibit A which is attached hereto and made part of this Agreement. The parties acknowledge and agree that at least 30% of the estimated revenues are being expended on Projects that are consistent with the Statewide Strategic Transportation Plan as defined in O.C.G.A. § 32-2-22(a)(6).
- (c) All Projects and Purposes described herein shall be funded from TSPLOST proceeds as provided in this Agreement, and as specified in Exhibit A. No party shall be obligated to fund any Project or Purpose from revenues other than TSPLOST collections. Each party shall have the sole discretion to reduce the scope of a Project in the event of a funding shortfall.

Section 6. TSPLOST Funds; Separate Accounts; No Commingling.

- (a) A special fund or account shall be created by the County and designated as the 2027 Douglas County Special District Transportation Special Option Sales Tax Fund (the “County TSPLOST Fund”). The County shall select a local bank which shall act as a depository and custodian of the County TSPLOST Fund upon such terms and conditions as may be acceptable to the County.

(b) Each Municipality shall create a special fund to be designated as the 2027 [Municipality name] Special District Transportation Local Option Sales Tax Fund (each a “Municipal TSPLOST Fund”). Each Municipality shall select a local bank which shall act as a depository and custodian of the TSPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.

(c) All TSPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 7, TSPLOST proceeds shall not be commingled with other funds of the County or the Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than TSPLOST proceeds shall be placed in such accounts.

Section 7. Procedure for Disbursement of TSPLOST Proceeds.

(a) Upon receipt by the County of TSPLOST proceeds collected by the Georgia Department of Revenue, the County shall promptly deposit said proceeds in the County TSPLOST Fund. The monies in the County TSPLOST Fund shall be held and applied to the cost of acquiring, constructing, and installing the Transportation Projects for the County listed in Exhibit A or, where applicable, disbursed to the Municipalities as provided in subsections (b) and (c).

(b) All funds received by the County from the Georgia Department of Revenue from the imposition of the TSPLOST shall be apportioned by the County according to the figures provided herein. The figures set forth herein are binding and not subject to change or modification except upon written agreement by all parties. The County, following the deposit of the TSPLOST proceeds in the County TSPLOST Fund, shall, within 10 business days, disburse the TSPLOST proceeds due to each Municipality according to subsection (c). The proceeds shall be promptly deposited in the separate funds established by each Municipality in accordance with Section 6 of this Agreement. The monies in each Municipality’s TSPLOST Fund shall be held and applied to the cost of acquiring, constructing, and installing the Municipal Transportation Projects listed for that Municipality in Exhibit A.

(c) The parties will divide the monthly actual proceeds as follows:

1. Douglas County: 70.85%
2. City of Douglasville: 24.02 %
3. City of Austell: 0.09%
4. City of Villa Rica 5.04%

Section 8. Project Monitoring, Record-Keeping and Reporting, Audits.

(a) All parties to this Agreement shall promptly move forward with the acquisition, construction, equipage and installation of the Projects in an efficient and economical

manner and at a reasonable cost in conformity with all applicable laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the Projects.

(b) The governing authority of the County and the governing authority of each of the Municipalities shall comply with the requirements of O.C.G.A. § 48-8-269.5(a)(2), which requires that certain information be included in the annual audit of the County or each of the Municipalities. During the term of this Agreement, the distribution and use of all TSPLOST proceeds deposited in the County TSPLOST Fund and each Municipal TSPLOST Fund shall be audited annually by an independent certified public accounting firm. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information. Each Municipality shall provide the County a copy of its annual audit.

(c) The governing authority of the County and the governing authority of each of the Municipalities shall comply with the requirements of O.C.G.A. § 48-8-269.6, which requires the publication of annual reports concerning expenditures for the Projects.

(d) The County and Municipalities agree to maintain thorough and accurate records concerning receipt of TSPLOST proceeds and expenditures for each Project undertaken by the County or respective Municipality as required to fulfill the terms of this Agreement.

Section 9. Completion of Projects.

(a) The County and the Municipalities acknowledge that the costs shown for each Project described in Exhibit A are estimated amounts.

(b) If a County Project has been satisfactorily completed at a cost less than the estimated cost listed for that Project in Exhibit A, the County may apply the remaining unexpended funds to any other County Project in Exhibit A.

(c) If a Municipal Project has been satisfactorily completed at a cost less than the estimated cost listed for that Project in Exhibit A, the Municipality may apply the remaining unexpended funds to any other Project included for that Municipality in Exhibit A.

(d) The County and the Municipalities agree that each approved TSPLOST Project associated with this Agreement shall be completed or substantially completed within six years after the termination of the TSPLOST collection period. Any TSPLOST proceeds held by a County or Municipality at the end of the six-year period shall, for the purposes of this Agreement, be deemed excess funds and disposed of according to O.C.G.A. § 48-8-269.5(f)(2).

Section 10. Certificate of Completion and Termination. Within thirty (30) days after the acquisition, construction or installation of a Municipal Project listed on Exhibit A is completed, the Municipality owning the Project shall file with the County a certificate of completion signed

by the mayor or other chief elected official of the respective Municipality, setting forth the date on which the Project was completed and the final cost of the Project.

Section 11. The County Debt.

(a) The TSPLOST election ballot shall contain language required by the Act for the authorization of general obligation County debt in the principal amount of up to \$80,000,000.

The County may use the proceeds of its debt for the purpose of funding County Projects, paying capitalized interest (if any), and paying the cost of issuing its debt. The County acknowledges that it is solely responsible for the payment of its debt, including any and all costs, interest, and fees associated therewith.

(b) The County's debt shall be paid first from the proceeds of its portion of the TSPLOST. In the event that there are insufficient TSPLOST collections to pay the debt from its portion of the proceeds, the County shall pay any shortfall attributable to the debt from its general fund (the "Debt Service Payments"). The County covenants that, in order to make the Debt Service Payments when due from its general funds to the extent required, it will exercise its power of taxation to the extent necessary to timely pay any amounts required to be paid hereunder and it will make available and use for such payments all taxes levied and collected for that purpose together with funds from any other source. The County further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to timely satisfy such Debt Service Payments that may be required to be made from the general funds, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the County to make any payments that may be required to be made from its general funds shall constitute a general obligation of the County and a pledge of full faith and credit of the County to provide the funds required to timely fulfill any such obligation.

(c) In the event for any reason such provision or appropriation is not made as provided in the preceding paragraphs, then the fiscal officer of the County is hereby authorized and directed to set up as an appropriation on its accounts in the appropriate fiscal year the amounts required to timely pay the obligations which may be due from the general funds. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the County had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal office of the County shall immediately make such Debt Service Payments to the paying agent for the debt if for any reason the payment of such obligations shall not otherwise have been timely made.

(e) The obligation of the County to make Debt Service Payments and to perform and observe the other agreements on its part contained in this Section 11 shall be absolute and unconditional. Until such time as the principal of and interest on the debt shall have been

paid in full or provision for the payment thereof shall have been made, the County (a) will not suspend or discontinue any payments provided for herein, (b) will perform and observe all of its other agreements contained in this Agreement, and (c) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, failure to complete any Project, a defect in any Project, or any failure of any other party to this Agreement to observe, whether express or implied, any duty, liability or obligation arising out of or connected with this Agreement.

(f) The County will be responsible for all facets of the debt issuance and repayment process. The County will select the underwriter, bond counsel, local counsel, etc. The County will endeavor in good faith to be fiscally responsible in minimizing to the extent possible the costs and fees with the debt issuance process.

Section 12. Expenses. The County shall administer the County TSPLOST Fund to effectuate the terms of this Agreement. Furthermore, the County and the Municipalities shall be jointly responsible on a pro rata basis for the cost of holding the TSPLOST election. The County shall be reimbursed for the Municipalities' share of such costs.

Section 13. Default. The failure of any party to perform its obligations under this Agreement shall constitute an event of default.

Section 14. Liability for Noncompliance. The County and the Municipalities shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations. In the event that any Municipality fails to comply with the requirements of the Act (O.C.G.A. § 48-8-260 et seq.), the County shall not be held liable for such noncompliance. No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to, or waiver of, any future breach of the same.

Section 15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 16. Governing Law. This Agreement and all transactions contemplated hereby shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

Section 17. Severability. Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

Section 18. Entire Agreement. This Agreement embodies and sets forth all the provisions and understandings between the parties relative to the Projects. There are no provisions, agreements, understandings, representations, or inducements, either oral or written, between the

parties other than those hereinabove set forth. Any and all prior provisions, agreements, contracts or understandings, either oral or written, between the parties relative to the Projects are hereby rescinded and superseded by this Agreement.

Section 19. Amendments. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Municipalities.

Section 20. Notices. All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand to the addresses indicated below:

- (a) Douglas County Board of Commissioners
Attention: County Administrator
8700 Hospital Drive
Douglasville, GA 30134
- (b) City of Douglasville
Attention: City Manager
6695 Church Street
Douglasville, GA 30134
- (c) City of Austell
Attention: Mayor
5000 Austell-Powder Springs Road
Suite 220
Austell, GA 30106
- (d) City of Villa Rica
Attention: City Manager
571 W. Bankhead Hwy
Villa Rica, GA 30180

IN WITNESS WHEREOF, all parties hereto agree.

SIGNATURES ON FOLLOWING PAGE

DOUGLAS COUNTY, GEORGIA

(COUNTY SEAL)

By: _____
Romona Jackson-Jones, Board of
Commissioners Chair

Attest:

Lisa Watson, Clerk

Date

CITY OF DOUGLASVILLE

(CITY SEAL)

By: _____
Mayor

Attest:

City Clerk

Date

CITY OF AUSTELL

(CITY SEAL)

By: _____
Mayor

Attest:

City Clerk

Date

CITY OF VILLA RICA

(CITY SEAL)

By: _____
Mayor

Attest:

City Clerk

Date

EXHIBIT “A”

TSPLOST proceeds, to the extent available, shall be allocated to the Purposes and Projects shown in the table below. The projects are all of equal priority and may be funded in any order, in the discretion of the responsible party. For joint City-County projects (identified below), the parties shall cooperate in good faith to decide on funding and construction priority. After all Projects are fully funded, any excess TSPLOST proceeds shall be allocated as provided by O.C.G.A. § 48-8-269.5.

Douglas County T-SPLOST Project List - 2026	
Projects	Description
Resurfacing (100+ Miles)	Annual Resurfacing of various County Roadway. Projected to pave over 100 miles through this program. (\$5M to purchase equipment and perform in house paving)
Dirt Roads (10+ Miles)	Paving over 10 miles of dirt roads.
Chapel Hill Widening from Dorsett Shoals to W. Chapel Hill Road	This project involves adding two additional travel lanes, a center turn lane and sidewalks on each end.
Chapel Hill Road - SR 166 - W. Chapel Hill Rd	Widening Roadway to three or four lanes with sidewalks on each side.
Kings Highway - Central Church Road to Bill Arp - Operation Improvements	Intersection improvements and operational effectiveness improvements.
Bright Star Road @ Douglas Blvd - Through Lanes Widening	Addition to through lanes to enhance capacity of the intersection.
Chapel Hill Widening from Dorsett Shoals to Stewart Mill Road	A joint partnership with the city. This project involves adding one general-purpose lane in each direction along Chapel Hill Road between Stewart Mill Road and Dorsett Shoals Road and adding pedestrian accommodations.
Chapel Hill Interchange Improvements	Addition of Turn lanes on Hospital Dr, realignment of ramps for safety and additional lanes between interchange and Arbor Place Pkwy.
Lee Road Extension	Extending Lee Road corridor from Fairburn to Bomar Rd & adding roundabout on Pope Road
Lee Road Phase I	Widening Roadway from US 78 to Vulcan Dr, and adding sidewalk and multi use trails along roadway.
CHC Trail	Multi-Use Trail from Boundary Waters Park to Sweetwater Creek State Park
Riverside Pkwy Multi modal	Addition of Sidewalks and trails to connect subdivisions with the elem. School offering safe routes to school.
DOT Grants	Technology and safety (& other) Grants Local Match
Modernize Traffic Signals & Signage Improvements	Upgrading Signal Control Technology for robust signal management across the county. Improving Signage outlook across the County
Intersection Improvements	
Mt Vernon Rd @ Sky View Dr. Turn Lanes	Addition of turn lanes
S. Sweetwater Rd @ Mt Vernon Road - Roundabout	Proposed Roundabout
SR 166 @ Fairplay Turn Lane WB	Addition of turn lanes
Riverside Pkwy @ Old Lower River Road	Addition of turn lanes
Sidewalks Connectivity Program	Various Sidewalk Projects Across the County
Street & Ped Safety Program - Traffic Calming Projects	County is developing a safety action plan in partnership with USDOT and recommended improvements will be made through this allocation.
Dial a Ride/Micro transit - Connect Douglas	Over 6 years
TOTAL DOUGLAS COUNTY PROJECTS	\$113,360,000.00

