

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

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

April 9, 2019 | 6:00 PM

Meeting Call to Order (Mayor Jeff Reese)

Invocation (Councilman Danny Carter)

Pledge of Allegiance (Mayor Jeff Reese)

Ceremonial Presentations (Mayor & Council)

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)

A. Governing Body (Mayor Jeff Reese)

1. Approval of Minutes:
 - a. Meeting Minutes of March 26, 2019.

B. Community Development (Bobby Elliott, Director)

1. Alcoholic Beverage License Request for Luther's Bistro LLC d/b/a Brothers Roadhouse
2. Historic Preservation Commission Member Appointment - David Rogers
3. Deed of Dedication Agreement for Library Access Road
4. Utility Cut Patching
5. ORD-01-19: Electric Fence Ordinance Agreement

C. Human Resources (Stephanie Rooks, Manager)

1. Express Employment Services to Source Seasonal Street Department Technicians for 2019

2. Express Employment Services to Source Seasonal Water Distribution Technicians for 2019

D. Public Works (Pete Zorbanos, Director)

1. WWTP-F-550 Crane Service Body

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

1. 2019 West Georgia Jazz Festival Alcohol License Agreement
2. 2019 MILL Amphitheater Sound and Lighting Quotes
3. 2019 Headlining Band Summer Concert - August 10; SOS Band

F. Finance (Sarah Hefty, CFO)

1. Contribution to Carroll County's Public Safety Memorial
2. Wellness Program Implementation - Phase II
3. 2019 Budget Amendments

G. City Manager (Tom Barber)

1. Discussion of Community Revitalization Plan by Walton Communities
2. Discussion of Changes to the Bulk Pickup Ordinance
3. To Approve Changes to the Animal Control Ordinance

Adjournment



CITY OF VILLA RICA

City Council Packet

SUBJECT: Pouring License Restaurant for Luther's LLC

CITY COUNCIL AGENDA DATE: April 9, 2019

DATE: March 28, 2019

PREPARED BY: Nyree Simpson, Licensing and Permitting Specialist

FISCAL IMPACT: None

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To allow applicant to serve alcoholic beverages at Luther's Bistro LLC D/b/a Brothers Roadhouse, 901 S. Carroll Road, Villa Rica, GA 30180

BACKGROUND: The applicant has complied with the Ordinance with regard to the legal notification requirements, and has successfully passed the background check conducted by the Villa Rica Police Department. Also, there are no location zoning restrictions that would hinder the issuance of the license. The applicant was previously approved to serve alcoholic beverages within the establishment. However, the business has undergone reconstruction and therefore requires new approval.

STAFF RECOMMENDATION: Approval

IMPACT: None

MOTION: I make a motion to approve the alcoholic beverage application for Luther's LLC located at 901 S. Carroll Road, Villa Rica, GA 30180.



Public Hearing Date

City Council: April 9, 2019

Request: Pouring License Restaurant for Luther's Bistro LLC dba Brothers Roadhouse

Project Description: Wine, Malt Beverages, and Distilled Spirits Pouring License for Luther's Bistro LLC dba Brothers Roadhouse

Applicant: Luther's Bistro LLC
D/b/a Brothers Roadhouse
Licensee: Adam Luther Anderson
647 Amberwood Drive
Villa Rica, GA 30180

Location: 901 S. Carroll Road, Land Lot 131, 6th District; Carroll County; **Ward 2**

Parcel Number(s): V07-010-0171

Current Zoning: GC (Commercial)

Current Land Use: Restaurant

Location and Zoning Requirements:

The Alcohol Beverage Ordinance regulates location and zoning statues of the property proposed for serving alcohol as follows:

Sec. 3-46. Zoning Restriction

No retail license shall be granted under this chapter unless the premises to be licensed are, at the time the application is approved by the mayor and council, located under the planning and zoning ordinance of the city in a non-residential zoning district subject to the specific limitation of the respective districts.

The subject property is zoned GC (General Commercial).

Sec. 4-70. Proximity Restrictions:

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

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

Sec. 4-29 Investigation; Hearing:

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

Staff Comments:

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

Recommendation:

Planning Staff recommends **Approval** of the request by Luther's Bistro LLC, for Wine, Malt Beverages and Distilled Spirits Pouring License at 901 S. Carroll Road.

Public Response:

The applicant has posted a sign on the premises as well as a notice in the Times-Georgian, notifying the public of the application to obtain an alcoholic beverage license at the location.

Bobby C. Elliott, P.E.
Director of Community Development

Attachments:

1. Application
2. Public Notice of Sworn Statement
3. Affidavit of Publication
4. Commercial Lease



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Historic Preservation Commission Board Application
AGENDA DATE: April 09, 2019

DATE PREPARED: March 29, 2019
PREPARED BY: Bobby C. Elliott

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

PURPOSE: Due to the recent resignation of a member of the Historical Preservation Committee, applications have been accepted for the replacement of the former member.

BACKGROUND: N/A

STAFF RECOMMENDATION: The City Staff recommends that the application for David Rogers be accepted and appointed as the newest member of the HPC.

IMPACT: N/A

MOTION: I make a motion that we appoint David Rogers to the Historic Preservation Commission as the newest member to replace Ken Norton.



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



**APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT**

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

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

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

APPLICANT INFORMATION

Applicant Name: David Lawrence Rogers

Occupation: Licensed Realtor Employer: Keller Williams Realty Consultants

Home Address: 1001 East Bay Springs Drive City: Villa Rica Zip: 30180

Home Phone: () Home E-Mail: 2sillyhotdogs@gmail.com

Work Phone: (678) 287.4847 Work E-Mail: david.rogers@kw.com

Cell Phone: (404) 667.7162 Preferred E-Mail: ☒ Work

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

Small Frontier, LLC and David Rogers Real Estate, LLC (home based registered with Secretary of State) _____

APPLICATION

Page 2 of 4

BOARD OR COMMISSION

- a) Which Board(s) or Commission(s) do you wish to be appointed to? P&Z, VRDA, DDA, Historic Preservation Commission
- b) How long have you been a resident of the City of Villa Rica? 10 Years 3 Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application.
Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☒ No
- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica?
☒ No
- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☒ No

APPLICATION

Page 3 of 4

BOARD OR COMMISSION

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

I am active in the community and wish to serve and contribute at a higher level within the operations of our city. I currently serve on the Atlanta Board of Realtors, Government Affairs Committee (2016- present), Bay Springs HOA, Vice President (2010-present. I have served various positions including President.) I wish to serve with my experience and thoughtful representation for the residents, businesses, and future of The City of Villa Rica. _____

j) Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice? ☒ Yes If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

_____ P&Z, BOA, RAC _____

APPLICANT STATEMENT

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

Signature

David L Rogers
Printed Name

01/03/2019
Date

Please return signed application to: Alisa Doyal, City Clerk
City of Villa Rica

Fax: 770-459-7003

Email: adoyal@villarica.org

571 W. Bankhead Hwy
Villa Rica, GA 30180

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

BOARD AND COMMISSION INFORMATION

Board of Appeals (BOA): The BOA is a quasi-judicial body that provides the public with a final administrative review process for appeals relating to a wide range of City determinations. The Board strives to provide an efficient, fair and expeditious public hearing and decision-making process before an impartial panel as a last step in the City's permit issuance process. The Board hears and decides appeals involving the granting, denial, suspension, or revocation of permits, licenses, and other use entitlements by various City commissions and departments. The granting or denial of variances and other determinations by the P&Z Commission. Term: 3 years | Members: 5

Downtown Development Authority (DDA): The DDA's mission is to oversee the revitalization and redevelopment of the central business district and to develop and promote for the public good and general welfare, trade, commerce, industry and employment opportunities. Members must either own a business or have an economic interest in the downtown. A member of the City Council is permitted to serve on the DDA. Term: 4 years | Members: 7

Historic Preservation Commission (HPC): This six-member commission is appointed by the City Council and administers the historic regulations in the City of Villa Rica. Commissioners review requests for retaining wall grants, revolving loan applications, building permit applications and demolition permit requests. Term: 3 years | Members: 6

Housing Authority Board (HAB): The function and responsibility of the HAB is to plan, develop, and administer a public housing program for the City of Villa Rica. Members are appointed by the Mayor for indefinite terms.

Library Advisory Board (LAB): Acts in an advisory capacity to the branch manager of the Villa Rica Public Library. Members work with the Branch Manager to establish operational policies for the library for approval by the City Council and West Georgia Regional Library System, assist the Branch Manager with the annual budget request to the City Council, adopts bylaws and regulations for internal operations, makes recommendations through the City Manager to the Mayor and City Council concerning the library, solicits donations of money and/or property for the benefit of the library, and represents the library to the community. The City Manager, Branch Manager and WGRL Director serve as nonvoting members. Term: 3 years | Members: 7

Main Street Advisory Board (MSAB): This seven-member Board commission is appointed by the City Council and works to promote and create a thriving central business district in Downtown Villa Rica and along primary entrance corridors into the central downtown business district. Term: 2 years | Members: 7

Planning & Zoning Commission (P&Z): The P&Z advises the City Council in decisions pertaining to amendments to the Comprehensive Plan, the Zoning Ordinance and applications for development. The Commission is charged with developing and maintaining the Comprehensive Plan and submitting the plan and its elements to the City Council. The Commission also reviews and makes recommendations regarding changes to the Comprehensive Plan land use map. The Commission hears, reviews and makes recommendations regarding all applications for subdivision site plans, specific plans and phased and conditional use permit applications. Term: 1 year | Members: 5

Recreation Advisory Commission (RAC): The purpose of the RAC is to make recommendations to the City Council regarding parks and recreation plans, policies, programs and projects. Term: 3 years | Members: 7

Villa Rica Cemetery Committee: Functions include making recommendations to the City Manager on all aspects of the management and operations of the city's cemeteries. Term: 3 years | Members: 6

Villa Rica Development Authority (VRDA): The VRDA exists to provide bond financing for community and economic development projects with a goal of increasing job opportunities within the community, supporting education and health care, and providing housing for underserved communities, all of which benefit the residents of the city of Villa Rica and the state of Georgia. Term: 4 years | Members: 7

PROCEDURES FOR BOARD OR COMMISSION APPOINTMENT

- 1) Approximately four weeks before the end of a Board or Commission term, the City Clerk will notify the Mayor and City Council and the members of the Board or Committee affected of the positions and citizens whose terms will be expiring.
- 2) The City Clerk will cause this information to be posted via the City's website, electronic newsletter or other means to inform the residents in the city. This notice will also include qualifications (if any) to serve. The Mayor and City Council will set the timeframe for the acceptance of applicants.
- 3) Applications may be sent to the City Clerk. The Mayor and City Council may interview candidates at its discretion. The Mayor and City Council retains all responsibilities and rights to select candidates, nominate and confirm appointments as required by the City Charter and Code of Ordinances.
- 4) After any appointment, the new Board or Commission member, as well as the other members of that Board or Commission will receive a letter notifying them of their appointment and be scheduled to be administered an Oath of Office.

Please return signed application to:

Alisa Doyal, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

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

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



CITY OF VILLA RICA

City Council Packet

SUBJECT: Deed of Dedication – WGA Ventures, LLC

CITY COUNCIL AGENDA DATE: April 9, 2019

DATE: March 29, 2019

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

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: WGA Ventures, LLC has requested the City of Villa Rica enter into a Deed of Dedication Agreement to accept an easement drive access to the Villa Rica Public Library as a public dedicated street. For this Dedication, WGA has requested one commercial curb cut be allowed.

BACKGROUND: The driveway access road was established in the easement agreement with Tanner Medical Center when the new Library was constructed. The driveway was built to public street standards and the future maintenance on this drive should be minimum.

STAFF RECOMMENDATION: Staff recommends approval of this Deed of Dedication with the stipulation that the new street be named.

IMPACT: N/A

MOTION: I make a motion that we enter into the Deed of Dedication agreement to accept the easement driveway from WGA Ventures, LLC and designate it as a public street.

After Recording Return to:
Price & Pyles, PC
120 Dixie Street
Carrollton, GA 30117
ATTN: Sam Price

STATE OF GEORGIA
COUNTY OF CARROLL

DEED OF DEDICATION

THIS INDENTURE, made the ____ day of _____, 2019, between

WGA VENTURES, LLC

a Georgia limited liability company, as party or parties of the first part, hereinafter referred to as the "Grantor", and

THE CITY OF VILLA RICA, GEORGIA

a municipality and political subdivision of the State of Georgia as party or parties of the second part, hereinafter referred to as "Grantee" or "City" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH

WHEREAS, the above-named Grantor, as buyer, has entered into a purchase and sale agreement with Tanner Medical Center for the purchase of a 9.64 acre tract of land located within the City of Villa Rica; the preliminary survey of which is marked as Exhibit "A" attached hereto and by record incorporated herein; and

WHEREAS, there is shown on referenced survey a "60' Easement" within which the Grantee has constructed a roadway used by the Grantee for ingress and egress to the City library, said easement area being more particularly described as follows:

**A certain tract or parcel of land lying and being located in the land Lots 192 & 193 of the 6th District, Carroll County, Georgia, and being more particularly described as follows:
TO FIND THE POINT OF BEGINNING, COMMENCE at the intersection of the centerline of State Route 61 with the centerline of Punkintown Road, thence South 65 degrees 36 minutes 22 seconds West for a distance of 1012.98 feet to an iron pin on the South right-of-way of State Route 61 and the TRUE POINT OF BEGINNING; thence South 18 degrees 47 minutes 31 seconds East for a distance of 425.00 feet to an iron pin; thence South 71 degrees 12 minutes 29 seconds West 60.00 feet to a point; thence North 18 degrees 47 minutes 31 seconds West 421.71 feet to an iron pin on the southerly right of way of State Route 61; thence running along said right of way North 68 degrees 03 minutes 55 seconds East 60.09 feet back to the point of beginning.**

WHEREAS, the Grantor understands that Tanner Medical Center (present fee simple title holder of the property over which the easement area is located) has requested that the City of Villa Rica accept a dedication of the sixty foot wide strip as a public street; and

WHEREAS, the above-named Grantor, as the holder of contract rights in the easement area, desires to support this request and does, by this document donate and dedicate its present contract rights in the easement area to the City of Villa Rica for use as a public street within the city; and

WHEREAS, the City has expressed an intention to accept said dedication and is willing to grant to the above-named Grantor one commercial curb-cut off of the city street in the event the Grantor purchases the property from Tanner Medical Center.

NOW THEREFORE,

Grantor, for and in consideration of the mutual benefits flowing between the parties hereto by the dedication of this property for public purposes, and the agreement by the City to permit a minimum of one commercial curb-cut off of the new city street, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee for public purposes and uses, **all of its contractual right, title and interest in the above-described tract and parcel of property** for dedication and use as a public street within the City of Villa Rica, Georgia; so that upon acceptance by Villa Rica, Georgia of a Deed of Dedication from Tanner Medical Center, the above-described property will be dedicated to the public forever in fee simple, for uses and purposes hereinabove stated.

TO HAVE AND TO HOLD the said described premises unto the Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

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

WGA VENTURES, LLC

By: _____ (Seal)

Name: STEVE ADAMS

Title: MANAGER

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

This Deed of Dedication shall not be considered an acceptance of the property by the City of Villa Rica, Georgia as a Public Street or Public Road until the same has been formally accepted by the city. The Road(s) shall be deemed formally accepted as a public street or roadway upon the occurrence of: 1) placement of the signature of either the Mayor or the City Manager of the city, set out below, or, 2) by the placement of the above described property as a Public Street or Public Road on the official Roads Registry for Villa Rica, Georgia.

This Deed of Dedication accepted this _____ day of _____, 2019.

By: _____

Name:

Title:

VILLA RICA COMMUNITY DEVELOPMENT

PLAT APPROVAL

This plat meeting all requirements of the City of Villa Rica is hereby approved for recording.

Community Development Director

Date

RESERVED FOR THE CLERK OF SUPERIOR COURT

LEGEND

- IPF - Iron Pin Found (1/2" Rebar Unless Shown Otherwise)
- IPF1 - 1/2" Rebar w/ Cap #2935
- IPS - Iron Pin Set (1/2" Rebar w/ Cap #2935)
- CMF - Concrete Monument Found
- P.O.C. - Point of Commencement
- P.O.B. - Point of Beginning
- LLC - Land Lot Corner
- LL - Land Lot Line
- R/W - Right of Way
- C/L - Centerline
- OHP - Overhead Power Line
- SS - Sanitary Sewer Manhole
- Utility Pole
- W - Wire Fence
- Chain Link Fence
- Wood Fence

STATE ROUTE 61 (AKA) DALLAS HWY. (VARIABLE R/W)

To the Intersection of the C/L of State Route 61 with the C/L of Punkintown Road.

Now or Formerly
Tanner Medical Center, Inc.
Area being leased by City of Villa Rica
for the Library
This area is shown as directed by
Tanner Medical Center, Inc. Agent

Land Lot 193

Land Lot 192

Note:
This 60' Easement is for use by the
adjoining Library parcel for Ingress, Egress,
and Utilities Installation and maintenance.

GRID NORTH
Georgia West Zone

Now or Formerly
Tanner Medical Center, Inc.
Deed Book 2952 Page 189
Plat Book 85 Page 283

LINE	BEARING	LENGTH
L1	S 71°12'29" W	60.00'
L2	N 68°03'55" E	60.09'
L3	S 17°53'02" E	162.58'
L4	S 65°07'55" E	20.36'
L5	S 69°34'46" W	24.28'
L6	N 17°53'02" W	180.55'
L7	N 17°20'12" E	50.00'

CURVE	LENGTH	RADIUS	CH. BEARING	CHORD
C1	63.36	105.00	N 55°22'33" W	62.40
C2	174.83	2109.17	S 65°26'15" W	174.78
C3	37.03	105.00	S 27°59'10" E	36.84
C4	40.82	4232.79	S 67°47'41" W	40.82
C5	52.58	55.00	N 45°16'25" W	50.60

GENERAL NOTES:

- 1.) SURVEY DONE WITHOUT BENEFIT OF A CURRENT TITLE SEARCH OR COMMITMENT. AS SUCH, LAND USE RESTRICTIONS, SETBACKS, ZONING, EASEMENTS, RIGHTS OF WAY OR OTHER TITLE FACTS MAY EXIST THAT ARE NOT SHOWN.
- 2.) SPECIAL FLOOD HAZARDS DO NOT EXIST FOR SUBJECT PROPERTY PER FIRM MAP 13045C0156D, EFFECTIVE DATE SEPTEMBER 19, 2007.
- 3.) UTILITIES SUCH AS ELECTRIC LINES, WATER LINES, GAS LINES, SANITARY SEWER LINES OR WELLS MAY OR MAY NOT EXIST ON SITE AND MAY OR MAY NOT BE SHOWN HEREON.
- 4.) DATE OF FIELD WORK: JUNE, JULY, 2018
- 5.) CURRENT OWNER & VESTING DEED: TANNER MEDICAL CENTER, INC. - DEED BOOK 5004 PAGE 213 & DEED BOOK 4711 PAGE 291

PIONEER LAND SURVEYING

PREPARED BY:
PIONEER LAND SURVEYING
963 WHOOPIING CREEK ROAD
CARROLLTON, GEORGIA 30116
PHONE: 770-838-1919
FAX: 888-838-7789
Pioneer Land Surveying is
a DBA for PLSW, Inc.
www.plsw.net



SURVEYOR CERTIFICATION:

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned Land Surveyor Certifies that this plat complies with the minimum Technical Standards for Property Surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Surveyor: Lester E. Bell, LS002935

Note:
This 50' Easement is for use by the
subject property for Ingress, Egress, and
Utilities Installation and maintenance.

CLOSURE STATEMENT
The field data upon which this plat is based has a closure precision of one foot in 74,055 feet, and an angular error of 4 sec. per angle point, and was adjusted using the Least Square Method.

This plat has been calculated for closure, and is found to be accurate within one foot in 150,567 feet.

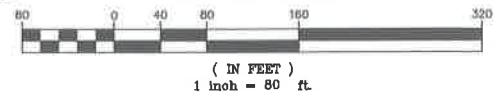
This survey was made using a GEOMAX ZOOM30 Total Station, which reads distances to the nearest 0.007 foot and with direct reading to 5 seconds for angular measurement.

AREA SHOWN:
9.64 ACRES

This Parcel was created by combining Tax Parcels V05 0110008 & V05 0110056 and then dividing off 1.041 Acres as shown on an adjoining plat.

Now or Formerly
Tanner Medical Center, Inc.
Deed Book 1010 Page 281
Plat Book 61 Page 279

GRAPHIC SCALE



SURVEY FOR:

TANNER MEDICAL CENTER, INC.

BEING IN THE CITY OF VILLA RICA
LAND LOTS 192 & 193 - 6th DISTRICT
CARROLL COUNTY - GEORGIA

DATE: JANUARY 31, 2019

REVISIONS

FIELD: JR DRAFTER: LEB PROJECT NO: 218180A2

NOTE: THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED HEREON. THIS FIRM ASSUMES NO LIABILITY TO THE PERSON, PERSONS, OR ENTITY NOT NAMED HEREON, AND ANY USE BY UNPAID PARTIES WILL DO SO AT THEIR OWN RISK.



CITY OF VILLA RICA

City Council Packet

SUBJECT: ORD-01-19- Ordinance to Amend Article 6, Landscaping, Buffers, and Tree Protection, Section 6.07 (B) (2), Electric Fences

CITY COUNCIL AGENDA DATE: April 9, 2019

DATE: March 28, 2019

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

FISCAL IMPACT: None
ANNUAL – N/A
CAPITAL – N/A
OTHER – N/A

FUNDING SOURCE: N/A

PURPOSE: The purpose of this ordinance amendment is to allow Electric Fences in all commercially zoned districts, not just the RD zoning district.

BACKGROUND: We have a request to install an electric fence in a General Commercial zoning district as a deterrent for theft occurring at the local business. The business has a very large equipment storage yard that is enclosed with a six-foot chain link fence. The fence is being cut in the back and theft is occurring. The Electric Fence associated with this change is a low voltage fence explained in the specifications enclosed.

STAFF RECOMMENDATION: There is a definite need for this revision. Staff is recommending approval of this amendment.

IMPACT: N/A

MOTION: I make a motion to approve this revision to the Unified Development Code as presented.



Ordinance: An ordinance for the purpose of amending Article 6, Landscaping, Buffers, and Tree Protection, Section 6.07 (B) (2), Electric Fences of the Unified Development Code, to provide an effective date; and for other purposes.

Article 6 Landscaping, Buffers, and Tree Protection, Section 6.07 (B) (2) Electric Fences; "Electric fences are prohibited except in the RD district.," is hereby revised and supplemented with the following:

Electric Fences are allowed in all commercially zoned districts as well as the Rural Development (RD) district with the following specifications:

A. The construction and use of electric fences shall be allowed in the city only as provided in this section, subject to the following standards:

- 1. IEC Standard 60335-2-76: Unless otherwise specified herein, electric fences shall be constructed or installed in conformance with the specifications set forth in International Electro technical Commission (IEC) Standard No. 60335-2-76.*
- 2. Electrification:*
 - (a) The energizer for electric fences must be driven by a commercial storage battery not to exceed 12 volts DC. The storage battery is charged primarily by a solar panel. However, the solar panel may be augmented by a commercial trickle charger.*
 - (b) The electric charge produced by the fence upon contact shall not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of IEC Standard No. 60335-2-76.*
- 3. Perimeter fence or wall:*
 - (a) No electric fence shall be installed or used unless it is completely surrounded by a non-electrical fence or wall that is not less than five feet.*
- 4. Location: Electric fences shall be permitted on any non-residential outdoor storage areas.*
- 5. Height: Electric fences shall have a height of 10 feet (or 2 feet higher than the perimeter fence whichever is higher).*
- 6. Warning signs: Electric fences shall be clearly identified with warning signs that read: "Warning-Electric Fence" at intervals of not less than sixty feet.*
- 7. Electric fences shall be governed and regulated under burglar alarm regulations and permitted as such.*

B. It shall be unlawful for any person to install, maintain or operate an electric fence in violation of this section.

Public Hearing Date

Planning Commission: April 2, 2019

City Council: April 9, 2019

Executive Summary: Staff has noted that the Unified Development Code only allows electric fences in Rural Development (RD) zoning districts. In reality, commercially zoned properties, particularly outside storage areas have the need for electric fences.

Recommendations: Staff is recommending that Article 6, Landscaping, Buffers, and Tree Protection, Section 6.07 (B) (2), Electric Fences of the Unified Development Code be amended to include ordinance changes listed above.

Public Notifications: As required by *Article 2, Section 2.01* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* on March 14, 2019.

Bobby C. Elliott, P.E.
Director of Community Development

Attachments: Text Amendment Request



The #1 Theft Deterrent Service in the U.S.

**550 Assembly St., 5th Floor
Columbia, SC 29201**

Phone: (803) 404-6186 | Fax: (803) 404-5378

March 5, 2019

Bobby C. Elliott, P.E., Community Development Director and City Engineer
City of Villa Rica
571 W Bankhead Hwy
Villa Rica, GA 30180
678-840-1213

**FORMAL REQUEST FOR AMENDMENT TO THE UNIFIED DEVELOPMENT CODE TO
ALLOW ELECTRIC FENCES IN THE PLANNED DEVELOPMENT ZONING DISTRICT**

Mr. Bobby C. Elliott:

Please accept this letter as our formal request/petition to amend the Unified Development Code to allow electric fences in the Planned Development zoning district. Attached to this request is our model ordinance that we encourage the city to consider using as a starting point as it has a variety of facets which ensure safe systems to protect the good folks of Villa Rica from potentially unsafe systems. We look forward to working with Villa Rica in this endeavor to create a much needed safe solution for businesses to protect themselves from crime.

Respectfully,

Donald McLellan
Electric Guard Dog, LLC
550 Assembly St., 5th Floor, Columbia, SC 29201
Direct Phone: 803-404-6186 | Main Phone: 803-786-6333 | Fax: 803-404-5378
Email: dmclellan@electricguarddog.com
Website: <http://www.electricguarddog.com>

MODEL ELECTRIC FENCE ORDINANCE

A. The construction and use of electric fences shall be allowed in the city only as provided in this section, subject to the following standards:

1. IEC Standard 60335-2-76: Unless otherwise specified herein, electric fences shall be constructed or installed in conformance with the specifications set forth in International Electro technical Commission (IEC) Standard No. 60335-2-76.
2. Electrification:
 - (a) The energizer for electric fences must be driven by a commercial storage battery not to exceed 12 volts DC. The storage battery is charged primarily by a solar panel. However the solar panel may be augmented by a commercial trickle charger.
 - (b) The electric charge produced by the fence upon contact shall not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of IEC Standard No. 60335-2-76.
3. Perimeter fence or wall:
 - (a) No electric fence shall be installed or used unless it is completely surrounded by a non-electrical fence or wall that is not less than five feet.
4. Location: Electric fences shall be permitted on any non-residential outdoor storage areas.
5. Height: Electric fences shall have a height of 10 feet (or 2 feet higher than the perimeter fence whichever is higher).
6. Warning signs: Electric fences shall be clearly identified with warning signs that read: "Warning-Electric Fence" at intervals of not less than sixty feet.
7. Electric fences shall be governed and regulated under burglar alarm regulations and permitted as such.

