

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

City of Villa Rica



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

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

MAYOR & COUNCIL MONTHLY MEETING AGENDA

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

March 26, 2019 | 5:45 PM

Swearing-In Ceremony of Matthew Momtahan, Ward 2 (Honorable Betty Cason)

Meeting Call to Order (Mayor Jeff Reese)

Invocation (Councilman Danny Carter)

Pledge of Allegiance (Mayor Jeff Reese)

Ceremonial Presentations (Mayor & Council)

- Officer of the Quarter (Sponsored by O'Charley's)
- US Census Bureau Presentation - Mona Shorter, Recruiter

Adoption of the Agenda (Mayor Jeff Reese)

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)

Council Updates (Subjects of General Interest and Concern)

B. Governing Body (Mayor Jeff Reese)

1. Oath of Office: Stephanie Baldi, Library Advisory Board
2. Approval of Minutes:
 - a. Meeting Minutes of March 12, 2019.

C. Finance (Sarah Hefty, CFO)

1. Financial Update: February 2019
2. Budget Amendments: FY 2018

3. Budget Amendments: FY 2019
4. Contribution to Carroll County Public Safety Memorial
5. Credit Card Processor Update

D. Community Development (Bobby Elliott, Director)

1. EPD Mandated Long Term Water Quality Monitoring
2. Livable Centers Initiative (LCI) Planning Grant Resolution of Support (Chris Montesinos, Deputy Director of Community Development)

E. Economic Development (Janet Chumley, Main Street Manager)

1. 2019 Headlining Band Summer Concert - June 15, 2019-Wet Willie

F. City Manager (Tom Barber)

1. Agreement with Angel Access

G. City Manager's Report (Tom Barber)

Adjournment



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Officer of the Quarter (sponsored by O'Charley's)

AGENDA DATE: 03/26/2019

DATE PREPARED: 03/18/2019

PREPARED BY: Capt. Scott Parker

AMOUNT: \$0

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: The Villa Rica Police Department honors one officer each quarter for a job well done and service to the community.

BACKGROUND: Officer Rowan is the School Resource Officer at Glanton Hindsman Elementary School, summertime bicycle officer as well as one of the leaders for Police Explorer troop, Post 314. Rowan works hard every day to take care of the youth of this community, and it shows in their love for him. He goes above and beyond almost every day. He's spent personal time training Explorers and he's been seen at the school sitting in the floor with an upset child to comfort them, playing games with the children in the gym, standing in the hallway high fiving the students between classes. His positive influence on their lives can't be measured.

STAFF RECOMMENDATION: The program is sponsored by O'Charley's Restaurant. Allow the Chief of Police and O'Charley's management to honor School Resource Officer Chris Rowan for his dedication to the city and to the students and staff of Glanton Hindsman Elementary School.

IMPACT: None

MOTION: Join the Chief and O'Charley's manager in honoring Officer Rowan.



CITY OF VILLA RICA
FINANCIAL UPDATE
February 2019

CASH			SELF-FUNDED INSURANCE			TOTAL SAVINGS	\$ 663,163
	02-28-2018	02-28-2019	Contributions		Expenses		Savings
Total Checking Accounts	\$ 9,014,770	\$ 11,220,950	Employer + Employee		Admin + Claims Paid		Difference
General Fund	\$ 5,388,931	\$ 7,503,601	Oct-Dec '18	408,483	Oct-Dec '18	347,067	61,415
Water/Sewer Fund	\$ 942,975	\$ 1,429,728	Jan '19	130,305	Jan '19	119,141	11,164
Sanitation/Solid Waste	\$ (23,118)	\$ (30,610)	Feb '19	131,098	Feb '19	103,205	27,893
2008 Carroll SPLOST	\$ 684,642	\$ 317,146					-
2015 Carroll SPLOST	\$ 446,029	\$ 1,012,481					
2016 Douglas SPLOST	\$ 462,182	\$ 895,291					
			TOTALS \$ 669,886		\$ 569,413		\$ 100,473

OTHER HIGHLIGHTS			GROWTH			
	Feb 2018	Feb 2019	Feb 2018		Feb 2019	
Sales Tax Revenue	\$ 846,128	\$ 972,882	Residential		Building Permits	
Hotel-Motel Tax Revenue	\$ 71,512	\$ 82,403	#	Amount	#	Amount
Water Purchases	\$ 102,508	\$ 124,284	63	\$ 125,906	89	\$ 195,478
Total # of Employees	147	163	65	\$ 97,500	93	\$ 139,500
(Excludes Seasonal)			68	\$ 272,000	88	\$ 352,000
			Commercial		Building Permits	
			#	Amount	#	Amount
			7	\$ 87,881	1	\$ 2,646
			3	\$ 14,800	-	\$ -
			4	\$ 63,250	-	\$ -

BUSINESS ACTIVITY			SANITATION/ SOLID WASTE	
	Feb 2018	Feb 2019	Feb 2018	Feb 2019
WATER/SEWER				
Water Revenue	\$ 1,129,274	\$ 1,167,613	Sanitation Revenue	\$ 266,362
Sewer Revenue	1,027,074	1,500,656	Solid Waste Revenue	\$ 328,910
Misc. Revenue	429,613	569,641		
Total Revenue	\$ 2,585,960	\$ 3,237,910	Misc. Revenue	-
Utility Administrator	\$ -	\$ 242,134	Total Revenue	\$ 385,046
Water Expenses	534,258	474,512		
Sewer Expenses	515,918	630,658	Sanitation Expenses	\$ 290,209
Dist./Coll. Expenses	492,716	527,676	Solid Waste Expenses	\$ 317,884
Debt Expense	717,381	711,412	Depreciation	14,646
Depreciation	613,823	650,415	Total Expenses	\$ 490,417
Total Expenses	\$ 2,874,095	\$ 3,236,807		
Net Income (Loss)	\$ (288,135)	\$ 1,103	Net Income (Loss)	\$ (105,371)



Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2018 Budget Amendment
AGENDA DATE: 3-26-2019

DATE PREPARED: 3-14-2019
PREPARED BY: Sarah Hefty

AMOUNT: See Exhibit A
GL ACCOUNT #:
FUNDING SOURCE:
BUDGETED ITEM?

PURPOSE: To adopt ordinance amending the 2018 budget.

MOTION: I make a motion to adopt the ordinance to approve an amendment to the budget for the fiscal year 2018 for the City pursuant to Section 2-71 of the City Charter.

City of Villa Rica
Exhibit A
Proposed 2018 Budget Amendments

GENERAL FUND

<i>Item</i>		<i>Account Type</i>		<i>Notes</i>	<i>Amount</i>
3 100-1110-512100	Group Insurance	Expense	Increase	Audit entry for self-funded claims - 3 month lag	35,000.00
4 100-313120	LOST - Douglas County	Revenue	Increase	Offset audit entry with excess LOST receipts	35,000.00
5 100-1330-523850	Contract Labor	Expense	Increase	Douglas Co Election expense	3,300.00
6 100-1530-521230	Attorney Fees	Expense	Decrease	Savings in Attorney's fees for Douglas Co Election Expense	(3,300.00)
7 100-3210-511300	Overtime	Expense	Increase	Not fully staffed in 2018, increased overtime	31,000.00
8 100-3210-512100	Group Insurance	Expense	Increase	Changes in personnel, different insurance elections	25,000.00
9 100-3210-512700	Workers Comp	Expense	Increase	2018 Workers Comp Audit resulted in more expense	23,000.00
10 100-3210-531270	Gasoline	Expense	Increase	More vehicles and higher average gas prices	15,000.00
11 100-313110	LOST - Carroll County	Revenue	Increase	Offset budget overage with excess LOST receipts	94,000.00
12 100-3226-552200	Claims	Expense	Increase	Increase in medical claims for arrestees	16,000.00
13 100-351100	Court Fines	Revenue	Increase	Offset increased claims with increased court fines	16,000.00
14 100-3520-571000	Fire - Intergovernmental	Expense	Increase	Higher tax revenue increases 40% to Douglas Co for Fire	30,000.00
15 100-316200	Insurance Premium Tax	Revenue	Increase	Offset increased fire expense with increased revenue	30,000.00
16 100-6120-552200	Claims	Expense	Increase	Stolen equipment in 2018	25,000.00
17 100-383100	Insurance Proceeds	Revenue	Increase	Insurance reimbursement for stolen equipment	25,000.00
18 100-6130-552300	Weather Insurance	Expense	Increase	Weather insurance expense higher than budgeted amount	3,000.00
19 100-347600	Sponsorships - Rec	Revenue	Increase	Increased sponsorships for Recreation	3,000.00
20 100-7400-521200	Professional	Expense	Increase	GIS Consultant, Engineers, Comp Plan	91,000.00
21 100-341310	Building Plan Review	Revenue	Increase	Increased Building Plan Review Revenue	50,000.00
22 100-7450-511100	Regular Employees	Expense	Decrease	Savings in Code Enforcement to offset CommDev professional	(41,000.00)
					Expense 253,000.00
					Revenue 253,000.00
					Net Budget Change -