City of Douglasville			
City of Douglasville Total			\$

City of Austell	Installation of crosswalk(s) across VMH	Pedestrian safety	\$300,000
	Sidewalks and streetscapes (Line Street from Bowden to VMH)	Pedestrian safety	\$50,000
	Trail connectivity and expansion (Suggs Park)	Trail access and connectivity	\$300,000
	Resurfacing and sidewalks: • Pine Street (from Line St. to Lake St.) • Lake Street (from Hotel St. to Oliver St.) • Thompson Street (from Pine St. to Oliver St.)	Pedestrian and vehicular transportation safety	\$160,000
City of Austell Total			\$810,000.00

City of Villa Rica	Resurfacing	38%	\$3,075,392
	Streetlights	2%	\$ 162,257
	Storm Drainage	3%	\$ 262,474
	Sidewalks	5%	\$ 400,559
	Multi-Use Path	51%	\$4,104,142
	Guardrail	1%	\$ 59,176
City of Villa Rica Total		<u>100%</u>	<u>\$8,064,000</u>

EXHIBIT “B”

NOTICE OF ELECTION

TO THE QUALIFIED VOTERS OF DOUGLAS COUNTY, GEORGIA:

NOTICE IS HEREBY GIVEN that on the 3rd day of November, 2026, an election will be held at the regular polling places in all the election districts of Douglas County, Georgia (“Douglas County”), at which time there will be submitted to the qualified voters of Douglas County for their determination the question of whether a special one percent (1%) sales and use tax be imposed in the special district of Douglas County for a period of time not to exceed six (6) years and for the raising of not more than an estimated amount of \$160,000,000.00 for transportation purposes. If the imposition of the tax is approved by the voters, such vote shall also constitute an approval of the issuance of general obligation debt of Douglas County repayable from the TSPLOST in an aggregate principal amount of up to \$80,000,000 (the “Debt”).

The proceeds of such TSPLOST are to be used to finance the projects and purposes described in Exhibit A attached to the Resolution Calling For an Election to Impose a Special District Mass Transportation Sales Tax, adopted on June 2, 2026 including repayment of any debt or other obligations associated with any of said projects and purposes, and to pay the general obligation debt that may be issued in conjunction with the TSPLOST as described below.

The Debt may be issued by Douglas County in one or more separate issuances or series. A portion of the proceeds of the TSPLOST will be used for repayment of the Debt (and interest thereon), if issued, and the portion of the proceeds of the TSPLOST not used for the repayment of the Debt (and interest thereon) will be used to pay costs of Projects and Purposes not funded with the Debt. The maximum interest rate or rates which such Debt is to bear is seven percent (7%) per annum. The Debt would be repayable during the period of receipt of the TSPLOST or within three months after the last scheduled receipt. The debt service on the Debt would not exceed \$14,635,000 in any year.

Voters desiring to vote for the imposition of the TSPLOST shall do so by voting “YES” and voters desiring to vote against the imposition of the TSPLOST shall do so by voting “NO”, as to the question propounded, to wit:

“Shall a special one percent (1%) sales and use tax be imposed in the special district of Douglas County for a period of time not to exceed six years and for the raising of not more than an estimated amount of \$160,000,000.00 for transportation purposes?”

If the imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of Douglas County, in the principal amount of up to \$80,000,000 for the above purposes.”

The several places for holding the election shall be in the regular and established precincts of Douglas County, and the polls will be open from 7:00 a.m. to 7:00 p.m. on November 3, 2026, the date fixed for the election. Advance voting will be conducted in accordance with law. Those

qualified to vote at the election shall be determined in all respects in accordance and in conformity with the Constitution and statutes of the United States of America and of the State of Georgia.

The last day to register to vote in this election is October 5, 2026 through 5:00 p.m.

Any brochures, listings or other advertisements heretofore or hereafter issued by the Board of Commissioners of Douglas County, Georgia (the "Board of Commissioners") or by any other person, firm, corporation or association with the knowledge and consent of the Board of Commissioners shall be deemed to be a statement of intention of the Board of Commissioners concerning the use of the proceeds of the Debt and such statement of intention shall be binding upon the Board of Commissioners with respect to the expenditure of the proceeds of such Debt or interest received from the investment of the proceeds of such Debt, to the extent provided in Section 36-82-1(d) of the Official Code of Georgia Annotated.

Those residents of Douglas County qualified to vote at said election shall be determined in all respects in accordance with the election laws of the State of Georgia.

**BOARD OF ELECTIONS AND
REGISTRATION OF DOUGLAS
COUNTY**



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Assume maintenance responsibility for the weather sirens located within the City of Villa Rica from Carroll County.

AGENDA DATE: June 9, 2026

DATE PREPARED: May 27, 2026

PREPARED BY: Jennifer Hallman, Interim City Manager/CFO

AMOUNT: \$3,600

FUNDING SOURCE: General Fund

PURPOSE: As of July 1st, 2026, the Carroll County Sheriffs Office of Emergency Management will no longer be servicing weather sirens. The following sirens are in our area, and they have asked if the City would like to assume responsibility for them.

- 1202 VR @ First Baptist Church
- 1203 VR Police Department
- 1204 VR @ Hilltop Water Tank on Hwy 61
- 1201 VR 101 @ Paradise Lake Rd

The monthly fee for each siren is \$75/month to Metropolitan Communications for a total annual cost of \$3,600. The fee covers:

- Two site surveys a year and preventative maintenance (i.e. voltage checks, etc.)
- Labor for installing the needed parts but DOES NOT cover the cost of the parts.
- They will send you a list of any issues that need to be corrected before completing the repairs, so the City can decide how to address the problem.

The City would be responsible for the power bill as well. They stated these units only use power when they are turned on; therefore the power bill should be nominal.

The Carroll County Sheriffs Office of Emergency Management will be responsible for the monthly testing of these sirens, which is conducted on the first Wednesday of each month, weather permitting.

STAFF RECOMMENDATION: Staff recommends approval to assume maintenance responsibility for the weather sirens located within the City of Villa Rica from Carroll County.

MOTION: I move to assume maintenance responsibility for the weather sirens located within the City of Villa Rica from Carroll County.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

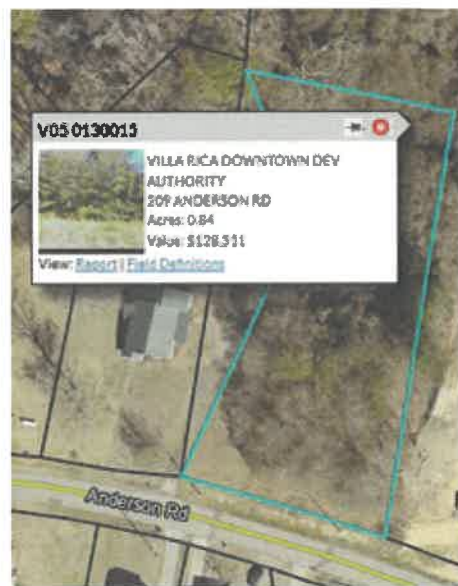
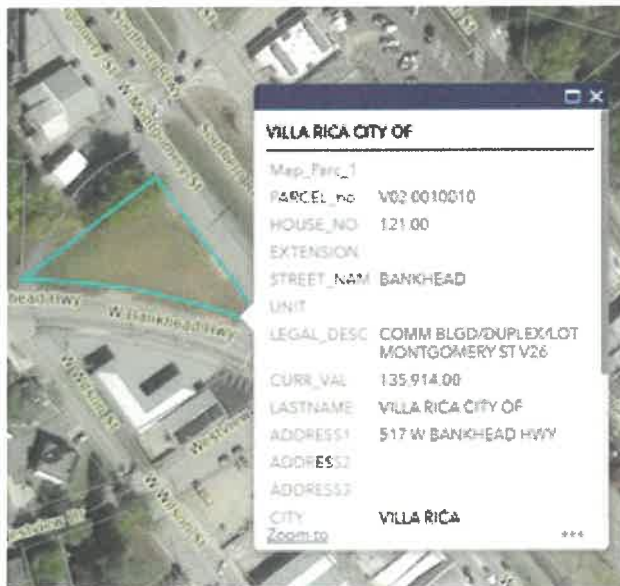
SUBJECT: Approve the resolution calling for the exchange of City of Villa Rica property (V02 0010010) for Downtown Development Authority property (V05 0130015).

AGENDA DATE: June 9, 2026

DATE PREPARED: May 27, 2026

PREPARED BY: Jennifer Hallman, Interim City Manager/CFO

PURPOSE: To maximize the use of both properties, the City will exchange the Butterball property (V02 0010010) for Downtown Development Authority property (V05 0130015). The City will use the land for the construction of “Shirley Marchman Park,” while the DDA will utilize the “Butterball” property to revitalize and redevelop the City’s central business district.



STAFF RECOMMENDATION: Staff recommends the exchange of property.

MOTION: I move to approve the resolution calling for the exchange of City of Villa Rica property (V02 0010010) for Downtown Development Authority property (V05 0130015).

**RESOLUTION APPROVING THE TRANSFER OF PROPERTY TO THE VILLA RICA
DOWNTOWN DEVELOPMENT AUTHORITY IN EXCHANGE FOR PROPERTY
FROM THE VILLA RICA DOWNTOWN DEVELOPMENT AUTHORITY FOR THE
CONSTRUCTION OF A PUBLIC PARK**

WHEREAS, the **City of Villa Rica** (the “City”) does desire to transfer ownership of the property formerly known as the Butterballs Property containing approximately 0.71 acres and located at 121 West Bankhead Highway, Villa Rica, Georgia being labeled as Tract I on the drawing attached hereto as **Exhibit “A”** (the “Butterballs Property”) to the **Villa Rica Downtown Development Authority** (the “Authority”) in exchange for property containing approximately 0.84 acres and located at 209 Anderson Road, Villa Rica, Georgia being labeled as Tract A-2 on the drawing attached hereto as **Exhibit “B”** (the “Park Property”) for the construction of a public park; and

WHEREAS, the City desires to acquire the Park Property for the purpose of constructing a public park on the Park Property and thereby improving the health, welfare, and benefit of its citizens; and

WHEREAS, the Authority desires to acquire the Butterballs Property from the City for use in revitalizing and redeveloping Villa Rica’s central business district; and

WHEREAS, the City and the Authority will benefit by the exchange, such that the City obtains title to the Park Property in order to construct a public park for use by the citizens and the Authority obtains title to the Butterballs Property in order to revitalize and redevelop Villa Rica’s central business district; and

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, as follows:

Section 1. The City hereby authorizes the transfer of the Butterballs Property to the Authority in exchange for the transfer by the Authority of the Park Property to the City.

Section 2. The City authorizes the Mayor or Mayor Pro Tem to execute any and all documents and to take such further actions and do all things as may be necessary or advisable, in the judgment of the Mayor or Mayor Pro Tem, to convey said Butterballs Property to the Authority and otherwise to perform all acts necessary to accomplish the intent of this Resolution.

SO RESOLVED, this _____ of June, 2026.