B. It shall be unlawful for any person to install, maintain or operate an electric fence in violation of this section.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approve utilizing Express Employment Services to source Seasonal Street Department Technicians for 2019

AGENDA DATE: 4/9/2019

DATE PREPARED: 3/27/2019

PREPARED BY: Stephanie Rooks

AMOUNT: \$60,988 – 3,252 hours

GL ACCOUNT #: 100-4210

FUNDING SOURCE: Operating

BUDGETED ITEM? Yes in Departmental Personnel Services

PURPOSE: To approve Staffing Agreement between The City of Villa Rica and Express Employment Professionals to source three (3) Seasonal Street Department Technicians.

BACKGROUND: The City of Villa Rica requires the use of seasonal employees during the spring, summer, early fall to assist the Streets Department in the upkeep of grounds. The positions require manual labor to cut grass around public buildings and right-of-ways; operate weed eater and other grounds maintenance equipment. These positions are seasonal, work a 40-hour work week and are not eligible for benefits. Sourcing qualified temporary candidates for this level of work has proven difficult. Express Employment Professionals were contacted to consider sourcing candidates. Service rates include advertising/recruiting, screening, payroll administration, worker's compensation insurance, and taxes at a cost of \$18.75 per hour worked for each placed employee.

STAFF RECOMMENDATION: Approve the Staffing Agreement between The City of Villa Rica and Express Employment Professionals to source seasonal candidates.

IMPACT: Reduced cost associated with recruiting/screening candidates. Faster placement of seasonal employees.

MOTION: I make a motion to approve the use of Express Employment Professional Services to place applicants into the three current Seasonal Street Department Technician positions.

At Express Services, Inc. (Express) dba Express Employment Professionals (referred to as "Express," "Us," "We," or "Our"), we make it easy for you to do business with Us. The first step to establishing a successful staffing relationship is to ensure a clear understanding of each party's responsibilities. We appreciate your business and look forward to the opportunity to support you with outstanding professional employment services in consideration of your agreement to the following terms and conditions:

1. We hire associates as Express employees, and provide all wages, taxes, withholding, workers' compensation, and unemployment insurance. We recruit and assign associates to you to perform only the job duties you specify. You agree not to change the specified duties or the assigned workplace of the associate.
2. Express complies with all federal, state, and local employment laws and regulations, as applicable. You agree to provide Our associates with a safe, suitable workplace and equipment, provide all legally-mandated meal and rest breaks, and to comply with all applicable federal, state, and local employment laws including appropriate workplace-specific safety and health training that adequately addresses potential hazards at your worksite.
3. You agree to safeguard and protect any private information regarding Express employees to which you gain access, including biometric information, and agree to abide by any applicable laws addressing the collection, use, storage, or protection of private and/or biometric information. You also agree to defend, indemnify, and hold Express harmless from any loss, cost, claim, or damage, including costs and attorney fees, (collectively "Loss" or "Losses") resulting from your failure to abide by the laws addressing the collection, use, storage, or protection of private and/or biometric information and/or unauthorized uses of said information and hold Express harmless from any Loss resulting from your non-compliance with all current and future applicable federal, state, and local laws and regulations including, but without limitation, sick leave, vacation, wage and hour, and meal and rest breaks. Express pays associates promptly, based on information approved by you. You agree to pay the charges and any applicable sales tax based on the timecard or other mutually acceptable recording method by the invoice due date.
4. The bill rates charged by Express are specific to office location and may vary from Express office to Express office and are subject to change based upon federal, state or local laws that provide benefits to our associates or upon prior notice. A service charge of 1.5% per month (18% per annum) may be assessed on charges remaining unpaid 30 days after the invoice date. We are entitled to reasonable collection fees, attorney fees, and other expenses incurred to collect all charges on your account(s).
5. We provide insurance policies to cover Express for Workers' Compensation, and Employers Liability Parts A & B claims by Express associates against Express in an amount not less than \$1,000,000 per occurrence and provide Commercial General Liability, Fidelity Bond, Errors and Omissions, and Hired/Non-Owned Automobile coverage in an amount not less than \$1,000,000 per occurrence.
6. You agree that you will not request or allow Our associates to offer professional opinions concerning any financial audits, certifications or financial statements, SEC filings, or provide management consulting or financial advice, nor will Our associates be permitted sign-off authority for architectural or engineering projects or construction or other cost estimates.
7. If Our associates have access to unattended premises or the care, custody, or control of cash, checks, credit card numbers, ATM bank cards, negotiables, confidential information, trade secrets, or other valuable property, then you agree to defend, indemnify, and hold Us harmless from any resulting Loss.
8. Express will only provide associates for positions operating a motor vehicle, forklift, or other motorized mobile equipment if notified in writing prior to an assignment. We must know in advance, so We can assign associates who are qualified to meet your specifications. During an assignment, if Our associate operates a motor vehicle, forklift, or any other motorized mobile equipment, you agree to maintain liability insurance for any such motorized equipment and to defend, indemnify, and hold Us harmless for bodily injury, property damage, fire, theft, collision, public liability claims, or other Loss, regardless of fault.
9. You will supervise, direct, and control the work performed by Express associates, and assume responsibility for all work product and operational results, including personal injury to a third party or your agents or employees, losses or damage to property or data in the care, custody, or control of an Express associate. You agree to defend, indemnify, and hold Us harmless from any Loss, including costs and attorney fees, (collectively "Loss" or "Losses") that may be caused by breach of this Agreement and/or by your negligence or misconduct, and agree on behalf of your insurer(s) to waive all rights of recovery (subrogation) against Us.
10. In addition to Our duties and responsibilities set forth herein, Express, as the common-law employer, has the right to physically inspect the worksite and work processes; to review and address, unilaterally or in coordination with you, the associates' work performance issues; and to enforce Our employment policies relating to associates' conduct at the worksite.
11. We offer an evaluation hire program designed to provide you with associates on a trial basis prior to converting them to your payroll. To take advantage of Our evaluation hire program, you agree to negotiate a pre-determined trial period or fee prior to an associate's assignment to you.
12. Express will, at your written request, conduct criminal history checks based on your targeted screening criteria, motor vehicle record checks, and drug screens as permitted by federal, state, and local laws and regulations. The costs vary depending upon the specific test or report ordered and the charges will be agreed upon prior to ordering the tests and/or reports.
13. If you have an Express associate on an assignment and determine you would like to hire the associate onto your payroll, you may do so by paying a transfer fee of up to 30% of the associate's expected annual salary, provided all invoices are current.
14. You agree, for a period of 180 days from the date of introduction or last date on assignment, whichever is later, not to hire directly or use Express associates through another staffing firm without paying a liquidation fee of 30% of the Express associate's expected annual compensation, unless otherwise agreed to by Us in writing.

Thank you for your business. We look forward to a mutually beneficial relationship.

Company: _____

Date: _____

Agent's Name (please print): _____

Title: _____

Agent's Signature: _____

With Express, you get all the advantages of both an independent locally owned and operated service and an international service without the disadvantages of either.

Our Service:

- Allows you to focus on your core business functions
- Increases your productivity and profitability
- Provides you with a larger pool of qualified candidates
- Allows you to evaluate candidates on-the-job
- Helps you with peak production periods
- Gives you the staffing and HR expertise you need
- Is ISO registered
- Offers testing and training for all associates
- Has thorough employee selection process
- Is locally owned and operated
- Offers International support with over 35 years of experience
- Keeps jobs in the community
- Keeps tax dollars in the community

While working for Express, our associates can also become eligible for a variety of benefits*:

- Referral bonuses
- Medical, Dental, Vision plans
- Short-term disability
- Direct deposit
- Holiday pay and Vacation pay (6 days observed)
- Scholarship program
- Safety incentives
- Life insurance

*Express associates may be required to work a specified number of hours and/or weeks before they become eligible for some benefits.

Service Rate: \$18.75/hr

***Your Service Rate includes:**

- Advertising and Recruiting
- Candidate pre-screening
- In-depth interviews
- Appropriate skill assessments
- Employment verification
- Reference checks
- The option of background checks
- Drug testing
- Payroll Administration
- W2 administration
- Workers' compensation burden
- Unemployment burden
- Associate benefit burden
- FICA
- FUI
- SUI

Evaluation Hire

We offer an evaluation hire program that allows you to hire our associates after 720 hours of paid work.

Payment Terms

We pay the associates weekly. You agree to pay us the bill rate indicated above within 15 days of each week worked.

Client Signature

Express Signature



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approve utilizing Express Employment Services to source Seasonal Water Distribution Technicians for 2019

AGENDA DATE: 4/9/2019

DATE PREPARED: 3/27/2019

PREPARED BY: Stephanie Rooks

AMOUNT: \$30,492 – 1,626 hours

GL ACCOUNT #: 505-4440

FUNDING SOURCE: Operating

BUDGETED ITEM? Yes in Departmental Personnel Services

PURPOSE: To approve Staffing Agreement between The City of Villa Rica and Express Employment Professionals to source two (2) Seasonal Water Distribution Technicians.

BACKGROUND: The City of Villa Rica requires the use of seasonal employees during the spring, summer, early fall to assist the Water Distribution Department in the upkeep of grounds. The positions require manual labor to cut grass around public buildings and right-of-ways; operate weed eater and other grounds maintenance equipment. These positions are seasonal, work a 40-hour work week and are not eligible for benefits. Sourcing qualified temporary candidates for this level of work has proven difficult. Express Employment Professionals were contacted to consider sourcing candidates. Service rates include advertising/recruiting, screening, payroll administration, worker's compensation insurance, and taxes at a cost of \$18.75 per hour worked for each placed employee.

STAFF RECOMMENDATION: Approve the Staffing Agreement between The City of Villa Rica and Express Employment Professionals to source seasonal candidates.

IMPACT: Reduced cost associated with recruiting/screening candidates. Faster placement of seasonal employees.

MOTION: I make a motion to approve the use of Express Employment Professional Services to place applicants into the current Seasonal Water Distribution Technician positions.

At Express Services, Inc. (Express) dba Express Employment Professionals (referred to as "Express," "Us," "We," or "Our"), we make it easy for you to do business with Us. The first step to establishing a successful staffing relationship is to ensure a clear understanding of each party's responsibilities. We appreciate your business and look forward to the opportunity to support you with outstanding professional employment services in consideration of your agreement to the following terms and conditions:

1. We hire associates as Express employees, and provide all wages, taxes, withholding, workers' compensation, and unemployment insurance. We recruit and assign associates to you to perform only the job duties you specify. You agree not to change the specified duties or the assigned workplace of the associate.
2. Express complies with all federal, state, and local employment laws and regulations, as applicable. You agree to provide Our associates with a safe, suitable workplace and equipment, provide all legally-mandated meal and rest breaks, and to comply with all applicable federal, state, and local employment laws including appropriate workplace-specific safety and health training that adequately addresses potential hazards at your worksite.
3. You agree to safeguard and protect any private information regarding Express employees to which you gain access, including biometric information, and agree to abide by any applicable laws addressing the collection, use, storage, or protection of private and/or biometric information. You also agree to defend, indemnify, and hold Express harmless from any loss, cost, claim, or damage, including costs and attorney fees, (collectively "Loss" or "Losses") resulting from your failure to abide by the laws addressing the collection, use, storage, or protection of private and/or biometric information and/or unauthorized uses of said information and hold Express harmless from any Loss resulting from your non-compliance with all current and future applicable federal, state, and local laws and regulations including, but without limitation, sick leave, vacation, wage and hour, and meal and rest breaks. Express pays associates promptly, based on information approved by you. You agree to pay the charges and any applicable sales tax based on the timecard or other mutually acceptable recording method by the invoice due date.
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6. You agree that you will not request or allow Our associates to offer professional opinions concerning any financial audits, certifications or financial statements, SEC filings, or provide management consulting or financial advice, nor will Our associates be permitted sign-off authority for architectural or engineering projects or construction or other cost estimates.
7. If Our associates have access to unattended premises or the care, custody, or control of cash, checks, credit card numbers, ATM bank cards, negotiables, confidential information, trade secrets, or other valuable property, then you agree to defend, indemnify, and hold Us harmless from any resulting Loss.
8. Express will only provide associates for positions operating a motor vehicle, forklift, or other motorized mobile equipment if notified in writing prior to an assignment. We must know in advance, so We can assign associates who are qualified to meet your specifications. During an assignment, if Our associate operates a motor vehicle, forklift, or any other motorized mobile equipment, you agree to maintain liability insurance for any such motorized equipment and to defend, indemnify, and hold Us harmless for bodily injury, property damage, fire, theft, collision, public liability claims, or other Loss, regardless of fault.
9. You will supervise, direct, and control the work performed by Express associates, and assume responsibility for all work product and operational results, including personal injury to a third party or your agents or employees, losses or damage to property or data in the care, custody, or control of an Express associate. You agree to defend, indemnify, and hold Us harmless from any Loss, including costs and attorney fees, (collectively "Loss" or "Losses") that may be caused by breach of this Agreement and/or by your negligence or misconduct, and agree on behalf of your insurer(s) to waive all rights of recovery (subrogation) against Us.
10. In addition to Our duties and responsibilities set forth herein, Express, as the common-law employer, has the right to physically inspect the worksite and work processes; to review and address, unilaterally or in coordination with you, the associates' work performance issues; and to enforce Our employment policies relating to associates' conduct at the worksite.
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- Allows you to evaluate candidates on-the-job
- Helps you with peak production periods
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- Keeps tax dollars in the community

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- In-depth interviews
- Appropriate skill assessments
- Employment verification
- Reference checks
- The option of background checks
- Drug testing
- Payroll Administration
- W2 administration
- Workers' compensation burden
- Unemployment burden
- Associate benefit burden
- FICA
- FUI
- SUI

Evaluation Hire

We offer an evaluation hire program that allows you to hire our associates after 720 hours of paid work.

Payment Terms

We pay the associates weekly. You agree to pay us the bill rate indicated above within 15 days of each week worked.

Client Signature

Express Signature



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: WWTP F-550 crane service body
AGENDA DATE: April 9th

DATE PREPARED: March 28, 2019
PREPARED BY: Nic Griffin

AMOUNT: \$67,584.00
GL ACCOUNT 505-4330-542500
FUNDING SOURCE: WS
BUDGETED ITEM? Yes

PURPOSE: To provide the Waste water treatment plant employees with a service body and crane that will be adequate for the job demands that the department encounters.

BACKGROUND: Currently we have a 2002 Ford F-550 equipped with an old crane and body system that is dated and not always reliable. The current unit also does not always perform the duties that are required of the crane. Originally, the requested \$90,000 budgeted was approved to purchase a cab/chassis with a service body and crane. Staff would like to re-allocate that money to up-fit the existing F-550 instead of purchasing new. This will save and possibly leave money to use on up-fitting an additional vehicle we have in our fleet.

STAFF RECOMMENDATION: Staff recommends that we purchase a Maintainer service body from West Georgia Mobile Hydraulic. After obtaining three bids from two different vendors, the department would like to go with this specific brand. It is not the lowest bid but it is the best price for the quality of equipment we are asking to purchase. That being said, we will be under budget by \$22,416.00. West Georgia Mobile Hydraulic is also a local business. Purchasing this equipment locally will allow staff to have maintenance and repairs done at a shop that is close by. This company will also give us a \$3,500 credit towards the purchase for our old unit that is currently equipped.

IMPACT: Allowing staff to up-fit this vehicle with new equipment will allow the WWTP department to perform their maintenance duties of lift stations at a greater pace, give them safer work conditions, and also provide equipment suitable for the job at hand.

MOTION: I make a motion to allow staff to purchase a Maintainer service body and crane unit from West Georgia Mobile Hydraulic for the amount of \$67,584.00.

WEST GEORGIA MOBILE HYDRAULIC INC

Customer: West Georgia Mobile
Hydraulics

PO Box 266
98 Edge Rd
Villa Rica GA 30180

Contact: Tony Ashley
Phone: 770-459-2998
Mobile: non listed
Email: tonywgmh bellsouth.net

End User: Villa Rica, City of
Body Type: H70241T-1-084
Chassis: Ford F-550 manual trans Dsl

Quote Date: 12/11/2018
Quote valid until: 1/10/2019
Salesperson: TONY ASHELY
Quote Number: SWT1040-1

Notes: QUOTE #2

QTY	DESCRIPTION	NOTE
	Maintainer Service Bod With Crane	
	Maintainer Bod	
1	MTS-I -084, 52" High X 23" Deep Compartments, 11' Long Body, 14 / 12 Ga. Body with 14-gauge deckplate compartment tops & back, 44" x 21 " wheel well opening, fuel fill(s) recessed into body side rail. Galvanneal body includes Cabinets with reinforced floors, clean out drains and adjustable aluminum shelving package (250 lb. capacity), 3/16" Aluminum doors with Three Point D-ring door latches and gas spring door holders, 49"W center deck floor is 1/8" diamond plate. Also includes wheel skirting, front body bulkhead, rear 10" tall hinge down tailgate, mud flaps, rear body grab handles, ICC recessed LED lights & reflectors, includes 2 rear oval strobes (Buyers SL66CA) 97dB backup alarm, and Mini I.C.C. safety kit (2.5 lb ABC fire extinguisher & hazard reflectors). Bod rimed and undercoated, s latter-coatin on com artment interiors.	
0.5	Feet of "Standard Compartment" for I-Ton body, with 14 gauge deck-plate compartment top & back	11' 6" body length 30" wide rear com ts.
1	Tall Tower Crane reinforcement for MTS 1 or 2 ton service body (up to 75,000 ft*lb) NOTE: For individual crane equipment & accessory items ie. adj. boom saddle, outrigger pkgs., body levelin k s., h d. k s. to o erate a crane or other h d. drive com onents - Contact Facto	
1	Ship-out body with PTO driven hydraulic pump (Not factory installed) Note: Body and all applicable components shipped to dealer / customer's location MAINTAINER IS NOT INSTALLING BODY ON CHASSIS	
	----- Com artment E ui ment & Accessories -----	
1	Tall / Act bottle stora e w/ratchet stra , vents, "J" hks. & reinforced floor	

11.5	Feet of Master Compartment Locking System for steel body. Spring loaded with padlock guards for both side acks	
	--- H draulic Power Packa e -----	
1	Closed center LS hydraulic power package, includes air shift PTO (requires chassis air system) Includes: um , std oil reservoir with in-tank filter, vented fill ca , si t au e	
	----- Crane E ui ment & Accessories -----	
1	H7024TT Crane 7,000 lb max capacity (45, 100 ft*lb) with hydraulic extend hex-boom I I '-24' Crane includes a true independent proportional wireless remote, holder with storage sensor, indicator light & external antenna, ACC, gear winch, crane hour meter, engine start/stop, A2B, overload system, holding valves & load block with non-live-swivel safety hook. Paint note: Ship-out crane-only: Requires additional paint charge Crane installed on bod : No additional aint char e unless different color than bod	

QTY	DESCRIPTION	NOTE
1	Crane remote programmed to have crane remote minimums set at 500mA Note: A 50% setting on the remote will react like a 25% setting The crane remote will not function when set to 25%	
1	Install hydraulic crane on bod - includes boom saddle, and valve well with HD reinforced cover	
	Outriggers & Accessories	
1	Outriggers for cranes up to 45, 100 ft*lb, hydraulic up/down rear outriggers (2) with hydraulic extend in/out on crane side 30" extend)	
	Chassis Equipment & Accessories	
1	Bod leveling revisions included	
1	Electronic engine speed control - computer set - electronic engine	
	Welder / Generator / Inverter / Power Equipment	
1	Mounting angles	
	Air Compressor Equipment & Accessories -	
1	No Compressor Selected	
	Lighting / Electrical Equipment & Accessories	
1	~Exterior 112v LED flood light . 1- term/ 1-remote	
4	12v LED flood light	
1	—Exterior 12v LED flood light on crane boom tie (2-Lights) on pivot bracket	
7	Interior 12 v. LED strip light (can be used in O/A compartments)	
4	Led Strobe lights	
	Painting Equipment & Accessories	
11.5	Feet of unit painted urethane "White" color. Not a base coat/clear coat or Metallic Note: Includes protective spray covering on compartment fronts, bottom door frames, outside area around wheel wells, outer vertical outrigger tubes, rear bumper face & step surface Note: Due to variations in OEM paint products and application methods, Maintainer cannot guarantee a perfect paint match on color Note: For colors other than white additional charges will be required	
11.5	Feet of Protective Spray Covering - MTS - cargo center deck, compartment tops & sides, front bulkhead, tailgate & extension, bumper and/or workbench area	
	- Roll-Out drawer and Tray Equipment & Accessories	
1	AquaLock (5) drawer aluminum set 18"W x 18"D x (5)-4"H, (300 lb. cap. per drawer) Includes top shelf 7" bottom space, overall height 30", #013225, Installed	

	(1) Permanent Front-to-Back divider, (4) Removable Side-to-Side Dividers	
1	A)uaLock (7) drawer aluminum set 29" W x 18"D x (1)-7", (3)-5", (3)-3"H, (300 lb. cap. per drawer) Includes top shelf 7" bottom space, overall height 41.50", #020017, Installed (2) Permanent Side-to-Side Dividers, Removable Front-to-Back Dividers	
	Center Deck E u i ment & Accessories	
4	Flush mount "D" rin tie-downs in bed floor #003217, each	
	----- Rear Bum er & Accessories -----	
1	26" steel workbench bumper with recessed step on one side, 2 side storage compartments Includes a single mounting pocket for an optional vise / grinder mounting plate Includes: 2 grab handles and strip light for recessed step safety, transverse bar storage (75" long, flush with floor), doors on both sides. Includes a stainless steel rear bumper shell Note: Hitch and trailer lu to be uoted se aratel	
1	Class IV hitch receiver - 2" receiver - rated at 1,500 lbs. vert. 10,000 lbs. MGTW Note: customer is responsible to verify tow rating of chassis and available GVWR/GCWR remaining after loadin of bod and all other items.	
1	Trailer lu -in 7- ron flat blade #007486 (RV s le)	

2

Quote Number: SWT1040-1

QTY	DESCRIPTION	NOTE
	Miscellaneous E u i ment & Accessories	
1	Vise / der removable mountin late HD, includes drain slots in late	
1	Parts and service manual inder/ a er version)	
PRICING DOES NOT INCLUDE PRICE OF BODY INSALLED ON FREIGHT CUSTOMERS CHASSIS:		\$68,584.00
FREIGHT ESTIMATE: \$2,500.00		

Terms and Conditions:

- o All prices are F.O.B. Sheldon, IA & in USD; delivery charges to be determined. This quote does not include any applicable local, state or (F.E.T) federal taxes. Payment in full is required on delivery.
- o Ex-factory delivery is 240-330 days after receipt of order with full order information subject to prior sales and chassis availability.
- o Maintainer reserves the right to make changes and/or substitute components and product is subject to change without notice; Maintainer is not responsible for any Local, State, Federal or other regulations that maybe pertinent to quote/order.
- o The information contained in this quote, and all supporting documentation is confidential and may only be used by Maintainer, our dealer and/or the customer listed on this quote.
- o We assume no liability for damage due to theft, vandalism, fire, weather, disaster, or damage due to gradual deterioration or inherent defect in such property.
- o We assume no liability for damage any kind during the storage of your chassis or parts on our premises while awaiting modification or installation. The storage location of the property shall be determined by Maintainer in its discretion.
- o Exception to above is when directly attributable to our own gross negligence in moving or modifying chassis or parts, and in that event only to the extent of the wholesale used value of the chassis or parts as of the date of storage.

o Thank you for your interest in WGMH's products and the opportunity to quote you. If you have any questions, please feel free to contact us at 770-459-2998. o HAVE A BLESSED DAY o TONY ASHLEY / SALES

3

WEST GEORGIA MOBILE HYDRAULICS, INC.
98 EDGE ROAD
P.O. BOX 266
VILLA RICA, GEORGIA 30180
770-459-2998 FAX 770-459-2956
tonywgmh@bellsouth.net

MARCH 26, 2019

CITY OF VILLA RICA
DEAN ZEIGLER
404-548-7000 d ei le
villarica.or

TRADE IN PAL-FINGER

1- WEST GEORGIA MOBILE WILL ALLOW \$3,500.00 OFF THE PRICE OF THE NEW MAINTAINER BODYAND CRANE QUOTE #1040-1, FOR THE TRADE IN OF THE PAL-FINGER CRANE MODEL PK-6001.

IF YOU HA VE ANY QUESTIONS PLEASE FEEL FREE TO CONTACT US AT 770-459-2998

HA VE A BLESSED DAY,
SINCERELY,

TONYASHLEY/ SALES

CHEAOKEE

TRUCK EQUIPMENT,
LLC

550 Discovery Place.
Mableton, GA 30126
Phone: (770) 819-9146
Fax: (770)-819-9184

2-18-19

Quote#1174

City of Villa Rica GA

We are pleased to offer, for your consideration, the following quote, with installation, and shipped direct to Mableton, GA.

Provide and install one (1) Auto Crane 1 lft Titan 38 crane body and HC7 crane on customer provided 19,000lbs GVWR chassis with 84 ca and automatic transmission. Includes;

Oxy/acc compartment

Master lock system

LED body lights

Bed liner

7 drawer tool box in SSF compartment 7

drawer tool box in SS 2nd compartment

Hydraulic outriggers

7000lbs crane

Remote control with engine start/stop

PTO and hydraulic pump

Rear bumper with receiver hitch and 7 blade plug

Hydraulic air compressor

FLR unit

1/2' x50ft hose reel

Hydraulic reservoir

Air tank

Two strobes in grill and two on rear of body

One clear light mounted under bumper to shine on rear step

One remote spot light mounted on body top

Fire extinguisher

Back up alarm

Total, FOB Mableton, GA

Total \$64 800.00

OPTIONAL:

Upgrade crane to 30ft reach- Model HC7X	\$1300.00
Remove platform body from current unit	\$546.00

Thank you for allowing Cherokee Truck Equipment to quote you on this equipment. If I can be of any assistance, please don't hesitate to call.

Sincerely,

Eric Eubanks
Territory Sales Manager North GA
Cherokee Truck Equipment LLC
Eric.eubanks@cherokeetruck.com
770-819-9146 (O)
404-710-0344# (C)

This quote is good for 30 days from the above stated date. There has been no applicable taxes applied to this quote. All orders are COD without an approved Cherokee Truck Equipment billing account. All credit and debit card payments are subject to additional processing fees incurred by Cherokee Truck Equipment, up to 3% of total amount due.

Terms and Conditions of Sale

1. Orders. All customer ("Customer") orders are subject to acceptance or rejection by Cherokee Truck Equipment, LLC (Cherokee). No orders may be changed in any manner, without the prior written consent of Cherokee.
2. Cancellation. After acceptance, orders may not be cancelled without Cherokee's written consent, terms that will compensate Cherokee fully for any loss or damage sustained by Cherokee, or third party providers, as a result of such cancellation.
3. Performance. Customer acknowledges that Cherokee cannot be responsible for production delays of the chassis manufacturer, body manufacturer, equipment manufacturer or any other third party provider of materials, parts, suppliers or services, which are not under Cherokee's direction or control. Therefore, Customer agrees that Cherokee will not be liable for damages of any kind resulting from performance or delivery delays occasioned by or attributable to such third parties. In addition, Cherokee will not be liable for damages of any kind arising from failure to complete performance of this agreement in accordance with its terms (including delivery date) if such failure is due to wars, strikes, floods, fires, accidents, delays in transportation or other acts of force majeure, or other causes beyond Cherokee's reasonable control.
4. Prices. Cherokee bases its contract price upon the prices quoted by Cherokee's suppliers and manufacturers. All orders are subject to a pass-through to Customer of any price increase imposed on Cherokee by Cherokee's manufacturers or suppliers.
5. Payment. Payment is due, in full, upon delivery of vehicle and/or equipment, unless alternate arrangements have been made and documented, in writing, by Cherokee. All orders paid for with credit / debit card are subject to credit card processing fees of 3% of total order amount. If for any reason Customer defaults in any payment owed to Cherokee, Customer agrees to be responsible for all costs incurred by Cherokee in collecting any outstanding accounts, including but not limited to, collection agency fees, filing fees, court costs, expenses and reasonable attorney fees. In addition, any invoice not paid in full within thirty (30) days from invoice date shall bear interest at the rate of 1 1/2 % per month (18% per annum), or the maximum allowed by law, whichever is less.
6. Mounting Prices. It is the Customers responsibility to provide Cherokee a chassis that meets the specifications published by Cherokee's suppliers. Mounting prices assume normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, gas tanks, mufflers, air tanks, etc. will be an additional charge to be billed at the standard supplier factory

labor rate.