HOTEL TAX FUND

Item		Account Type		Notes		Amount
23	275-314100	Hotel Tax Revenue	Revenue	Increase	Increased Hotel Tax Revenue	38,000.00
24	275-391140	Product Development Revenue	Revenue	Increase	Increased Hotel Tax Revenue	50,000.00
25	275-7540-572005	Villa Rica CVB	Expense	Increase	Increased Hotel Tax Revenue	37,000.00
26	275-7540-572010	Product Development Exp	Expense	Increase	Increased Hotel Tax Revenue	19,000.00
27	275-7540-572005	Transfer to General Fund	Expense	Increase	Increased Hotel Tax Revenue	32,000.00
						Expense 88,000.00
						Revenue 88,000.00
Net Budget Change						-

STATE OF GEORGIA

COUNTY OF CARROLL

COUNTY OF DOUGLAS

CITY OF VILLA RICA

RESOLUTION 2019-**

A RESOLUTION TO AUTHORIZE THE MAYOR OF THE CITY OF VILLA RICA, GEORGIA TO EXECUTE THE NECESSARY DOCUMENTS TO MAKE AN APPLICATION TO APPLY FOR GRANT FUNDS FROM THE LCI PROGRAM, A PROGRAM WHICH UTILIZES FEDERAL TRANSPORTATION PROGRAM STP 33(C) FUNDS ADMINISTERED THROUGH THE ATLANTA REGIONAL COMMISSION (ARC).

WHEREAS: Federal grant funds are available through the LCI Program to assist local governments with planning and implementation of transportation improvements in their communities; and

WHEREAS: The City of Villa Rica, Georgia desires to make an application for these grant funds for Livable Centers Initiative Planning Study; and

WHEREAS: The City of Villa Rica will request grant funds for \$76,800; and

WHEREAS: A local government must submit an application for these grant funds, and commit to 20% matching funds based on the approved grant - \$19,200 – for a total project cost of \$96,000;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Villa Rica, Georgia that the Mayor is hereby authorized to execute the necessary documents to make an application to acquire grant funds from the Atlanta Regional Commission through the LCI Program for a Livable Centers Initiative Planning Study;

BE IT FURTHER RESOLVED THAT:

In the event this federal grant is approved, the Mayor and Council hereby confirm that the 20% matching funds will be made available in the appropriate fiscal year budget, and that these funds will be used to meet the terms of this grant.

So Resolved, this the ____ day of ____, 2019.

Jeff Reese, Mayor

Alisa Doyal, City Clerk



Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2019 Budget Amendment
AGENDA DATE: 3-26-2019

DATE PREPARED: 3-14-2019
PREPARED BY: Sarah Hefty

AMOUNT: See Exhibit A
GL ACCOUNT #:
FUNDING SOURCE:
BUDGETED ITEM?

PURPOSE: To adopt ordinance amending the 2019 budget.

MOTION: I make a motion to adopt the ordinance to approve an amendment to the budget for the fiscal year 2019 for the City pursuant to Section 2-71 of the City Charter.

City of Villa Rica
Exhibit A
Proposed 2019 Budget Amendments

March 26, 2019

GENERAL FUND

<i>Item</i>	<i>Account Name</i>	<i>Account Type</i>		<i>Notes</i>	<i>Amount</i>
27 100-9000-611021	Capital Transfers	Expenditure	Increase	Transfer from GF for PMGM Improvements	43,500.00
28 100-6172-522210	Maintenance of Buildings	Expenditure	Decrease	Use Maintenance budget for Improvements at PMGM	(13,500.00)
29 100-6172-522240	Maintenance of Grounds	Expenditure	Decrease	Use Maintenance budget for Improvements at PMGM	(30,000.00)
30 100-7400-521200	Professional	Expenditure	Increase	Transportation Study	80,000.00
31 100-1330-521200	Professional	Expenditure	Decrease	Use Branding/Website funds for Transportation	(80,000.00)
Total Change					
Expenditures					-
Revenues					-
					-

GENERAL FUND CAPITAL PROJECTS

<i>Item</i>	<i>Account Name</i>	<i>Account Type</i>		<i>Notes</i>	<i>Amount</i>
32 350-391100	Capital Transfers	Revenue	Increase	Transfer from GF for PMGM Improvements	43,500.00
33 350-6172-541200	Site Improvements	Expenditure	Increase	PMGM Improvements	43,500.00
Total Change					
Expenditures					49,100.00
Revenues					49,100.00
					-

2016 DOUGLAS COUNTY SPLOST

<i>Item</i>	<i>Account Name</i>	<i>Account Type</i>		<i>Notes</i>	<i>Amount</i>
34 322-337120	Douglas Co SPLOST	Revenue	Increase	Transfer from GF for PMGM Display Cases	5,600.00
35 322-6172-541416	Museum Exhibits	Expenditure	Increase	PMGM Display Cases	5,600.00
36 322-337120	Douglas Co SPLOST	Revenue	Increase	Transfer from GF for PMGM Improvements	6,150.00
37 322-6172-541200	Site Improvements	Expenditure	Increase	PMGM Improvements	6,150.00
Total Change					
Expenditures					11,750.00
Revenues					11,750.00
					-

STATE OF GEORGIA

ORDINANCE NO. _____

CITY OF VILLA RICA

**AN ORDINANCE TO APPROVE AN AMENDMENT TO THE BUDGET
FOR THE FISCAL YEAR 2019 FOR THE CITY
PURSUANT TO SECTION 2-71 OF THE CITY CHARTER**

WHEREAS, the Mayor and City Council adopted the 2019 Budget on September 13, 2018, which incorporated all of the various funds of the City; and

WHEREAS, the Mayor and Council have determined it appropriate to amend the budget for the reasons set forth herein.

WHEREAS, the Mayor and Council have reviewed the proposed budget; and

WHEREAS, each of the funds, as amended, has a balanced budget, such that anticipated revenues equal or exceed proposed expenditures.

NOW, THEREFORE, the Mayor and City Council of the City of Villa Rica, Georgia, hereby ordain as follows:

Section 1. That the City of Villa Rica, Georgia, hereby amends the Budget for Fiscal Year 2019, said budget amendment being described as Amendment No. 27-37, attached hereto and incorporated as Exhibit A.

Section 2. That any increase or decrease in appropriations or revenue of any fund or for any department; the establishment of new capital projects; or the establishment of new grant projects other than those expectations provided for herein, shall require approval of the City Council.

Section 3. That the City Manager and his/her designee may promulgate all necessary internal rules, regulations and policies to ensure that this Budget Amendment Ordinance is followed.

Section 4. This Resolution shall be effective immediately upon its adoption.

1. It is hereby declared to be the intention of the Mayor and City Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment, believed by the Mayor and City Council to be fully valid, enforceable and constitutional.

2. It is hereby declared to be the intention of the Mayor and City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence,

clause or phrase of same. It is hereby further declared to be the intention of the Mayor and City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of same.

3. In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and City Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the same and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

4. All ordinances or resolutions and parts of ordinances or resolutions in conflict herewith are expressly repealed.

5. The within ordinance shall become effective upon its adoption.

SO ORDAINED AND EFFECTIVE this the _____ day of _____, 2019.

Approved:

Jeff Reese, Mayor

As to form:

C. David Mecklin, Jr., City Attorney

Attest:

Alisa Doyal, City Clerk



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Contribution to Carroll County Public Safety Memorial
AGENDA DATE: March 26, 2019

DATE PREPARED: March 14, 2019
PREPARED BY: Sarah Hefty

AMOUNT: \$20,000
GL ACCOUNT #: 321-3210-541200
FUNDING SOURCE: 2015 Carroll County SPLOST
BUDGETED ITEM? No

PURPOSE: To approve a contribution to Carroll County to go towards the Public Safety Memorial.