THE CITY OF VILLA RICA, GEORGIA

By: _____
Leslie McPherson, Mayor

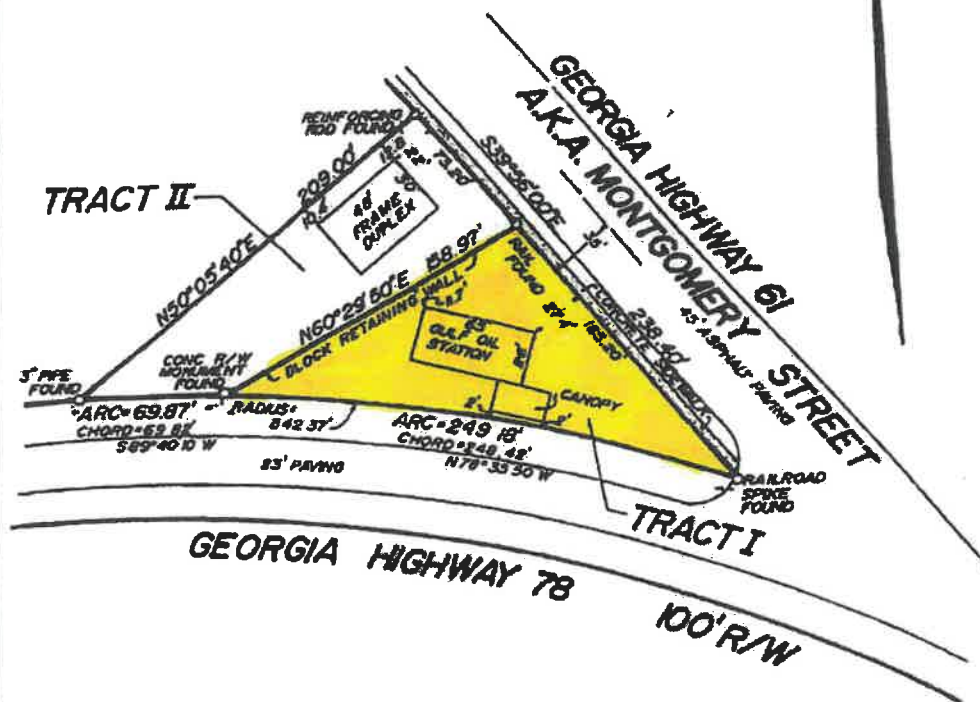
Attest: _____ (SEAL)
Theresa Campbell, Clerk

EXHIBIT “A”

250

13/230

AREA-
TRACT I - 0.262 ACRES
TRACT II - 0.237 ACRES



SURVEY FOR
CELESTINE W. HOBBS

LOCATED IN
LAND LOT 161
CITY OF VILLA RICA
GEORGIA

SIXTH DISTRICT
CARROLL COUNTY,

DATE - JULY 25, 1973

SCALE - 1" = 50'

LEGEND
S.L. = LAND LOT
S.W. = WEST OF W.L.
A. = DELTA
C.L. = CENTER LINE
C.L. = CENTER LINE
C.L. = CENTER LINE
C.L. = CENTER LINE

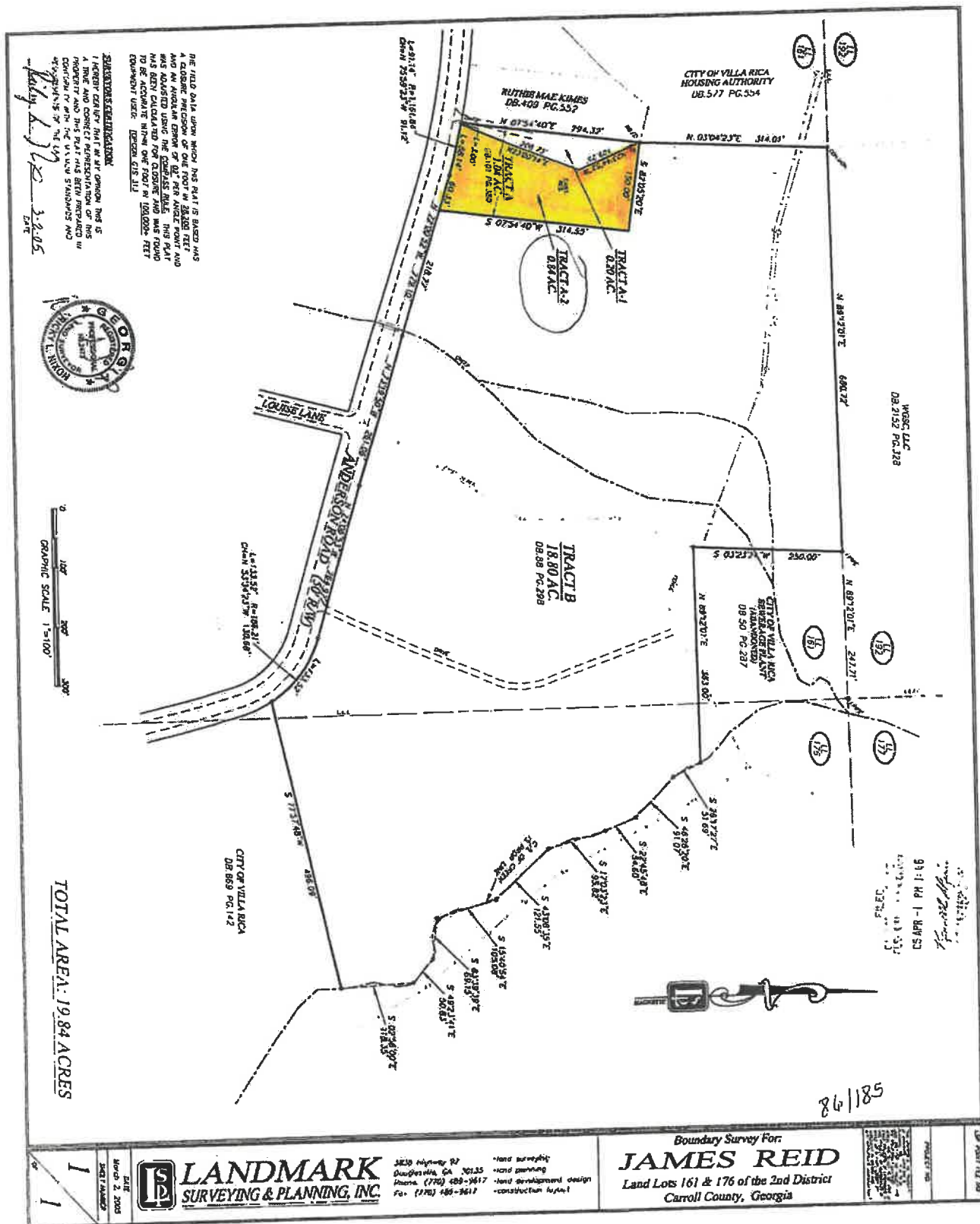
G. W. CRUSSELLE
REGISTERED LAND SURVEYOR
PO BOX 120700, GEORGIA
PHONE 204-061 2043
FIDELITY 73-1326 CA



PROVISION -
1 FOOT IN 10,000 FEET
IN THE SURVEY. THIS IS A CORRECT
REPRESENTATION OF THE LAND PLAT-
TED AND HAS BEEN PREPARED IN
CONFORMANCE WITH THE SURVEYING
STANDARD AND REQUIREMENTS OF
THE SURVEYING BOARD OF GEORGIA

Filed July 27, 1973 Kenneth Stearns, Clerk S.C.

EXHIBIT “B”



CITY COUNCIL
LESLIE MCPHERSON, MAYOR
STEPHANIE WARMOTH MAYOR PRO TEM
SHIRLEY MARCHMAN
MATTHEW MOMTAHAN
TYLER L. BARR
DOMINIQUE CONTEH

City of Villa Rica

INTERIM CITY MGR: JENNIFER HALLMAN
CITY CLERK: THERESA CAMPBELL
CITY ATTORNEY: NICOLE SMITH

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



MAYOR & COUNCIL WORK SESSION MINUTES

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
May 5, 2026 | 10:00 AM

Meeting Call to Order (Mayor Leslie McPherson)

Present: Mayor Leslie McPherson, Mayor Pro Tem Stephanie Warmoth, Councilwoman Shirley Marchman, Councilman Matthew Momtahan, Councilman Tyler L. Barr, and Councilwoman Dominique Conteh

A. Governing Body:

1. 5 Year of Service Recognition – Jennifer Hallman, Interim City Manager
2. Proclamation- National Public Works Week May 17-23, 2026
3. Proclamation- Municipal Clerks Week May 3-9, 2026
4. Proclamation- National Small Business Week May 3-9, 2026
5. Georgia Association of Water Professionals Award Presentation

B. Legal:

1. Resolution Authorizing Participation in Amicus Brief in Chang vs City of Milton on Remand

Completed the Consent Agenda:

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

1. Final Plat Approval: Robbie Bishop Parkway

2. Addition of Juneteenth (June 19) as a City Paid Holiday
3. 2026 Community Development Grant Application- Cilla Rica Lions Club for an upcoming fundraising concert to be held at The Mill Amphitheater on Saturday, October 3, 2026
4. Thomas A. Dorsey Festival Concert @ The Mill
5. Local Drought Response Ordinance

C. Executive Session:

Councilwoman Shirley Marchman moved to enter into Executive Session for the purpose 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 employee or in which the agency or any officer or employee may be directly involved at 11:05 AM.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Shirley Marchman, Councilwoman
SECONDER: Matthew Momtahan, Councilman
AYES: Marchman, Momtahan, Warmoth, Barr, Conteh

Councilwoman Shirley Marchman moved to return to Work Session at 2:02 PM

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Shirley Marchman (Councilwoman)
SECONDER: Matthew Momtahan, Councilman
AYES: Marchman, Momtahan, Warmoth, Barr, Conteh

No action taken

Mayor Pro Tem, Stephanie Warmoth

City Clerk Theresa Campbell

CITY COUNCIL
LESLIE MCPHERSON, MAYOR
STEPHANIE WARMOTH MAYOR PRO TEM
SHIRLEY MARCHMAN
MATTHEW MONTAHAN
TYLER L. BARR
DOMINIQUE CONTEH

City of Villa Rica

INTERIM CITY MGR: JENNIFER HALLMAN
CITY CLERK: THERESA CAMPBELL
CITY ATTORNEY: NICOLE SMITH

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CITY COUNCIL MEETING MINUTES

Holt-Bishop Justice Center, 101 Main Street
Tuesday, May 12, 2026 | 6:00 pm

Meeting Call to Order (Mayor Leslie McPherson)

Mayor Leslie McPherson called the meeting to order

Present: Mayor Leslie McPherson, Councilwoman Shirley Marchman, Councilman Matthew Momtahan, Councilwoman Stephanie Warmoth, Councilman Tyler L. Barr and Councilwoman Dominique Conteh

Invocation was led by Carroll County Commissioner, Clint Chance

Pledge of Allegiance was led by Ofc. Debra Williams, VRPD

Ceremonial Presentations

- Cities Week Coloring Contest Winner, Lena Price
- Proclamation- National Police Week May 11-16, 2026
- Proclamation -Recognizing Villa Rica Small Business, Café Bloom
- Certificate of Appreciation- Carroll County BOC
- Georgia Association of Water Professionals Award Presentation

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.)

Pam Whyte- mentioned incident from March 12, 2026 Council meeting. She mentioned the subject involved, sent her a message on Facebook and Ms. Whyte reported the message to the police. She believes she has followed the rules, and the police are not investigating her claim. She mentioned selective law enforcement should not be allowed, no matter if the subject involved is the mayor's daughter.

Amy McCoy- read from a prepared statement about feces in the streams and an open shaft that caused her medical damage.

Jackie Childress- mentioned she is apologizing for some statements she made on Facebook that were not true and asked for forgiveness, from Councilwoman Warmoth.

Council Updates (Subjects of General Interest and Concern)

Councilman Barr rescheduled his townhall meeting for May 28, 2028 from 6-7 pm at the Mirror Lake Golf Club, all residents are invited. He recognized John Bain and his team for their handling of a flooded street inside Mirror Lake subdivision. He mentioned his son who attended the meeting.

Councilwoman Conteh thanked Mark Teal for repairing the traffic signal at I-20 WB and Liberty Road. She mentioned her next town hall will be in June, and more information will be out soon. She is also working with district 4 Douglas County Commissioner on getting sidewalks in ward 5.

Councilman Momtahan reminded everyone of early voting at Powell Park this week.

Councilwoman Warmoth offered grace and compassion and understands we all fall short. She mentioned the Council is here to serve the people, but the citizens need to let them know about the issues, as they cannot be everywhere all the time. She has been trying to help revitalize downtown but nothing happens quickly in government.