7. No Express Warranty/Disclaimer of Implied Warranties. Cherokee makes no warranty with respect to products or component parts manufactured by others and supplied to Cherokee by such third parties. The only warranties offered with respect to such products or parts, if any, are those offered by the manufacturer of such products or parts. In addition, CHEROKEE
DISCLAIMS

ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Cherokee disclaims any liability for loss of product, profits, time or any other direct or indirect or consequential losses, damages (including property damages, personal injuries or death) or any damages resulting from delay in performance. No employee or representative of Cherokee is authorized to change this warranty disclaimer or in any way to grant any warranty on behalf of Cherokee.

8. Effective January 1, 2019 all customers will be charged drive time and mileage on all warranty road calls. Drive time is \$50 an hour, round trip, per technician and mileage is \$1.50 a mile round trip. Diagnostic labor will be evaluated at that time as to whether the customer or the warranty vendor will be charged. A credit card or PO will be required for all on-site warranty diagnostics and repair.
9. Choice of Law and Venue. These terms and conditions shall be governed by and construed in accordance with the laws of the State of Tennessee. Any claim against Cherokee arising from or related to these Terms and Conditions, or the underlying sale to which these Terms and Conditions apply, must be filed and adjudicated in a court of competent jurisdiction in Hamilton County, Tennessee, or the United States District Court for the Eastern District of Tennessee.
10. Amendment. Cherokee may rescind, amend, modify or otherwise alter these Terms and Conditions in Cherokee's sole discretion. The applicable terms and conditions of any sale by Cherokee shall be those attached to and made part of Cherokee's Order Acknowledgement, Invoice, or Delivery Receipt with respect to such sale.
11. Entire Agreement. The Order Acknowledgement, Invoice or Delivery Receipt to which these terms and conditions are attached, together with these Terms and Conditions, contain the complete and final agreement between the parties hereto

with respect to the sale and purchase transaction embodied herein, and no Customer-supplied purchase order terms, verbal agreements or other agreement, in any way modifying any of these Terms and Conditions, will be binding on Cherokee unless agreed to in writing by an authorized representative of Cherokee.

Accepted By:(signature)

Company:

Name:(Printed)

Date:



550 Discovery Place.
Mableton, GA 30126
Phone: (770) 819-9146
Fax: (770)-819-9184

2-18-19

Quote#1174

City of Villa Rica GA

We are pleased to offer, for your consideration, the following quote, with installation, and shipped direct to Mableton, GA.

Provide and install one (1) Stellar TMAX crane body and 7621 crane on customer provided 19,0001bs GVWR chassis with 84 ca and automatic transmission.

Includes;

Oxy/acc compartment

Master lock system

LED body lights

Bed liner

7 drawer tool box in SSF compartment

7 drawer tool box in SS 2nd compartment

Hydraulic outriggers

70001bs crane

Remote control with engine start/stop

PTO and hydraulic pump

Rear bumper with receiver hitch and 7 blade plug

Hydraulic air compressor

FLR unit

1/2' x50ft hose reel

Hydraulic reservoir

Air tank

Two strobes in grill and two mounted on rear of body

One clear light mounted under bumper to shine on rear step

One remote spot light mounted on body top

Fire extinguisher

Back up alarm

Total, FOB Mableton, GA

Total \$67 250.00

OPTIONAL:

Upgrade crane to 30ft reach- Model 7630

\$1300.00

Remove platform body from current unit

\$546.00

Thank you for allowing Cherokee Truck Equipment to quote you on this equipment. If I can be of any assistance, please don't hesitate to call.

Sincerely,

Eric Eubanks

Territory Sales Manager North GA

Cherokee Truck Equipment LLC

Eric.eubanks@cherokeetruck.com 770-819-

9146 (0)

404-710-0344# (C)

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4. Prices. Cherokee bases its contract price upon the prices quoted by Cherokee's suppliers and manufacturers. All orders are subject to a pass-through to Customer of any price increase imposed on Cherokee by Cherokee's manufacturers or suppliers.
5. Payment. Payment is due, in full, upon delivery of vehicle and/or equipment, unless alternate arrangements have been made and documented, in writing, by Cherokee. All orders paid for with credit / debit card are subject to credit card processing fees of 3% of total order amount. If for any reason Customer defaults in any payment owed to Cherokee, Customer agrees to be responsible for all costs incurred by Cherokee in collecting any outstanding accounts, including but not limited to, collection agency fees, filing fees, court costs, expenses and reasonable attorney fees. In addition, any invoice not paid in full within thirty (30) days from invoice date shall bear interest at the rate of 1 1/2 % per month (18% per annum), or the maximum allowed by law, whichever is less.
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labor rate.

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ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Cherokee further disclaims any liability for loss of product, profits, time or any other direct or indirect or consequential losses, damages (including property damages, personal injuries or death) or any damages resulting from delay in performance. No employee or representative of Cherokee is authorized to change this warranty disclaimer or in any way to grant any warranty on behalf of Cherokee.

8. Effective January 1, 2019 all customers will be charged drive time and mileage on all warranty road calls. Drive time is \$50 an hour, round trip, per technician and mileage is \$ 1.50 a mile round trip. Diagnostic labor will be evaluated at that time as to whether the customer or the warranty vendor will be charged. A credit card or PO will be required for all on-site warranty diagnostics and repair.
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agreements or other agreement, in any way modifying any of these Terms and Conditions, will be binding on Cherokee unless agreed to in writing by an authorized representative of Cherokee.

Accepted _____ By:(signature)

Company:

Name:(Printed)

Date:



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2019 West Georgia Jazz Festival Alcohol License Agreement
AGENDA DATE: 4/9/2019

DATE PREPARED: 3/26/2019
PREPARED BY: Janet Chumley

AMOUNT: N/A
GL ACCOUNT #: N/A
FUNDING SOURCE: None
BUDGETED ITEM? NA

PURPOSE: License agreement with the Olive Tree and the City of Villa Rica to provide the sale of beer and wine at the West Georgia Jazz Festival to be held Saturday, April 27, 2019 from 4 pm until 9 pm at The MILL Amphitheater.

BACKGROUND: This agreement is for the third annual Jazz Festival. 2016 was the first time this agreement was executed. 2019 agreement is a 50/50 split between Villa Rica Main Street and The Olive Tree. There were no issues or concerns related to this event.

STAFF RECOMMENDATION: Staff recommends The Olive Tree be used for the purpose of beer and wine sales at the 2019 West Georgia Jazz Festival to be held Saturday, April 27, 2019 from 4 pm until 9 pm at The MILL Amphitheater.

IMPACT: Beer and wine will be able to be served during the 2019 West Georgia Jazz Festival. The ability to serve beer and wine at The MILL Amphitheater has been a standing request from individuals attending downtown focus groups and town hall meetings in recent years.

MOTION: I make a motion that we approve the license agreement with the Olive Tree to provide the sale of beer and wine at the 2019 West Georgia Jazz Festival to be held Saturday, April 27, 2019 from 4 pm until 9 pm at The MILL Amphitheater.

LICENSE AGREEMENT

This License Agreement ("Agreement") made this 18th day of March, 2019 by and between The Olive Tree Villa Rica, LLC (the "Caterer") and the City of Villa Rica (the "City"), Georgia.

WHEREAS, the City is sponsoring a Jazz Festival to be held at THE MILL Amphitheater in Historic Downtown Villa Rica on April 27, 2019 (the "Festival"); and

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

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

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

1. The City contracts to license Caterer to provide the sale of beer and wine at the Jazz Festival to be held on Saturday, April 27, 2019 at THE MILL Amphitheater in Downtown Villa Rica.
2. Caterer agrees to provide said services during the course of the Festival during a time period to be agreed between Caterer and The Villa Rica Man Street Director.
3. Caterer shall have the exclusive right to sell beer and wine within the confines of the event. The City shall establish the confines of the event by the placement of fence around all areas where alcoholic beverages may be purchased, possessed, and consumed.
4. Caterer agrees that is shall possess a current catering alcoholic beverage license as authorized by the City.
5. Caterer shall provide a certificate of insurance to the City upon request which will reflect that is possesses sufficient insurance coverage for the provision of its services during the event.
6. In consideration of the services to be provided by the Caterer, the Caterer shall be entitled to receive an amount equal to fifty percent (50%) of the net proceeds of all gross sales exclusive of its cost and expenses for provision of the catering services. The costs and expenses of the catering services shall include labor expenses, cost of goods sold, and any applicable federal, state, and local taxes. The City shall receive an amount equal to fifty percent (50%) of net proceeds as consideration for licensing caterer as the exclusive provider of services for the event.

7. Caterer shall cooperate with the City in the accounting for all costs and expenses as well as the net proceeds received from the event.

8. Caterer will be responsible for the provision of any necessary set-up and clean-up for the services to be provided.

9. This License Agreement is conditioned upon the approval of the Festival by the Mayor and Council of Villa Rica. It is further conditioned upon the approval of the Mayor and Council to authorize the sale, possession or consumption of alcoholic beverages upon the premises of the Mill Amphitheater.

10. It is specifically agreed that the Mayor and Council, the City Manager, or the Police Chief of the City or their designee retain the right to terminate the sale, possession, or consumption of alcoholic beverages at the Festival or upon City property for any reason at any time.

IT IS SO AGREED on this the 18th day of March, 2019

CITY OF VILLA RICA

By: _____
Jeff Reese, Mayor

OLIVE TREE VILLA RICA, LLC

By:  _____
Mike Atsalis



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2019 Sound and Lighting Contract-Main Street events
AGENDA DATE: 4/9/2019

DATE PREPARED: 3/28/2019
PREPARED BY: Janet Chumley

AMOUNT: \$35,500.00
GL ACCOUNT #: 1007550523880
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes

PURPOSE: This item is for sound and lighting services at the MILL Amphitheater for Main Street events in 2019.

BACKGROUND: Bid notice was posted 3/15/2019 on the City's website, and Main Street and City of Villa Rica Facebook pages.

Four companies have requested to be considered:

Technical Productions in Lithia Springs, GA. \$148,056.00
True Productions Audio/Visual Services, Inc. in Atlanta, Georgia, \$71,455.00
Pop Audio in Villa Rica, Georgia \$63,346.24
Chevalier Productions in Anniston, Alabama \$35,500.00

The Main Street Advisory Board reviewed the bids on March 28, 2019 and voted unanimously to recommend the 2019 sound and lighting contract be awarded to Chevalier Productions in the amount of \$35,500.00.

References were checked and no issues were reported.

STAFF RECOMMENDATION: Staff recommends the City approve the Main Street Advisory Board's unanimous recommendation and award the 2019 Sound and Lighting Contract to Chevalier Productions in the amount of \$35,500.00

IMPACT: The City of Villa Rica will have professional Sound and Lighting for their 2019 events at the MILL Amphitheater.

MOTION: I move we accept the recommendation of the Main Street Advisory Board and award the 2019 Sound and Lighting Contract to Chevalier Productions in the amount of \$35,500.00

MILL Amphitheater Sound and Lighting Quotes
PROPOSAL NUMBER: 18-001MS | ISSUE DATE: March 15,
2019

The City of Villa Rica and the Villa Rica Main Street Program are soliciting quotes for sound and lighting services for the MILL Amphitheater 2019 Concert Lineup.

Prospective and current vendors for this work shall provide:

Bid Submittal Form – Bidder must complete the Mandatory Bid Submittal Form included with this document.

Summary of Qualifications – provide examples of comparable work performed in the previous three years within a fifty mile radius of Villa Rica, Georgia.

Provide date and scope of any work previously performed for the City of Villa Rica or Villa Rica Main Street Program.

Company Background

1. Years in business.
2. Company history.
3. Company structure; number of employees.
4. Composition of project team, including names and expertise.
5. Names of firms that you may contract for this project and services offered by each firm.
6. Additional in-house services company offers beyond the scope of this project.
7. References.
8. Contact information.
9. Proposal must be signed by an authorized official for the submitting agency.

References - List of three (3) references that your company has done at least \$5,000 or more in transactional business with during the past 12 months, including company name, contact person, address, phone number and e-mail. References must be submitted on the form provided with this document.

Licensing - Bidders must be properly licensed and secure necessary permits wherever applicable.

Insurance – Bidder must maintain \$2 million dollar general liability insurance policy. The certificate must list the City of Villa Rica and Villa Rica Main Street Inc. as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change.

Pricing – Price includes delivery, setup, operation, and load out. **All proposals must have itemized pricing broken out for each date.** Proposal will not be considered if pricing is not itemized by date. Please use attached Event Schedule & Bid Sheet to itemize pricing. Pricing shall be available to the City for 60 days from Proposal Due Date.

Bid Alternatives - Bid alternatives may be submitted for audio and lighting requirements to reduce cost as long as a professional production quality is not compromised. Bid alternatives must be identified with equipment specifications. All equipment must be equal to or greater quality of the equipment listed.

Lowest Responsive Bidder - In determining the lowest responsive and responsible bidder, in addition to price, the following shall also be considered:

1. The ability, capacity and skill of the bidder to perform the contract.
2. The character, integrity, reputation, judgment, experience and efficiency of the contractor.
3. The quality of performance on previous contracts

Non-Commitment - Issuance of this RFQ does not commit the City of Villa Rica or the Main Street Program to award a contract or to pay costs incurred in the preparation of proposals responding to this RFQ. The

City of Villa Rica and the Main Street Program reserve the right to reject any or all proposals and re-advertise. The City of Villa Rica and the Main Street Program reserve the right to waive any irregularities or technicalities when it deems the public interest will be served. The successful firm must enter into a contract with the City of Villa Rica which specifies requirements for indemnification, insurance, and other applicable policies.

Questions and Answers - Questions and/or requests for further information should be directed to jchumley@villarica.org. **Questions will only be accepted in writing. No phone calls please.** All email correspondence must include the RFQ name in the subject heading at jchumley@villarica.org

Determining Qualified Bidders - The City of Villa Rica and the Main Street Program are the sole determiner of a qualified bidder and may request other information sufficient to determine bidder's ability to meet these minimum standards listed in this RFQ. Request for information contained in this section may also occur at any time during the effective period of the contract, or any extension/renewal thereof.

The recommended agency will be presented to the Villa Rica City Council for official selection. If selected, the agency together with the City of Villa Rica will negotiate an amicable contract.

Termination of Contract – The City of Villa Rica may, at any time it deems necessary, may terminate this agreement with thirty (30) calendar day's written notice.

Discounts - Any available discount for prompt payment, government or cooperative purchasing, etc., must be noted and reflected in bid figures and not entered as separate pricing on the proposal form.

Tentative Schedule – (All times listed below are Eastern Standard Time.)

Bid Notice Posted: March 15, 2019

Bids Due: March 28, 2019 at 12:00 pm

Main Street Advisory Board Bid Review: Special called meeting Friday, March 29 at 2 pm

Main Street Advisory Board Recommendation at City Council Meeting: April 9, 2019

Final Acceptance vote by City Council April 9, 2019

Proposal Requirements - All quotes must be received in their entirety on or before 12:00 pm, Thursday, March 28, 2019. Digital PDF copies are acceptable and should be submitted electronically to jchumley@villarica.org. A confirmation email will be sent once proposal has been received via email. If you do not receive a confirmation email you may want to follow up before the deadline to confirm receipt.

Hard copies may be delivered in person or mailed to:

Office of Economic Development

106 Temple Street

Villa Rica, GA 30180

Attn: Janet Chumley

Applicants are responsible for ensuring that their proposal, however submitted, is received on time and at the location specified.

MANDATORY BID SUBMITTAL FORM

BID NUMBER: 18-001MS | 2019 The MILL Sound and
Lighting City of Villa Rica & Main Street Program

Company Name: _____

Street Address: _____

City/State/ZIP code: _____

Primary Contact: _____

E-mail Address: _____

Phone No: (_____) _____ Cell No: (_____) _____

Signature: _____ Date: _____

REFERENCES

Reference No. 1 of 3

Company Name: _____

Street Address: _____

City/State/ZIP code: _____

Primary Contact: _____

E-mail Address: _____

Phone No: (_____) _____ Cell No: (_____) _____

Reference No. 2 of 3

Company Name: _____

Street Address: _____

City/State/ZIP code: _____

Primary Contact: _____

E-mail Address: _____

Phone No: (_____) _____ Cell No: (_____) _____

Reference No. 3 of 3

Company Name: _____

Street Address: _____

City/State/ZIP code: _____

Primary Contact: _____

E-mail Address: _____

Phone No: (_____) _____ Cell No: (_____) _____

City of Villa Rica

2019 Sound and Lighting for Main Street Events at The MILL Amphitheater



Date/Time	Event	A Level (highest) B Level	Number of Acts	Base Bid Price	Bid Alt +/-	Final Bid	Notes
Saturday, April 27, 2019	West GA Jazz Festival	A Level	4				
Saturday, June 15, 2019	Summer Concert #1	A Level	2				
Friday, June 28, 2019	Thomas A. Dorsey Fest.	B Level	1				Location-The Venue: 150 Stone St. Load out not required Friday
Saturday, June 29, 2019	Thomas A. Dorsey Fest.	A Level	3				
Saturday, July 13, 2019	Main St. Live (talent show)	B Level	10 contestants				
Saturday, August 10, 2019	Summer Concert #2	A Level	2				
Saturday, September 7, 2019	Gold Rush Festival	A Level	4				
Tuesday, December 31, 2019	Gold Nugget Drop	A Level	1				

AUDIO SPECIFICATIONS

National Shows (A LEVEL)

The System must be able to maintain 110Db, "C" weighted at a distance of 100 feet from the Front of Stage if needed to support the crowd size and needs.

Audio:

Front-of-House (FOH) Requirements

Console: Preferred console Avid SC 48 or A quality, professional grade digital console with minimum configuration of 48 input, 8 DCA,

and 8 auxiliary sends (analog consoles are acceptable).

Processing (if Analog):

Equalization: Two (2) professional grade, 31-band, 1/3 octave calibrated to +/- 6dB range

Noise Gates: Eight (8) insertable professional grade, frequency tunable

Compression: Eight (8) insertable professional grade compressor/limiters

effects (if Analog):

Reverberation: Two (2) stereo units (Lexicon, Yamaha preferred)

Digital Delay: One (1) stereo, tap-tempo unit

iPod interface available for playback

Speaker System must be at a minimum and not less than, but equal to or greater than

JBL VERTEC 4888 (4-6 per side (12 Total) Main speakers 3-way Full range

JBL VERTEC 4880 (4-6 per side) Sub cabinets with dual 18 speakers.

Powered, time aligned and in phase.

Lake Contour Processing

Wired Microphones with stands and cabling per Show Specs. All Microphones will be Shure SM Series or Greater for Drums, Instrumentation and Vocals.

12-Direct Boxes will be on site and available for additional Keyboard, Acoustic Guitar and Computer Playback incorporation.

2- Wireless Shure PGX with SM58 Wireless Handheld or Greater Microphones and stands for Announcer and Performer use.

2- 100 Amp Power Distribution Feeders – 1 Downstage Right-1 Downstage Left.

2-Backline and **2**-Frontline 120 volt Power Distribution Boxes for Performers needs each contains a minimum of **4** receptacles each.

Monitors

Monitors should not be run from FOH!

Monitors: On-stage monitor mix consisting of eight (8) mixes, with six (6) professional grade, bi-amplified wedges, and two (2) professional grade, bi-amplified side-fills. Professional grade powered wedges are acceptable.

Console: Preferred console Avid SC 48 or **A quality, professional grade digital console with 48 input channel minimums, eight (8) outputs**

minimum. (Analog consoles are acceptable)

Processing (if Analog):

Equalization: Minimum of eight (8) 31-band, 1/3 octave professional grade units

Crossover: Minimum of eight (8) two-way professional grade active units

Lighting:

Downstage:

12-16 Down Stage LED Wash lights. (Martin Mac Aura or equivalent)

Upstage:

8-12 LED Battons placed along the flooring to obtain up lighting of the 5 suspended banners. 2 Lights will be placed in front of each of the smaller banners and 4 will be placed in front of the center banner. All of the Backline Lighting will be on an individual hardwired lighting controller to be operated from stage by a qualified lighting operator.

8-12 LED Moving lights (Martin Mac Aura or equivalent)

All LED Lighting will include all DMX Cabling, Controllers, and Power Cables.

1-Spot lights as required per artist.

Event Staff:

2- Professional Sound Engineers which include **1 FOH Engineer & 1 Monitor Engineer.**

1- Stage Manager on site for Load In, Load Out and to assist in Equipment Management and placement during the show and upstage light operation.

1- Lighting Tech on Site for Load In, Load Out and the lighting system assembly/operation for the show.

1- Spotlight Operator on site for Load In, Load Out and the Operation of the Spot Light on shows requiring a spot light. See Schedule.

1-Sound and Lighting Consultant available for Pre-show Consultation and Assistance on Stage Design and Show Time Frame Coordination.

Pre-Show Stage Prop Consultation, Preparation and Positioning as determined by the Main Street Manager based on show needs.

Day of Show Load In and Load Out Times: Load in and set up shall begin a minimum of **5 Hours** prior to Sound Check to insure completion and readiness prior to performer arrival.

Sound Check shall begin a minimum of **3 hours** before show time and be completed a minimum of **2 hours** before show time. The Sound and Lighting Company will be responsible for contacting the Performers and coordination of the Sound Check for each event. The Event Producer will provide contact information a minimum of 7 days in advance of the show.

Load Out shall be completed no later than **3 hours** after the end of the actual show commencement.

Playback Music will be provided by the Sound and Lighting Company starting **1 hour** prior to the show start time and for **15 minutes** after the commencement of the show. All special music request and cost of that music will be coordinated by the Sound and Lighting Company and Producer.

Projector, Screen, and Computer Set Up/Operation will be provided by the Sound and Lighting Company with the technical assistance provided by THE MILL STAFF.

Price includes delivery, setup, operation, and load out.

CITY OF VILLA RICA TO PROVIDE

Event staff liaison to work directly with Production Company in regards to event entertainment planning, implementation and technical needs including backline, preparation of all artists' stage plots and technical needs, projector and laptop.

AUDIO SPECIFICATIONS

B LEVEL

Audio:

All equipment must be equal or greater quality of the Equipment listed below and arranged accordingly. Please provide a list of proposed equipment. It must be equal or better than listed below.

8 -Yamaha S115v (**4**) per side

4 - Yamaha SW218v Subs-**2** per Side-Double 18s powered at 2500 Watts each, with total of 2 dual 18-inch subs per side.

8 Yamaha Monitor Wedges (SM115v)

1-Additional **Single 18 inch Sub** for the Drummer Monitor.

A total of **6 Monitor Mixes**

2 - Yamaha S115v for Side fills.

1-32 Channel Professional FOH Digital Mixing Board.

Wired Microphones with stands and cabling per Show Specs. All Microphones will be Shure SM Series or Greater.

6-Direct Boxes will be on site and available.

All Microphone stands and cables must be in working order for artist use.

2- Wireless Handheld Microphones and stands for Announcer and Performer use.

2- 100 Amp Power Distribution Feeders – 1 Downstage Right-1 Downstage Left.

2-Backline and **2**-Frontline 120 volt Power Distribution Boxes for Performers needs each contains a minimum of **4** receptacles each.

1- 32 Channel Professional Digital Monitor Console with 6 available Monitor mixes.

Lighting:

Downstage lighting will be **adequate to wash the downstage** mounted on stands. This can be done with additional truss as needed. It must cover the stage with an even wash.

Upstage:

The upstage lighting will be placed along the flooring to obtain up lighting of the 5 suspended banners.

All LED Lighting will include all DMX Cabling, Controllers, and Power Cables.

Event Staff:

2- Professional Sound Engineers which include **1 FOH Engineer & 1 Monitor Engineer.**

1- Lighting Tech on Site for Load In, Load Out and the lighting system assembly/operation for the show.

1- Spotlight Operator as needed. See Schedule.

2- All labor to load in and out all production is required to be provided by the vendor.

Pre-Show Stage Prop Consultation, Preparation and Positioning as determined by the **Manager of THE MILL** based on Show Needs.

Day of Show Load In and Load Out Times: Load in and set up shall begin a minimum of **5 Hours** prior to Sound Check to insure completion and readiness prior to performer arrival.

Sound Check shall begin a minimum of **3 hours** before show time and be completed a minimum of **2 hours** before show time. The Sound and Lighting Company will be responsible for contacting the Performers and coordination of the Sound Check for each event. The Event Producer will provide contact information a minimum of 7 days in advance of the show.

Load Out shall be completed no later than **3 hours** after the end of the actual show commencement.

Playback Music will be provided by the Sound and Lighting Company starting **1 hour** prior to the show start time and for **15 minutes** after the commencement of the show. All special music request and cost of that music will be coordinated by the Sound and Lighting Company and Producer.

Price includes delivery, setup, operation, and load out.

CITY OF VILLA RICA TO PROVIDE

Event staff liaison to work directly with Production Company in regards to event entertainment planning, implementation and technical needs including backline, preparation of all artists' stage plots and technical needs, projector and laptop.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2019 Headlining Band Summer Concert – August 10th; SOS Band
AGENDA DATE: 4/9/2019

DATE PREPARED: 3/26/2019
PREPARED BY: Janet Chumley

AMOUNT: \$15,000
GL ACCOUNT #: 23880
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes

PURPOSE: To approve the headlining act contract/agreement with SOS Band for the August 10, 2019 Summer Concert to be held Saturday, August 10, 2019 at The MILL Amphitheater.

BACKGROUND: SOS Band is an American band who is from Atlanta, GA and formed in 1977. They are an R&B and electro-funk group who gained fame in the 1980s. They are best known for the songs "Take Your Time (Do It Right)," "Just Be Good to Me," "Borrowed Love," and "The Finest." Scored 3 Gold Albums throughout the 1980's.

History of Bands:

2018 May 19th, Summer Concert #1: \$12,000 (Band: Atlanta Rhythm Section)
2018 August 18th, Summer Concert #2: \$10,000 (Band: Mother's Finest)

STAFF RECOMMENDATION: Staff is recommending SOS Band to headline the August 10, 2019 Summer Concert at The MILL Amphitheater in the amount of \$15,000.

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 SOS Band as the headlining band for the August 10, 2019 Summer Concert in the amount \$15,000.



Contract No: 10

Performance Agreement

PURCHASER'S SIGNATURE ON THIS CONTRACT ACKNOWLEDGES THAT TROUTMAN MUSIC GROUP ACTS ONLY AS AGENT FOR THE ARTIST AND ASSUMES NO LIABILITY HERE UNDER.

Agreement made this 18th day of March 2019, by and between SOS BAND (hereinafter referred to as "Artist") and The City of Villa Rice (hereinafter referred to as "Purchaser"). It is mutually agreed by and between the parties as follows:

Purchaser hereby engages the Artist, and the Artist hereby agrees to perform the engagement (hereinafter "the Engagement") subject to all of the terms and conditions herein set forth, including those parties on the face of this Agreement and those entitled "Additional Terms and Conditions" attached to this Agreement.