BACKGROUND: At the March 12th meeting, Carroll County Sheriff's Office Chief Deputy, Brad Robinson, presented information about the Public Safety Memorial that Carroll County is planning.

STAFF RECOMMENDATION: To use 2015 Carroll County SPLOST funds to contribute to the project. SPLOST receipts in 2019 are higher than budgeted.

IMPACT: Use of SPLOST receipts for a Carroll County capital project.

MOTION: I make a motion to approve a contribution, in the amount of \$20,000, to Carroll County for the Public Safety Memorial.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Credit Card Processor Update

AGENDA DATE: 3-26-2019

DATE PREPARED: 3-18-2019

PREPARED BY: Sarah Hefty

AMOUNT: n/a

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PURPOSE: To give an update on the credit card processors and other customer payment type options.

BACKGROUND:

Currently, the City absorbs all credit card fees for payments processed at Customer Service, Parks and Recreation, Library and Pine Mountain. Court passes the fee onto the customer. In February, council asked staff to put the credit card processors out to bid.

At the second meeting in February, questions came up about debit card fees versus credit card fees. There is a perception that debit cards fees are less than credit card fees. In reality, we are charged the following fees:

Utility + Community Development Payments

Payment Type	Xpress Bill Pay	Chase Paymentech
Credit Card Transactions	\$ 0.34	1.69-2.84% + \$0.23
Debit Card Transactions	\$ 0.34	0.18-0.78% + \$0.22
Toll-Free Operator Assisted Transactions	\$ 0.95	+ Applicable Credit/Debit Fees
Toll-Free IVR Transactions	\$ 0.95	+ Applicable Credit/Debit Fees
EFT Web (eCheck) Transactions	\$ 0.44	
Online Banking (Bill Pay) Transactions	\$ 0.20	

Recreation + Pine Mountain

Payment Type	TSYS
Credit Card Transactions	1.80-1.90%
Debit Card Transactions	0.00-1.77%

Library

Payment Type	Square
Credit Card Transactions	2.50-3.50%
Debit Card Transactions	2.50-3.50%

Court

Payment Type	Government Window
Credit Card Transactions	Charged to Customer
Debit Card Transactions	Charged to Customer

Additionally, the question of whether we could do an ACH from customer accounts for free came up. Our bank does offer this service to us and they have provided a form for us to provide to our customers in order to set up them up for this service. Caselle, our accounting and utility management software, has us set up for this process as well. We will need customers to sign up for the service. At the end of each billing cycle, we will prepare a file, from the system, of the customers that are allowing us to draft their account. The file will have their account number, bank account number, bank routing number, and account balance. We will upload this file to the bank's website, and those customer accounts will be drafted for the amount due. That payment will be applied to their accounts in our system. This provides a free option for customers that do not want to be subject to the credit/debit card fees.

An RFP has been posted for "Municipal Payment Options" that will close on April 30, 2019. The staff recommendation will be brought to council for the May 14, 2019 meeting.

STAFF RECOMMENDATION: RFP results to be brought to council for action at the May 14, 2019 meeting.

MOTION: n/a



Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: EPD Mandated Long Term Water Quality Monitoring
AGENDA DATE: 3/26/2019

DATE PREPARED: 3/7/2019
PREPARED BY: Jameson Green

AMOUNT: \$16,255.00
GL ACCOUNT #: 506-4320-523850
FUNDING SOURCE: Contract Labor
BUDGETED ITEM? YES

PURPOSE: To meet the requirements of Georgia Water Quality Control Act also called the “Clean Water Act” and to stay compliant with the city’s NPDES Wastewater Discharge Permit for the West Water Pollution Control Plant (WPCP), NPDES Permit Number GA0027162.

BACKGROUND: The City of Villa Rica began implementation of its Watershed Protection Plan in May 2011. Prior to this date, the City had been operating under a Long Term Monitoring Plan put in place in June 2007. Based on the results of the 2001 Carroll County Watershed Assessment, the Long Term Monitoring Plan of 2007 replaced an informal long-term monitoring arrangement carried out between 2002 and 2007 that was designed to preserve the integrity of the 2001 Assessment. This arrangement included the measurement and reporting of typical water quality parameters from field and laboratory work, and transitioned into the 2007 Long Term Monitoring Plan with little or no modification.

As mandated by the State of Georgia Environmental Protection Division, the City will conduct water quality monitoring at six (6) study locations.

STAFF RECOMMENDATION: In order to determine the long-term trends, comparisons of data over time (multiple years/samples) must be made to ensure accuracy and validity, “like” data interpreted by the same personnel. These factors should be considered when viewing this trend data. This is why it is important to use CCR Environmental to continue with the water quality monitoring as mandated by the Georgia Environmental Protection Division. We have used CCR Environmental for the past 3 to 4 years.

IMPACT: To protect resources and maintain and/or improve water quality in local streams and rivers within the City of Villa Rica and to meet the requirements of the West Wastewater Plant NPDES Permit Number GA0027162.

MOTION: I make the motion that we approve CCR Environmental to conduct the Long Term Water Quality Monitoring as mandated by the Georgia Environmental Protection Division in the amount of \$16,255.00.



CCR ENVIRONMENTAL, Inc.

3772 PLEASANTDALE ROAD, SUITE 150, ATLANTA, GEORGIA 30340
TEL: 770-458-7943, FAX: 770-458-2454

January 20, 2019

LONG-TERM WATERSHED MONITORING PROPOSAL CITY OF VILLA RICA, GEORGIA

WORK PLAN

Water Quality Monitoring

Water quality monitoring will be conducted at the current six (6) study locations. Sampling will be performed for three dry events and one wet event. Two of the dry events and the wet event will be collected from May through October, and the third dry event will be collected from November through April. A dry event is one with no rainfall for 72 hours prior to sampling. A wet event will be defined as > 0.2 inches of rainfall over previous 24 hours with dry conditions (no rainfall) for 72 hours prior. Rainfall information will be tracked (real-time) using the USGS website (<http://water.usgs.gov/realtime.html>) for nearby sites. Stream flow will be measured directly during the sampling events at each site, whenever possible. Single, discreet grab samples will be collected for the dry events. The wet sample will be collected across the hydrograph whenever possible.

Samples from all study sites will be analyzed in the laboratory (GEPD-approved) for the following parameters: COD, BOD₅, TSS, hardness, alkalinity, total phosphorus and orthophosphate, TKN, ammonia, nitrate-nitrite. The wet sample also will include analyses for total recoverable metals (Pb, Cu, Zn, and Cd). In addition to laboratory analyses, the following *in situ* parameters will be measured during sample collection: air and water temperature, dissolved oxygen (DO), % DO, salinity, pH, turbidity, and specific conductance. “Clean metals” techniques will be used during the metals sampling.

In addition to the aforementioned parameters, bacteriological monitoring (fecal coliform and *E. coli*) also will be monitored during two periods (May – October). During each sampling period, a total of four grab samples will be collected on a regular schedule (irregardless of weather) within a 30-day period. No sample will be collected within 24 hours of another sample. No flow measurements will be made during bacteriological monitoring.

A report will be provided that describes the methods used, results, and discussion of results and potential problem areas.



CCR ENVIRONMENTAL, Inc.

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TEL: 770-458-7943, FAX: 770-458-2454

January 20, 2019

LONG-TERM WATERSHED MONITORING PROPOSAL CITY OF VILLA RICA, GEORGIA

WORK PLAN

Annual Watershed Protection Plan Progress Report

CCR will prepare the *Annual Watershed Protection Plan Progress Report* for 2019 to be submitted to the EPD by June 30, 2020. The *Annual Report* will include the Annual Certification of WPP Implementation Statement, Water Quality and Biology Monitoring Results, Long-Term Monitoring Trends, a Summary of Best Management Activities, and any proposed revisions to the Watershed Protection Plan or any recommendations. CCR will prepare the entire document, submit to the City of Villa Rica for review and signature, and submit to the EPD by the due date. The City will provide CCR with the previously collected water quality and biological data for the Long-Term Monitoring Trends analyses and with any BMP information.



CCR ENVIRONMENTAL, Inc.