Mayor McPherson addressed a public comment about the incident involving her daughter. She mentioned it was investigated; she personally did an open records request for the video footage and the incident did not happen. She mentioned the wonderful business forum where 60 plus people attended. She mentioned she attended the Carroll County Chamber of Commerce awards luncheon on May 2 and Caliber 1 received the award for business of the year, Richard Davis received small businessperson of the year, Acra Printing received business of the month. She mentioned the Veterans Memorial Dedication on Friday May 16 at 10 am, and a letter she received from Brian Jack explaining how local Congressmen can help citizens with certain issues.

Adoption of the Agenda (Mayor Leslie McPherson)

Councilwoman Stephanie Warmoth asked to amend the agenda to add item K2. Los Cowboys Mexican Restaurant 2026 License Agreement Councilman Matthew Momtahan moved to approve the agenda as amended.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Matthew Momtahan, Councilman
SECONDER:	Tyler Barr, Councilman
AYES:	Momtahan, Marchman, Warmoth, Barr, Conteh

Consent Agenda (Mayor Leslie McPherson)

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

1. Final Plat Approval: Robbie Bisop Parkway
2. Addition of Juneteenth (June 19) as a City Paid Holiday
3. 2026 Community Development Grant Application- Villa Rica Lions Club for an upcoming fundraising concert to be held at The Mill Amphitheater on Saturday, October 3, 2026
4. Resolution for Road Dedication & Acceptance of Robbie Bishop Parkway as a Public Street
5. Local Drought Response Ordinance

Councilman Matthew Momtahan moved to approve the Consent Agenda as presented.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Matthew Momtahan, Councilman
SECONDER:	Tyler Barr, Councilman
AYES:	Momtahan, Marchman, Warmoth, Barr, Conteh

A. Governing Body (Mayor Leslie McPherson)

1. Resolution- Renaming Fortune Parkway

Councilman Matthew Momtahan moved to approve the Resolution as presented.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Matthew Momtahan, Councilman
SECONDER:	Tyler Barr, Councilman
AYES:	Momtahan, Marchman, Warmoth, Barr, Conteh

2. Approval of Minutes from April 7, 2026, Work Session and April 14, 2026, City Council Meeting Minutes

Councilwoman Stephanie Warmoth moved to approve the April 7, 2026, Work Session and April 14, 2026, Meeting Minutes as presented

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Stephanie Warmoth, Councilwoman
SECONDER:	Dominique Conteh, Councilwoman
AYES:	Momtahan, Marchman, Warmoth, Barr, Conteh

B. Legal (Nicole Smith, City Attorney)

1. Resolution Authorizing Participation in Amicus Brief in Chang vs City of Milton on Remand

Councilwoman Dominique Conteh moved to approve the Resolution authorizing Villa Rica's participation in an amicus brief in the Chang v. City of Milton on remand

RESULT:	ADOPTED
MOVER:	Dominique Conteh, Councilwoman
SECONDER:	Stephanie Warmoth, Councilwoman
AYES:	Marchman, Warmoth, Barr, Conteh
ABSTAIN:	Momtahan

C. Finance (Interim Finance Director, Amanda Long)

1. Financial Update March 2026

Interim Finance Director Amanda Long provided an update via PowerPoint Presentations

D. City Manager (Interim City Manager, Jennifer Hallman)

1. Modification of GEFA Loan No. DW2020024

Councilwoman Stephanie Warmoth moved to approve the resolution allowing the Mayor and/or her designee(s) to execute modification #4 to the promissory note and loan agreement for Loan No. DW2020024 with the Georgia Environmental Finance Authority.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Stephanie Warmoth, Councilwoman
SECONDER:	Tyler Barr, Councilman
AYES:	Momtahan, Marchman, Warmoth, Barr, Conteh

2. 2026 License Agreement with Los Cowboys Mexican Restaurant

Councilwoman Dominique Conteh moved to approve the 2026 License Agreements with Los Cowboys Mexican Restaurant to provide the sale of beer, wine and alcohol at the five events listed that Villa Rica Main Street will be hosting at The MILL amphitheater.

RESULT:	ADOPTED
MOVER:	Dominique Conteh, Councilwoman
SECONDER:	Stephanie Warmoth, Councilwoman
AYES:	Momtahan, Warmoth, Barr, Conteh
NAYS:	Marchman

E. Executive Session (Nicole Smith, City Attorney)

Councilman Matthew Momtahan moved to enter Executive Session 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) 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 employee or in which the agency or any officer or employee may be directly involved at 7:21 PM

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Matthew Momtahan, Councilman
SECONDER: Dominique Conteh, Councilwoman
AYES: Momtahan, Marchman, Warmoth, Barr, Conteh

Councilman Tyler Barr moved to return to Regular Session at 8:56 PM.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Tyler Barr, Councilman
SECONDER: Dominique Conteh, Councilwoman
AYES: Momtahan, Marchman, Warmoth, Barr, Conteh

Councilman Matthew Momtahan moved to approve Approved Resolution to exercise the City's power of eminent domain on parcel numbers V050150047, V050150051, V050150053, V050170003, V050150057, V050150078, V050150044, V050150045, V050150059

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Matthew Momtahan, Councilman
SECONDER: Tyler Barr, Councilman
AYES: Momtahan, Marchman, Warmoth, Barr, Conteh

Adjournment (Mayor Leslie McPherson)

Councilwoman Shirley Marchman moved to adjourn the meeting and was seconded by Councilman Matthew Momtahan and the vote was unanimous. Mayor Leslie McPherson adjourned the meeting.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Shirley Marchman Councilwoman
SECONDER: Matthew Momtahan, Councilman
AYES: Momtahan, Marchman, Warmoth, Barr, Conteh

Mayor Leslie McPherson

City Clerk Theresa Campbell



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Purchase of 2026 Ford Escape
AGENDA DATE:

DATE PREPARED: May 26, 2026
PREPARED BY: Chief M. Mansour

AMOUNT: \$29,588.00
GL ACCOUNT #:
FUNDING SOURCE: School Zone Camera Revenue
BUDGETED ITEM? No
PUBLIC HEARING: No

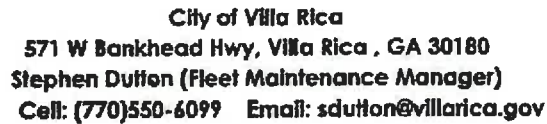
PURPOSE: Purchase a new 2026 Ford Escape.

BACKGROUND: This will be for an Administrative Sergeant to drive to and from work and use while on duty. The model purchased is typically a Ford Escape (small SUV). The Escape has proven to be dependable, economical for gas mileage and practical for gears and tools necessary for the Administrative Sergeant.

STAFF RECOMMENDATION: We received four quotes from different Ford dealerships for the purchase of a new 2026 Ford Escape. After reviewing the proposals and evaluating the available options, we recommend that the City of Villa Rica proceed with the purchase from Don Rich Ford. Their quote includes the features and specifications that best align with our goals.

IMPACT: This vehicle needs to be purchased to replace a 2012 Ford Escape current mileage (107,000) with a skipping transmission. This will prevent maintenance costs that are common with high mileage vehicles. The Ford Escape has proven to be an excellent vehicle for administrative staff.

MOTION: I move to allow the City of Villa Rica to purchase a new 2026 Ford Escape from Don Rich Ford.



Quote Good Till July 5th 2026 (for unit sells)
Unit is in stock

Standard Warranty Info . 3yrs
Years 36,000
Miles

City of Villa Rica
Attn: Purchasing Director
571 W. Bankhead Hwy
Villa Rica, GA 30180

ESCAPE

2025 ACTIVE FWD
1.5L ECOBOOST W/START-STOP
8-SPD AUTO TRANSMISSION

EXTERIOR
OXFORD WHITE
Interior
SPACE GRAY CLOTH BUCKET
SEATS

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
ACTIVE GRILLE SHUTTERS
DOOR HANDLES - BODY
COLOR
DUAL EXHAUST CHROME
TIPS
EASY FUEL® CAPLESS
FILLER
HEADLAMP COURTESY
DELAY
HEADLAMPS - AUTO LED
PRIVACY GLASS - REAR
DOORS
REAR INT
WIPER/WASH/DFRST
REAR SPOILER
TAILLAMPS-LED
TIRE INFLATOR/SEALANT KIT
INTERIOR
DUAL VISOR VANITY
MIRRORS
DUAL ZONE AUTO CLIMATE
CTL
ILLUMINATED ENTRY
SYSTEM
MAP POCKETS-PASSENGER
POWERPOINTS-12V, USB A &
C
REAR SEAT CUPHOLDERS
AND ARMREST
ROTARY GEAR SHIFT DIAL
STEERING:TLT/TELESCOPE,
CRUISE & AUDIO CONTROLS
FUNCTIONAL
4G MODEM
BLIS W/CROSS-TRAFFIC
ALERT
ELECTRIC PARKING BRAKE
FORD APP
INTELLIGENT ACCESS
W/PUSH
BUTTON START
REFRESH95
SIRIUSXM® W/360L-NA
AK&HI

SAFETY/SECURITY
ADVANCETRAC WITH RSC®
AIRBAG - DRIVER KNEE
AIRBAGS - DUAL STAGE
FRONT
AIRBAGS - FRONT SEAT
MOUNTED SIDE IMPACT
AIRBAGS - SAFETY
CANOPY®
LATCH CHILD SAFETY
SYSTEM
PERSONAL SAFETY SYSTEM
SECURILOCK® ANTI-THEFT
SYS
SOS POST-CRASH ALERT
SYS
TIRE PRESSURE MONIT SYS
WARRANTY
3YR/36,000 BUMPER /
BUMPER
5YR/60,000 POWERTRAIN
5YR/60,000 ROADSIDE
ASSIST

PRICE INFORMATION BASE PRICE \$

2025 MODEL YEAR
OXFORD WHITE
SPACE GRAY UNIQUE CLOTH
STS
1.5L ECOBOOST W/START-STOP
8-SPD AUTO TRANSMISSION
225/65R17 102H A/S BSW TIRES
POWER LIFTGATE 495.00
MINI SPARE WHEEL/TIRE 345.00
17" SHOW SLVR-PNTD ALUM
WHEELS

TOTAL VEHICLE &
OPTIONS

TOTAL MSRP \$ 32685.00

Disclaimer: Option pricing will be blank for
any item that is priced as 0 or "No Charge".



Estimated
Annual Fuel
Cost: \$1,650

CITY MPG
27
HIGHWAY
MPG
34

Vehicle Engine Information

Actual mileage will vary with options, driving conditions, driving habits
and vehicle's condition. Results reported to EPA indicate that the majority
of vehicles with these estimates will achieve between and mpg in the
city and between and mpg on the highway.
For Comparison Shopping all vehicles classified as have been issued
mileage ratings from to mpg city and to mpg highway.



Ford Extended Service Plan is the ONLY service contract backed by Ford and
honored by the Ford and Lincoln dealers. Ask your dealer for prices and
additional details or see our website at www.Ford-ESP.com.

Cancel



Date Tuesday, May 26, 2026
 State Contract
 Account Manager Loretta Howard
 Direct Number 404.274.5524
 Customer CITY OF VILLA RICA
 Contact STEVE DUTTON
 Phone 770.550.6099
 Email sdutton@villarica.gov

VEHICLE		TRADE	
Vehicle	2026 FORD ESCAPE	Vehicle	
Color	CARB GRAY	Vin	
Stock #	A2819	Miles	
PRICING		Actual Value	
Vehicle Price	\$31,845.00	Tires -	-
Stock Fee	\$0.00	Mileage adjustment	-
Tag/Registration Fee	\$0.00	Mechanical repairs	-
DOC	\$0.00	Brakes	-
Vehicle Selling Price	\$31,845.00	Scratches / Paint	-
Total Upfit	\$0.00	Body Damage / Dents	-
Customer Rebates / GPC	- \$3,600.00	Extra Allowance	+
Difference	\$28,245.00	Allowance	\$0
Taxes 7%	+ \$0.00	FLEET TAIL	
Trade Payoff	+ \$0.00	Name	
Maintenance Plan 7 / 100	+ \$0.00	Address	
Service Plan 7 / 100	+ \$0.00	Phone	
Shipping Fee	+ \$0.00	Email	
Balance Due (estimate)	\$28,245.00		
Total Quantity	1		
Order Total	\$28,245.00		
Notes			
<i>This sales order does not guarantee availability. A purchase order is required to guarantee availability.</i> To take advantage of the significant discounts and price concessions offered, we strongly recommend securing your purchase within the next 5 business days. Pricing is subject to change and availability cannot be guaranteed beyond this timeframe.			