TALENT: The SOS Band
VENUE NAME: The MILL Amphitheater
ADDRESS: Main St, Villa Ric, GA 30180
DATE OF ENGAGEMENT: August 10, 2019

HOURS OF ENGAGEMENT: 8:00 PM to 10:00 PM
LENGTH OF PERFORMANCE: 75 minutes
VENUE CAPACITY: 1,600
SOUND CHECK: TBD

PAYMENTS: Flat Rate Guarantee: Purchaser warrants that **fifteen thousand (\$15,000.00)** is payable as follows as a condition of performance. Deposit shall be paid before "Artist" management signs this agreement (Upon receipt of Deposit, Agent may release part or all of said deposit to Artist without further notice to Buyer and without liability to Agent). Deposits are non-refundable and are not subject to any deductions for fees or taxes to Troutman Music Group LLC (Hereinafter referred to as "Agent") in accordance with the following schedule:

PAYMENT SCHEDULE:	<u>Amount Due:</u>	<u>Due Date:</u>
Deposit to be paid to Troutman Music Group via Bank Wire:	\$7,500.00	4/8/2019
Balance to be paid to Artist via check upon arrival:	\$7,500.00	8/10/2019

Once deposit is made "Agent" will furnish signed agreement of the "Artist" Management. Troutman Music Group should be paid via bank wire to:

Account Name: **Troutman Music Group LLC**
Account Number: **01451201321**
Routing Number: **042215060**
Wire Number Routing: **044000024**
Swift Code: **Huntus33**

Bank Name: **Huntington Bank**
800 W Wenger Rd,
Englewood, OH 45322

Purchaser to Provide:

Professional lights and sound, mutually agreeable rider requirements excluding alcoholic beverages, backline, hotel accommodations (1 nights) local ground transportation.

Artist to Provide:

All non-local travel expenses

Troutman Music Group agrees to book the above artist for the above aforementioned date and will insure that all contracts and monies will be sent to the appropriate artist representative.

ARTWORK and ADVERTISING APPROVAL: No advertising shall run in any format until May 26, 2019 and at such time a deposit is made, as well as this signed agreement. All artwork, flyers, and advertisements must be approved by artist prior to any electronic or physical distribution and may not be distributed prior to payment of deposit. Artist shall receive top billing in 100% type in all advertising and publicity issued by, or under the control of the Purchaser related to the Engagement.

CANCELLATION / BREACH by PURCHASER: Per the purchaser, all events are rain or shine barring severe weather; tornado or lighting. In the event that Purchaser breaches any of Purchaser's obligations to any party for any other engagement, or Artist learns that the financial credit of the PURCHASER has been substantially impaired, Artist may cancel Engagement. In the event Purchaser cancels the Engagement or breaches any of its obligations under this Agreement, in addition to Artist's entitlement to full payment and any other remedies at law or equity, Purchaser shall forfeit all deposits with respect to the Engagement. The undersigned parties have read and agreed to all of the terms and conditions of this Agreement including all of the "Additional Terms and Conditions" on the attached which are deemed incorporated herein and made a part hereof (including Arbitration), and the provisions of any annexed Artist performance rider.

The undersigned Parties have read and agreed to all terms and conditions of this agreement including all the "Additional Terms and Conditions" on the attached which are deemed incorporated herein and made a part hereof (including Arbitration) and the provisions of any annexed Artist Performance rider

PURCHASER:

Mayor Jeff Reese
Signature

Street Address: 106 Temple Street
Villa Rica, GA 30180

SOS BAND AUTH REPRESENTATIVE:

Florence Swain
Signature

Email: flojae2@prodigy.net



ADDITIONAL TERMS AND CONDITIONS INCORPORATED IN AND MADE A PART OF THIS AGREEMENT

PURCHASER RESPONSIBILITIES: At Purchaser's expense, Purchaser furnish, supply and be responsible for: (i) all that is necessary for the proper presentation of the entertainment presentation at performances, and if required by Artist, at all rehearsals and sound checks at venue, including a suitable theater, hall or auditorium, well heated, lighted, clean and in good order, stage curtains, and public address system in perfect working condition including microphone(s) in number and quality required by Artist; (ii) comfortable, lighted, secure dressing rooms; (iii) all stagehands, stage carpenters, electricians, electrical operators and any other labor as shall be necessary and/or required by national or local union(s) to take in, hang, work and take out the entertainment presentation (including scenery, properties, and baggage); (iv) all licenses (including musical performing rights licenses) and amusement or other taxes related to Engagement. PURCHASER agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any materials, facilities, services and personnel to be furnished by PURCHASER and by ARTIST. PURCHASER agrees to furnish all necessary material and equipment.

LICENSES / INSURANCE / SECURITY: At Purchaser's expense, Purchaser shall obtain any and all required licenses and permits for the Engagement and shall obtain and have in place all reasonable and necessary fire, liability and other insurance as may be appropriate and/or required by law for the Engagement as well as adequate security to protect Artist, Artist's property and equipment, and all persons in attendance.

FORCE MAJEURE: Artist's performance and obligations are subject to delays and failures of performance due to acts of God, strikes or other labor disputes or troubles, accidents, injuries, illness, transportation malfunction, weather, fire, acts of war and terrorism or any other cause beyond the control of Artist. If Artist is unable to perform the Engagement due to any such force majeure cause, neither party shall have any further obligation or response to the other.

SOUND CHECK / CONTROL OF PRODUCTION: Artist shall be provided reasonable time for sound check and rehearsal at venue on date of Engagement. Artist shall have sole and exclusive control over all aspects of production, presentation, and performance of Artist's show for Engagement, including but not limited to personnel, instrumentation and repertoire.

NO AUDIO OR VISUAL RECORDING: No portion of Artist's audio or visual performance may be recorded, photographed, taped reproduced or transmitted in any manner or for any reason without Artist's express prior written consent.

MERCHANDISE: Artist shall have sole and exclusive right but not the obligation to sell souvenir merchandise and programs including audio and audiovisual recordings and the receipts thereof shall belong solely to Artist.

INDEMNITY: Purchaser shall indemnify and hold Artist harmless from any and all costs and expenses (including reasonable actual legal fees) arising out of: (i) any claims and/or causes of actions or costs of any kind, asserted by any third party against Artist with respect to Artist's performance at the Event not caused by Artist's gross negligence, and/or (ii) breach of any of Purchaser's responsibilities, representations and/or obligations as set forth on the front and reverse of this Agreement. TROUTMAN MUSIC GROUP ACTS SOLELY AS AGENT: It is expressly understood by the Purchaser and the Artist, that TROUTMAN MUSIC GROUP acts only as an Agent for ARTIST and is not a party to this Agreement. Accordingly, neither Agent nor its employees, shall be responsible, or held liable, for the performance or breach of any provision hereof.

AGENT EXCLUSIVITY: Purchaser warrants and agrees that for a period of eighteen (18) months after the date of the Engagement (whichever period is longer) Purchaser will not hire or engage Artist for future appearances at the same venue or alternative venues unless utilizing the services of the Agent.

INDEPENDENT CONTRACTORS: The relationship between Purchaser and Artist is that of independent contractors. Nothing herein contained shall be construed to constitute a partnership or joint venture between the Purchaser and Artist, or that Artist shall be liable in whole or in part for any expense or obligation that may be incurred by Purchaser related to the Engagement.

CHOICE of LAW / ARBITRATION: This Agreement, and its validity, construction, and interpretation shall be governed by the Laws of the State of Ohio applicable to contracts entered into and performed entirely with the State of Ohio. Purchaser and Artist agree that any dispute or controversy related to this Agreement or the enforcement thereof shall be settled by arbitration in Montgomery County, Ohio in accordance with the Commercial rules then obtaining of the American Arbitration Association. Any award rendered in such arbitration may be entered in any court of proper jurisdiction.

ENTIRE AGREEMENT / AUTHORITY / NO ASSIGNMENT: This Agreement contains the entire agreement of Purchaser and Artist relating to the Engagement and supersedes any prior agreements, promises, amendments, negotiations or representations, oral or written, not expressly set forth in this Agreement. Other than as expressly set forth herein, no representations by any party or employee or agent thereof was relied upon as an inducement to enter into this Agreement. This Agreement may not be amended or changed except by a written instrument signed by Purchaser and Artist. Paragraphs headings are for convenience only. The person executing this agreement on the Purchaser's behalf warrants his/her authority to do so, and such person hereby personally assumes liability for the payment of Artist's fee in full. Purchaser may not assign its obligations under this Agreement to any third party without Artist's prior written authorization.

ARTIST FAILURE to PERFORM: In the event that Artist fails to perform for any reason other than due to breach by Purchaser of any term or condition of this Agreement subject to Purchaser's acknowledgement that Agent has no liability to Purchaser with respect to this Agreement, Agent shall return such deposit monies in Agent's possession, promptly after written request from Purchaser.

SOS Band Rider Ver. 8.0

Includes specs for overseas dates

Please feel free to call Geno Hocker at 404-310-4523 (genohocker@comcast.net) to do an advance on this rider or before making any changes or substitutions to it. 2 Hours are needed for sound check. 1 hour for the techs and 1 hour for the band provided that everything is setup and ready to go upon arrival. If there is a problem finding a Korg Prophecy or Digi 003 in your area call Florence at 770-463-3477

1. KEYBOARD SR

- (2) Qwicklok 2 tier stands
- (1) Roland FantomG7
- (1) Yamaha Motif XS 8
- (1) Moog Little Phatty or Mini Moog Voyager (Korg Prophecy sub)
- (1) Mackie 1202 mixer
- (1) SWR or Eden 4-10" w/horn cabinet
- (1) SWR or Eden 1-18" or 15" cabinet
- (1) SWR or Eden Bass Guitar Amplifier
- (1) Digi 003 (Interface for Protools)
- (8) 6 foot 1/4" cables for Digi 003
- (1) Percussion Table (For Computer)

2. GUITAR SR

- (1) Fender Stratocaster
- (1) Vox AC30 Top Boost (no chinese C2's) or (1) Fender Twin Reverb (1) Spare

3. DRUMS

Drums: Tama, (Substitutions: DW, Yamaha, or Pearl)

Heads: Remo Emperor Clear

Sizes:

Bass Drum - 18x22

Rack Tom - 8x10

Rack Tom - 8x12

Floor Tom - 14x14

Floor Tom - 16x16

Snare Drum - 5.5x14

Cymbals: Zildjian K

(1) 10" Splash

(1) Pr. - 14" Mastersound Hi-Hats

(1) 16" EFX Crash

(1) 17" Crash

(2) 18" Crash (1A Custom)

(1) 19" Crash

(1) 20" EFX Crash

(1) 21" Ride

Hardware: Tama, (Substitutions: DW, Yamaha, or Pearl)

(7) Cymbal Boom Stands

(1) Snare Stands

(1) Hi-Hat Stand w/Clutch

(1) Throne

(1) Single Bass Drum Pedal (DW5000)

Misc.:

(1) 16" circular fan

(1) 5 panel Plexiglass drum screen

(1) Small mixer or headphone amp.

4. KEYBOARD SL

- (2) Qwicklok single tier stands
- (2) Yamaha Motifs (ES7's ONLY)
- (1) Mackie 1202 Mixer

5. Misc.

- (1) Sax Stand (Holds 1 Tenor and 1 Soprano Sax)
 - (1) Tall Trumpet Stand (Hercules/Manhasset/Hamilton)
 - (2) GTR Stands
- Please provide percussion instruments as specified (see pictures)
- (2) Percussion Tables
 - (1) Pair of Maracas
 - (1) Cabasa
 - (1) Vibraslap
 - (1) 15" Metal Guiro Shake



- (6) Outlets of 120 volt / European to U.S. Voltage transformers (overseas only)

6. VOCALIST & HORNS

- (7) Wireless Mic's (5 SM 58 for Vox, 1Beta 98 for Sax, 1Beta 98 for Trumpet)
- (2) Boom mic stands downstage — Raoof Vox(DSRC) Sultan Vox(DSL)
- (2) Round Base Straight Stands — Mary Vox (C) Celia Vox (SLC)

SOS BAND INPUT CHART

VCA

Assign Ch.

1&8	01. KICK—GATE/Beta 52
1&8	02. SNARE---GATE/SM57
1&8	03. SNARE BOTTOM—GATE/SM57/604
1&8	04. HI HAT-81/451
1&8	05. RACK1-604/98-GATE
1&8	06. RACK 2-604/98-GATE
1&8	07. FLOOR 1-604/98-GATE
1&8	08. FLOOR 2-604/98-GATE
1&8	09. OVERHEAD (L)-81/451
1&8	10. OVERHEAD (R)-81/451
1&8	11. CONDENSER MIC UNDER RIDE CYMBAL-81/451
2&8	12. MINI MOOG VOYAGER Bass Keyboard---DI
3&8	13. Mackie 1604 Keys (L) SR-DI
3&8	14. Mackie 1604 Keys (R) SR-DI
3&8	15. Mackie 1604 Keys (L) SL-DI
3&8	16. Mackie 1604 Keys (R) SL-DI
1&8	17. Digi 003 Drums L CHANNEL 1-DI
1&8	18. Digi 003 Drums R CHANNEL 2-DI
3&8	19. Digi 003 Keys L CHANNEL 3-DI
3&8	20. Digi 003 Keys R CHANNEL 4-DI
6	21. Digi 003 Vocals L CHANNEL 5-DI
6	22. Digi 003 Vocals R CHANNEL 6-DI
5&8	23. Digi 003 Horns CHANNEL 7-DI
4&8	24. Digi 003 Gtr CHANNEL 8-DI
4&8	25. GUITAR Amp (SR)-SM57/609
5&8	26. TRUMPET (DSRC) RF Beta 98—COMP
5&8	27. SAX (DSL) RF Beta 98—COMP
6	28. RAOOF VOX(DSRC) RF SM 58 —COMP
7	29. MARY VOX (C) RF SM 58—COMP
6	30. CELIA VOV (DSL) RF SM 58—COMP
6	31. SULTAN VOX (DSL) RF SM 58—COMP
6	32. RF SPARE/MC RF SM 58—COMP

FOH Master DCA IDs

- #1 – Drums
- #2 – Bass
- #3 – Keys
- #4 – Guitar
- #5 – Horns
- #6 – BGV
- #7 – Mary
- #8 – Band (All instruments/No vocals)

FRONT OF HOUSE MIX REQUIREMENTS

Talkback from front of house to stage

- (1) Avid Venue Profile (Substitution: Midas M32)
- (8) Compressors*
- (8) Noise Gates*
- (1) T.C. Electronics 2290 Digital Delay Unit*
- (1) Dual 32 Band EQ*
- (1) Reverb unit*

* If analog desk is provided

JBL VerTec Line Array/EAW or Equivalent boxes in the house

12 Subs 12 Tops

13 DIs on stage

MONITOR MIX REQUIREMENTS

Cue wedge for monitor engineer

- (1) Midas Pro2, Midas M32, SC 48
- (10) Mixes with 32 Band EQ's for each mix.
- (10) Martin (Substitute: D&B, Meyer) Boxes on the floor (2 for Mary, 2 for Celia, Top and Sub Cabinet for drummer, and 1 each for the band)
- (2) Sidefills: Martin (Substitutions: D&B, Meyer)

Monitor Mixes are as follows:

- 1 Guitar (Reggie)
- 2 Trumpet (Raoof)
- 3 Lead Vocal (Mary) 2 boxes
- 4 Background Vocal (Celia) 2 boxes
- 5 Sax (Sultan)
- 6 SR Keys (Wiz)
- 7 SL Keys (Ben)
- 8 Drums IEM (In Ear Mix/Feed to small mixer)
- 9 SR Side Fill
- 10 SL Side Fill
- 11 Drum Sub

LIGHTING

- (2) Spotlights
- (2) Crowd Blinders
- (16) Movers
- (60) Par 64 Cans 1k each

Drums



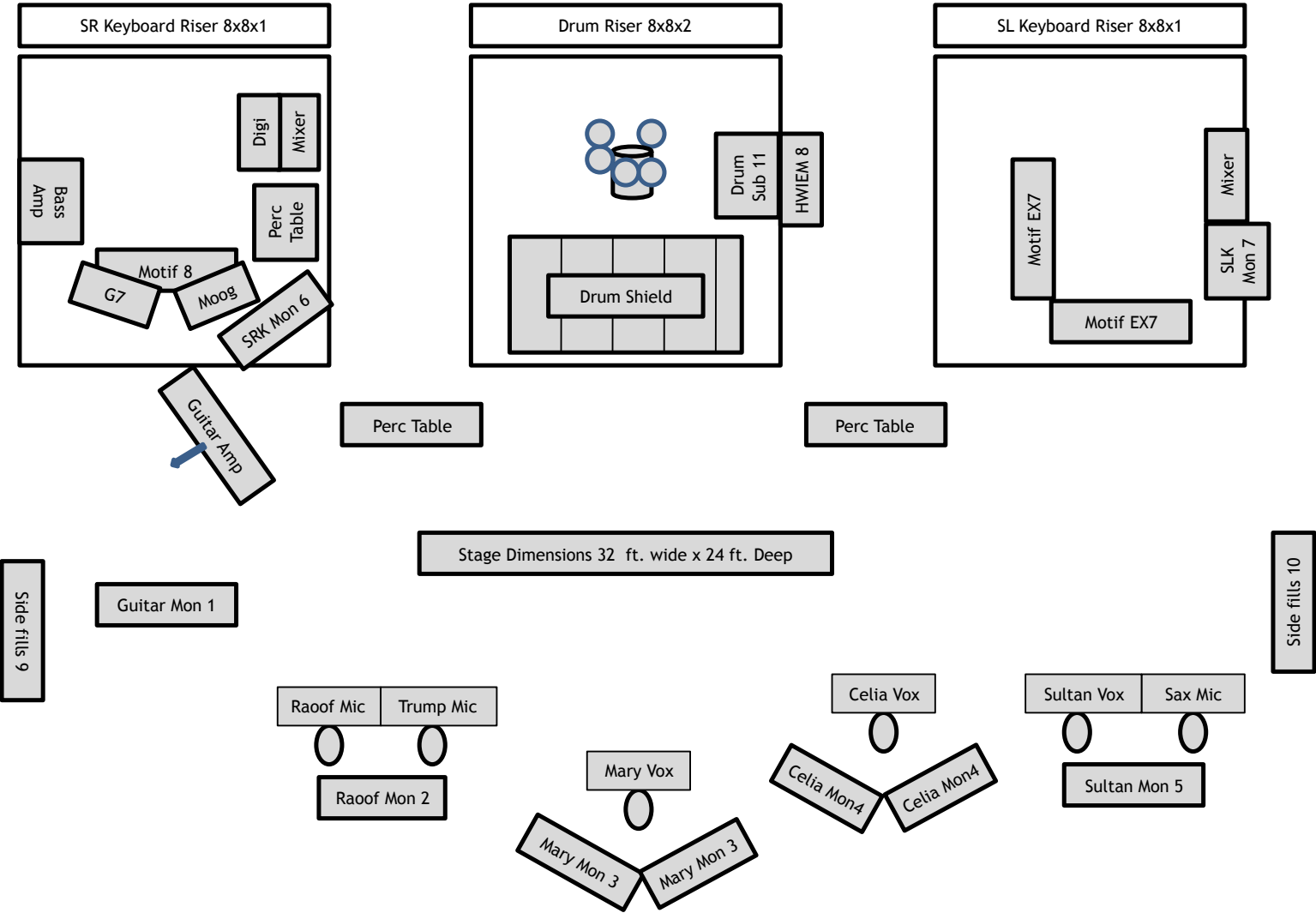
Down stage



SR Keys



SL Keys





Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Contribution to Carroll County Public Safety Memorial
AGENDA DATE: April 9, 2019

DATE PREPARED: March 28, 2019
PREPARED BY: Sarah Hefty

AMOUNT: \$15,000
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 \$15,000, to Carroll County for the Public Safety Memorial.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Wellness Program – Phase II
AGENDA DATE: April 9, 2019

DATE PREPARED: March 28, 2019
PREPARED BY: Sarah Hefty

AMOUNT: \$27,000
GL ACCOUNT #: 610-1540-571040
FUNDING SOURCE: Self-Funded Insurance
BUDGETED ITEM? No

PURPOSE: To approve Phase II of the wellness program for City employees.

BACKGROUND: The City went to Self-Funded insurance in October 2017. In the 15 months on the self-funded plan, the City has generated more than \$650,000 in cash. Wendell Strickland and Strongside Solutions have brought proprietary cost-savings methods to us, and we have seen results.

The next significant piece of the self-funded insurance program is wellness for the City's employees. Biometric screenings, which was Phase I of the wellness program implementation, were done in the month of March. Those results will be reviewed by our nurses at AIMM, who will be in touch with employees that are at risk.

Phase II of the wellness program is to encourage a healthier lifestyle for the employees by incorporating technology at the participant level.

STAFF RECOMMENDATION: To use self-funded insurance savings to promote wellness among City employees.

MOTION: I make a motion to approve the use of Self-Funded Insurance savings to implement phase II of the wellness program in the amount of \$27,000.



Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2019 Budget Amendment
AGENDA DATE: 4-09-2019

DATE PREPARED: 3-28-2019
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

April 9, 2019

SELF-FUNDED INSURANCE FUND

Item		Account Type		Notes	Amount	
38	610-1540-571040	Wellness	Expenditure	Increase	Wellness - Phase II	27,000.00
39	610-381000	Use of Fund Balance	Revenue	Increase	Use of Savings for Wellness - Phase II	27,000.00
					Total Change	
					Expenditures	27,000.00
					Revenues	27,000.00
						-

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. 38-39, 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: Discussion of a Community Revitalization Plan Prepared by Walton Communities in Conjunction with the Villa Rica Housing Authority

AGENDA DATE: April 9, 2019
PREPARED BY: Tom Barber

DATE PREPARED: March 29, 2019

AMOUNT: n/a
FUNDING SOURCE: n/a

GL ACCOUNT #: n/a
BUDGETED ITEM? n/a

PURPOSE: To discuss a community revitalization plan that includes the current site of the Housing Authority's Old Town Homes site.

BACKGROUND: The Villa Rica Housing Authority has partnered with Walton Communities to redevelop the 10-acre site currently containing Old Town Homes. Walton wants to compete for tax credits in order to reduce its overall cost of development. Adoption of this community revitalization plan will allow Walton to include the plan in their application for tax credits.

The City's comprehensive land use plan includes this site in the medical character area surrounding Tanner Hospital. The site includes frontage on Highway 61 and is bisected by Walnut Drive.

City staff, elected officials, and board members have visited several Walton properties. The 12-acre site containing Walton Village appeared to be the group's preference as a model for redevelopment in Villa Rica.

STAFF RECOMMENDATION: Staff believes that the highest and best use for this site, particularly the portion adjoining Highway 61, is commercial/retail/medical office. The proposed site isn't large enough to duplicate the Walton Village development that we visited, much less to also contain a commercial component along Highway 61.

IMPACT: Approval will allow Walton to include the plan in their application for tax credits.

MOTION: For discussion only.



Image via Gold Nugget Masterplan



A Revitalization Plan for the Old Town Homes Site and surrounding neighborhood in Villa Rica, Georgia



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Georgia Department of Community Affairs: Community Revitalization Plan

Revitalization Steering Committee:

Daniel Jackson	President & CEO	Carroll Tomorrow
JR Charles	VP of Economic Development	Carroll Tomorrow
Donna Lackey	Senior Vice President	Carroll Tomorrow
Tom Barber	City Manager	City of Villa Rica
Jeff Reese	Mayor	City of Villa Rica
Loy Howard	President and CEO	Tanner Health System
Wayne Senfeld, Ed.S., LPC	Senior Vice President	Tanner Health System
Dick Chambers	Executive Director	Villa Rica Housing Authority

Other Partners:

Villa Rica Housing Authority
Carroll Tomorrow
City of Villa Rica

Community Engagement

Villa Rica Housing Authority Residents
Residents of Redevelopment Area

Planning Team : Canvas Planning Group

Aaron Fortner
Nathan Gallentine



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TABLE OF CONTENTS

PAGE

Context Maps / Target Area (VII)

6-9

- A. Qualified Census Tract Documentation
- B. Third-Party Capital Investment
 - Gold Nugget Trail
 - Library
 - Sidewalk/Crossing/Roundabouts
- C. Assessment of Existing Infrastructure

Community Engagement Process

10-19

- A. Public / Private engagement
- B. Citizen Outreach
 - Public Meetings
 - Survey of residents/community

Community Revitalization Plan

20-39

- A. Previous Plans, Studies, and Strategies
 - Assessment of the existing plans / strategies
 - How this plan builds on those priorities / strategies
- B. Revitalization Strategies
 - Challenges this plan addresses
 - Prioritized Challenges
 - Possible solutions
- C. Implementation Measures
 - Implementation Charts
 - Improving access
 - Resources
 - Time frames

APPENDIX

40-42

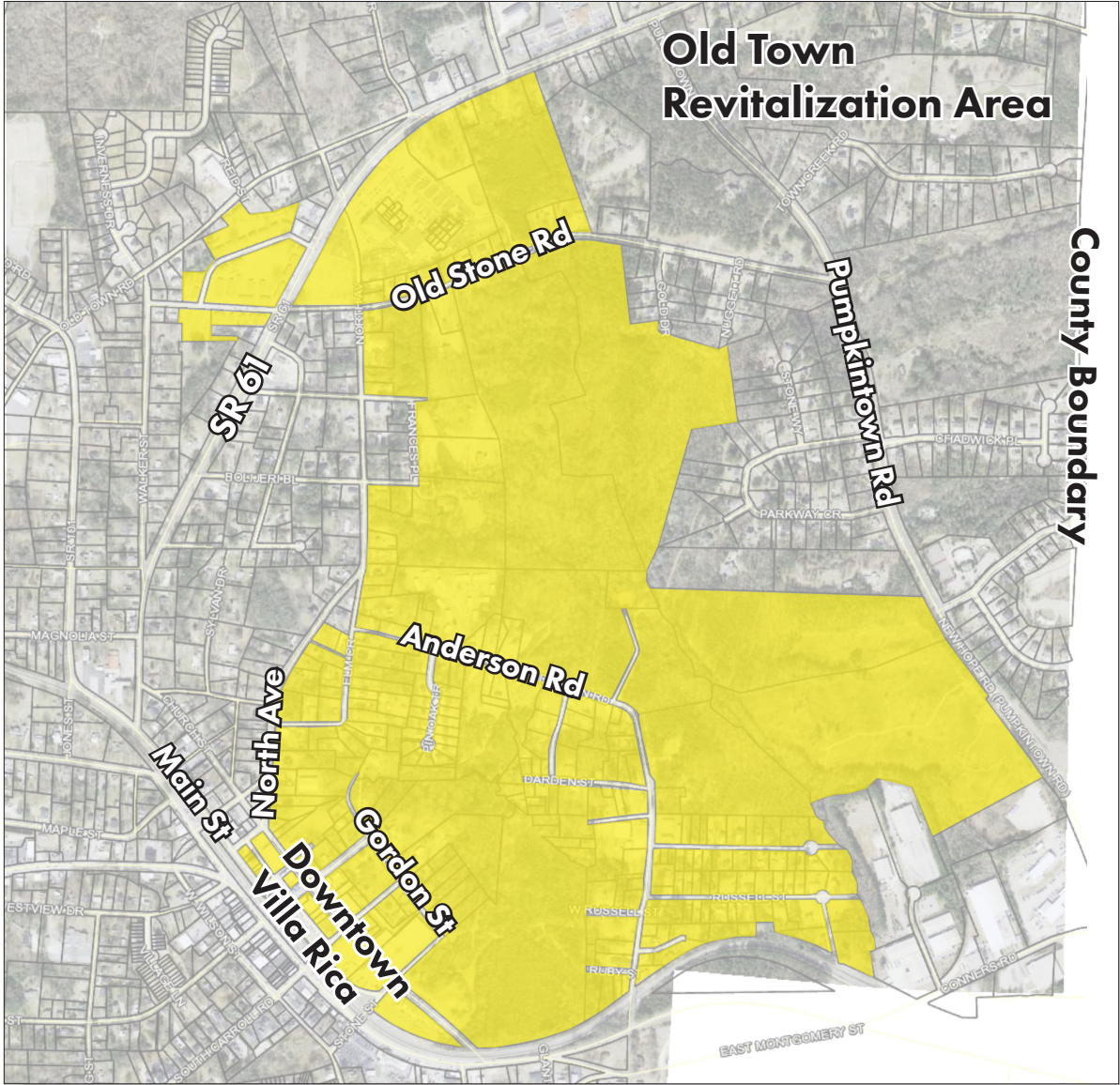
- Sign-In Sheets
- Public Meeting Documentation