3772 PLEASANTDALE ROAD, SUITE 150, ATLANTA, GEORGIA 30340
TEL: 770-458-7943, FAX: 770-458-2454

January 20, 2019

LONG-TERM WATERSHED MONITORING PROPOSAL CITY OF VILLA RICA, GEORGIA

COST ESTIMATE (FY 2019-20)

Water Quality Monitoring

Labor

Senior Scientist – 12 hrs. @ \$110/hr. = \$ 1320

Staff Scientist – 92 hrs. @ \$80/hr. = \$ 7360

Total = \$ 8,680

Expenses (Water Chemistry Lab.) = \$4,625

Other Expenses (mileage, field supplies, copying, etc.) = \$995

Total lump sum bid for water quality monitoring in 2019-20 = \$14,300

Annual Progress Report

Labor

Senior Scientist – 14 hrs. @ \$110/hr. = \$ 1540

Staff Scientist – 4 hrs. @ \$80/hr. = \$ 320

Total = \$1,860

Other Expenses (mileage, field supplies, copying, etc.)

Total = \$95

Lump sum total for Annual Progress Reporting = \$1,955

Grand Total for 2018-9 Long-Term Monitoring and Reporting = \$16,255

ASSUMPTIONS

- Six (6) water quality sampling sites
- Three dry samples
- Grab samples for all dry events
- One wet sample collected across hydrograph, if possible
- “Clean metals” sampling will be performed during wet sampling
- Stream flow measured for all water chemistry events, where practical
- Two bacteriological sampling periods; 4 sampling events per 30-day period; no flow measurements during bacteriological sampling events; all sampling in May-October
- Includes report and GEPD excel spreadsheets
- Study conducted in 2019-20



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3772 PLEASANTDALE ROAD, SUITE 150, ATLANTA, GEORGIA 30340
TEL: 770-458-7943, FAX: 770-458-2454

January 20, 2019

LONG-TERM WATERSHED MONITORING PROPOSAL CITY OF VILLA RICA, GEORGIA

This proposal represents a lump sum bid, based on the previous assumptions. Additional or out-of-scope work will be billed at an hourly rate of \$110 per hour for senior biologist and \$80 per hour for staff biologist plus expenses. No additional or out-of-scope work will be performed without authorization of the client. This cost estimate and scope of work were based on the information provided and my understanding of the project.

Your acceptance of this proposal may be indicated by signing in the space provided below. Payment terms are 30 days upon receipt of invoice.

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED

Authorized By:

Title:

Firm Name:

Date:



CITY OF VILLA RICA

City Council Packet

SUBJECT: Livable Centers Initiative (LCI) Planning Grant Resolution of Support

CITY COUNCIL AGENDA DATE: March 26, 2019

DATE: March 11, 2019

PREPARED BY: Chris Montesinos AICP
Deputy Director of Community Development

FISCAL IMPACT:
ANNUAL – \$20,000
CAPITAL – N/A
OTHER – N/A

FUNDING SOURCE: 2019 Budget Appropriation – Professional Fees and Services

PURPOSE: The City is applying for a LCI planning grant. The grant is an opportunity provided through the Atlanta Regional Commission (ARC). Although technically Villa Rica is a part of the Three Rivers Regional Commission, the city recently qualified to participate in the ARC's programs as a new inclusion in the Metropolitan Planning Organization. The LCI Study is a prerequisite to applying for federal transportation dollars administered by the Atlanta Regional Commission. The LCI program requires a 20% match from the City – the remaining 80% is paid by the ARC. Once included in the LCI program, the City can apply for future implementation grants – also with an 80/20 match split. The LCI program is a great opportunity for the City to gain access to federal funds for planning, transportation, streetscapes, and other infrastructure improvements. The \$20,000 request will be for the City's required 20% grant match. The resolution presented is the commitment of the Mayor and City Council to support the City's LCI application and affirm the 20% match commitment.

BACKGROUND: The Atlanta Regional Commission's Livable Centers Initiative (LCI) is a grant program that incentivizes local jurisdictions to re-envision their communities as vibrant, walkable places that offer increased mobility options, encourage healthy lifestyles and provide improved access to jobs and services.

Since 2000, the LCI program has invested \$216 million in 119 communities throughout the Atlanta region, helping pay for planning studies and the construction of transportation projects, such as sidewalks and intersection improvements, to bring those visions to life. The ARC board has allocated \$314 million through 2030 to fund transportation projects resulting from completed LCI studies.

The LCI program is funded with federal transportation dollars. The grants cover 80 percent of the cost of each study or transportation project, with the recipient making a 20 percent match.

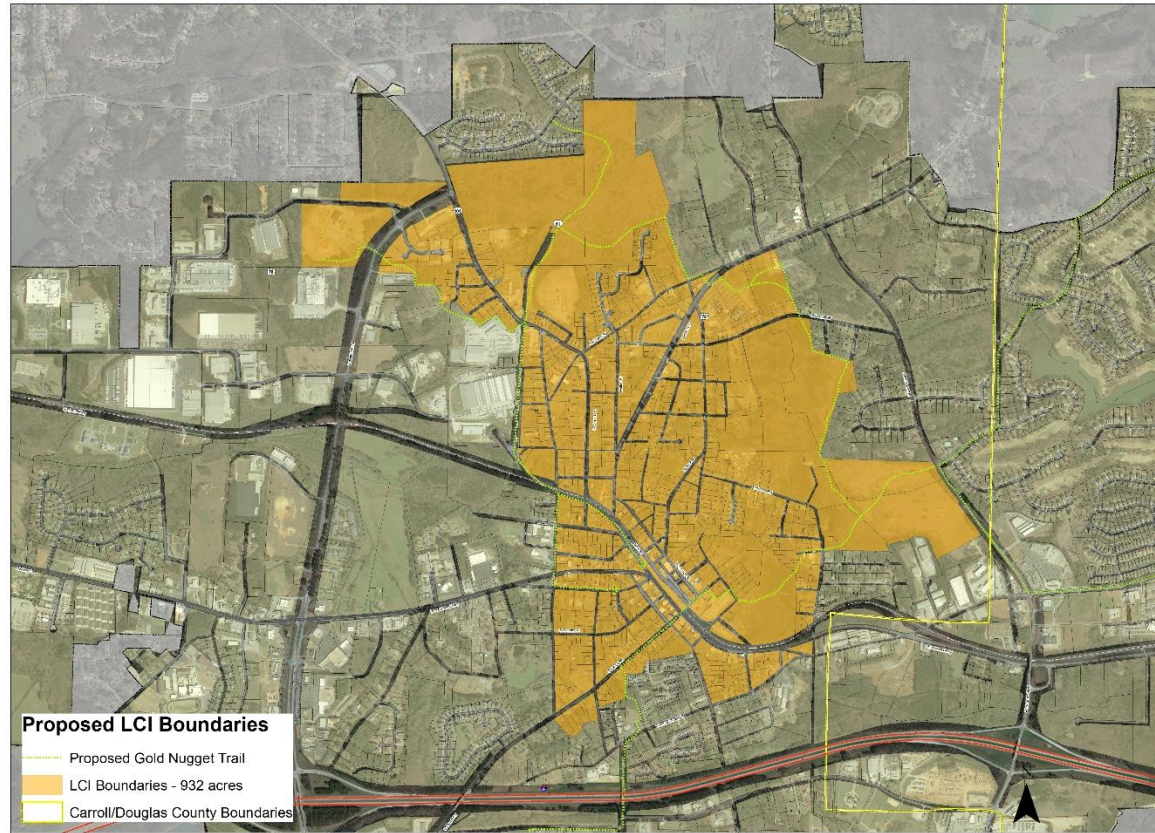
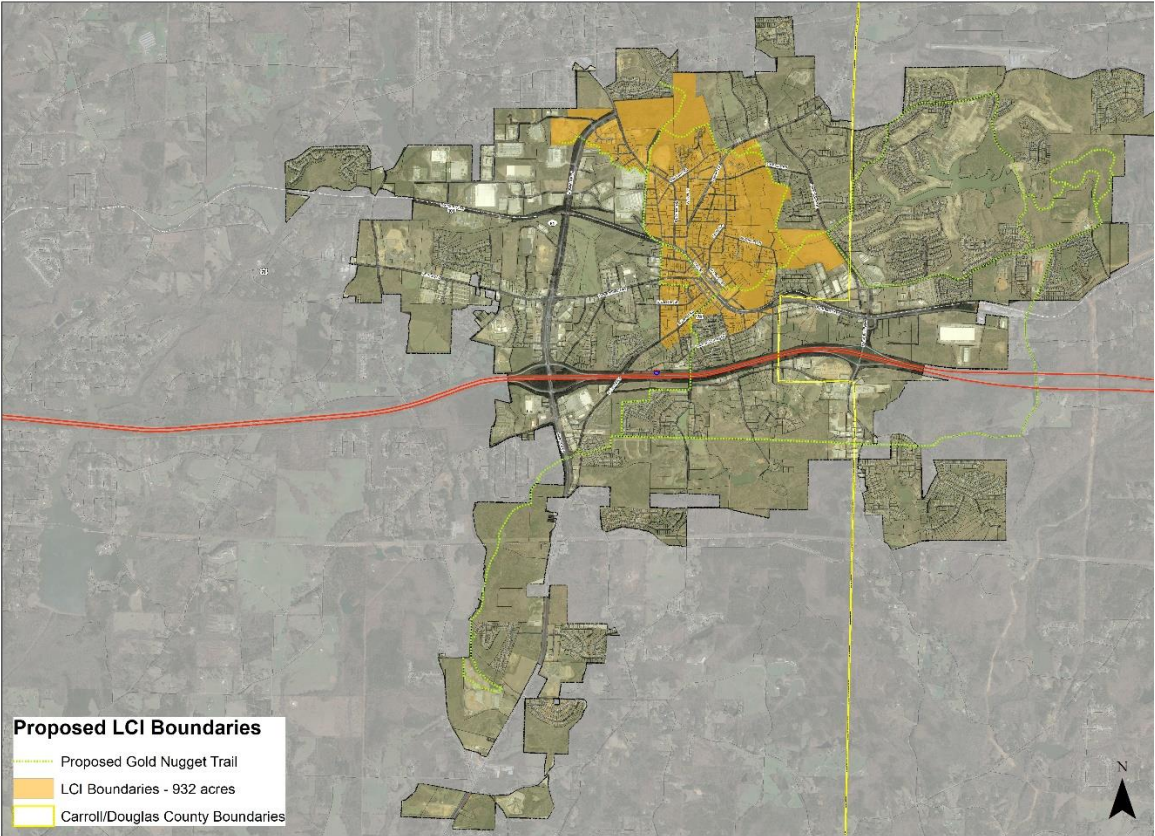
Participation in the LCI program provides opportunities to obtain federal transportation funds to pay for improvement projects, including downtown streetscapes, curb & gutter, sidewalks, and other pedestrian enhancements, and the implementation of much of the Golden Nugget Trail.