X
 Buyer _____ Date _____

Loretta Howard
 Account Manager 5/26/2026



**ALLAN VIGIL FORD
LINCOLN**
EQUAL OPPORTUNITY EMPLOYER

6790 MT. ZION BLVD.
MORROW, GA 30260
(678) 364-3673

NEW CAR QUOTE - FLEET
COME VISIT OUR DEALERSHIP ON THE INTERNET
www.vigilford.com

DATE 05-26-2026

SOLD TO: • VILLIA RICA POLICE DEPARTMENT
ADDRESS: • 106 TEMPLE STREET
• VILLA RICA, GA. 30180 ATT: S. DUTTON

SALESMAN
CRISS HUDSON 05-26-26

CUST. NO.	STOCK NO.	YEAR-MAKE	MODEL	MOTOR NO.	ODOMETER MILEAGE
	TUA15818	2026 FORD	ESCAPE FWD	1FMCU0GN9TUA15818	
				KEY NO.	

2026 FORD ESCAPE FWD ACTIVE
CARBONIZED GRAY METALLIC
EBONY UNIQUE CLOTH SEATS
1.5L ECOBOOST W/START-STOP
8-SPEED AUTO TRANSMISSION
POWER LIFTGATE
MINI SPARE WHEEL/TIRE
17" SHDW SILV-PNTD ALUM WHEELS
1FMCU0GN9TUA15818

STATE CONTRACT:
9999-SPD0000218-002

VEHICLE PRICE: \$30,570.00

BASE PRICE (INCL. FRT.)
OPTIONAL EQUIPMENT
TOTAL LIST PRICE
CREDIT MEMO
SELLING PRICE
ADMINISTRATION CHARGE
TITLE & INSPECTION
SALES TAX
SERVICE AGREEMENT
PAY-OFF ON TRADE-IN

TOTAL CASH PRICE \$30,570.00

PRICE SETTLEMENT:

TRADE IN ALLOWANCE
CASH DEPOSIT
CASH ON DELIVERY

DUE SELLER ON CONTRACT

TOTAL SETTLEMENT \$30,570.00

It is understood that legal title to the herein described vehicle does not pass from Allan Vigil Ford Lincoln until any check or bank draft given as payment therefore clears the bank on which it is drawn. No warranty other than Ford Motor Co. unless implied in WRITING.

YR. MODEL	MAKE	SERIES	MOTOR NUMBER	ODOM. MIL.

PURCHASER STATES THAT THERE ARE NO OTHER LIENS ON TRADE-IN OTHER THAN THOSE STATED.

EQUAL OPPORTUNITY EMPLOYER
GEORGIA-CLAYTON COUNTY

The undersigned has this day sold the described vehicle upon the terms and conditions stated to _____
and hereby warrants the title to said vehicle and agrees to defend same against the
claims of all persons whomsoever.

ALLAN VIGIL FORD LINCOLN, INC.

By MICHAEL BROWN

Notary Public, Clayton County, Georgia

CUSTOMER COPY



Prepared by: Desmond Delesline

05/22/2026

Hardy Family Ford | 1255 Charles Hardy Parkway Dallas Georgia | 301571181

2026 Escape 4dr FWD Active (U0G)

Price Level: 620 | Stock No: 168185 | VIN: 1FMCU0GN8TUA18399 | Quote ID: TUA18399

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$30,350.00
Options	\$0.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,495.00
Subtotal	\$31,845.00

Pre-Tax Adjustments

Code	Description	MSRP
FAJ	FLEET ADJUSTMENT	-\$2,821.19
DEL	DELIVERY	\$110.00
Total		\$29,133.81

* Vehicle is exempted from Federal Excise Tax.

Customer Signature

Acceptance Date

LOU-007707

GA

9-NORMAL, 107707, SK301

5939

120251107 7862

TU A18399

TUA18399 NB

032581

759/1164

17KCU0C8B

GUY

VEHICLE DESCRIPTION

ESCAPE FWD

2026 ACTIVE FWD
106.7" WHEELBASE
1.5L ECOBOOST W/START-STOP
8-SPD AUTO TRANSMISSION

EXTERIOR
CARBONIZED GRAY METALLIC
INTERIOR
SPACE GRAY UNIQUE CLOTH STS

TU A18399

EPA Fuel Economy and Environment

Fuel Economy

30 MPG
combined city/hwy

27 city
34 highway

3.3 gallons per 100 miles

You save

\$250
in fuel costs
over 5 years
compared to the
average new vehicle.

Small SUVs range from 14 to 125 MPG.
The best vehicle rates 148 MPG.

Annual fuel cost
\$1,650

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

6 Best
1 Worst

6 Best
1 Worst

This vehicle emits 288 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fuelconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. This average is based on EPA test results. EPA estimates are based on 15,000 miles per year at 55 mph. EPA's is miles per gallon gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov

Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash ★ ★ ★ ★ ★

Side Crash ★ ★ ★ ★ ★

Rollover ★ ★ ★ ★ ★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

TOTAL MSRP \$31,845.00

Scan The QR Code to
get more details about
this vehicle

SK301 N RB 2X 620 007707 10 30 25

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- ACTIVE GRILLE SHUTTERS
 - DOOR HANDLES - BODY COLOR
 - DUAL EXHAUST CHROME TIPS
 - EASY FUEL CAPLESS FILLER
 - HEADLAMP COURTESY DELAY
 - HEADLAMPS - AUTO LED
 - PRIVACY GLASS - REAR DOORS
 - REAR INT WIPER/WASH/OFFSET
 - REAR SPOILER
 - TAILLAMPS-LED
 - TIRE INFLATOR/SEALANT KIT

- FUNCTIONAL**
- 4G MODEM
 - BLIS W/CRUISE-TRAFFIC ALERT
 - ELECTRIC PARKING BRAKE
 - FORD APP
 - INTELLIGENT ACCESS W/PUSH BUTTON START
 - REFRESH86
 - SIRIUSXM® W/360L- NA AK&HI

- SAFETY/SECURITY**
- ADVANCETRAC™ WITH RSC®
 - AIRBAG - DRIVER KNEE
 - AIRBAGS - DUAL STAGE FRONT
 - AIRBAGS - FRONT SEAT
 - MOUNTED SIDE IMPACT
 - AIRBAGS - SAFETY CANOPY®
 - LATCH CHILD SAFETY SYSTEM
 - PERSONAL SAFETY SYSTEM™
 - SECURLOCK® ANTI-THIEF SYS
 - SOS POST-CRASH ALERT SYS™
 - TIRE PRESSURE MONIT SYS

- WARRANTY**
- 5YR/60,000 BUMPER / BUMPER
 - 5YR/60,000 POWERTRAIN
 - 5YR/60,000 ROADSIDE ASSIST

[MSRP]

INCLUDED ON THIS VEHICLE

EQUIPMENT GROUP 200A

OPTIONAL EQUIPMENT/OTHER

225/65R17 102H A/R BSW TIRES

17" SHOW SLVR-PNTD ALUM WHEELS

PRICE INFORMATION

BASE PRICE \$30,350.00

TOTAL OPTIONS/OTHER \$1,495.00

TOTAL VEHICLE & OPTIONS/OTHER \$31,845.00

DESTINATION & DELIVERY

[MSRP]

BASE PRICE \$30,350.00

TOTAL OPTIONS/OTHER \$1,495.00

TOTAL VEHICLE & OPTIONS/OTHER \$31,845.00

DESTINATION & DELIVERY



QR Code - Smartphone

FordPass Connect™

Download the FordPass™ app* and you can:

- Access Vehicle Control Features
- Remotely start, lock and unlock your vehicle.
- Locate your vehicle and check approximate fuel range.
- Receive vehicle health alerts.

Activate 4G LTE Wi-Fi Hotspot

- New vehicles include a 3-month or 3GB data (whichever comes first) Wi-Fi trial.
- Connect up to ten Wi-Fi-equipped devices.

*Download the FordPass app from the App Store or Google Play. A data plan is required for the Wi-Fi hotspot. Coverage is not available in all areas. See ford.com/passconnect for details. Coverage is not available in all areas. See ford.com/passconnect for details.

The FordPass Connect™ modem is active and sending vehicle data to Ford. See ford.com/passconnect for details.

Protect™

Protect on Ford Protect. The only extended service plan fully backed by Ford and its Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

Credit

Get Prequalified now at www.ford.com/finance

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

1202511077862



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Review of Public Comment Policy

AGENDA DATE: June 9, 2026

DATE PREPARED: Prior to June 1, 2026

PREPARED BY: Nicole W. Smith / C. David Mecklin, Jr., City Attorneys

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PUBLIC HEARING: N/A

PURPOSE: To establish an effective Public Comment Policy for the City that meets all standards in accordance with current law.

Since the last Public Comment Policy was adopted, several decisions have been rendered by Federal Courts which cause the City to review and refine its Policy to bring it into compliance with best practices.

STAFF RECOMMENDATION: Staff recommends approval of the Policy.

MOTION: I move to approve the attached Public Comment Policy for the City of Villa Rica.

CITY OF VILLA RICA

PUBLIC COMMENTS INTRODUCTORY LANGUAGE

We will now move into the public comment portion of the meeting. There was a sign-up sheet as you entered into Council chambers.

As you come to the podium, please state your name for the record. Each individual will be given three minutes to speak. Those addressing the Mayor and Council may feel free to speak openly on the matter you wish to bring to our attention, but we ask that you refrain from disruptive remarks or conduct that would impede the orderly conduct of this meeting, and limit comments to matters pertinent to the City.

As an elected body, we do not typically engage in debate or question and answer during public comments (this is your time). However, if your questions or concerns necessitate a response from the staff level, we will be happy to connect you with a staff member who will contact you in a reasonable time frame sometime after this meeting.

As your elected officials, we value the opportunity to hear from citizens and those who have a vested interest in our city.

The first name on the list is ...

City of Villa Rica Public Comment Policy

(Effective June 9, 2026)

The conduct of City Council meetings is guided by rules designed to carry out the public's business in the most effective manner possible.

1. Public Comment will be held at all Regular Meetings of the Mayor and City Council
2. Public Comment is limited to matters pertinent to the business of the City.
3. Each speaker must register to speak by means of a Public Comment sign-in sheet prior to the start of the meeting
4. The sign-in sheet shall be removed at the start of the Regular Meeting
5. All public speakers must state their name after they are recognized by the Mayor and before they speak.
6. In the interest of fairness to other people wishing to speak all organizations/groups shall select a spokesperson/representative.
7. Each speaker shall limit comments to three minutes, with a maximum of twenty speakers, or 60 minutes of total public comment.
8. Each speaker shall promptly conclude all comments when his or her time has expired.
9. Each person addressing the City Council shall do so in an orderly manner and shall not engage in conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of the Council meeting.
10. Disruptive remarks or conduct from either a speaker or the audience, meaning speech or action that obstructs or impedes the orderly conduct of the meeting, including threats of harm or violence, yelling over a speaker or making disruptive noises that prevent the meeting's business from being conducted, and refusing to yield the floor after time has expired, shall not be allowed.
11. Public comment is not intended to be a dialogue between the speaker and council. Generally, council shall not take action or respond to any public comment made during the meeting.
12. Public comments requiring a response shall be made by City Council or a staff member some time after the meeting.

CITY MANAGER REPORT

Project Updates
JUNE 2026

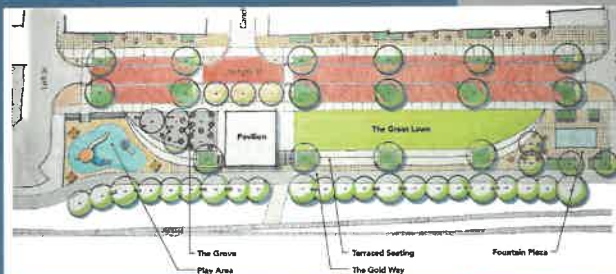
PROJECT UPDATES

Stormwater Utility Study

- Consultants – Integrated Science & Engineering
- 04/01 & 05/20 – Stormwater Advisory Committee (SWAC) meetings.
- 06/24 – Next scheduled meeting.
- 07/07 – Present SWAC recommendations to Council.