CONTEXT MAPS

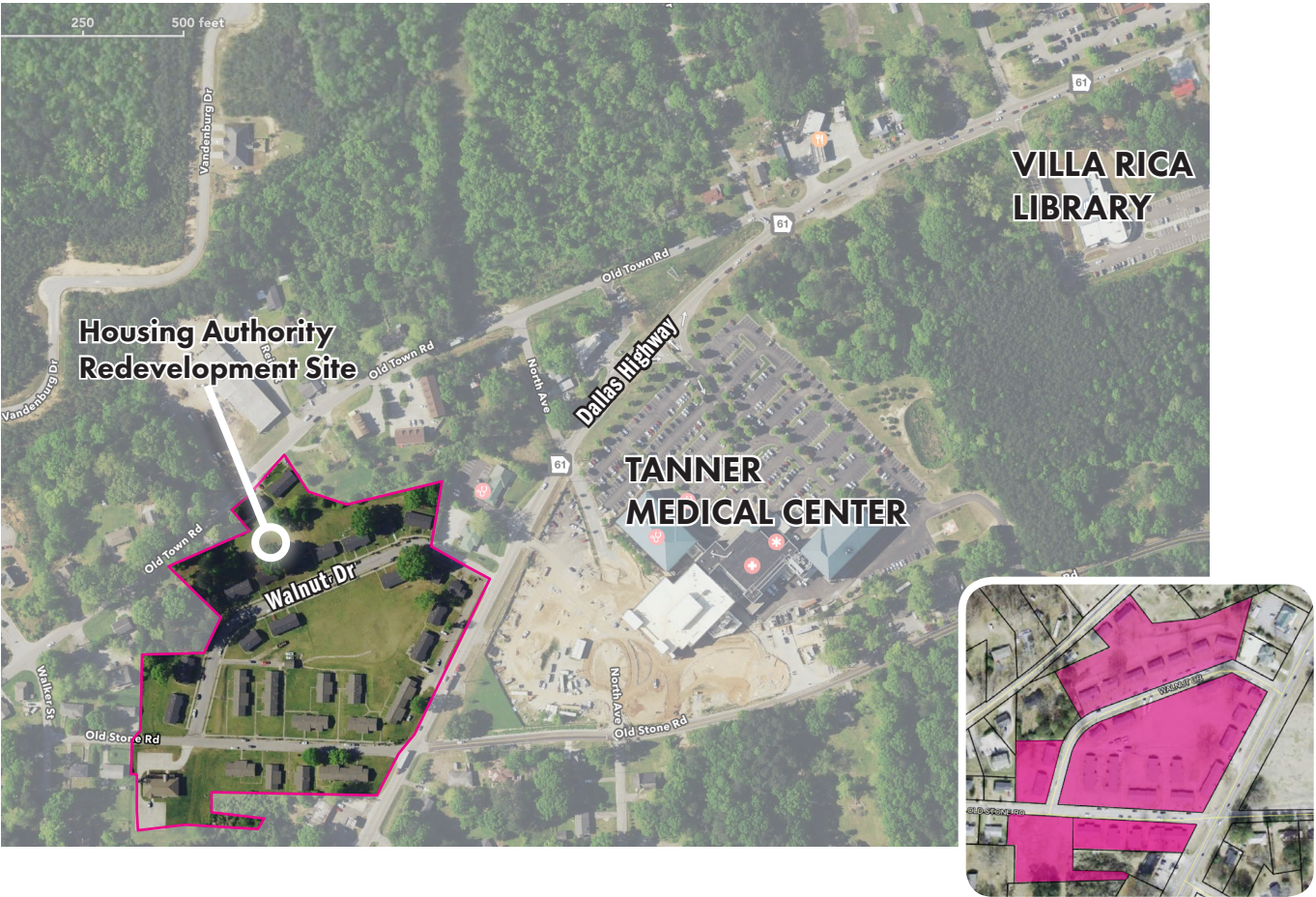
TARGET AREA

REGIONAL CONTEXT

The Community Redevelopment Area is within close proximity to key employment facilities such as the Tanner Medical Center Complex, Willowbrooke at Tanner Senior Living Facility and adjacent to downtown amenities. Downtown businesses are diverse including the health care industry, public sector employers (City-County government, Board of Education, etc.) and large industrial/ distribution centers less than a mile to the west. Due to the redevelopment area’s proximity to downtown Villa Rica and major employers there presents considerable opportunities for redevelopment.



VILLA RICA HOUSING AUTHORITY REDEVELOPMENT BOUNDARIES



The Villa Rica Housing Authority’s Site comprises Parcel Number :
(see Appendix for further documentation)

- V04 0060001

Totaling 9.28 acres

The Old Town Housing Authority Redevelopment Area is located in the northern portion of the City of Villa Rica, due north of the downtown area and generally defined by Old Town Road to the west and north, Old Stone Road to the south, and Dallas Highway (Georgia State Route 61) to the east and directly across the street from the Tanner Medical Center.

The Old Town Homes Redevelopment Site is just west of the new Villa Rica Library and the Tanner Medical Center.

CONTEXT MAPS

TARGET AREA

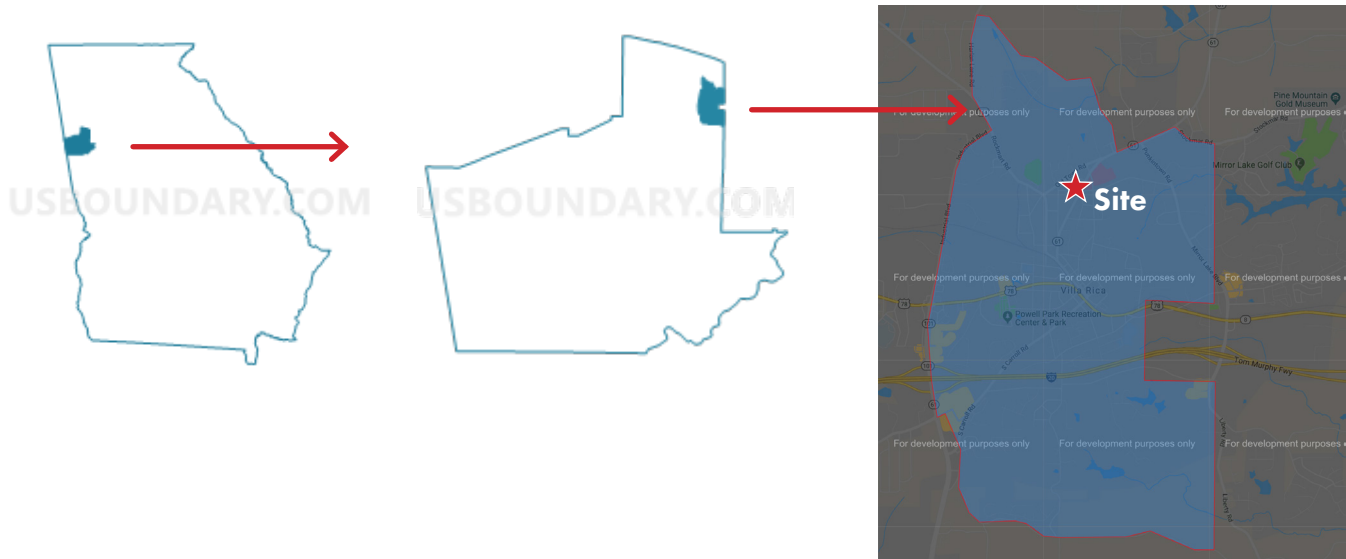
A. QUALIFIED CENSUS TRACT DOCUMENTATION

2019 IRS SECTION 42(d)(5)(B) QUALIFIED CENSUS TRACTS
(2010 Census and 2010-2014, 2011-2015 and 2012-2016 American Community Survey (ACS) Data; OMB Metropolitan Area Definitions, July 15, 2015)

METROPOLITAN AREA: Asheville, NC MSA									
COUNTY OR COUNTY EQUIVALENT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Buncombe County	1.00	2.00	3.00	9.00	13.00	20.00	24.01	25.06	
Henderson County	9304.01	9304.02	9310.00	9311.00	9312.00	9314.00			
Madison County	102.00								

METROPOLITAN AREA: Athens-Clarke County, GA MSA									
COUNTY OR COUNTY EQUIVALENT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Clarke County	1.00	4.01	6.00	9.00	301.00	302.00	1404.00	1405.00	1504.00
Oglethorpe County	9601.00								

METROPOLITAN AREA: Atlanta-Sandy Springs-Roswell, GA MSA									
COUNTY OR COUNTY EQUIVALENT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Barrow County	1802.03	1802.05							
Bartow County	9605.00	9608.02							
Butts County	1502.00								
Carroll County	9101.01	9105.01	9105.02	9106.00					
Cherokee County	906.01								
Clayton County	402.02	402.03	402.04	403.02	403.03	403.06	403.07	403.08	404.08
	404.15	404.16	404.17	405.14	405.15	405.16	405.18	405.19	405.20
	405.25	405.26	406.11	406.12	406.16	406.17	406.22		
Cobb County	304.11	304.12	304.13	304.14	308.00	309.04	310.01	310.02	310.04
	313.10	313.11	314.06	314.09	315.07				
Coweta County	1703.05	1706.01	1707.00						
DeKalb County	206.00	212.04	213.03	213.05	213.08	214.09	214.10	214.13	214.14
	218.06	218.13	218.14	219.08	219.09	219.11	219.13	220.05	220.07
	221.00	222.04	225.00	231.07	231.08	231.12	231.13	233.10	234.10
	235.06	236.03	237.00	238.02					



B. THIRD PARTY INVESTMENT / EXISTING INFRASTRUCTURE

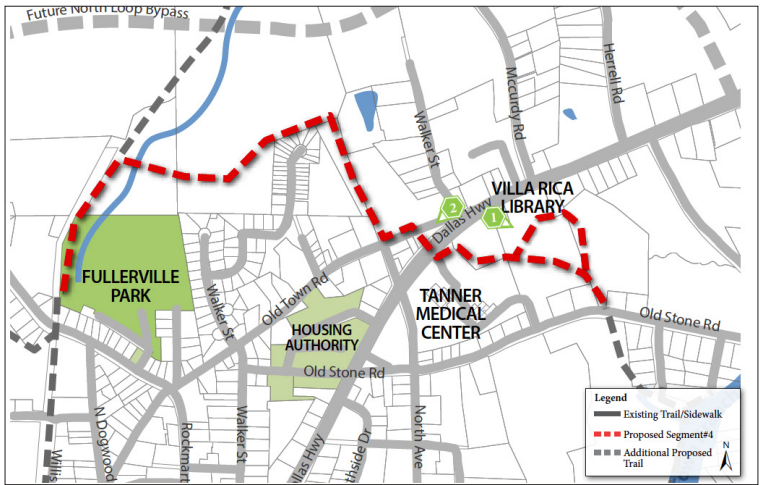
THIRD PARTY CAPITAL INVESTMENTS

The City of Villa Rica has continued to pro-actively invest in its community. Through the work of careful planning, public-private partnerships, and economic drivers like the Tanner Medical Center, Villa Rica has set itself up for future success with its constituents.

From a development perspective, the newly completed Villa Rica Library is a great asset that is already paying off for the city. It is well designed and positioned within the community. The \$3 million 16,000 square foot facility is less than a half mile away from this proposed development.

In addition to the library, is the increased investments at Fullerville Park, a popular soccer facility in the city. "Villa Rica secured \$500,000 in federal funds from the Transportation Funding Act of 2015, of which the City must provide 20 percent [\$100,000] in matching funds. The federal funds will be used to build a parking lot, turnaround area and pedestrian trail connections on land adjacent to the Fullerville Soccer Complex off Rockmart Road. And with its matching funds, the City will build a pavilion to include restrooms, picnic shelter and trailhead information. The City will also cover the cost of the water and sewer lines as part of its match. This is the first phase of a multi-phase program to build a public paved pedestrian and bike trail [known as the Gold Nugget Trail]." (Allison Lolley with newsandviewsusa.com)

The Gold Nugget Trail Master Plan calls for the initial pilot project to thread through this part of Villa Rica connecting Old Stone Road, to the new library, to the current Tanner Medical Center Wellness Trail and then to Fullerville Park for a distance of 1.39 miles. The estimated cost is \$2.4 million.



Site map from Gold Nugget Master Plan shows area with the key investments listed above.

EXISTING INFRASTRUCTURE

Currently, the Housing Authority Site has the street, Walnut Drive bisecting it with sidewalks and curb and gutter on both sides of the street of the Housing Authority's property. The north side of Old Stone Road inside the VRHA's property also has sidewalks (and curb and gutter on both sides). Outside of these areas, there is no sidewalk infrastructure or curb and gutter. Curb and gutter may not be necessary in this area based on low housing densities and small percentage lot coverage.

COMMUNITY ENGAGEMENT PROCESS

Steering Committee / Stakeholder Interviews

The planning team worked hard to first understand what sorts of work has already been going on in the community. Key community partners were identified to form a steering committee for the plan and then stakeholder interviews were conducted during January and February of 2019.



Many of the stakeholder interviews and steering committee meetings were held at the VRHA office.

Public Meeting

On January 28th, 2019 the planning team invited the Steering Committee and the public to Villa Rica Library to talk about obstacles to education, transportation, health services, and employment opportunities. Together they discussed challenges, opportunities and potential recommendations for the community.



Discussions at the Public Meeting in January.

Community Forum

On February 25th, 2019, the planning team invited the Steering Committee, city leaders and the public back to Villa Rica Library to talk about the results from the surveys and the first public meeting. The planning team sharing emerging consensus and refined ideas to be included in the Revitalization Plan.



The Villa Rica Library hosted our Public Meeting and Community Forum.

Surveys

In addition to the Public Meetings, the planning team also created a survey for residents of the current housing in the Villa Rica area to fill out. The surveys were circulated among Housing Authority contacts, community members, churches, senior living communities, and those living in housing authority properties. The survey was also placed online in order to make it easier and more accessible for a larger number of people. In the end, over 40 surveys were completed.

Villa Rica Community Revitalization Plan: Old Town Homes Redevelopment / Spring 2019

Page 1

Several **\$25 VISA GIFT CARDS** will be awarded at random to survey takers at the completion of the survey process. Make sure to include your email or phone number so we can follow up!

This survey is part of a planning process to document the challenges and experiences surrounding redevelopment activities within the community around the Old Town Homes and Tanner Medical Center. We are currently looking for feedback related to accessing affordable housing, education, employment, transportation, health services, as well as revitalization activities underway such as the Gold Nugget Trail, new library and roadway improvements. Survey participants are anonymous and survey responses will be utilized solely for this process. For more information on this survey or this process, please contact **Dick Chambers at the Villa Rica Housing Authority at : 770.456.4946**.

All surveys must be submitted by **Monday, February 18, 2019**. Completed paper surveys may be submitted to the offices of the **Villa Rica Housing Authority at 35 Walnut Drive, Villa Rica, GA 30180**.

1. Name :

4. Circle your Age Range:

10-19

50-59

20-29

60-69

30-39

70+

40-49

2. Email or Phone :

3. Zip Code:

Circle to what degree you agree with the following statements:

EDUCATION

5. Children in my community have access to good educational opportunities.

strongly disagree

disagree

neither agree/nor disagree

agree

strongly agree

6. The quality of education in my community is getting better.

strongly disagree

disagree

neither agree/nor disagree

agree

strongly agree

7. The #1 obstacle that prevents access to good educational opportunities is:

HEALTH AND MEDICAL CARE

8. I have access to good health and medical care in my community.

strongly disagree

disagree

neither agree/nor disagree

agree

strongly agree

9. The quality of health and medical care in my community is getting better.

strongly disagree

disagree

neither agree/nor disagree

agree

strongly agree

10. The #1 obstacle that prevents access to good health and medical care opportunities is:

TURN TO PAGE 2

Printed copy of survey

Villa Rica Community Revitalization Plan Survey

Page 2

Circle to what degree you agree with the following statements:

EMPLOYMENT AND JOBS

11. I have access to good employment and job opportunities in my community.

strongly disagree

disagree

neither agree/nor disagree

agree

strongly agree

12. The quality of employment and job opportunities in my community is getting better.

strongly disagree

disagree

neither agree/nor disagree

agree

strongly agree

13. The #1 obstacle that prevents access to good employment and job opportunities is:

TRANSPORTATION

14. I have access to good transportation options in my community.

strongly disagree

disagree

neither agree/nor disagree

agree

strongly agree

15. The quality of transportation options in my community is getting better.

strongly disagree

disagree

neither agree/nor disagree

agree

strongly agree

16. The #1 obstacle that prevents access to good transportation options is:

DEVELOPMENT AND HOUSING

17. I have access to affordable housing in my community.

strongly disagree

disagree

neither agree/nor disagree

agree

strongly agree

18. I think the new library is an asset to this community.

strongly disagree

disagree

neither agree/nor disagree

agree

strongly agree

19. I think the new Gold Nugget Trail will be an asset to this community.

strongly disagree

disagree

neither agree/nor disagree

agree

strongly agree

20. I think new roadway enhancements like crosswalks, sidewalks, and roundabouts on Dallas Highway will be an asset to this community.

strongly disagree

disagree

neither agree/nor disagree

agree

strongly agree

21. The #1 obstacle that prevents access to good development and/or housing is:

Back of the printed survey

COMMUNITY ENGAGEMENT PROCESS

Public Engagement : Qualitative Notes

Public Engagement

Steering Committee Meetings

JANUARY - FEBRUARY 2019

at Villa Rica Housing Authority and at City Hall

1. Public Meeting: January 28, 2019

at Villa Rica Library

2. Community Forum: February 25, 2019

at Villa Rica Library

TRANSPORTATION OBSTACLES

- Limited bus routes – can't access employers and goods and services.
- Limited bus schedules (run once an hour, stop running at 9p, don't run on Sunday).
- Limited budget for transit operations and uncertain future for funding.
- System already seems too busy
- System is in need of upgrades for ADA accessibility improvements.
- Ride sharing programs are expensive for seniors.

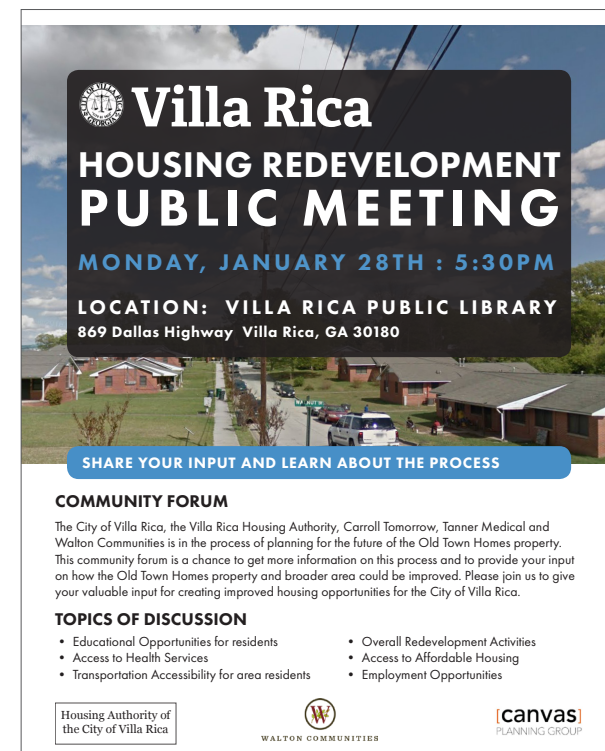
* A recent transportation study of Carroll Connection indicated for the over 3500 trips thus far, **the number one reason for the transportation was medical appointments** followed by transportation to a job.

HEALTH SERVICES OBSTACLES

- Lack of transportation options for connecting to health care options.
- Lack of critical infrastructure like ADA sidewalks and crossings to get to Tanner Campus
- Affordability of Medical Care
- Lack of services that are accessible to the neighborhood by the adjacent medical campus.



Carroll County Transit buses began last year in 2018



Copy of the Public Meeting Flyer shared in the community and online

EMPLOYMENT OBSTACLES

- Transportation – hard to access quality / good paying jobs nearby
- Lack of jobs in the immediate neighborhood.
- Overqualified applicants taking lower level jobs
- Some people don't want to work.
- Lack of education / vocational training



Carroll Tomorrow is looking to fill gaps in employment and skills through several different programs in the area. (image via Carroll Tomorrow)



Tanner Medical represents a growing opportunity for jobs and industry related jobs in the community.

EDUCATION OBSTACLES

- Lack of Diversity in the classrooms , wealthier families leaving schools
- Lack of funding
- Lack of transportation option and poor walkability to schools
- Disruptions in the classroom
- Choice - kids dropping out or parents not following up
- Limited access to continuing education or vocational training



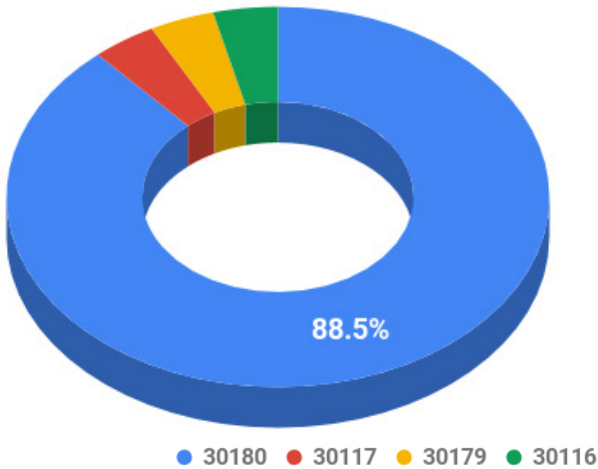
COMMUNITY ENGAGEMENT PROCESS

This needs assessment survey was distributed to individuals and families from Villa Rica and the Old Town Homes community. This included neighborhood residents, public housing residents, and senior citizens in the study area. Surveys were circulated from January 28th to February 18th 2019. Over **40** surveys were completed in person and online. The results are shown on the following pages.

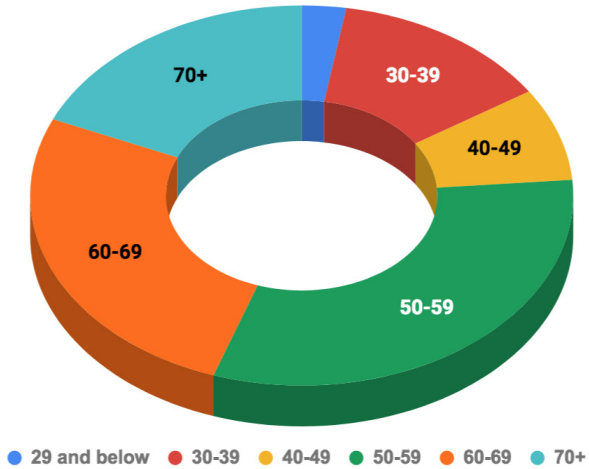
COMMUNITY NEEDS ASSESSMENT SURVEY RESULTS

Public Engagement

Zip Code:



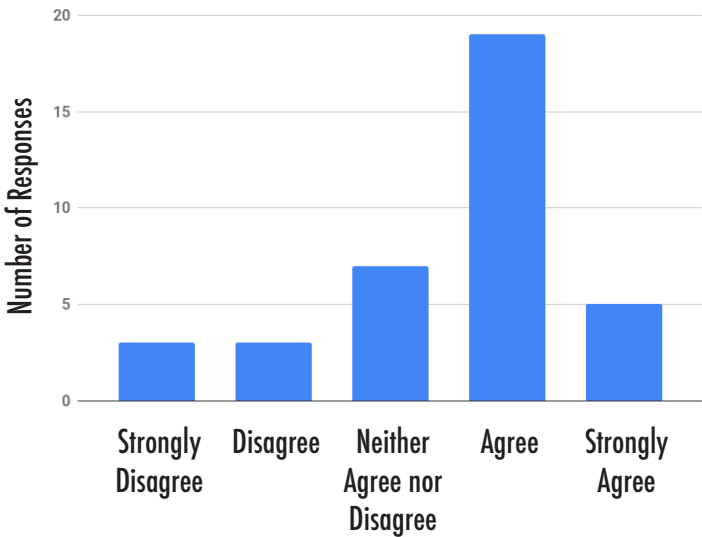
Age Ranges:



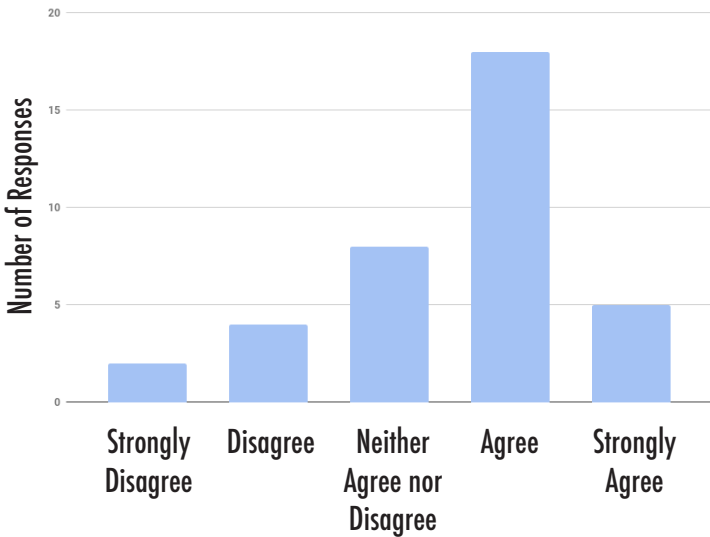
EDUCATION

Respondents were asked to what degree they agreed with the following statements.

Children in my community have access to good educational opportunities.



The quality of education in my community is getting better.