STAFF RECOMMENDATION: Staff strongly support the City's 2019 Livable Centers Initiative application, and encourages the Mayor and City Council to support the resolution commitment to match 20% of the LCI Study cost.

IMPACT: Participation in the LCI Program is a new opportunity for the City of Villa Rica. The long-term benefit to the City could be quite substantial for years to come. The LCI study is a Small Area Plan, which, like the Comprehensive Plan, identifies implementation projects within the LCI boundaries. The LCI program provides access to federal funds previously unavailable to the City. ARC requires that the LCI study is updated every 5 years – mostly to address implementation steps accomplished and adjustments in community priorities.

MOTION: Motion to APPROVE a resolution in support of the City's Livable Centers Initiative (LCI) Study grant application, and to affirm its commitment to fund 20% of the project costs, should the City be selected for funding.

Preliminary LCI Planning District Map



STATE OF GEORGIA

COUNTY OF CARROLL

COUNTY OF DOUGLAS

CITY OF VILLA RICA

RESOLUTION 2019-**

A RESOLUTION TO AUTHORIZE THE MAYOR OF THE CITY OF VILLA RICA, GEORGIA TO EXECUTE THE NECESSARY DOCUMENTS TO MAKE AN APPLICATION TO APPLY FOR GRANT FUNDS FROM THE LCI PROGRAM, A PROGRAM WHICH UTILIZES FEDERAL TRANSPORTATION PROGRAM STP 33(C) FUNDS ADMINISTERED THROUGH THE ATLANTA REGIONAL COMMISSION (ARC).

WHEREAS: Federal grant funds are available through the LCI Program to assist local governments with planning and implementation of transportation improvements in their communities; and

WHEREAS: The City of Villa Rica, Georgia desires to make an application for these grant funds for Livable Centers Initiative Planning Study; and

WHEREAS: The City of Villa Rica will request grant funds for \$76,800; and

WHEREAS: A local government must submit an application for these grant funds, and commit to 20% matching funds based on the approved grant - \$19,200 – for a total project cost of \$96,000;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Villa Rica, Georgia that the Mayor is hereby authorized to execute the necessary documents to make an application to acquire grant funds from the Atlanta Regional Commission through the LCI Program for a Livable Centers Initiative Planning Study;

BE IT FURTHER RESOLVED THAT:

In the event this federal grant is approved, the Mayor and Council hereby confirm that the 20% matching funds will be made available in the appropriate fiscal year budget, and that these funds will be used to meet the terms of this grant.

So Resolved, this the ____ day of ____, 2019.

Jeff Reese, Mayor

Alisa Doyal, City Clerk



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2019 Headlining Band Summer Concert - June 15, 2019-Wet Willie
AGENDA DATE: 3/26/2019

DATE PREPARED: 2/13/2019 (this item was tabled until 3/26/2019)
PREPARED BY: Janet Chumley

AMOUNT: \$8,500.00
GL ACCOUNT #: 23880
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes

PURPOSE: To approve the headlining act contract/agreement with Wet Willie for the June 15, 2019 Summer Concert to be held Saturday, June 15, 2019 at The MILL Amphitheater.

BACKGROUND: The Main Street board voted and unanimously agreed in the January Main Street Advisory Board meeting to secure Wet Willie as the headlining band for the June 15, 2019 Summer Concert to be held at The MILL Amphitheater. (This item was tabled from the 2/26/2019 meeting).

STAFF RECOMMENDATION: Staff is recommending Wet Willie headline the June 15, 2019 Summer Concert at The MILL Amphitheater in the amount of \$8,500.00.

IMPACT: The goal of bringing entertainment with more name recognition is to be more competitive with surrounding areas, as well as help to drive business to our downtown business district.

MOTION: I make a motion that we approve the contract/agreement necessary to engage Wet Willie as the headlining band for the June 15, 2019 Summer Concert in the amount \$8,500.00.

MUSIC MATTERS ENTERTAINMENT, LLC

Atlanta, GA

www.musicmattersentertainment.net
treeves@musicmattersentertainment.net

(404) 734-6168

THIS AGREEMENT is for the personal services of musicians / artists on the engagement described below, made this ____ day of _____, 2019, between the undersigned purchaser of music, herein called "PURCHASER," and WET WILLIE herein called "ARTISTS".

ARTISTS: WET WILLIE

DATE: Saturday, June 15, 2019 at 8:00 p.m.

VENUE: The Mill Amphitheatre, 106 Temple Street, Villa Rica GA 30180

PURCHASER/CONTACT: Janet Chumley, Main Street Director, City of Villa Rica

WAGE AGREED UPON: \$8,500.00 guarantee, to be made as follows: \$1,700.00 deposit to be paid upon receipt of contract as follows: \$850.00 by check payable to Terry Reeves, agent for Wet Willie, and \$850.00 check made payable to James R. Hall, both checks to be mailed to Terry Reeves, 4390 Atlanta Highway, Rutledge, GA 30663. The balance due artist of \$6,800.00 shall be paid by check to James R. Hall payable at least one (1) week prior to the performance and mailed to 4390 Atlanta Highway, Rutledge, GA 30663.

MERCHANDISING: Artist shall, at its option, sell promotional material, including but not limited to tee shirts, CDs or other recordings, posters, stickers, at the performance, and shall retain 100% of the proceeds. Purchaser will provide a table and space for same for Artist to sell merchandise.

S & L: Purchaser will provide staging, lights and sound, to include mains, monitors, microphones, cables, and full backline (drums, keyboards, bass rig and amps pursuant to attached technical rider). Purchaser will also provide a qualified sound tech/engineer to operate the sound system, front of house and on-stage monitoring at sound check and during the entire performance.

ADDITIONAL PROVISIONS/RIDER:

- Purchaser will provide at no cost to artist fourteen (14) hot meals for Artists and staff one and one-half hours prior to performance, and will provide one twelve pack of Diet Coke, one twelve pack of Coke, 2 cases of bottled water, ~~one case of Bud Light~~, ~~one case of Yuengling~~, ~~one bottle of Merlot wine~~, one freshly brewed pot of coffee, cream and sugar backstage prior to the performance. Purchaser will also provide, solo cups, plates, forks, knives and napkins backstage prior to

dinner being served. ~~All beer should be in coolers on ice, and a separate cooler should be provided for soft drinks and water on ice.~~

- Purchaser will provide 10 hand towels backstage for Artist's use.
- Purchaser will provide, at no cost to Artist, seven (7) hotel rooms at a suitable hotel (Hampton Inn equivalent or better) within 10 miles of the venue for the evening of the performance.
- Purchaser will provide Artist with sixteen (16) guest passes (excluding band and staff).