Northside Downtown Streetscape

- Grant Funded \$1.1m with \$286k match.
- Finishing up preliminary design with GDOT, subsurface utility engineering & railroad coordination.
- Begin design after prelim.
- 06/17 – Kick-off Meeting for Phase 2
 - Environmental studies
 - Traffic study



PROJECT UPDATES

West Industrial Court Culvert Replacement - \$184k

- City has issued the Notice to Proceed to Blount Construction.
- **Mid-June – Atlanta** Gas Light will complete the relocation of their gas main that conflicts with the proposed culvert.

South Carroll @ Tolbert/Reed Road - \$1.39m +Easement/ROW

- Reviewing priorities & funding sources.

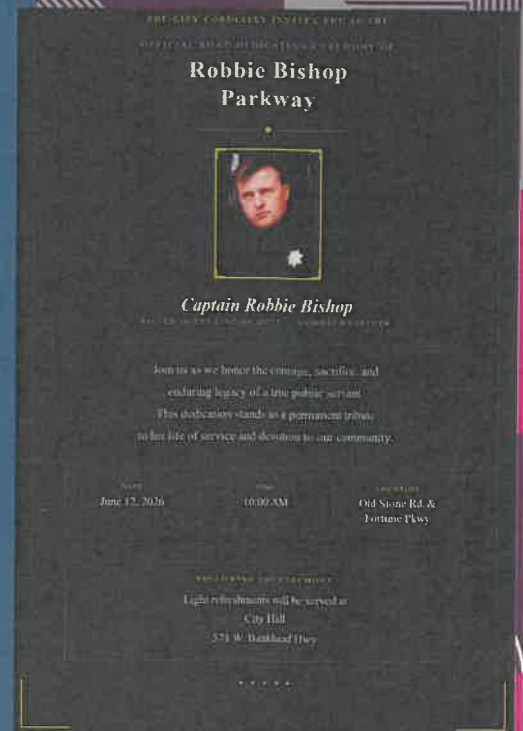
Villa Rica Parkway Construction - \$4.7m

- Construction plans completed (a portion of McCauley & Darden Street)
- Traffic study has been completed on the intersection at Cleghorn St/Villa Rica Parkway, and a traffic signal will be required.
- February 2026 – Contract awarded
- July 2026 – Construction expected to begin

PROJECT UPDATES

Fortune Parkway

- Developer(s) Responsibilities:
 - Complete the road to Anderson Rd.
 - Construct deceleration lane on Anderson Rd. and Old Stone Rd.
 - Contribute funds (~ \$575k) for the construction of left turn lane / Old Stone realignment at Punkintown Rd. (per 04/14 agmt. addendum)
- 05/12 – Council renamed Fortune Parkway to Robbie Bishop Parkway.
- **06/12 @ 10am – Robbie Bishop Road Dedication Ceremony**



PROJECT UPDATES

Safe Streets For All (SS4A)

- Staff submitted Final Report to GDOT then to Feds.
- Staff reviewing the smaller projects to see what can be completed now
- Submitted grant application for Punkintown Phase I with expected notification to be November/December.

Punkintown Road Phase I - \$7.42m + Easement/ROW

- Phase I is from Arpit's proposed roundabout, which will be immediately north of Towne Creek Dr, to a point just north of Parkway Circle.
- Acquisition will mostly consist of easements & temporary construction easements for driveways.
- 04/14 – Council approved purchase of stream credits (approx. \$705k)
- 05/07 – Public Information Open House (PIOH) @ Library 6pm – 8pm
- Summarizing questions / comments from PIOH
- Complete easement research & acquire easements
- Begin bid process & award contract (est. Spring 2027)
- Construction (approx. 1 year)

S | S
4 | A

USDOT Safe Streets and Roads for All (SS4A) 2026 Implementation Grants
City of Villa Rica
Infrastructure Strategies: Build physical infrastructure

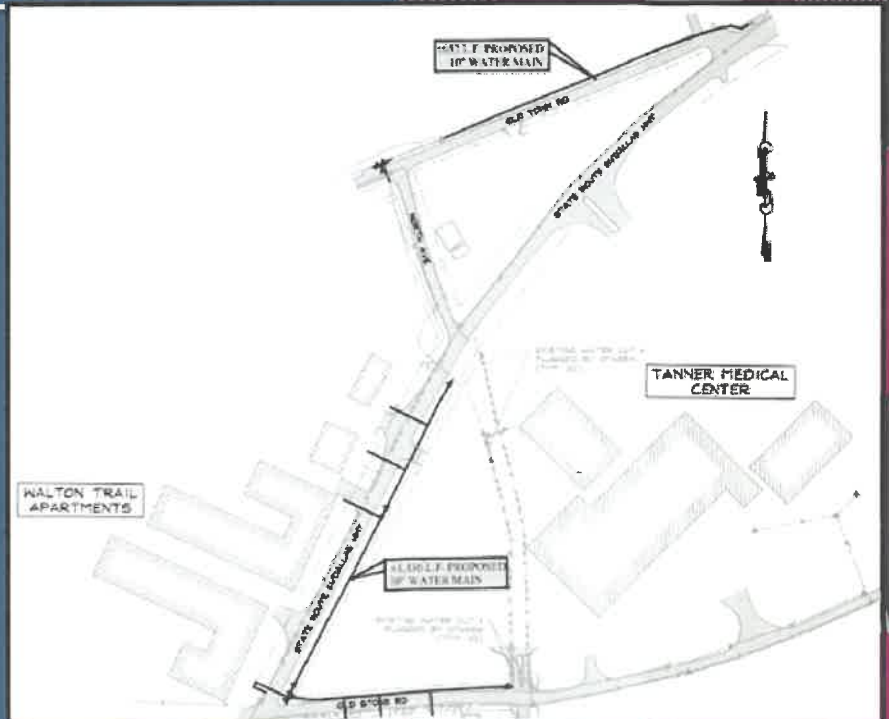
Submission Confirmation

Thank you for submitting an application for the USDOT Safe Streets and Roads for All (SS4A) 2026 Implementation Grants Program. Please consider this message confirmation that you have successfully submitted your application.

PROJECT UPDATES

Dallas Highway / Old Stone Rd. Waterline Relocation - \$414,041

- Contractor: Smith Pipeline
- Funding: GEFA Loan
- Construction: **COMPLETED**
- Connection of existing waterlines on Old Town Road & Dallas Hwy.
- Relocation of waterline around Tanner Hospital property in preparation of hospital expansion.
- Initial phase of North Avenue waterline relocation project, improving service in area.
- Working on project closeout with GEFA



PROJECT UPDATES

Conners Road Park

- Current budget: \$593k
- Phase 1: driveway, parking lot, detention pond & stormwater pipe (\$2.4m)
- Staff will review other in-house options.

Shirley Marchman Park - \$968k

- Grading is complete.
- 06/09 – Council approved land swap with DDA
- Schedule public information meeting
- Approve final plan
- Determine funding sources
 - \$500k – CSPLOST
 - \$50k – Norfolk Southern Grant
 - \$30k – Developer Contribution
 - \$\$\$k – Other Grants / Corporate Sponsors
- Construction (approx. 6 mths.)



JUNE 2026

Villa Rica Senior Center (770)459-7018

SIGN UP FOR LUNCH BY 10:00 AM
LUNCH IS SERVED AT 11:30 AM

SENIOR CENTER EVENTS

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY																									
 1 Move-In Mon - 9:30 BINGO - 10:30 June Birthdays - 11:25 Library Information w/ Jennifer - 11:45 Pickleball - 12:30 - 3	2 Exercise - 10:30 It Happened in June Quiz - 11:15 Bag Crochet - 12:30 Wood Carving - 12:30	3 Line Dancing - 10:00 Beach Ball Categories Game - 12:15 Pickleball - 12:30 - 3	4 Exercise - 10:30 Game Day @ Library - 12:30	5 Granddads & Gears Car Show 10AM - 12PM NO PICKLEBALL	 6	7  Move-In Mon - 9:30 BINGO - 10:30 Medicare Q&A w/ AAA - 11:30 Zoom - 12:00 Pickleball - 12:30 - 3	8 Move-In Mon - 9:30 BINGO - 10:30 Medicare Q&A w/ AAA - 11:30 Zoom - 12:00 Pickleball - 12:30 - 3	9 Exercise - 10:30 Letter J Quiz - 11:15 Art Class A - 12:30 Sign up by 6/5	10 Mort For Tea Day Line Dancing - 10:00 Shopping at Marietta Antique Mall - 9:30 / 5:52 Sign up by 6/10 NO PICKLEBALL	11 Exercise - 10:30 Wood Turners Demonstration - 12:00 Wood Turners - 6:00	12 TRIP: Marietta Dinner & Shopping at Marietta Antique Mall - 9:30 / 5:52 *sign up by 6/10 NO PICKLEBALL	 13	14 	15 BP Chicks w/ Amazing Grace Hospice - 9:00 Move-In Mon - 9:30 BINGO - 10:30 Pickleball - 12:30 - 3	16 Exercise - 10:30 Alphabet Riddle - 11:15 Bag Crochet - 12:30 Wood Carving - 12:30	17 Karaoke - 10:00 Game Day @ Library - 12:30 Pickleball - 12:30 - 3	18 Denims with Granddads - 9:30 Exercise - 10:30 Palace a Taste Bag - 12:15 / 5:52 Sign up by 6/15	19 JUNE TEEN CLOSED *All members - 10:00 *All members - 10:00	 20	21 	22 Move-In Mon - 9:30 BINGO - 10:30 Pickleball - 12:30 - 3	23 TRIP: Trilith Film Studio Tour - 9:15 / 5:40 *sign up by 6/17 Exercise - 10:30 OFFICE CLOSED	24 Line Dancing - 10:00 Game Day @ Library - 12:30 Pickleball - 12:30 - 3	25 Exercise - 10:30 They Were Born in June Quiz - 11:15 Dinner @ Blackwoods Steak House in Tallapoosa - Bus 4:00 *sign up by 6/18 (before 6/17)	26 Grandpa's Plants Game - 10:00 Family Senior Center Soft Hop - 6:00-8:15 at dusk NO PICKLEBALL	 27	28 	29 Move-In Mon - 9:30 BINGO - 10:30 Patriotic Music BINGO - 12:15 *sign up by 6/28 Pickleball - 12:30 - 3	30 Exercise - 10:30 USA Quiz - 11:15 Art Class B - 12:30 *sign up by 6/26	Weekly menu & calendar available online: villarica.org/parks_recreation/senior_services Signing up by the deadline does not ensure reservations—events may fill before the posted date. Refunds not available after sign up by date. Fees MUST be paid in full when registering for an event.	

https://www.villarica.org/parks_recreation/senior_services/monthly_calendar.php

The Villa Rica Veterans Memorial Park

The veteran's group is thrilled to announce that a new landmark will be coming to Villa Rica. The Memorial will soon stand as a tribute to the brave men and women of our community who have served in the Armed Forces during times of war, conflict, and peace. It will be located near The Mill—occupying the space of the "WE/ARE/VR" rendering—this memorial will be a place for reflection, gratitude, and community pride.