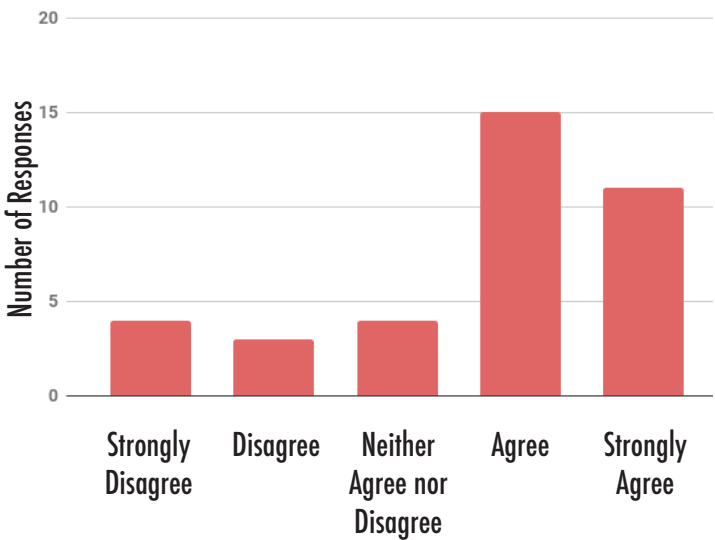
EDUCATION (continued)

The #1 obstacle that prevents access to educational opportunities is:

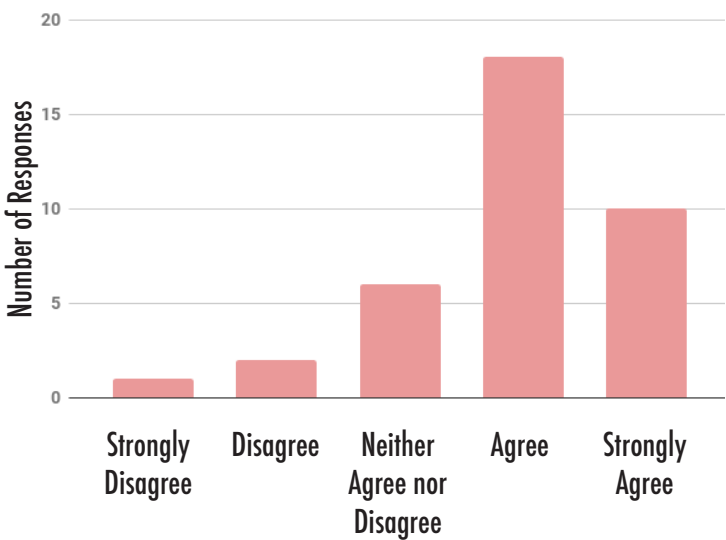
- Transportation / lack of walkability to schools
- Lack of Diversity in the classroom
- Poor choices by parents/students
- lack of continued education classes / vocational prep

HEALTH AND MEDICAL CARE

I have access to good health and medical care in my community.



The quality of health and medical care in my community is getting better.



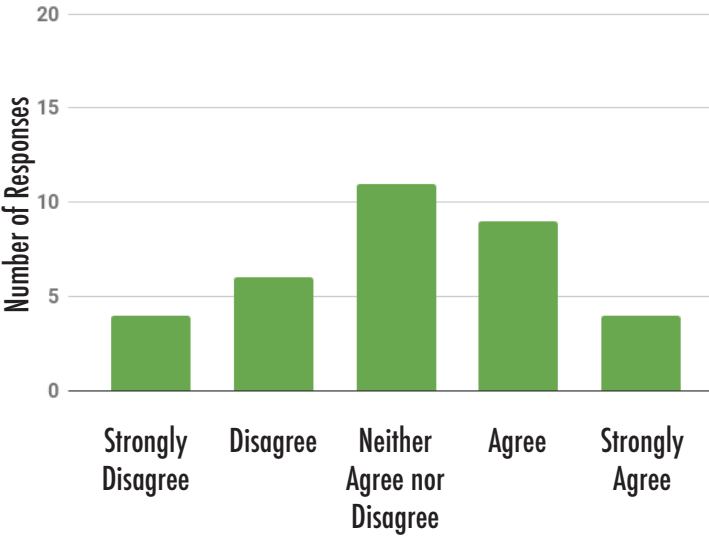
The #1 obstacle that prevents access to good health & medical care opportunities is:

- Limited transportation (overwhelming consensus)
- Affordability of care
- better service / doctors

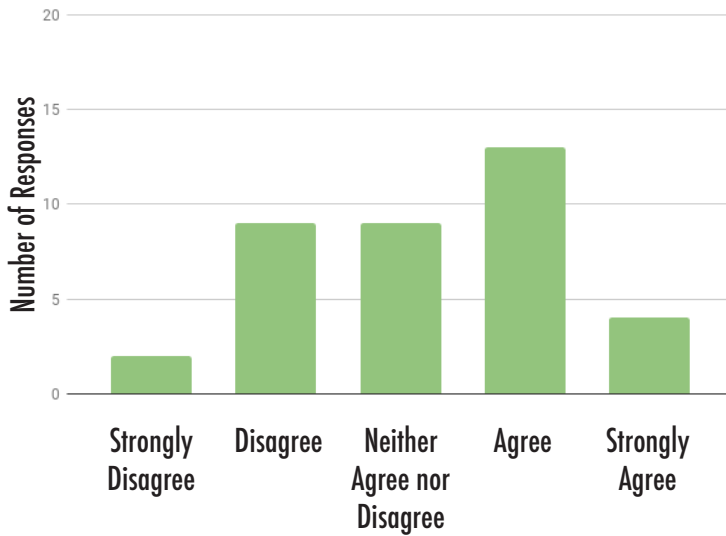
COMMUNITY ENGAGEMENT PROCESS

EMPLOYMENT AND JOBS

I have access to good employment and job opportunities in my community.



The quality of employment and job opportunities in my community is getting better.



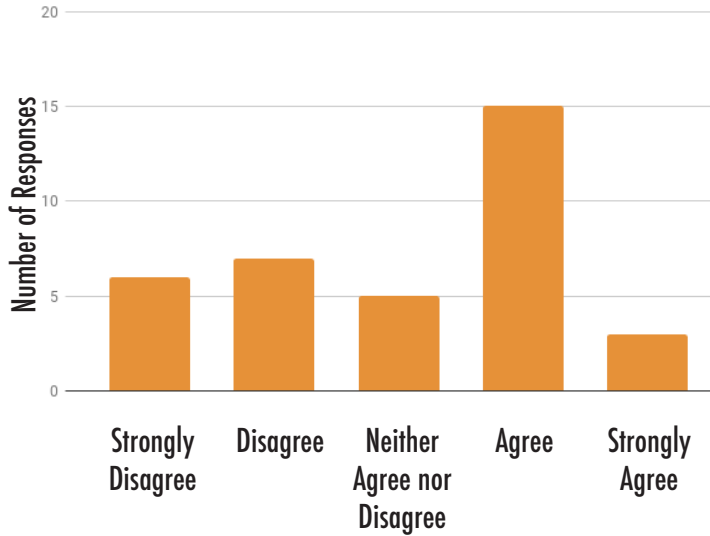
The #1 obstacle that prevents access to employment and job opportunities is:

- Not enough jobs / quality jobs in the area
- Need better paying jobs
- Transportation issues
- Over-qualified people replace / win others' jobs or job opportunities in the area

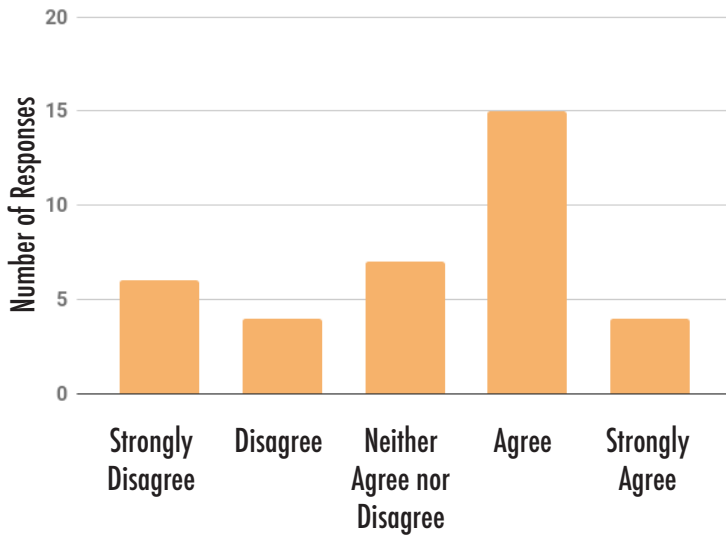


TRANSPORTATION

I have access to good transportation options in my community.



The quality of transportation options in my community is getting better.



The #1 obstacle that prevents access to good transportation options is:

- Lack of public funding / money
- Lack of options that are affordable
- Lack of buses / vans



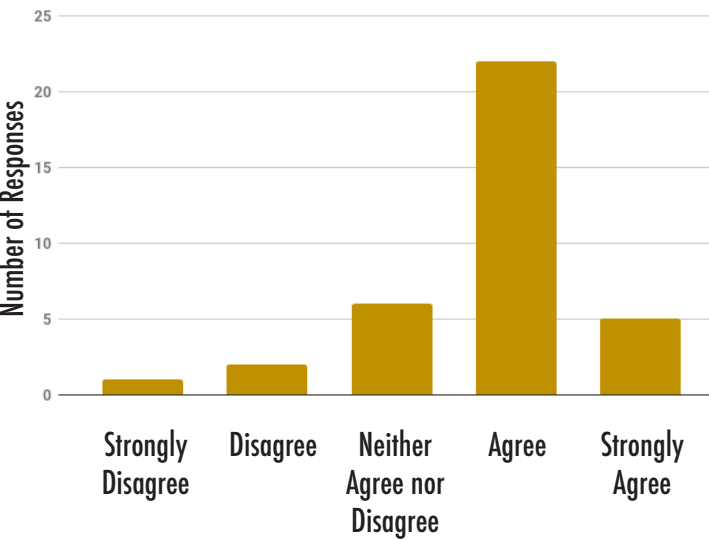
COMMUNITY ENGAGEMENT PROCESS

COMMUNITY NEEDS ASSESSMENT SURVEY

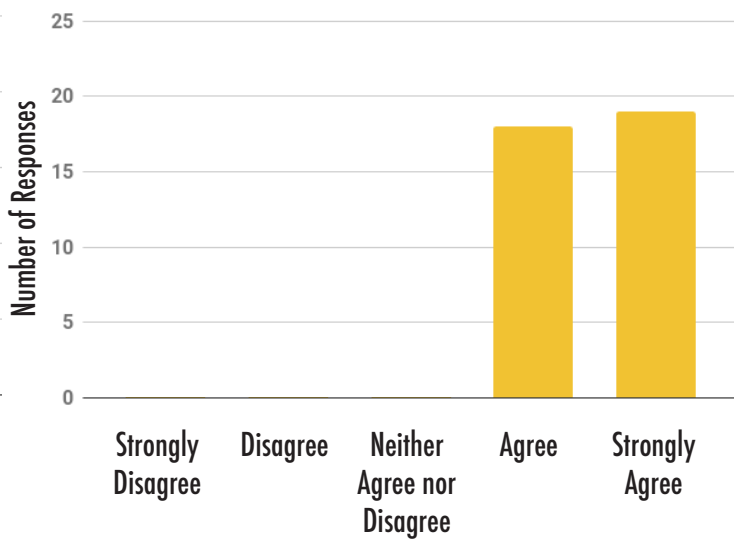
Public Engagement

DEVELOPMENT AND HOUSING

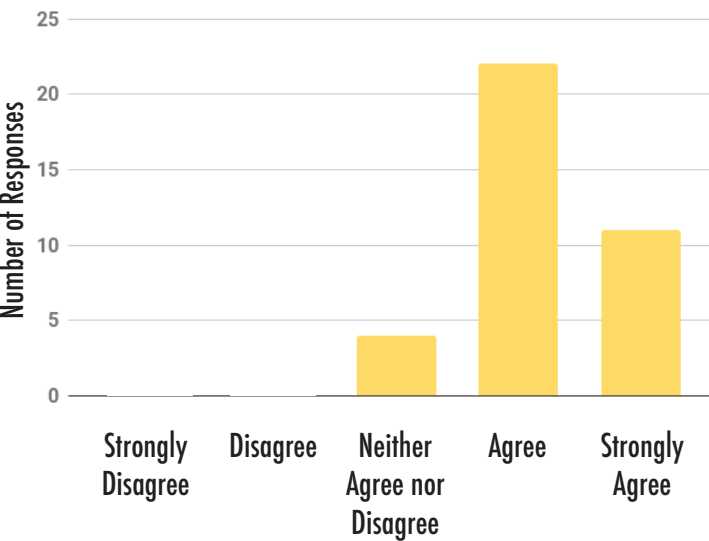
I have access to affordable housing in my community.



I think the new library is an asset to this community.



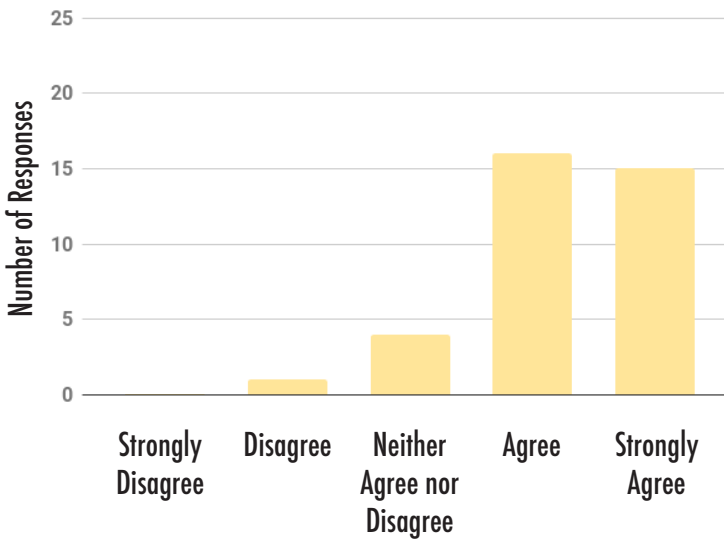
I think the new Gold Nugget Trail will be an asset to this community.



Gold Nugget Trail Master Plan rendering showing connection to Cleghorn Park south of Old Stone Road.

DEVELOPMENT AND HOUSING (continued)

I think new roadway enhancements like crosswalks, sidewalks, and roundabouts on Dallas Highway will be an asset to this community



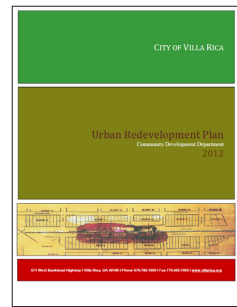
The #1 obstacle that prevents access to good development and/or housing is:

- Money / Financing
- Lack of appropriate infrastructure
- Time / tacking too long
- Lack of affordable housing stock/vouchers

COMMUNITY REVITALIZATION STRATEGY

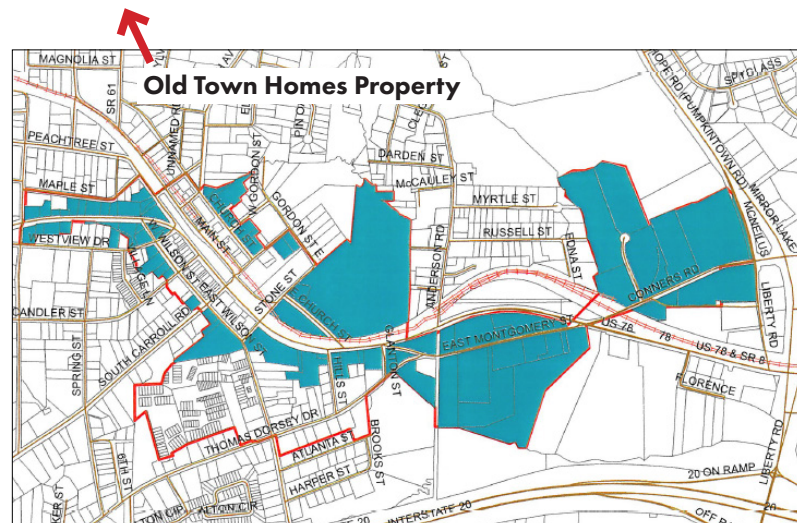
PREVIOUS PLANS AND STUDIES

The City of Villa Rica has completed several key planning initiatives in the past five to ten years that will help in guiding future work and development in this area of town. The following sections include housing and development summaries of the several completed plans.



Villa Rica Urban Redevelopment Plan (2012)

- The plan **advocated for revitalizing blighted, deteriorating areas** within the City of Villa Rica (the areas highlighted were south of the Housing Authority Property; in the downtown and to the east).
- Allows the City of Villa Rica to **reduce or abate local property taxes and regulatory fees** (through use of an Enterprise Zone).
- Expands the City of Villa Rica's access to job credits (through the use of an Opportunity Zone.)
- Encourages compatible infill development and defines architectural character.
- Facilitates **affordable housing**.
- Advocates for the creative financing of public facilities and infrastructure.



Legend

- Urban Redevelopment Area
- Enterprise Zone

The graphic to the right describes some of the economic tools utilizing tax incentives to spur development and revitalization in Villa Rica.

Opportunity Zones:

These are a combination of 3 programs: Enterprise Zones, Urban Redevelopment Areas/Plans, & Job Tax Credits. Alone, each of these programs provides strong incentive for local economic development that is good for business and good for the neighborhood.

Job Tax Credits:

These credits provide a tax credit on Georgia income taxes for eligible businesses that create new jobs in less developed areas. Benefits are increased with inclusion within and Opportunity Zone.

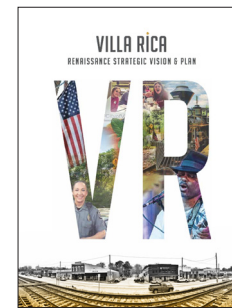
Enterprise Zones:

Ad valorem property tax abatement is possible for both commercial and residential properties (minus taxes imposed by school districts and for general obligation debt). Local government may abate or exempt local taxes and fees (minus sales and use taxes) and may waive ordinances.

Historic Preservation Tax Incentives:

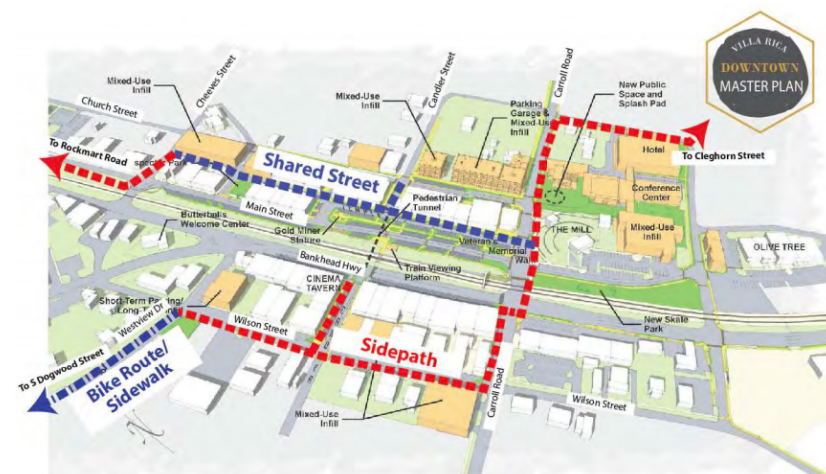
- Federal Income Tax Credit Program
- Rehabilitation Investment Tax Credit Program (RITC)
- Georgia Preferential Property Tax Assessment Program for Rehabilitated Historic Property
- Georgia State Income Tax Credit Program for Rehabilitated Historic Property

The following section describes the previous plans, studies, strategies and goals set out by the city. The planning team has highlighted goals that apply to revitalization and development in this area.



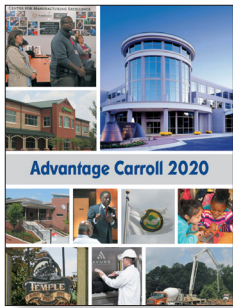
Villa Rica Downtown Master Plan (2018)

- Dealt primary with downtown, but noted that **bike and pedestrian connections were very important in connecting surrounding neighborhoods** (to the north and east) in addition to increased infill development in these areas.
- To fully ensure the continued health of downtown, the city should consider incentivizing residential conversion and increase urban living options in and around downtown.
- Done with the Carl Vinson Institute at the University of Georgia. Contains



COMMUNITY REVITALIZATION STRATEGY

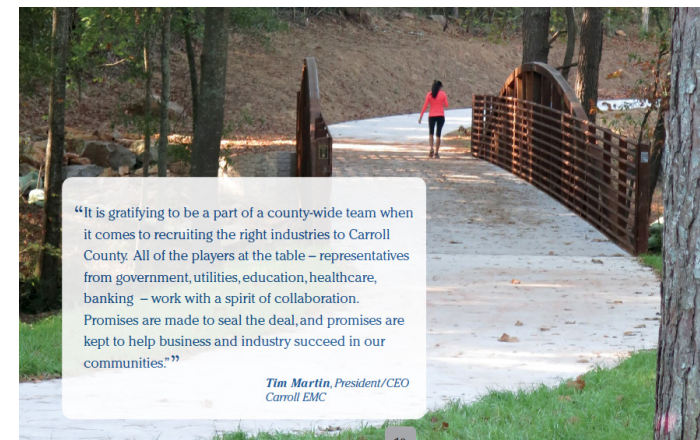
PREVIOUS PLANS AND STUDIES



Advantage Carroll 2020 by Carroll Tomorrow (2018)

- Carroll Tomorrow is a unique county-wide public-private economic development organization that also serves as the staff for Carroll County’s four industrial development authorities.
- Carroll County joined Harvard University’s Pathways to Prosperity project connecting employers and educators to help high school students find routes into the labor market and several other workforce development initiatives.
- Goal to: Identify infrastructure needs at developable sites and coordinate improvements and advocate residential development for an expanding workforce.
- Another one of the goals is to develop and publish a county-wide housing inventory and needs assessment.

 A Look Back: 2011-2015
Economic Development Accomplishments



Develop a comprehensive beautification plan with our community partners

Expand sustainable, eco-friendly businesses and development

Collaborate with and promote Tanner’s ‘Get Healthy, Live Well’ initiative

Identify tourism opportunities through the development of a wish list of recreation infrastructure

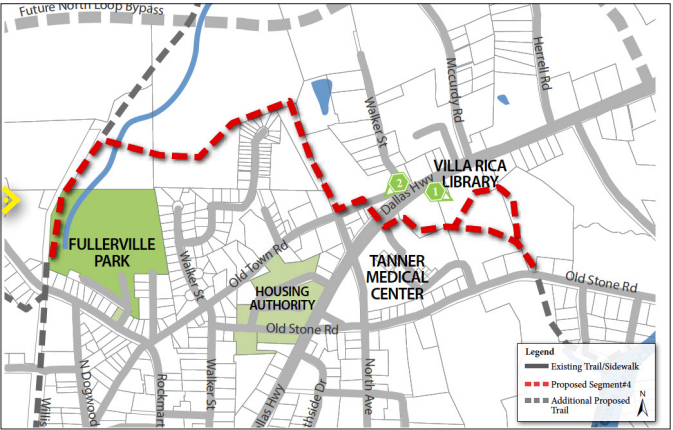
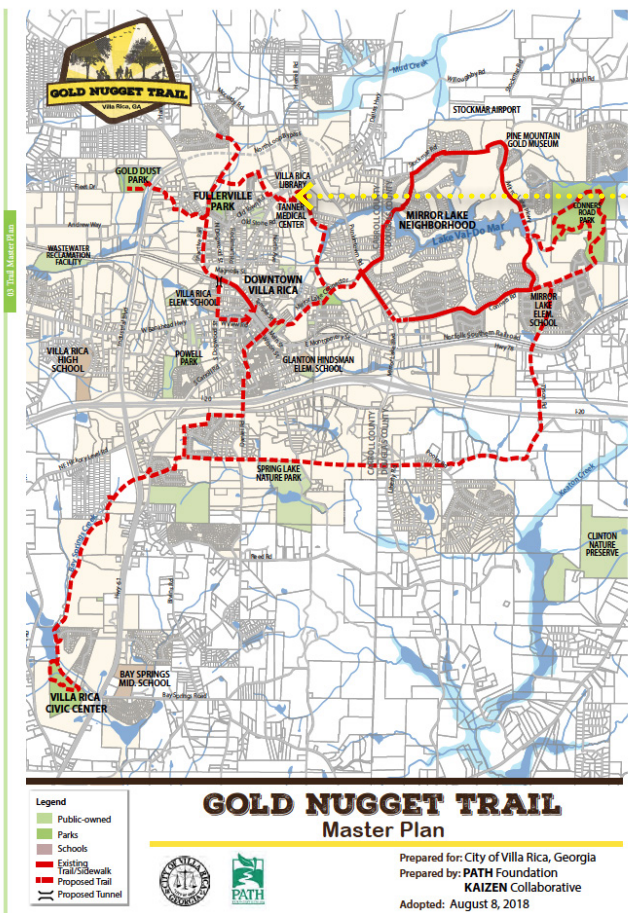
Develop and publish a county-wide housing inventory and needs assessment

Create incentives for downtown and business corridor development



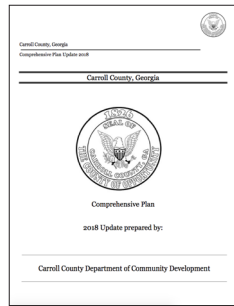
Gold Nugget Trail Master Plan (2018)

- Planned by the City of Villa Rica and the Path Foundation for a **22.6 mile** network of bike and pedestrian trails that would loop around the downtown and have fingers that went out to different parts of the city.
- The planning team recommended a **‘model project’ of a 1.4 mile segment** that would **connect the Library, the Tanner Medical Center, and Fullerville Park (the Housing Authority Property is right in the middle of this segment)**. This segment would be the ‘low hanging fruit’ - the first section completed with the least hindrances- completed as a proof of concept.



COMMUNITY REVITALIZATION STRATEGY

PREVIOUS PLANS AND STUDIES



Carroll County Comprehensive Plan (2018)

Key housing needs included:

1. Enhancing the jobs/housing balance by increasing the ratio of jobs to housing units
2. Developing a more diversified housing mix with a wider range of prices and housing products.
3. Coordinating affordable housing provisions with cities to ensure there is housing for very low, low, and moderate incomes that should be located in proximity to employment opportunities and public services.

Key planning needs of note were:

1. Ensure neighborhoods' integrity is protected by choosing appropriate adjacent land uses.
 2. Provide compatible diversity within neighborhoods with diverse housing opportunities while ensuring neighborhood stability and compatibility.
 3. Protect Key Transportation Corridors
- Ensure that new housing developments provide and support maintenance of adequate facilities and amenities to foster long term neighborhood stability.
 - Collaborate with communities to identify county-wide needs for affordable housing and develop joint strategies to meet those needs.
 - Develop area and sub-area plans to coordinate infrastructure investment and develop new and expand existing businesses.
 - Communities should maximize the use of existing infrastructure and minimize the conversion of undeveloped land at the urban periphery by encouraging development or redevelopment of sites closer to the downtown or traditional urban core of the community.
 - Traditional neighborhood development patterns should be encouraged, including use of more human scale development, compact development, mixing of uses within easy walking distance of one another, and facilitating pedestrian activity.



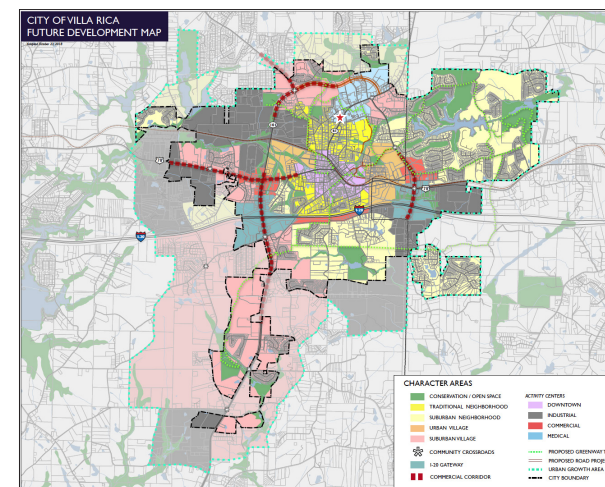
Villa Rica Comprehensive Plan (2018)

Key Development Patterns goals include:

1. Maintain small-town character and cultural identity while supporting growth where infill and redevelopment is encouraged in older, existing areas of the community.
2. Maintain greenspace in redevelopment of existing areas and new developments especially as it relates to connecting to the Gold Nugget Trail/greenways.
3. Improve multi-modal connectivity through bicycle and pedestrian modes.
4. Support mixed use development where residents and visitors can live, work, and play within a compact, walkable area by encouraging a variety of types of densities of housing that are still human-scale.
5. Develop enhanced design standards for all developments.
6. Promote quality corridor development by investigating need for streetscape, enhanced landscaping, and inter-parcel connectivity for new development.