CANCELLATION: If Purchaser cancels the subject performance for any reason at any time, Purchaser shall pay Artists through Music Matters Entertainment, by the performance date, the total sum of \$8,500.00, representing the above guarantee and minimum additional potential income, as liquidated damages. Purchaser agrees that this is undisputed in the event of cancellation by Purchaser, and in that event, liability on the part of the Purchaser is uncontested.

WEATHER/PERFORMANCE: If this is an outdoor event, purchaser shall provide covered stage. Artist reserves the right to refuse to perform at its discretion if artist or artist's management feels artist is in any danger whatsoever due to weather, lightening, wind, unsafe stage, etc. Artist will be paid the above guarantee in full regardless of whether performance is stopped or cancelled for any reason. If artist appears or if event is cancelled by anyone other than artist, artist will be paid the above guarantee in full by the date of the event referred to above.

SECURITY: Purchaser shall take reasonable precautions for the safety of Artist and Artist's equipment before, during, and after the performance. Purchaser will secure the backstage area and only persons with credentials will be allowed backstage. Backstage passes, laminates, wristbands or other credentials will be provided to Artist's agent for distribution to guests approved by Artist for backstage access.

Purchaser agrees that all artistic aspects of Artist's performance hereunder are under the total control of the Artist and Artist's representatives. The obligation of the Artist to perform the services engaged hereunder is subject to proven detention by personal illness, accidents, riots, strikes, acts of God, or other legitimate conditions beyond the Artist's control. It is expressly understood by the Purchaser and the Artist who are parties to this contract that neither Terry Reeves, Music Matters Entertainment, nor its officers, nor its employees are parties to this contract in any capacity and that neither Terry Reeves, Music Matters Entertainment, nor its officers nor its employees are liable for the performance breach of any provisions contained herein.

PROMOTION/PRODUCTION: Purchaser agrees to aggressively promote the event via print ads, flyers, posters, website banner, newsletters, and other similar advertising vehicles and venues.

The Purchaser and the Artist agree that receipt of this contract and commencement of performance shall be adequate confirmation of all terms embodied in this contract (and in any rider, expense sheet, or addendum which are attached) and shall be binding on all parties, whether the contract is signed or not. The signatures below confirm that the parties have read and approved each and all of any rider, expense sheet, or addendum which may be attached. Signatory on behalf of Purchaser below and Purchaser each agree that signatory has full authority to enter into contracts on behalf of purchasing agency, venue, festival entity and/or organization, and is authorized to execute this contract.

By signing below, all parties hereto agree to the above terms for artist's performance on June 15, 2019.

RIDERS:

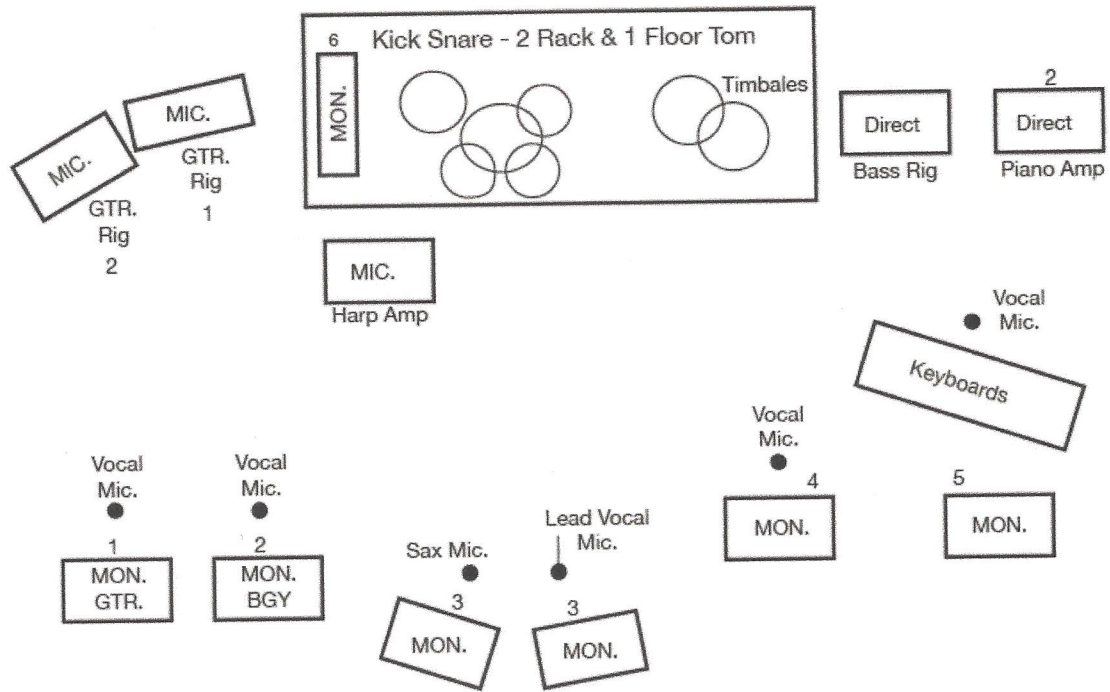
All riders are attached hereto, incorporated herein and made a part hereof.

Entered into this _____ day of _____, 2019.

City of Villa Rica, GA

By: Janet Chumley
Title: Main Street Director

Terry Reeves
F/B/O WET WILLIE



Wet Willie - Stage Diagram



www.musicmattersentertainment.net

**WET WILLIE
CONTRACT RIDER
(incorporated into contract and made a part thereof)**

PARKING:

Purchaser shall provide adequate parking near the stage for two (2) vans during load in and entire performance, and up through and including load out.

SOUND SYSTEM:

Purchaser shall provide a high quality sound system (high quality, professional speaker cabinets and amplifiers more than adequate to cover the venue capacity) and competent technical operator, 24 channel main mixing board, all at no cost to artist. Wet Willie may employ its own sound engineer who shall have access to any and all sound equipment.

STAGE PLOT: Attached. PLEASE NOTE: Lead singer Jimmy Hall requires a straight vocal mic stand, boom mic stand for saxophone, and mic for harmonica amplifier rather than direct input.

MONITOR SYSTEM:

Purchase shall provide a high quality, professional monitor system with a minimum of four (4) mixes, with a minimum of four (4) monitor speaker wedge cabinets, one (1) monitor drum fill speaker cabinet, and a minimum of two (2) side fill speaker cabinets.

MICROPHONES:

Purchaser shall provide the following microphones:

- Four (4) Steinheiser 421's for drums
- Five (5) Shure SM58's (or better) for vocals
- Seven (7) Shure SM57's for amplifiers and drums
- Two (2) bass direct box input
- Assorted boom and four (4) microphone stands with rounded weight base

BACKLINE:

- 5 piece performer drum kit w/heads, stands, , stool, kick pedal (DW, Tama or comparable)
- 2 guitar amps
- 1 harmonica amp
- Bass - Hartke LH500 head, 2 4" x 10" Hhartke Hydrive cabinets

- Kurzweil PC88 (or comparable) - 88 weighted keys (piano), 2 piano style sustain pedals, keyboard stand, Hartke or similar keyboard amp

EFFECTS:

Purchaser shall provide special effects units consisting of the following: (Lexicon or Korg also acceptable) Two (2) DBX-160 compressor-limitors, four (4) noise gates

LIGHTING:

Purchaser shall provide a minimum of 20K lighting in smaller venues (up to 700 capacity) and a minimum of 30K in larger venues. Lighting director shall take direction from band and band's crew.

SOUND CHECK:

Sound check with qualified sound operator provided by venue must be conducted at least two (2) hours prior to performance. In the case of festivals, sound check will be conducted just prior to artist's performance time.

HOTEL ACCOMMODATIONS:

Purchaser shall provide eight (8) hotel rooms for band members and crew at an acceptable hotel (Hampton Inn or better) within ten (10) miles of venue at no cost to artist.