To learn more or contribute, go to www.vrveterans.org





FARMERS MARKET



MAY-SEPTEMBER

EVERY THURSDAY 4PM-7PM

ORGANIC GOODS • FRUIT • VEGGIES • MEAT • HONEY •
SWEETS • FOOD TRUCKS • HANDMADE GOODS • MORE

The Mill Amphitheater • 106 Temple St • Villa Rica, GA

MARKET AT THE MILL

FOOD TRUCKS
VENDORS
D.J.
CONCERT
FIREWORKS

JUNETEENTH

FREEDOM DAY
CELEBRATION

JUNE 19TH
6PM-10PM

JOSEPH
"J.WAYNE"
COLLINS

The Moore
EXCLUSIVE



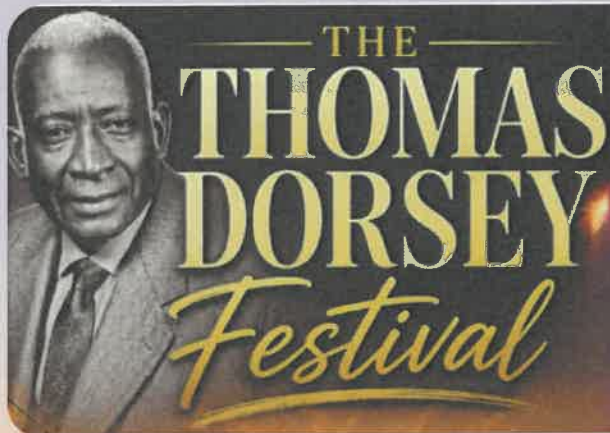

THE MILL AMPHITHEATER • 106 TEMPLE STREET • VILLA RICA
DOWNTOWNVILLARICA.COM

Juneteenth Freedom Day Celebration

June 19th, 2026 | 6 PM - 10 PM

The Mill | 106 Temple St, Villa Rica, GA 30180

Join us in Downtown Villa Rica for an evening of music, culture, community, and celebration as we honor Juneteenth — a powerful day of freedom, history, and unity. Enjoy live entertainment, local vendors, fellowship, and a vibrant atmosphere at The Mill Amphitheater.



Saturday

JUNE 27

Live Music • Food Vendors

5:00 PM -
10:00 PM



THE MILL AMPHITHEATER Villa Rica, Georgia



STARS & STRIPES
IN THE
VILLA
RICA

Night

250TH
Anniversary

HEADLINER
September in the Park

OPENING ACT
Timeless Highway Band

July 3rd

5:00 P.M. - 10:00 P.M.

1605 S. Hwy 61, Villa Rica

Kids' CORNER

Live MUSIC

Merch VENDORS

Military GROUPS

Food VENDORS

Fireworks FINALE

Thank You
SPONSORS

CALIBER 1

ingles

City of Villa Rica

SYNOVUS

Parks & Recreation
City of Villa Rica
20th ANNUAL



THANK YOU

Jennifer Hallman, Interim City Manager

Direct Line: 678-840-1220

Email: jhallman@villarica.gov



PUBLIC COMMENT SIGN IN SHEET

In order to speak at Public Comment please fill out your name, address, and phone number. This sheet will be removed 5 minutes before the start of the meeting.

Please print:

Name

Address

Phone Number

1. Lisa Conner 1508 Evelyn Dr. 770-334-7682

2. Amy McCoy 9938 Ashton Old Rd 404-933-8842

3. Nerissa Doherty 1135 Dogwood St 404 202 1287

4. Pamela Whyte Hadler Sen RD

5. Dr Steve Winkler 1886 Parkview 770 354 5944

6. Josh Evans Clearview St

7. Jackie Chelina 1050 Hwy 17 1R, GA

Alexa Farmer 216 Anderson

8. *Henry Mancini* 40 *Shelby Ave*

9. *Donna Fawcett* 57 *Parliament Circle*

10. _____

11. _____

12. _____

13. _____

14. _____

15. _____

16. _____

17. _____

18. _____

19. _____

20. _____

CITY COUNCIL
LESLIE MCPHERSON, MAYOR
STEPHANIE WARMOTH, MAYOR PRO-TEM
SHIRLEY MARCHMAN
TYLER L. BARR
MATTHEW MONTAHAN
DOMINIQUE CONTEH

City of Villa Rica



INT CITY MGR: JENNIFER HALLMAN
CITY CLERK: THERESA CAMPBELL
CITY ATTORNEY: NICOLE SMITH

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

MAYOR & COUNCIL MEETING AGENDA

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

June 9, 2026 | 6:00 PM

Meeting Call to Order (Mayor Leslie McPherson)

Invocation (Miss. Carroll County and Miss Carroll County Teen)

Pledge of Allegiance (Miss. Douglas County And Miss Douglas County Teen)

D. National Anthem (Miss. West Georgia, and Miss West Georgia Teen)

Ceremonial Presentations (Mayor & Council)

- Proclamation- Miss. Douglas County & Miss. Douglas County Teen (Councilman Barr)
- Proclamation- Miss. Carroll County & Miss. Carroll County Teen (Councilman Barr)
- Proclamation- Miss. West Georgia & Miss. West Georgia Teen (Councilman Barr)
- Proclamation — Juneteenth Celebration (Councilwoman Conteh)
- Proclamation Recognizing the Cultural Arts Council (Councilman Barr)

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

Council Updates (Subjects of General Interest and Concern)

Adoption of the Agenda (Mayor Leslie McPherson)

*TB amend adding F2
DC amend adding exa session for
TB*

Consent Agenda (Mayor Leslie McPherson)

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

1. Workers Compensation Renewal for 2026-2027 with BITCO
2. Approval of Appointment of Katelyn Small to the Villa Rica Library Advisory Board
3. Approval of Reappointment of Claudia Best to the Carroll County Library Advisory Board
4. Water Plant Construction - Preliminary Design
5. Sanitation Rate Increase

Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the City Clerk at 678-840-1229 2 business days before the scheduled meeting to allow the City to make reasonable accommodations for those persons.

6. Resolution & Intergovernmental Agreement for the Transportation Special Purpose Local Option Sales Tax (TSPLOST) Distribution – Douglas County
7. Assume maintenance responsibility for the weather sirens located within the City of Villa Rica from Carroll County
8. Approve the resolution calling for the exchange of City of Vila Rica property (V02 0010010) for Downtown Development Authority property (V05 0130015) *TB/DC unanimous*

I. Governing Body (Mayor Leslie McPherson)

1. Approval of May 5, 2026 Work Session Minutes and May 12, 2026 City Council Meeting Minutes *SW/SM*
2. Resolution for Villa Rica Cultural Arts Center *- Table to July - TB/DC unanimous*

J. Legal (C. David Mecklin, City Attorney)

1. Public Comment Policy *mm / SW unanimous*

K. Police (Michael Mansour, Chief)

1. Purchase of 2026 Ford Escape *SW / SM unanimous*

L. City Manager (Jennifer Hallman, Interim City Manager)

1. City Manager Report

Adjournment (Mayor Leslie McPherson)

↓
Executive Session - Personnel
TB/DC unanimous

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City Council Meeting 6/9/2026

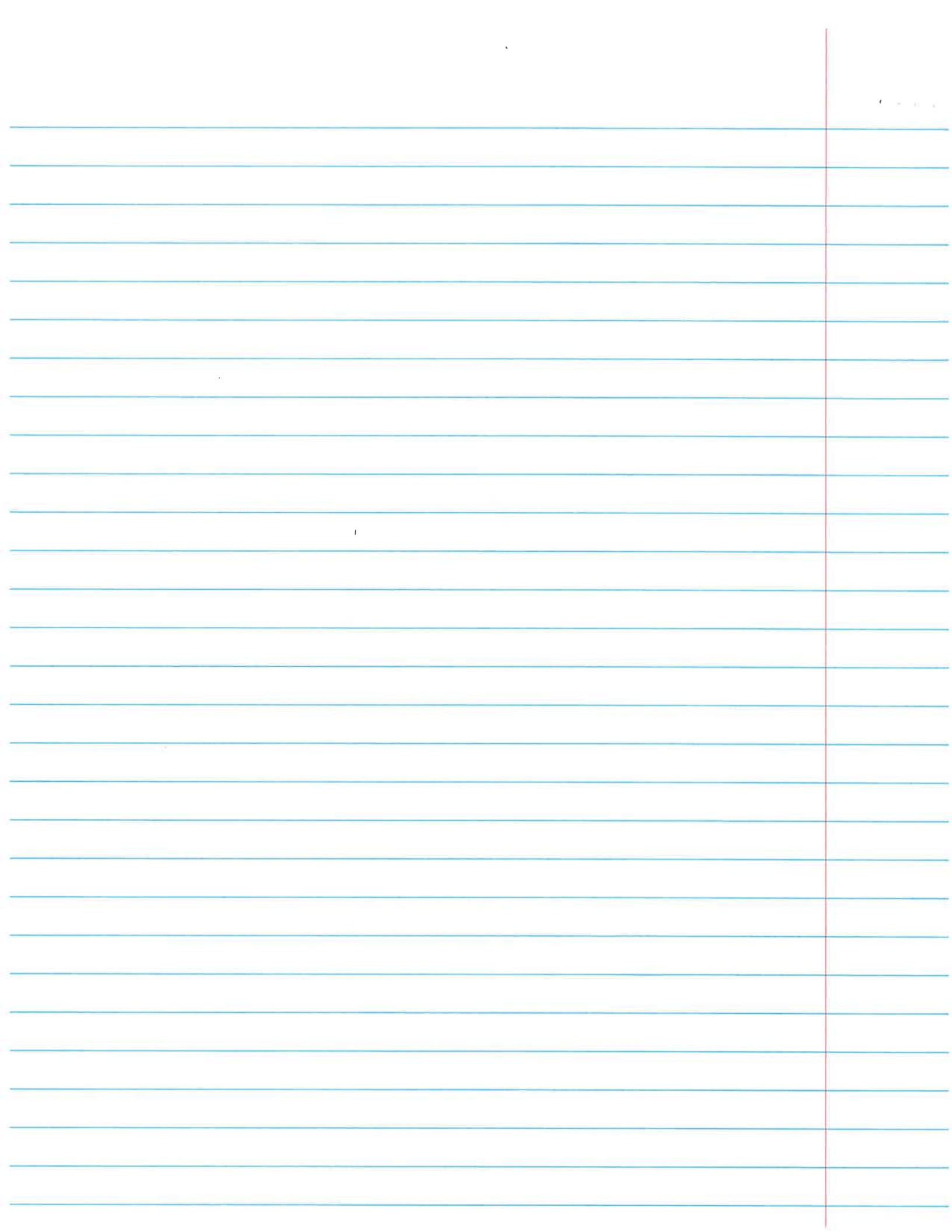
Public Comment:

Lisa Connor: watched the town hall and then researched pointed out information from her research. Posed questions.

Amy McCoy - Government transparency is not conditional. Request was not answered. Deeply concerning patterns. Ask for reversal of eminent domains.

Narissa Dobbs. The name of the crack is a name to be proud of. If your grandmother was in Ms. Nalls place. Ms. Hallman spoke of fairness is this fair and equitable. Data Center fair and equitable? I hope none of you know peace. I will work so that each of you lose your seats.

Pam White. Shovel sign. No one has still received letters. Why did a family asked to move out of a house and offered the neighboring house. The city ~~should~~ no longer own the Cleburn Park.



DeSteve Woodall - my concern is about the library meeting re: Punkintown. I support responsible growth and safety. Concern is the small phases on Punkintown Rd. but does not address the full length of the road considering the massive increase in development. Explain what roadway plans will address this.

Josh Evans - EPA / water / creek - mitigation

Jackie Childress - family was born in this County. I have been accused of speaking passionately. Trials and Tribulation.

Aleta Farmer - 5th generation representing her family phone.

Jeremy - watched beauty pageants get proclamation but there is eminent domain

Linda Parrish -

6/19/2020 Council ~~up~~ meetings

Council Updates:

Dominique Conteh - prepared statements

Tyler Barr. Thank you to the participants for arriving at this meeting they work ~~for~~ ~~at~~ ~~the~~ hard. I have met w/ everyone who reached out to him. Come with facts

Matthew Montalban. Thank you to Rep Tim Branden & Sen. Just Howard. for recognizing Dr. Boss with memorial recognition on bypass.