Social and Economic Development goals include:

1. Stimulate revitalization activities and redevelopment of aging properties by focusing funding for redevelopment within existing city limits.
2. Protect and enhance existing neighborhoods while supporting a diverse array of housing options to accommodate future growth by coordinating with Housing Authority on the relocation and redevelopment of existing public housing sites.
3. Maintain high quality services for the citizens of Villa Rica by developing Tax Allocation Districts in targeted areas to fund infrastructure and transportation improvements.



The Future Development Map is a key document that future growth and zoning must comply with.

COMMUNITY REVITALIZATION STRATEGY

CURRENT CONDITIONS / CHALLENGES

The following pages describe five prioritized challenges that this plan seeks to address. The following specific challenges were highlighted during this process from community engagement (public meetings and surveys) steering committees, stakeholder interviews, and from reviewing the previous plans and studies.

1. AFFORDABLE HOUSING

Villa Rica is in need of new and additional affordable housing. Waiting lists for housing / vouchers are closed due to demand and an aging population with fixed expenses. Though those surveyed (and currently living in the Housing Authority property) indicated that their need was met for affordable housing, it is evident that there is a growing need in Villa Rica.



Current Old Town Homes VRHA units

2. CONNECTIVITY

Increased development pressure in the area combined with the excitement for visionary projects like the Gold Nugget Trail show an increased need and desire for residents to be able to access the resources and benefits in the surrounding area like parks, the library and the Tanner Medical Center. Complementary land uses and continued planning will help future residents take more advantage of the great things Villa Rica has to offer.



Rendering from Villa Rica Downtown Master Plan that shows a more vibrant downtown, more accessible crossings, and key connections for the Gold Nugget Trail.

CHALLENGES THIS PLAN ADDRESSES

3. SAFE STREETS AND CROSSINGS

As more people begin traveling not just in a single occupancy vehicle, the need for quality bike/pedestrian infrastructure is that more much important. Safe and accessible sidewalks and street crossings will be increasingly important to utilize the Gold Nugget Trail and for more clients to travel to Tanner Medical.



4. TRAFFIC CALMING

As more development comes to this part of Villa Rica, it is important to be proactive about preparing the roads for increased usage. It is important to utilize appropriate traffic flow infrastructure in areas where there will be increased pedestrian crossings and you still want to be able to keep traffic moving well.



5. EMPLOYMENT ACCESSIBILITY

Public input revealed that job accessibility and job quality are a big concern for area residents. At the same time, residents are also hopeful for the future. Continued momentum from groups like Carroll Tomorrow to connect skills with jobs has been invaluable to Villa Rica. Continued work to find stable transportation options will help this work even more.



COMMUNITY REVITALIZATION STRATEGY

1. AFFORDABLE HOUSING

Affordable Housing is an important component of any city's housing stock. Affordable Housing provides important options for an aging population, young and low income families, and often those with disabilities. This kind of housing in Villa Rica can show up as: a privately-owned subsidized apartment; traditional public housing apartments owned by the state and managed by a housing authority; or in the form of Housing Choice Vouchers (Section 8) which are currently closed and have long waiting lists. Carroll County and Villa Rica Comp Plans both had strong goals related to affordable housing such as:

- + Coordinating affordable housing provisions with cities to ensure there is housing for very low, low, and moderate incomes that should be located in proximity to employment opportunities and public services;
- + Stimulate revitalization activities and redevelopment of aging properties by focusing funding for redevelopment within existing city limits;
- + Protect and enhance existing neighborhoods while supporting a diverse array of housing options to accommodate future growth by coordinating with Housing Authority on the relocation and redevelopment of existing public housing sites.

Rental Housing

Based on demographic and market research for the adjacent neighborhoods there is a strong need for workforce and low income housing for citizens - specifically seniors who have low fixed incomes. In addition to some market rate units, the majority will be affordable units at or below 60% AMI (Area Median Income).



CURRENT CONDITIONS /CHALLENGES



Walton Village in Marietta, GA represents a well-run, attractive, and multi-generational affordable rental project that some members on the steering committee noted as a ideal project for the City of Villa Rica.

1. AFFORDABLE HOUSING RECOMMENDATIONS

- 1.1** Work with the Villa Rica Housing Authority to provide new affordable housing opportunities for seniors.
- 1.2** Work with the Villa Rica Housing Authority to provide new affordable housing opportunities to lower income families.
- 1.3** Zone land in this area to allow for-rent multi-family housing opportunities for lower to medium income families.

COMMUNITY REVITALIZATION STRATEGY

2. CONNECTIVITY

Increased development pressure in the area combined with the excitement for visionary projects like the Gold Nugget Trail show an increased need and desire for residents to be able to access the resources and benefits in the surrounding area like parks, the library and the Tanner Medical Center. Complementary land uses and continued planning will help future residents take more advantage of the great things Villa Rica has to offer. This plan hopes highlight the need for more multifamily housing in this area.

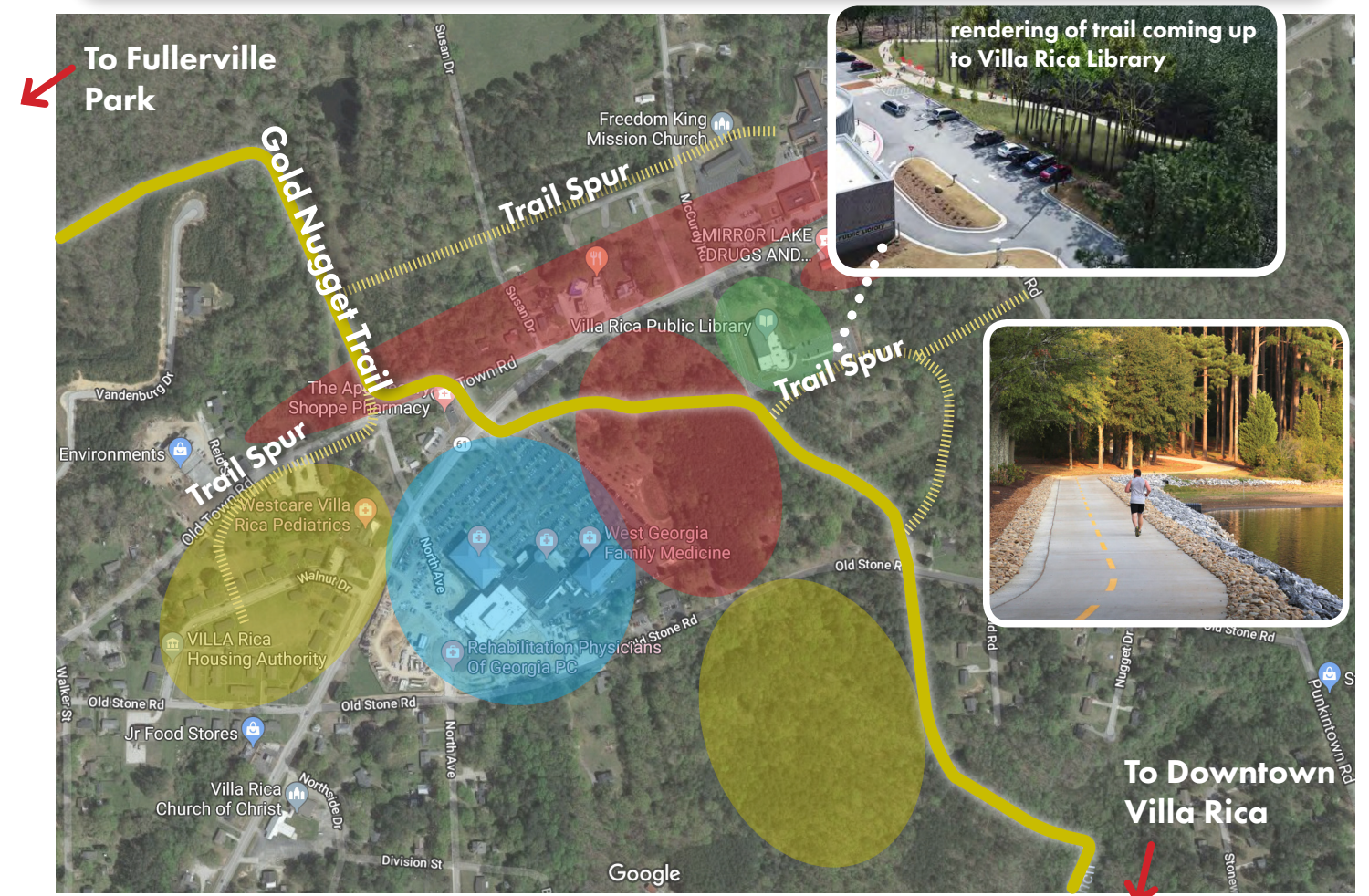
The map on this page shows future compatible land uses that could work with the Tanner Medical campus. Having industry and offices that complement the hospital should be coupled with increased housing opportunities and increased job opportunities for future residents. The addition of the first phase of the Gold Nugget Trail could mean that some people that work in the Medical cluster could walk to work, alleviating car trips and the need for some to have to have a car to get to work. **The increased business and housing emphases could also make the case for future or more frequent shuttle/bus trips from Connect Carroll.**



CURRENT CONDITIONS /CHALLENGES

2. CONNECTIVITY

- 2.1** Connect the planned Gold Nugget Trail to major area destinations such as the Villa Rica Library, Tanner Medical Center, and the future Villa Rica Housing Authority Old Town Homes redevelopment.
- 2.2** Create trail spurs that provide greater walking and biking connectivity to future housing, civic, retail, medical, and major employment destinations developments in the area.
- 2.3** Utilize zoning regulations to ensure that future development along the Gold Nugget Trail is designed to maximize bike and pedestrian usability of the trail system.
- 2.4** Monitor and work with Connect Carroll in look into the feasibility of a circulator shuttle in the future.



COMMUNITY REVITALIZATION STRATEGY

3. SAFE STREETS AND CROSSINGS

As more people begin traveling not just in a single occupancy vehicle, the need for quality bike/ pedestrian infrastructure is that more much important. Safe and accessible sidewalks and street crossings will be increasingly important to utilize the Gold Nugget Trail and for more clients to travel to Tanner Medical. The planning team has identified some key potential areas for textured crossings that signal to drivers that this is a slower section that is used by pedestrians, bikers, and those using wheelchairs. The squares below represent possible locations, but all may not be necessary.

3. SAFE STREETS AND CROSSINGS

- 3.1 Transform key intersections on major roadways into safe and accessible pedestrian crossings through use of pedestrian crossing signals and countdown timers.
- 3.2 Install clearly delineated pedestrian crosswalks at all pedestrian crossing intersections.



4. TRAFFIC CALMING

As more development comes to this part of Villa Rica, it is important to be proactive about preparing the roads for increased usage. It is important to utilize appropriate traffic flow infrastructure in areas where there will be increased pedestrian crossings and you still want to be able to keep traffic moving well. The team is recommending the use of three roundabouts in this area. These roundabouts will calm the flow of traffic to move more gentle and constant. Currently Dallas Highway and Punkintown Road has seen large backups in all directions. Roundabouts can also work in concert with safe raised crosswalks. The use of roundabouts will create a safer environment for all users.

4. TRAFFIC CALMING

- 4.1 Install new roundabouts at major intersections to ensure the slow and safe movement of vehicular traffic through the area.



COMMUNITY REVITALIZATION STRATEGY

5. EMPLOYMENT ACCESS

CHALLENGES THIS PLAN ADDRESSES

Public input revealed that job accessibility and job quality are a big concern for area residents. At the same time, residents are also hopeful for the future. Continued momentum from groups like Carroll Tomorrow to connect skills with jobs has been invaluable to Villa Rica. Continued work to find stable transportation options will help this work even more.

A future trail spur would allow Gold Nugget Trail users to connect to Gold Dust Park and the many industry jobs along Industrial Boulevard.

This map highlights all of the previous recommendations together. Increased commercial office space, an expanded Tanner Medical Center, and more retail space equals more jobs and goods/services for area residents. More multifamily and affordable multifamily housing means these new residents would not have to use a car/truck to get to work or run quick errands which also means less traffic on Dallas Highway.



5. EMPLOYMENT ACCESS

5.1 Zone the area near Tanner Medical Center and Dallas Highway to allow commercial, medical office, and retail uses to continue the growth of the area as a major employment center for the City and the region.

5.2 Continue to work with Carroll Tomorrow to raise awareness of the vocational training available to area residents.

IMPLEMENTATION MEASURES

1. AFFORDABLE HOUSING

Goal	Description	Responsible Agencies	Resources	Time frame	Cost
1.1	Work with the Villa Rica Housing Authority to provide new affordable housing opportunities for seniors.	Villa Rica Housing Authority / Affordable housing development partners	DCA tax credit sources / Public-private partnerships	Within the next year	Approx. \$17million
1.2	Work with the Villa Rica Housing Authority to provide new affordable housing opportunities to lower income families (workforce housing).	Villa Rica Housing Authority / Affordable housing development partners	DCA tax credit sources / Public-private partnerships	Within the next three years	TBD
1.3	Zone land in this area to allow for-rent multi-family housing opportunities for lower to medium income families.	City of Villa Rica	Villa Rica Planning and Zoning Department staff	Within the next year	None

2. CONNECTIVITY

Goal	Description	Responsible Agencies	Resources	Time frame	Cost
2.1	Connect the planned Gold Nugget Trail to major area destinations such as the Villa Rica Library, Tanner Medical Center, and the future Villa Rica Housing Authority Old Town Homes redevelopment.	City of Villa Rica/ Parks and Recreation / Private property owners	City funds / Government and private grants / SPLOST / grants	Within the next two years	\$2.4 million
2.2	Create trail spurs that provide greater walking and biking connectivity to future housing, civic, retail, medical, and major employment destinations / developments in the area.	City of Villa Rica/ Private property owners	City funds / Government and private grants / Private property owners	Within the next two years	\$92 per linear foot
2.3	Utilize zoning regulations to ensure that future development along the Gold Nugget Trail is designed to maximize bike and pedestrian usability of the trail system.	City of Villa Rica	Villa Rica Planning and Zoning Department staff	Within the next year	None
2.4	Monitor and work with Connect Carroll in look into the feasibility of a circulator shuttle in the future.	City of Villa Rica, Connect Carroll, Tanner Medical	Connect Carroll, Georgia Department of Transportation, City funds	Within the next 3 years	TBD

IMPLEMENTATION MEASURES

3. SAFE STREETS AND CROSSINGS

Goal	Description	Responsible Agencies	Resources	Time frame	Cost
3.1	Transform key intersections on major roadways into safe and accessible pedestrian crossings through use of pedestrian crossing signals and countdown timers.	Georgia Department of Transportation / City of Villa Rica	State and local funds	Within the next three years	Approx. \$5000 / signal
3.2	Install clearly delineated pedestrian crosswalks at all pedestrian crossing intersections.	Georgia Department of Transportation / City of Villa Rica	State and local funds	Within the next three years	Approx. \$2500 / crosswalk

4. TRAFFIC CALMING

Goal	Description	Responsible Agencies	Resources	Time frame	Cost
4.1	Install new roundabouts at major intersections to ensure the slow and safe movement of vehicular traffic through the area.	Georgia Department of Transportation / City of Villa Rica	State and local funds	Within the next five years	Approx. \$150,000-\$500,000 per roundabout

5. EMPLOYMENT ACCESS

Goal	Description	Responsible Agencies	Resources	Time frame	Cost
5.1	Zone the area near Tanner Medical Center and Dallas Highway to allow commercial, medical office, and retail uses to continue the growth of the area as a major employment center for the City and the region.	City of Villa Rica	Villa Rica Planning and Zoning Department staff	Within the next year	None
5.2	Continue to work with Carroll Tomorrow to raise awareness of the vocational training available to area residents.	Carroll Tomorrow, City of Villa Rica, Department of Education	Carroll Tomorrow, City Staff, Carroll County Board of Education,	Within the next year	None

APPENDIX

SIGN-IN SHEETS FOR JANUARY 28TH PUBLIC MEETING

ONLINE SURVEY IMAGES

SIGN-IN SHEET : Old Town Homes / Revitalization Plan Public Meeting		
NAME	ADDRESS	EMAIL
Charlene Keneis	602 Dallas Hwy #32 Villa Rica (none)	
John Springer	52 Walnut Dr #52 Villa Rica	
Charles Futral	Old Town 27 Villa Rica	
Alan Whitlock	Walton Communities	an Whitlock@waltoncommunities.com
Sonya Watson	500 Old Stone Rd #21 VR, GA 30180	swatson9075@gmail.com
Clint Chance	217 N Avenue VR	CChance2CarrollCountyGa.com
Elvira Korman	126 Cleghorn #14	
David Jackson	CT	

SIGN-IN SHEET : Old Town Homes / Revitalization Plan Public Meeting		
NAME	ADDRESS	EMAIL
Randee Quarks	46 Walnut Dr #46	RandeeQuarks@gmail.com
Brian Montemore	612 Dallas Hwy #31	
Bruce Battalio	Turnley Homes #1	
Copie's Corp	164 Reid Plantation Drive	Sam March@beltsouth.net
Shirley Mangum	City of Villa Rica	temeka.sparks@gmail.com
Temeka Sparks	37 Nunley Homes	temeka.sparks@gmail.com
Monica Taylor	28 Nunley Homes	tagioneko150@gmail.com

SIGN-IN SHEET : Old Town Homes / Revitalization Plan Public Meeting		
NAME	ADDRESS	EMAIL
Mary Buckley	600 Dallas Rd #2	
Cathy Marlow	600 Dallas Rd #3	
Shelena Bridges	500 Old Stone Rd #9	
Mary Lineback	416 Walker St	MaryL9999@yahoo.com
Sara Doherty	38 Whitlow St	
Linda Mathis	56 2501d Town Rd	
Rhonda Campbell	301 Anderson Apt. 12	
Donna Baker	47 Walnut Grove Villa Rica 30180	
Bernice Anderson	602 Dallas Hwy #33	
Garr Judy Talbot	Chairman HA	
Debra Buchanan	45 Walnut Dr #45 Villa Rica	
Cheryl Bell	225 Raleigh Way V.R.	cheryl900@yahoo.com
Brianna Brown	201 Cleghorn St #3 V.R.	
Cathy Cline	126 Cleghorn St. Apt. 12	

SIGN-IN SHEET : Old Town Homes / Revitalization Plan Public Meeting		
NAME	ADDRESS	EMAIL
A. Bernice Booth	130 Red Branch Dr. VR GA	
RANDY RICE	APT 2 HUNLEY HOMES	
Maura Frachill	2181 Newmarket pkwy	MFrachill@waltoncommunities.com
Matthew Mountchen	263 Augusta Woods Dr VR	MatthewMountchen@gmail.com
Robert White	348 Harrison Ln Rd V.R. 30180	beltsouth.net
Tiny Mae Powell	36 Walnut Dr. VR, Ga. 30180	
J.R. Charles	Carroll County	



Villa Rica Revitalization Plan Survey

Old Town Homes Community Revitalization Plan Survey : Spring 2019

Several **\$25 VISA gift cards** will be awarded at random to survey takers at the completion of the survey process. Make sure to include your email or phone number so we can follow up!

This survey is part of a planning process to document the challenges and experiences surrounding redevelopment activities within the community around the Old Town Homes and Tanner Medical Center. We are currently looking for feedback related to accessing affordable housing, education, employment, transportation, health services, as well as revitalization activities underway such as the Gold Nugget Trail, new library and roadway improvements. Survey participants are anonymous and survey responses will be utilized solely for this process. For more information on this survey or this process, please contact **Dick Chambers at the Villa Rica Housing Authority at : 770.456.4946.**

All surveys must be submitted by **Monday, February 18, 2019.** Completed paper surveys may be submitted to the offices of the **Villa Rica Housing Authority at 35 Walnut Drive, Villa Rica, GA 30180.**

If you were unable to make the public meeting on 1/28/2019 - click [HERE](#) to view it for some added background information.

0 of 21 answered

EDUCATION

Answer the next 3 questions related to Educational Opportunities.

5. Children in my community have **access** to good **EDUCATIONAL OPPORTUNITIES.**

- ☐ Strongly agree
- ☐ Disagree
- ☐ Agree
- ☐ Strongly disagree
- ☐ Neither agree nor disagree

6. The **quality** of **EDUCATION** in my community is getting better.

- ☐ Strongly agree
- ☐ Disagree
- ☐ Agree
- ☐ Strongly disagree
- ☐ Neither agree nor disagree

0 of 21 answered

APPENDIX

POSTINGS IN LOCAL MEDIA

Villa Rica Housing Redevelopment Public Meeting

Monday, January 28, 2019
5:30 pm
Villa Rica Public Library
869 Dallas Highway

Downtown Development Authority Meeting

Monday, January 28, 2019
8:15 pm
Holt-Bishop Justice Center
101 Main Street

Special Called Villa Rica Development Authority Meeting

Tuesday, January 29, 2019
8:00 pm
Villa Rica Public Library
869 Dallas Highway

Library Events—

FWomen of the Holocaust - KSU Exhibit On Display i

January 4 - January 31, 2019
Villa Rica Public Library, 869 Dallas Hwy

Villa Rica Public Library is hosting another WWII-themed traveling exhibit from Kennesaw State University's Museum of History and Holocaust Education. Remembering Ravensbrück: Women and the Holocaust, tells the story of the Nazi concentration camp where more than 150,000 women were interned. The exhibit focuses on the camp history and highlights stories of women who suffered in and survived the camp as well female guards. Created by the KSU's Public History and German Studies Programs and the Ravensbrück Memorial Site, the exhibit will be on display through January.

Winter Picture Books

Villa Rica

HOUSING REDEVELOPMENT PUBLIC MEETING

MONDAY, JANUARY 28TH : 5:30PM

LOCATION: VILLA RICA PUBLIC LIBRARY
869 Dallas Highway Villa Rica, GA 30180

SHARE YOUR INPUT AND LEARN ABOUT THE PROCESS

COMMUNITY FORUM

The City of Villa Rica, the Villa Rica Housing Authority, Carroll Tomorrow, Tanner Medical and Walton Communities is in the process of planning for the future of the Old Town Homes property. This community forum is a chance to get more information on this process and to provide your input on how the Old Town Homes property and broader area could be improved. Please join us to give your valuable input for creating improved housing opportunities for the City of Villa Rica.

TOPICS OF DISCUSSION

- Educational Opportunities for residents
- Access to Health Services
- Transportation Accessibility for area residents
- Overall Redevelopment Activities
- Access to Affordable Housing
- Employment Opportunities

Housing Authority of the City of Villa Rica

WALTON COMMUNITIES

canvas PLANNING GROUP

end of document



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: To Discuss Changes to the Bulk Pick Up Ordinance

AGENDA DATE: April 9, 2019

DATE PREPARED: March 29, 2019

PREPARED BY: Tom Barber

AMOUNT: unknown

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To discuss changes to the City's bulk pickup ordinance.

BACKGROUND: The City Council approved changes to the bulk pickup ordinance in October, 2018, effective in 2019. Residents are now billed for volumes in excess of four cubic yards of debris. Councilmember Carter has asked to discuss possible changes to the ordinance.

STAFF RECOMMENDATION:

IMPACT:

MOTION: For discussion.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: To Approve Changes to the Animal Control Ordinance

AGENDA DATE: April 9, 2019

DATE PREPARED: March 29, 2019

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To approve changes to our animal control ordinance.

BACKGROUND: The Carroll County service delivery agreement calls for the County to provide Animal Control services to the municipalities. We agreed to adopt an ordinance identical to the County ordinance to enable County-wide enforcement. The County has proposed changes to correct flaws in the current ordinance.

STAFF RECOMMENDATION: Staff recommends that the City Council approve the proposed changes.

IMPACT:

MOTION: I move that we adopt the proposed Animal Control ordinance effective April 9, 2019.

RESOLUTION AND ORDINANCE OF THE BOARD OF COMMISSIONERS OF CARROLL COUNTY TO AMEND SECTIONS 14-51, 14-53, 14-54, 14-57 AND 14-60 OF CHAPTER 14 – ANIMALS OF THE CODE OF ORDINANCES OF CARROLL COUNTY, GEORGIA TO UPDATE CARROLL COUNTY’S ANIMAL CONTROL ORDINANCES AND FOR OTHER PURPOSES

WHEREAS, the Board of Commissioners of Carroll County, Georgia, has the duty to protect the health, safety and welfare of persons and property within its jurisdiction limits; and

WHEREAS, the Board of Commissioners has determined a need to regulate and enforce Chapter 14 – Animals of the Code of Ordinances of Carroll County, Georgia, to protect the health, safety and welfare of persons and property within the unincorporated areas of the County;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners that Sections 14-51, 14-53, 14-54, 14-57, and 14-60 of Chapter 14 – ANIMALS of its Code of Ordinances be amended as follows:

Section 14-51.- Definitions.

1. The following defined terms shall be added, alphabetically, under Section 14-51:

A. *Adequate shelter* means a protective cover for a pet appropriate for the species and adequate space to maintain the pet in good health, which also prevents pain, suffering or a significant risk to the pet's health.

“Adequate shelter” includes, but is not limited to, the following: sufficient coverage and insulation to protect a pet from extreme hot and cold temperatures and severe weather that could cause harm to a pet; sufficient protection from the elements to keep the pet dry; sufficient shade and ventilation to prevent a pet from overheating and/or dehydrating; and adequate bedding or resting area suitable for the breed, species, age, size, and medical condition of the animal.

“Adequate shelter” is structurally sound housing which provides a pet with:”

- a. Adequate space;
- b. Three solid walls;
- c. A roof;
- d. A dry floor that is either: solid or grids, provided the pet can easily stand, walk, lay and sit on the grids without its feet or body parts being caught, damaged, or injured. The floor and area under the floor must be designed so that it can be cleaned and sanitized.
- e. Adequate ventilation;
- f. An adequate entrance; and
- g. Adequate space for the number of pets on the property.

Materials not suitable for shelters include, but are not limited to: inadequately insulated containers; crates with exposed sharp edges; metal or plastic drums; abandoned or parked vehicles; porches or decks; lean-tos; any other structure that fails to provide sufficient protection from the elements; and any other structure that is not safe or suitable for housing the species.

B. *Community cat* means an unowned, free-roaming cat that has been marked by surgical ear-tip pursuant to a community cat program or a TNR (Trap, Neuter, Return) program approved and operated by the department.

C. *Department* means the Carroll County Animal Control Department or other department designated by the governing authority.

D. *Feral cat* means a cat that is unsocialized to humans and has a temperament of extreme fear of and resistance to contact with humans.

E. *Feral cat caregiver* means any person who, in accordance with a community cat program or a TNR program approved and implemented by the department:

- (1) Provides care, including food, shelter or medical needs to the cat; or
- (2) Has temporary custody of the cat.