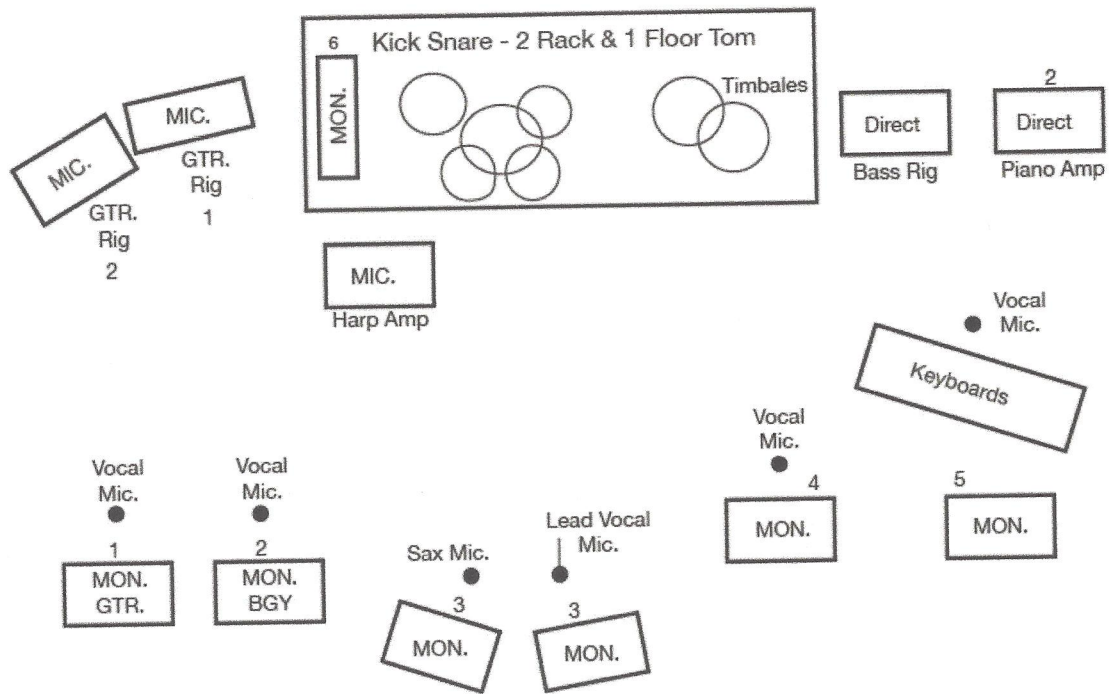
HOSPITALITY:

Purchaser shall provide the following at no cost to artist:

- Twelve (12) hot, nutritional meals for band and crew 2 hours prior to performance (later for earlier performances, which will be addressed in the contract), with plates, napkins, forks, spoons and knives
- 1 case of Bud Light, 1 case of Michelob Ultra, one 12 pack of Diet Coke, one 12 pack of Coke, one case of bottled water, all on ice in cooler backstage during sound check and performance exclusive for this artist's use, as well as cups, separate cooler of ice (with no drinks, only ice)
- One pot of freshly brewed coffee at sound check with cream, sugar, coffee cups, stirrs
- 10 clean white towels on stage

GUEST PASSES:

Purchaser shall provide artist with sixteen (16) guest passes to concert/event at no cost to artist.



Wet Willie - Stage Diagram



www.musicmattersentertainment.net

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Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Agreement with Angel Access

AGENDA DATE: March 26, 2019

DATE PREPARED: March 15, 2019

PREPARED BY: Tom Barber

AMOUNT: \$22,000.00 per year

GL ACCOUNT #: 615-1540-571050

FUNDING SOURCE: Self-Insurance Fund

BUDGETED ITEM? No

PURPOSE: To approve an agreement with Angel Access to assist employees who are facing significant health issues.

BACKGROUND: The City moved to a partially self-funded insurance program on October 1, 2017. The City and our employees provide the fund's revenue, and expenses are paid in the form of administrative fees and medical and pharmacy claims. Our risk is limited in two ways; with a per-event insurance policy and with an annual-expense umbrella policy. The proposed service with Angel Access will enable us to reduce our risk in a third way: by engaging the provider to assist an employee with a significant health issue.

STAFF RECOMMENDATION: Staff recommends that we engage Angel Access to provide assistance to employees with significant health issues for an annual fee of \$22,000 per year plus 25% of savings.

IMPACT: This service will reduce the number of high-dollar claims paid by both of our insurance providers, thereby reducing our premium renewal amounts in subsequent years.

MOTION: I move that we approve the program services agreement with Angel Access for an annual fee of \$22,000.00.

Angel Access, LLC.

ANGEL ACCESS PROGRAM SERVICES AGREEMENT

This Services Agreement is entered into by Angel Access, LLC ("Angel Access") and VILLA RICA ("Employer"), effective as of the Effective Date (as defined below).

RECITALS

The Angel Access Program is a highly effective, proprietary program designed to help people in their time of need so they can focus less on their finances and more on their health. The Angel Access Program is designed to match people in need of high-cost healthcare with alternative insurance offerings and sources of funding for those offerings, utilizing the unique features of Angel Access's proprietary software and extensive proprietary network. Employer wishes to adopt the Angel Access Program to provide an alternative solution to health plan participants and beneficiaries that voluntarily decide to participate (each a "Potential Recipient"). Angel Access shall provide Employer with certain investigatory, development, implementation, administration and concierge services specified in, and subject to the terms of, this Agreement (collectively, the "Services").

Benefits to the employee:

- Improved access and continuity of care with appropriate providers, facilities, and hospitals
- Grants provide participants access to 100% paid health insurance
- Grants fund participant's out-of-pocket prescription and medical claims
- Grants provide financial assistance for travel related to healthcare services
- Concierge services by highly trained individuals to help participants navigate the complexities of insurance and the healthcare system

Benefits to the employer:

- Mitigation of plan expenses by approximately 60-75%
- Positions employer to deliver improved benefits at a lower cost
- Positions employer to receive improved stop-loss rates and aggregate factors

In consideration of the mutual promises in this Agreement, Employer and Angel Access agree as follows.

Section I. The Services

- 1) Angel Access Program Development and Implementation Services. Angel Access shall consult with Employer concerning the development of the Angel Access Program and assist Employer in implementing the same. The goal of the Program is to significantly or fully reduce the costs of healthcare for Potential Recipients (and avoid the costs to the Plan by reducing claims under the Plan) by matching Potential Recipients with the most-appropriate strategy to prevent, mitigate and transfer risk (and the applicable funding source) based on his or her health needs, geographical region, and other specialized inputs.

In addition, Angel Access shall assist Employer and its benefit consultant Strongside Solutions in developing potential candidates for the Program and an educational and intake strategy for its workforce. Angel Access shall work collaboratively with any relevant parties on Employer's behalf (including Employer's Human Resources Department) to develop the Angel Access Program with respect to Potential Recipients. Notwithstanding the preceding, Angel Access and Employer agree that Potential Recipients are not required to use the Angel Access Program, and Employer acknowledges and understands that the Program is intended to have the Potential Recipient remain enrolled in the Employer's group health plan.

- 2) Implementation. The Parties agree that they are targeting **April 1, 2019** as the full implementation of the Angel Access Program.
- 3) Services. During the term of this Agreement, Angel Access shall provide Employer and Potential Recipients with numerous services with respect to the Angel Access Program and the Angel Access Program implementation. These services include numerous educational sessions with the Employer and Potential Recipients, documentation assistance for grants and health plans, and substantial concierge services, among other services. The Services are further outlined in materials presented to the Employer.

Section II. Employer Responsibility

- 1) Generally. Employer acknowledges and agrees that Angel Access's sole responsibility shall be to provide the Services expressly described in this Agreement as a part of the Angel Access Program. Employer shall bear sole and exclusive responsibility for all other aspects of its employer-provided health plan.
- 2) Compensation of Angel Access. By implementing the Angel Access Program, Potential Recipients and Employer will realize certain savings: The Potential Recipient will experience a reduction in costs of medicine and healthcare costs, and the Employer will experience savings related to claim avoidance.

For the Services described in this Agreement, Employer will pay Angel Access in each calendar year a consulting fee of \$22,000 plus "performance-based compensation," which shall be equal to 25% of "savings" realized by Employer for claim avoidance. However, Angel Access's performance-based compensation shall not exceed \$20,000.00 in the first year of this Agreement, and in each year thereafter, Angel Access's performance-based compensation shall not exceed \$50,000.00, unless such caps are increased as agreed to by the parties. The initial consulting fee under this Agreement shall be due within 15 days of the execution of this Agreement, and shall be due 30 days in advance of each subsequent calendar year.