Mayer McPherson. ^{community} dedications

CITY COUNCIL
LESLIE MCPHERSON, MAYOR
STEPHANIE WARMOTH, MAYOR PRO-TEM
SHIRLEY MARCHMAN
TYLER L. BARR
MATTHEW MONTAHAN
DOMINIQUE CONTEH

City of Villa Rica



INT CITY MGR: JENNIFER HALLMAN
CITY CLERK: THERESA CAMPBELL
CITY ATTORNEY: NICOLE SMITH

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

MAYOR & COUNCIL MEETING AGENDA

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

June 9, 2026 | 6:00 PM

Meeting Call to Order (Mayor Leslie McPherson)

Invocation (Miss. Carroll County and Miss Carroll County Teen)

Pledge of Allegiance (Miss. Douglas County And Miss Douglas County Teen)

D. National Anthem (Miss. West Georgia, and Miss West Georgia Teen)

Ceremonial Presentations (Mayor & Council)

- Proclamation- Miss. Douglas County & Miss. Douglas County Teen (Councilman Barr)
- Proclamation- Miss. Carroll County & Miss. Carroll County Teen (Councilman Barr)
- Proclamation- Miss. West Georgia & Miss. West Georgia Teen (Councilman Barr)
- Proclamation — Juneteenth Celebration (Councilwoman Conteh)
- Proclamation Recognizing the Cultural Arts Council (Councilman Barr)

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

Council Updates (Subjects of General Interest and Concern)

Adoption of the Agenda (Mayor Leslie McPherson)

Consent Agenda (Mayor Leslie McPherson)

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

1. Workers Compensation Renewal for 2026-2027 with BITCO
2. Approval of Appointment of Katelyn Small to the Villa Rica Library Advisory Board
3. Approval of Reappointment of Claudia Best to the Carroll County Library Advisory Board
4. Water Plant Construction - Preliminary Design
5. Sanitation Rate Increase

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6. Resolution & Intergovernmental Agreement for the Transportation Special Purpose Local Option Sales Tax (TSPLOST) Distribution – Douglas County
7. Assume maintenance responsibility for the weather sirens located within the City of Villa Rica from Carroll County
8. Approve the resolution calling for the exchange of City of Villa Rica property (V02 0010010) for Downtown Development Authority property (V05 0130015)

I. Governing Body (Mayor Leslie McPherson)

1. Approval of May 5, 2026 Work Session Minutes and May 12, 2026 City Council Meeting Minutes
2. Resolution for Villa Rica Cultural Arts Center

SW/SM
unanimous.

TB- table to July
DC- unanimous

J. Legal (C. David Mecklin, City Attorney)

1. Public Comment Policy – mm/sw – unanimous

K. Police (Michael Mansour, Chief)

1. Purchase of 2026 Ford Escape SW/SM – unanimous

L. City Manager (Jennifer Hallman, Interim City Manager)

1. City Manager Report

Adjournment (Mayor Leslie McPherson)

@ 7:44 SN stepped away.

Executive Session – Personnel TB/DC unanimous @ 7:45pm

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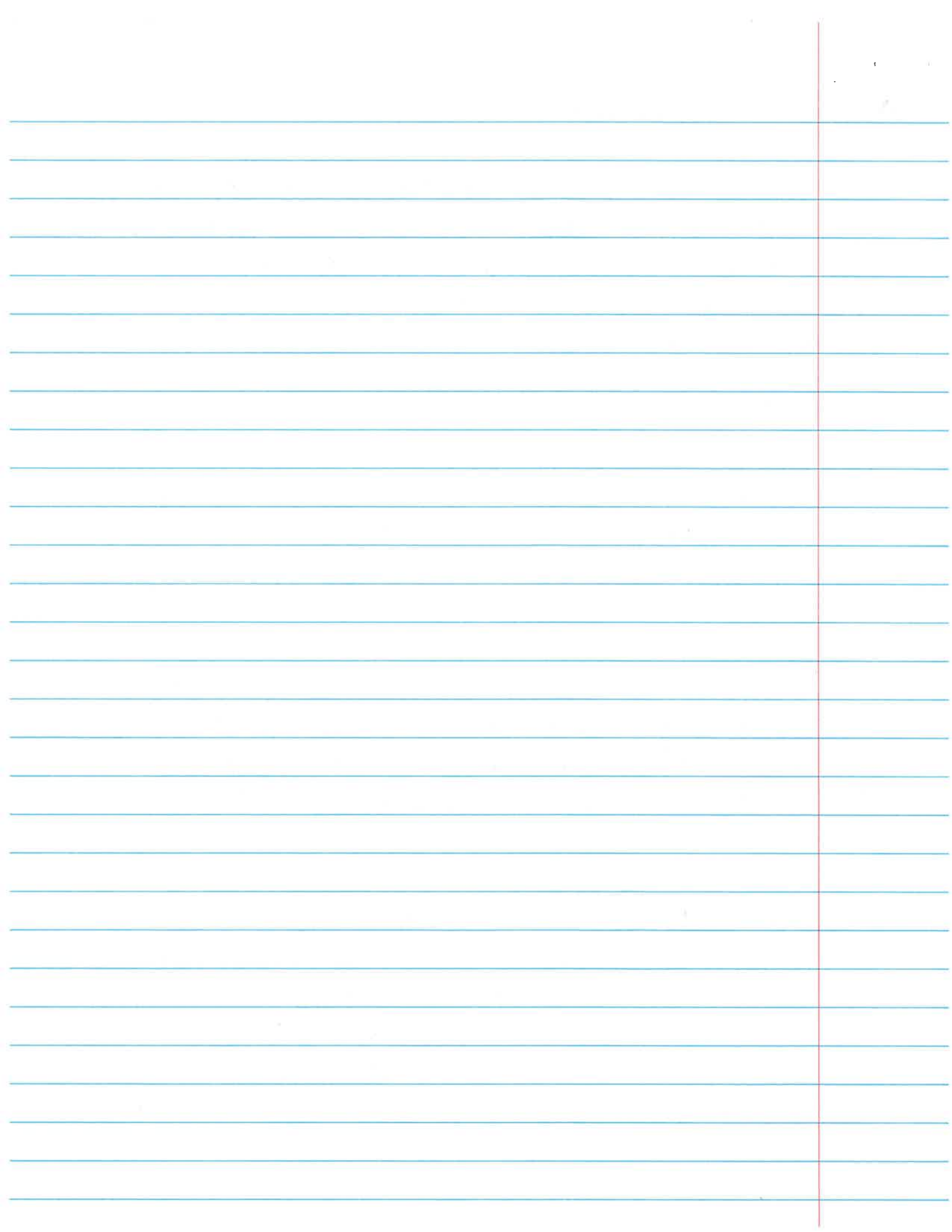
public Comment -

6-1-2017 1) Lisa Conner - mentioned townhall & VR Party and email from 6-1-2017 w/ Chris Pike. mentioned median home sale price, and the citizens deserve better. why is $4\frac{1}{2} \times$ more expensive than in 2017?

Amy McKay - mentioned govt transparency, mentioned open records request where she never received documents & lack of accountability. 1st amend. rights were being violated by trying to stop them from bringing Signs

parissa Dobbis - mentioned the "crack" and they are proud of that home. questioned the Council what they would do, if their grandma was losing her home. mentioned data Center. She hopes the Council never knows Peace.

Pam Whyte - held up poster - mentioned she was not given due process, city didn't own property they tried to put up. why offer a home you don't need, to another resident? City no longer owns Cleghorn park & letting them trespass. mentioned BDA land Swap - wants them to make the kids aware

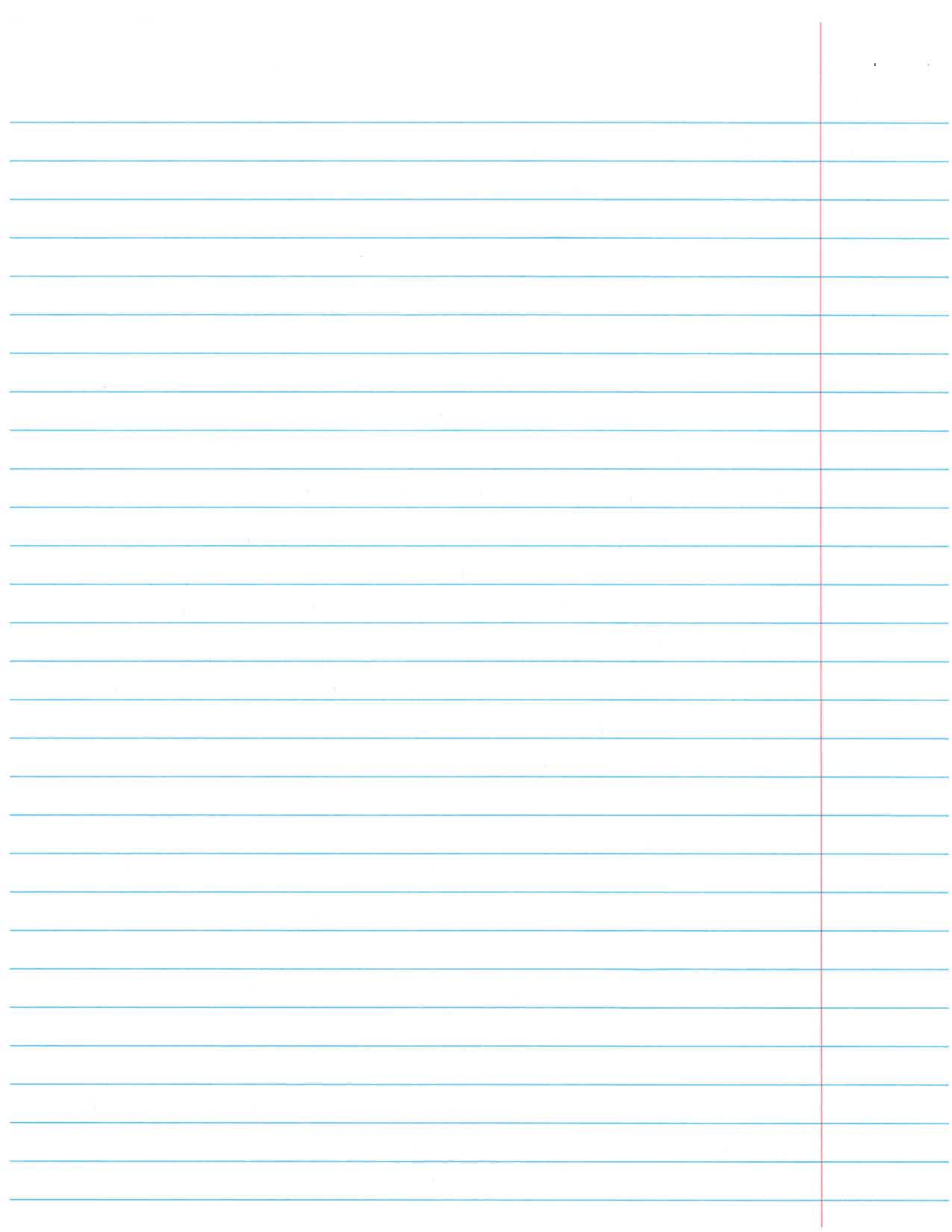


Dr. Steve Woodall - mentioned pumpkin town rd and Old Stone Rd. Supports responsible growth, transportation plan is too small for pumpkin town. mentioned meeting @ Library. what is the city's long term plan for traffic when all development is complete? wants updated traffic projections after development complete.

Josh Evans - mentioned council cant get city together, pushing people out of homes cant get a city manager, + grounds crew chew up grass + trash. Clean water suit coming for 50-60 mil \$, mentioned sewage ~~canal~~ leaking into a creek for over a yr. nothing was done. water plant construction will be fought. who put pipe on Boligeri? 7 people need to be fired.

Jackie Childress - mentioned her family being born + raised in VR. This is her history + legacy. mentioned trials + tribulations + how the city was united. legacy needs to be protected. Juneteenth needs respect. Asked for Eminent Domain to be rescinded.

Alata Farmer - ~~was~~ brought grandchild to podium + explained why child was protesting mentioned East Side TABs, + property to be pledged. Claims city used their land as collateral. no due process was given.



She wants Council to investigate

Jeremy Germain - mentioned proclamations + can't celebrate when people are being displaced. profit is being put above people. mentioned expensive bottle water is disrespectful.

Linda Parrish - mentioned Cleghorn community, + they fought for their homes + deserve respect. She mentioned race, + 264 new dwellings, + where do the kids go? The area is not a slum or ghetto it is beautiful. Wants Council to reconsider vote + wants action.

updates

DC - Thanked everyone that attended Town hall + read from a prepared statement.

JB - Thanked Council for recog. the miss Teenis. He has received calls + met w/ citizens. moving forward - means if you have facts show me facts.

mm - rec. Jutt Howard + Tim Bearden for Bypass naming → "Dr. Larry Bass". mentioned Larry Bass legacy.

LM - mentioned Liberty Tree dedication tomorrow + Robbie Bishop plwy on Friday, + Larry Boggs in July.