F. *Pet* means any animal kept for pleasure, excluding livestock.

G. *Premises* means any establishment, facility, land or parts thereof.

2. The definition of “*Tethering*” under Section 14-51 shall be stricken in its entirety and the following substituted therefor:

Tether or tethering means the restraint and confinement of an animal by use of a chain or similar restraint device.

Section 14-52.-Purpose; scope.

1. The incorrect section number of 11-52 shall be corrected to 14-52.

Section 14-53.- Animal Control.

1. Subsection (c) of Section 14.53 shall be amended by adding a new subsection (4) to read as follows:

- (4) *Proper tethering device.* An animal may be restrained by a tethering or a tethering device but such tethering area must also be maintained in a proper clean and sanitary condition and the tethered animal must have access to adequate food, water and shelter while on such tether. A tethering device

must be attached to both the animal and the anchor using a swivel or similar devices that prevent the chain or tether from becoming entangled or twisted. The chain or tether must be attached to a well-fitted collar or harness on the animal. The chain or tether must be at least four times the body length of the animal measured from the tip of the nose to the base of its tail. The area where the animal is tethered must be clear of debris and clear of any object that would entangle the chain or tether. The chain or tether must be of adequate size and strength for the animal. Logging chains or such devices are prohibited. A trolley system or a tether attached to a pulley in a cable run is also allowed, provided these listed conditions are met. Chaining or tethering an animal to a vehicle, dog house, tree, or pole will not be permitted.

2. Subsection (f) of Section 14.53 shall be stricken in its entirety and the following substituted therefor:

- (f) *Animals in heat.* Any owner or custodian shall confine any dog or cat in heat, either indoors and/or in such a way as to make it impossible for other dogs or cats to impregnate.

3. Section 14.53 shall be amended by adding a new subsection (h) to read as follows:

- (h) *Stray Cats.* Any stray cat without any traceable form of identification that is impounded or brought to the animal shelter and deemed eligible may be transferred immediately to a community cat program, TNR program, placed for adoption, or disposed of by the department or designee of the County.

Section 14-54.- Impoundment.

1. Section 14.54 shall be amended by adding the following new subsections:

- (9) Feral cats, kittens younger than four months, and puppies younger than four months may be impounded for a period of less than three days in the discretion of the department.
- (10) No healthy community cat shall be impounded unless it:
 - (a) Damages the personal or private property of a person or legal entity that seeks its impoundment; or
 - (b) Creates unsanitary conditions, offensive or objectionable odors.

Section 14-56.-Adoption.

1. Subsection (1) of Section 14.56 shall be stricken in its entirety and the following substituted therefor:

- (1) Payment of an adoption fee to be set by the board of commissioners and any vaccination, licensing or veterinary costs;

Section 14-57.-Cruelty to Animals.

1. Subsection (8) of Section 14.57 shall be stricken in its entirety and the following substituted therefor:

- (8) Knowingly or willingly permit or aid in the release of any animal on any property with the intention of abandoning the animal, except for feral cat caregivers or pursuant to a community cat program or TNR program approved and implemented by the department.

2. Section 14.57 shall be amended by adding new subsections (9) and (10) as follows:

- (9) Fail to provide a proper tether device or proper tethering area in accordance with this article.
- (10) Fail to provide any pet with access to an adequate shelter.

Section 14-59.-Animal establishments.

1. Subsection (b)(3) of Section 14.59 shall be stricken in its entirety and the following substituted therefor:

- (3) Upon receipt of a completed application, the department shall make an inspection of the facility to ensure that all animals are provided for in a humane manner and that the establishment is in compliance with all provisions of this article. The department shall be permitted to make the inspection at any reasonable time during normal business hours. A nonrefundable inspection fee in an amount set by the board of commissioners shall be paid directly to the department prior to the inspection.

2. Subsection (b)(5) of Section 14.59 shall be stricken in its entirety and the following substituted therefor:

- (5) Any animal establishment denied a permit may not reapply for a period of at least ten days. Each reapplication shall describe any previous denial or revocation. A nonrefundable fee set by the board of commissioners shall be paid to the department for reinspection prior to each reinspection.

Section 14-60. Interference with duties of department; right of entry onto property and into vehicles; equipment.

1. Subsection (c) of Section 14.60 shall be stricken in its entirety and the following substituted therefor:

- (c) The department may use any force necessary to remove any animal in distress locked in an unattended vehicle. The operator of the vehicle will be charged with cruelty to animals as defined in this article. No injunction or claim for damages may be placed against the department or its officers for this action.

Section 14-64. Penalties for violations.

1. Section 14.64 shall be stricken in its entirety and the following substituted therefor:

Any person convicted of a violation of this article shall, upon conviction, be punished as provided in Section 1-13 and/or perform public service work not to exceed 100 hours, or any combination thereof. If such violation is continued, each day's violation shall be a separate offense.

This Resolution and Ordinance shall be effective on _____, 2018.

Adopted this _____ day of _____, 2018.

George A. Chambers, Interim Chairman of
Board of Commissioners of Carroll County

Attest: _____
Susan A. Mabry, Clerk

ARTICLE III. - ANIMAL CONTROL

Sec. 14-51. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned animal. An animal shall be considered abandoned under the following conditions:

- (1) Any animal placed upon public property or within a public building and left unattended or uncared for;
- (2) Any animal placed upon private property of another without the express permission of the owner, custodian or tenant and left unattended or uncared for; or
- (3) Any animal left on the property of the owner or custodian of such animal for more than 36 hours unattended and without food and water.

Adequate shelter means a protective cover for a pet appropriate for the species and adequate space to maintain the pet in good health, which also prevents pain, suffering or a significant risk to the pet's health.

"Adequate shelter" includes, but is not limited to, the following: sufficient coverage and insulation to protect a pet from extreme hot and cold temperatures and severe weather that could cause harm to a pet; sufficient protection from the elements to keep the pet dry; sufficient shade and ventilation to prevent a pet from overheating and/or dehydrating; and adequate bedding or resting area suitable for the breed, species, age, size, and medical condition of the animal.

"Adequate shelter" is structurally sound housing which provides a pet with:"

a. Adequate space;

b. Three solid walls;

c. A roof;

d. A dry floor that is either: solid or grids, provided the pet can easily stand, walk, lay and sit on the grids without its feet or body parts being caught, damaged, or injured. The floor and area under the floor must be designed so that it can be cleaned and sanitized.

e. Adequate ventilation;

f. An adequate entrance; and

g. Adequate space for the number of pets on the property.

Materials not suitable for shelters include, but are not limited to: inadequately insulated containers; crates with exposed sharp edges; metal or plastic drums; abandoned or parked vehicles; porches or decks; lean-tos; any other structure that fails to provide sufficient protection from the elements; and any other structure that is not safe or suitable for housing the species.

Animal means any type of domestic or exotic animal or fowl including, but not limited to, dogs and cats.

Animal control department or department means the department responsible for administering and enforcing the provisions of this article.

Animal establishment means any pet shop, kennel, grooming shop, auction, performing animal exhibition or other facility engaged in the handling of animals, excluding licensed veterinarians and veterinary clinics and hospitals.

Animal nuisance. An animal shall be considered a nuisance if it:

- (1) Damages, soils, defiles or defecates on private property (other than the property of the owner of the animal), or public property and recreational areas;
- (2) Causes unsanitary, dangerous, or offensive conditions;
- (3) Causes a disturbance by excessive barking or other noisemaking;
- (4) Molests, attacks or interferes with persons on public or private property, unless the animal is a guard dog actively performing its duties while confined to the property of the owner or responsible person;
- (5) Chases vehicles;
- (6) Attacks other animals; or
- (7) Runs uncontrolled.

Animal shelter means any facility operated by any governmental entity, humane society or other organization for the purpose of impounding or caring for animals held under the authority of this article or state law.

At large. An animal is considered at large when it is not under control as provided in this article.

Auctions means any place or facility where animals are regularly bought, sold or traded, except for those facilities otherwise defined in this article. Individual sales of animals by owners are not auctions as defined in this article.

Community cat means an unowned, free-roaming cat that has been marked by surgical ear-tip pursuant to a community cat program or a TNR (Trap, Neuter, Return) program approved and operated by the department.

Cruelty means any act, omission or neglect whereby unjustifiable pain, suffering, maiming or death may be caused or permitted to any animal as defined in this section.

Department means the Carroll County Animal Control Department or other department designated by the governing authority.

Feral cat means a cat that is unsocialized to humans and has a temperament of extreme fear of and resistance to contact with humans.

Feral cat caregiver means any person who, in accordance with a community cat program or a TNR program approved and implemented by the department:

- (1) Provides care, including food, shelter or medical needs to the cat; or
- (2) Has temporary custody of the cat.

Humane manner means care of an animal including, but not limited to, adequate heat, ventilation, sanitary shelter, wholesome fresh food and access to fresh, clean, wholesome water at all times, consistent with the normal requirements and feeding habits of the animal's size, species and breed.

Kennel means any premises where any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee or selling animals.

Owner means any person who has title to or the right to possession of an animal, including, but not limited to, the caretaker or custodian of any animal or person harboring or having control of an animal. An animal is deemed in a person's possession if it is fed or sheltered for three consecutive days or more.

Pet shop means any person engaged in the business of buying or selling two or more species of live animals with the intent that they be kept as pets.

Spayed or neutered means incapable of sexual reproduction.

~~*Tethering.* An animal may be restrained using a tethering device in which the chain or tether must be attached to both the animal and the anchor using a swivel or similar devices that prevent the chain or tether from becoming entangled or twisted. The chain or tether must be attached to a well-fitted collar or harness. The chain or tether cannot be used without a well fitting collar or harness. The chain or tether must be at least four times the body length of the animal measured from the tip of the nose to the base of its tail.~~ *Tether or tethering* means the restraint and confinement of an animal by use of a chain or similar restraint device.

Under control. Any animal shall be considered under control if it is confined to the premises of its owner, or is secured by a leash, chain or lead of sufficient strength to prevent it from escaping from its owner when away from the premises of the owner.

Veterinary clinic or hospital means a clinic or hospital operated by a licensed veterinarian.

Vicious or dangerous animal means any animal which constitutes a physical threat to human beings or other animals by virtue of one or more documented, provoked or unprovoked attacks or threats of attack of such severity as to cause property damage, physical injury or significant mental trauma to the victim. Animal attacks on persons or other animals shall be documented by reporting such attacks to the county animal control office.

(Ord. of 11-28-95, § 3-1-3; Ord. of 5-5-15, § 1)

Cross reference— Definitions generally, § 1-2.

Sec. ~~1114~~-52. - Purpose; scope.

- (a) It is the intent of this article to make animal owners responsible and accountable for the actions, behavior and conditions of their animals.
- (b) Nothing in this article shall be interpreted or applied so as to create any power or duty in conflict with the preemptive effect of any federal, state or municipal law.

(Ord. of 11-28-95, §§ 3-1-1, 3-1-2)

Sec. 14-53. - Animal control.

- (a) *Generally.* An animal owners' premises shall be maintained in such a manner as not to constitute either a private nuisance to adjoining property owners or a nuisance to the public generally. Pens or enclosures in which animals are confined or maintained shall at all times be kept and maintained in a proper, clean and sanitary condition so they are kept free from offensive odors which would disturb any person residing within a reasonable distance of the premises. The animals themselves shall be restrained in such a fashion that they shall not disturb such persons by making noise. An animal may be restrained by using a tethering device as defined in section 15-51 but such tethering area must also be maintained in a proper clean and sanitary condition and the tethered animal must have access to adequate food, water and shelter while on such tether.
- (b) *Livestock or fowl.* It shall be unlawful for any person to have, control or possess any pasture or enclosure for livestock or fowl in any fashion not authorized by the zoning ordinance of the county.

(c) *Restraint.*

- (1) *Generally.* An animal owner shall restrain his animal in such a way as to prevent the animal from having access to the property of another person, without the permission of that person. An animal may leave the property of the animal owner when accompanied by the animal owner, but the animal owner must have the animal on a leash and must prevent the animal from having access to the property of another person without the permission of that person, or from attacking, threatening or harassing other persons.
- (2) *Dogs and cats.* An owner of a dog, cat, or any animal shall restrain the animal in such a manner, whether by leash, fence or other appropriate enclosure (fence, pen, etc.), which will ensure that the animal is contained within the boundaries of the property owned or leased by the owner of the animal. In all residentially zoned districts (including subdivisions and mobile home parks and/or subdivisions) dogs, cats or any other animal shall be actively restrained as provided for in this article in order to prevent their leaving the property of their owner, unless the animal is under the direct supervision and control of the owner of the animal or his designee.
- (3) *Attack prevention.* An animal owner shall restrain his animal in such a manner as to prevent the animal from attacking, threatening or harassing any person on the public right-of-way of the roads, streets, highways and sidewalks in the county.

(4) *Proper tethering device.* An animal may be restrained by a tethering or a tethering device but such tethering area must also be maintained in a proper clean and sanitary condition and the tethered animal must have access to adequate food, water and shelter while on such tether. A tethering device must be attached to both the animal and the anchor using a swivel or similar devices that prevent the chain or tether from becoming entangled or twisted. The chain or tether must be attached to a well-fitted collar or harness on the animal. The chain or tether must be at least four times the body length of the animal measured from the tip of the nose to the base of its tail. The area where the animal is tethered must be clear of debris and clear of any object that would entangle the chain or tether. The chain or tether must be of adequate size and strength for the animal. Logging chains or such devices are prohibited. A trolley system or a tether attached to a pulley in a cable run is also allowed, provided these listed conditions are met. Chaining or tethering an animal to a vehicle, dog house, tree, or pole will not be permitted.

- (d) *Vicious or dangerous animals.* Any owner of a vicious animal shall confine it within a building or secure enclosure and not release it unless it is securely muzzled and under restraint. Any vicious animal not secured as provided in this article is declared a nuisance and may be impounded pursuant to the provisions of this article and/or confined by the department for a period of 30 days. If an action is brought in any court of competent jurisdiction concerning the attack or attempt to attack by such animal, the period of confinement may be extended until the entry of a final order of disposition in such action. Further, in any prosecution of an owner or a responsible person of any vicious animal for any violation of this article, the court may, upon conviction entered against the owner or responsible person, order that the animal be humanely destroyed.
- (e) *Hunting dogs.* Hunting dogs in the custody of persons hunting in accordance with state game and fish department laws, rules and regulations are exempt from the mandates of this section. The owners of such dogs shall be civilly liable for any damage occasioned by the actions of their dogs.
- (f) *Animals in heat.* Any owner or custodian shall confine any dog or cat in heat—, either indoors and/or in such a way as to make it impossible for other dogs or cats to impregnate.
- (g) *Animals at large.* It shall be unlawful for any person owning or having control of any chickens, ducks, horses, cows, goats, pigs, dogs, cats or any other type of animal, livestock, or other fowl within the county to permit them to run at large or to be a menace or nuisance to that person's neighbors or the public in general. In regard to poultry and/or fowl as referenced in this subsection, same shall be confined in an enclosure, housing or pen of some sort to the extent possible.

(h) Stray Cats. Any stray cat without any traceable form of identification that is impounded or brought to the animal shelter and deemed eligible may be transferred immediately to a community cat program, TNR program, placed for adoption, or disposed of by the department or designee of the County.

(Ord. of 11-28-95, § 3-1-4; Ord. of 5-5-15, § 1)

Sec. 14-54. - Impoundment.

Any animal at large or otherwise in violation of the provisions of this article may be impounded in the animal shelter in a humane manner, for a period of not less than three days, in accordance with the following provisions:

- (1) If within that time an animal so impounded has not been reclaimed by its owner in accordance with the provisions of this article, the animal shall become the absolute property of the department, which may convey ownership of the animal to any responsible person or any conditions that the department may prescribe, or the department may humanely destroy the animal.
- (2) An animal control officer may follow an animal that has been seen by that officer running at large onto private property to capture and impound the animal. No injunction, action or claim for damages may be brought against the department or its officers, agents or employees with respect to actions contemplated in this section.
- (3) The department shall make a reasonable effort to notify the owner of any animal impounded in the animal shelter that the animal has been impounded, the manner by which the animal may be reclaimed, and that the animal shall become the property of the department as provided in this section.
- (4) Following the impoundment of an animal found at large which has on its owner's address, and prior to its destruction the department shall use reasonable care to give the owner five days' notice of the proposed destruction.
- (5) Notwithstanding any provision of this article to the contrary, the department may refuse to release any animal impounded in the animal shelter for rabies, contagious disease quarantine or for use as evidence in a criminal prosecution for any time period as the department may determine.
- (6) Notwithstanding any provision of this article to the contrary, the department may humanely destroy any animal impounded in the animal shelter when the department reasonably believes that destruction of the animal is necessary to prevent disease, injury or overcrowding in the animal shelter, or to prevent the presence or threatened presence of contagious disease, the likelihood of danger or injury to humans or animals or any other condition.
- (7) Notwithstanding any provision of this article to the contrary, the department may humanely destroy any animal impounded in the animal shelter when the animal control department reasonably believes the animal has sustained an injury or disease which will likely result in maiming, prolonged and/or severe suffering or death.
- (8) The department may set all appropriate fees pertaining to the care and impoundment of animals.
- (9) Feral cats, kittens younger than four months, and puppies younger than four months may be impounded for a period of less than three days in the discretion of the department.
- (10) No healthy community cat shall be impounded unless it:
 - (a) Damages the personal or private property of a person or legal entity that seeks its impoundment; or
 - (b) Creates unsanitary conditions, offensive or objectionable odors.

(Ord. of 11-28-95, § 3-1-5(a))

Sec. 14-55. - Rabies.

- (a) Any person who knows that an animal, domestic or wild, is rabid or suspects an animal of having rabies, or knows that an animal has been bitten by a rabid animal, shall promptly report the information, to the extent known, to the state department of human resources and the department.
- (b) It shall be the duty of the owner, the health department, physicians, hospitals or any other person or agency gaining information that any domestic animal has been bitten or is probably infected with rabies, to impound the animal in the facility of a competent veterinarian within this county, where the animal shall be held for observation for any period of time as may be reasonably necessary to determine whether or not the animal is infected with rabies.

(Ord. of 11-28-95, § 3-1-5(b))

Sec. 14-56. - Adoption.

The department may convey ownership (permit adoption) of any animal which has become the property of the department to a responsible person subject to conditions prescribed by the department, including, but not limited to, the following:

- (1) Payment of an adoption fee to be set by the ~~department~~board of commissioners and any vaccination, licensing or veterinary costs;
- (2) Evidence that the animal has been, or will be, examined by a veterinarian and vaccinations against rabies and other disease administered; and
- (3) Evidence that the animal has been, or will be, neutered or spayed.

(Ord. of 11-28-95, § 3-1-5(c))

Sec. 14-57. - Cruelty to animals.

It shall be unlawful for any person, either by act or omission, to:

- (1) Overdrive, overload, overwork, torture, beat, mutilate, kill needlessly, carry or confine in a vehicle in an inhumane manner, or otherwise mistreat, any animal;
- (2) Fail to provide any animal with proper food and veterinary care;
- (3) Fail to provide any animal with access to shelter to protect it from all types of weather, 24 hours daily;
- (4) Fail to provide any animal access to good and wholesome fresh water at all times;
- (5) Intentionally poison any animal;
- (6) Allow or promote any fight between animals, or to allow or permit any fight in or upon any premises in that person's possession or under that person's control;
- (7) Allow an animal to be kept in unsanitary conditions; or
- (8) Knowingly or willingly permit or aid in the release of any animal on any property with the intention of abandoning the animal, except for feral cat caregivers or pursuant to a community cat program or TNR program approved and implemented by the department.

(9) Fail to provide a proper tether device or proper tethering area in accordance with this article.

(10) Fail to provide any pet with access to an adequate shelter.

(Ord. of 11-28-95, § 3-1-6)

Sec. 14-58. - Vaccination.

- (a) All animal owners within the county shall have their animals over three months of age, including both dogs and cats, inoculated for the prevention of rabies.
- (b) The department may adopt any other rabies control regulations as it deems necessary for the protection of public health and safety.
- (c) All regulations of the state department of human resources presently existing or as adopted in the future pertaining to rabies control and vaccination are incorporated in this article by reference as though fully set forth in this article.

(Ord. of 11-28-95, § 3-1-7)

Sec. 14-59. - Animal establishments.

(a) *Permits.*

- (1) *Required.* No person shall operate an animal establishment without first obtaining a permit from the department, nor may any person operate an animal establishment in a manner in violation of any provision of this article.
- (2) *Term.* The license period shall begin with the first day of the calendar year and shall run for one year. Renewal application for permits shall be made 30 days prior to and up to 60 days after January 1 of each year. Application for a permit for a new establishment under the provisions of this article shall be made within 60 days of the start of business or operation.
- (3) *Separate permit required.* Every facility regulated by this article shall be considered a separate enterprise, requiring an individual permit (e.g., two kennels at different locations but owned by the same person shall be considered as two animal establishments).
- (4) *Display.* Permits obtained in accordance with this article shall be displayed in a prominent location on the premises of the animal establishment.

(b) *Application procedure.*

- (1) Each animal establishment shall file an annual permit application with the department within the time periods provided by this article, provided that all preexisting establishments shall have 90 days from November 28, 1995, to file an application.
- (2) The permit application shall be made on a form provided by and available from the department.
- (3) Upon receipt of a completed application, the department shall make an inspection of the facility to ensure that all animals are provided for in a humane manner and that the establishment is in compliance with all provisions of this article. The department shall be permitted to make the inspection at any reasonable time during normal business hours. A ~~\$40.00~~ nonrefundable inspection fee in an amount set by the board of commissioners shall be paid directly to the department prior to the inspection.
- (4) The department shall either issue or decline to issue a permit to the applicant. If a permit is not granted, it shall notify the applicant in writing of the reasons for denial.
- (5) Any animal establishment denied a permit may not reapply for a period of at least ten days. Each reapplication shall describe any previous denial or revocation. A nonrefundable fee ~~of~~

\$10.00 set by the board of commissioners shall be paid to the department for reinspection prior to each reinspection.

- (6) If an applicant is shown to have withheld or falsified any material information on any application, the department may refuse to issue or is entitled to revoke any permit.
- (c) *Revocation of permits.*
 - (1) The department may revoke any permit if the person holding the permit refuses or fails to comply with this article, or any other law or regulation governing the protection and keeping of animals, including refusal to allow inspection of the animal establishment as provided in this section.
 - (2) Whenever a permit is revoked for cause, or pending any proceedings to contest such action, the department shall have power of entry to inspect all premises where the animals are being kept and shall notify the owner in writing as to the period of time that reasonably shall be allowed for removal of animals from the premises and shall state the specific reasons for revocation. If any owner shall fail to remove the animals as directed, the department may impound the animals pursuant to the impoundment provisions of this article.
- (d) *Prohibited conduct.* Any animal establishment shall not sell, trade or give away any animal over three months of age unless the animal has been vaccinated as required by this article.
- (e) *Inspection.* The animal control department shall be permitted to inspect any animal establishment and all animals and the premises where the animals are kept at any reasonable time during normal business hours to ensure compliance with all provisions of this article.
- (f) *Standards.*
 - (1) All animal establishments shall, in addition to the other requirements of this article, comply with the minimum standards of this subsection. Failure to meet these standards shall be grounds for denial or revocation of a permit. Standards for animal establishments are as follows:
 - a. Enclosures must be provided which shall allow adequate protection against weather extremes. Floors of buildings, runs and walls shall be of an impervious material to permit proper cleaning and disinfection.
 - b. Building temperatures shall be maintained at a comfortable level to ensure adequate ventilation.
 - c. Each animal shall have sufficient space to stand up, lie down and turn around without touching the sides or top of cages.
 - d. Cages are to be of a material and construction that permit cleaning and sanitizing.
 - e. Cage floors shall be of concrete, unless radiantly heated, and shall have a resting board or some type of bedding.
 - f. Runs shall provide an adequate exercise area and protection from the weather. Runs shall have an impervious surface.
 - g. All animal quarters and runs are to be kept clean, dry and in a sanitary condition.
 - h. The food shall be free from contamination, and shall be wholesome, palatable and of sufficient quantity and nutritive value to meet the normal daily requirements for the condition and size of the animal.
 - i. All animals shall have fresh water available at all times.
 - (2) All pet shops, including pet shops operated in conjunction with another holding facility, shall, in addition to the other requirements of this article, comply with the minimum standards of this section. Failure to meet these standards shall be grounds for denial of a permit or revocation of a permit. Standards for pet shops are as follows:

- a. Hot water at a minimum temperature of 160 degrees shall be available for washing and disinfection. Cold water shall be easily accessible in all parts of the shop. Fresh water for consumption shall be available to all species of animals at all times. Containers are to be cleaned and disinfected each day.
- b. The room temperature of the shop shall be maintained at a level that is healthy for every species of animal kept in the shop.
- c. All cages and enclosures are to be of a nonporous material for easy cleaning and disinfecting. Each cage must be of sufficient size that the animal will have room to stand, turn and stretch out to the animal's full length.

(Ord. of 11-28-95, § 3-1-8)

Cross reference— Businesses, ch. 22.

Sec. 14-60. - Interference with duties of department; right of entry onto property and into vehicles; equipment.

- (a) No person shall interfere with, hinder or molest the department or any other officer in the performance of its duty or seek to release any animal in the custody of the department, except as provided in this section.
- (b) The animal control officers, sheriff's deputies and other enforcement officers of the county are authorized to enter upon any premises or parcel of land for the purpose of seizing and impounding any animal found therein or thereon to be in violation of this article, including but not limited to an animal that has bitten a person within ten days.
- (c) The department may use any force necessary to remove any animal in distress locked in ~~a closed~~ an unattended vehicle ~~between the dates of May 1 and September 13~~. The operator of the vehicle will be charged with cruelty to animals as defined in this article. No injunction or claim for damages may be placed against the department or its officers for this action.
- (d) The animal department is authorized to employ any equipment it deems necessary to enforce the provisions of this article, including, but not limited to, humane wire box traps; and the department may, subject to conditions it may determine, lend such traps or other equipment to private persons for the purpose of preventing nuisances resulting from animals at large.

(Ord. of 11-28-95, § 3-1-9)

Sec. 14-61. - Disposal of dead animals.

Any dead animal shall be properly disposed of by its owner, either by proper burial or by taking said animal to any place authorized by law to dispose of same within 24 hours after the discovery of the animal by its owner.

(Ord. of 11-28-95, § 3-1-10)

Sec. 14-62. - Enforcement; jurisdiction; summons.

- (a) The provisions of this article shall be enforced by the department, the county sheriff's department and the county codes enforcement office.
- (b) Persons in violation of this article shall be subject to the jurisdiction of the state court or magistrate's court of the county.

- (c) Representatives of the department and officers of the county sheriff's department are authorized to issue a summons to any person for violation of any provision of this article. The summons shall be in a form approved by the county magistrate court, shall designate the offense charged and shall require the person so charged to appear before the county magistrate court on a date certain to answer all charges therein.

(Ord. of 11-28-95, § 3-1-11)

Sec. 14-63. - Records.

It shall be the duty of the department to keep, or cause to be kept, accurate and detailed records of the impoundment and disposition of all animals coming into its custody.

(Ord. of 11-28-95, § 3-1-13)

Sec. 14-64. - Penalties for violations.

Any person convicted of a violation of this article shall, upon conviction, be punished as provided in sSection 1-13, and/or perform public service work not to exceed 100 hours ~~(work to be performed at the animal shelter)~~, or any combination thereof. If such violation is continued, each day's violation shall be a separate offense.

(Ord. of 11-28-95, § 3-1-12)