"Savings" is equal to "claims avoidance." For purposes of this Agreement, the "claims avoidance" will be the total spend incurred by supplemental and alternative coverages as determined by Angel Access in its sole and absolute discretion through review of the Explanation of Benefits or other disclosures of costs. If Angel Access cannot access the participant's EOB or any other credible disclosures of costs, it will base its "claims avoidance" determination on the Employer's total costs of comparable benefits and medications in the immediately prior year (using extrapolation where necessary). Angel Access will quantify, measure, and report the claims avoidance throughout the year.

Angel Access shall provide to Employer or its third-party administrator an invoice containing a calculation of the Fees payable to Angel Access pursuant to this Agreement. Fees are payable within 30 days of the date of the invoice.

Finally, to the extent that the Employer terminates its relationship with Angel Access, but either the Employer or any Potential Recipient continues to use the strategies and services implemented by Angel Access (which may be determined by an audit whereby the Employer shall allow Angel Access to have reasonable access to its books, records and accounts directly related to this Agreement), as reasonably determined by Angel Access in conjunction with Strongside Solutions, the Employer shall continue to owe Angel Access the fees described in this paragraph. See Exhibit A for more detail.

- 3) Nondisclosure and Confidential. The Nondisclosure Agreement previously entered into by Angel Access and Employer shall remain in full force and effect, notwithstanding this Agreement. Further, the Employer understands that the transfer-of-risk strategies undertaken by Angel Access are completely confidential and the Employer agrees that it shall not discuss the strategies with any other party but Angel Access (and, to the extent necessary to perform its duties under this Agreement, the Potential Recipient). This provision is subject to Employer's compliance with the Georgia Open Records Act.

- 4) Capacity of Angel Access; Release; Discretion. In performing its duties and obligations under this Agreement, Angel Access is acting only as an independent consultant, and shall not be deemed to be an agent of Employer or a fiduciary, sponsor, or trustee of the Plan. Angel Access shall be entitled to rely upon, and shall not be liable for any actions taken in reliance upon, any information provided by, and any oral and written representation of, Employer, any trustee of the Plan, any employee, dependent, or participant in the Plan or any other party to the extent that such reliance is not negligent in accordance with industry standards. Angel Access shall not have any discretion or authority with respect to the control, handling, investment or disposition of Plan assets (if any). Angel Access is not, and shall not be deemed to be, an insurer, underwriter, or guarantor with respect to the Plan.
- 5) Employee Termination During 12-Month Period. Upon termination of employment, Potential Recipients have the opportunity to elect coverage under the Employer's plan as mandated by COBRA. For this reason, the Parties agree that Angel Access will continue its program for a Potential Recipient until the later of (i) the end of 12-month period in which the Potential Recipient terminates employment, or (ii) if the Potential Recipient elects COBRA, the end of the COBRA period, and the Employer will continue to pay the fees described in Paragraph 2 with respect to savings measured as if the Potential Recipient had not terminated employment. However, the Employer will never pay Angel Access more in fees than the "savings" achieved by the Employer during the relevant time period in which the Potential Recipient remained enrolled in the Employer's health plan. If Angel Access's fees equal the savings achieved by the Employer described in the foregoing sentence, Angel Access shall have no further obligation to continue providing services to the Potential Recipient.

Section III. Term and Termination

- 1) This Agreement shall commence on the date of the last signature set forth below (the "Effective Date"). The initial term of this Agreement shall be from the Effective Date until the end of the 12-month period measure from the implementation date, as described in the "Initial Intake" paragraph above. Upon the expiration of the initial term, this Agreement will automatically renew for successive 12-month periods unless one party provides to the other party written notice of its intent not to renew this Agreement at least 90 days prior to the expiration of the current term.
- 2) Either party may terminate the Agreement at the end of each 12-month period as set forth in paragraph 1.
- 3) Termination of this Agreement shall not have any effect on Employer's confidentiality or other obligations under the Nondisclosure Agreement between the parties. This provision is subject to Employer's compliance with the Georgia Open Records Act.
- 4) Employer acknowledges the substantial amount of time, money, and effort that Angel Access has spent and will spend in recruiting and building the Angel Access Program with each of the Potential Recipients. Employer agrees that throughout the period during which this Agreement is in effect and for a period of two (2) years thereafter, Employer will not solicit, hire, or actively assist any other person or entity in soliciting, hiring or engaging any employee or service provider of Angel Access to provide the Employer with prescription drug sourcing, prescription drug advocacy, prescription drug concierge services, or the like.
- 5) On termination, Employer agrees to return to Angel Access either before or immediately upon the termination of this Agreement any and all written information, materials or equipment which constitutes, contains or relates in any way to proprietary or confidential information of Angel Access, and any other documents, equipment and materials of any kind relating in any way to the business of Angel Access which are or may be in its possession, custody and control and which are or may be the property of Angel Access whether or not confidential.

Section IV. Miscellaneous

- 1) **Notices.** Any notice under this Agreement shall be given by personal delivery, overnight carrier or by mail, registered or certified, or postage prepaid with return receipt requested. Notices shall be addressed to the parties at the addresses appearing on the signature page of this Agreement.
- 2) **Waiver and Amendment.** This Agreement may be modified, and the terms and conditions of this Agreement may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
- 3) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Georgia (notwithstanding any conflict-of-laws doctrines of Georgia law).
- 4) **Severability.** The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions.
- 5) **Successors: Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No party may assign either this Agreement or any of its rights, interests or obligations under this Agreement without the prior written approval of the other party.
- 6) **Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures had been on one document.
- 7) **Liability for Damages.**

A. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE IMPLEMENTATION OF THE ANGEL ACCESS PROGRAM OR ANY OTHER PROVISION OF THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS.

B. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE POTENTIAL COST SAVINGS EMPLOYER WILL REALIZE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANGEL ACCESS SPECIFICALLY DISCLAIMS ANY WARRANTY REGARDING THE FINANCIAL BENEFIT TO EMPLOYER OF IMPLEMENTING THE ANGEL ACCESS PROGRAM.

- 8) **No Legal Advice.** Angel Access does not employ lawyers and may not offer legal advice. Employer agrees to consult with, and rely on, its attorney with respect to any legal issues relating to the development, implementation or operation of Angel Access.
- 9) **Entire Agreement.** Except for the Nondisclosure Agreement, this agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions and agreements between the parties with respect to the same.

The parties have executed this Agreement effective as of the dates set forth next to their signature.

Angel Access, LLC

5460 McGinnis Village Place

Suite 103

Alpharetta, GA 30005

By: _____

Wendell Strickland, President & CEO

Date: _____

Employer: The City of Villa Rica

By: _____

Name and Title _____

Date: _____

Exhibit A – Employer Acknowledgment of Potential Actions and Termination Situations

This Exhibit A is intended to set forth additional disclosures so that Employer fully understands specific fact patterns that could arise during the term of this Agreement and after termination of the same.

During this engagement, Angel Access intends to educate participants and the employer on its programs and solutions.

While Angel Access offers the full concierge package that performs all of the enrollment and administrative items, participants and the employer from time to time may take certain actions in furtherance of Angel Access's solutions, including but not limited to continuing to utilize the Solutions after termination. For instance, participants may:

- self-enroll in programs previously implemented by Angel Access,
- fill out administrative forms from time to time,
- contact particular vendors or providers, manufacturers, and/or charities and donors directly that were identified by Angel Access or related to the programs implemented by Angel Access, and/or
- exercise independent judgment on particular medicines or treatments.

Angel Access has found that participants and employers are more comfortable with an "open playbook," so Angel Access attempts to educate as much as possible about these processes. Further, Angel Access does not prohibit some of the above actions from occurring during the engagement because to do so would result in participant and employer dissatisfaction.

With the above in mind, Employer acknowledges that the above actions can occur and specifically agrees that any action by the Participant or the Employer (including, but not limited to, those identified above) will not result in a reduction of any fees under this Agreement, and 100% of the fees shall remain payable from the Employer to Angel Access based on savings related to those actions not exceeding 12 months or COBRA election eligibility. Further, if the Services Agreement terminates and the solutions continue to be used, the Employer shall continue to pay Angel Access's Fees for savings achieved per the Agreement (including those due after the Agreement is terminated per the last full paragraph of Paragraph 2 of Section II the Agreement).

Employer's signature below is intended to fully accept and acknowledge the fact pattern described in the terms set forth in this Exhibit A and understands its implications on fees owed under the Agreement.

Employer

By: The City of Villa Rica

By: Signature: _____

Print Name & Title: _____