

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

City of Villa Rica



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

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

MAYOR & COUNCIL MONTHLY MEETING AGENDA

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

April 23, 2019 | 6:00 PM

Meeting Call to Order (Mayor Jeff Reese)

Invocation (Councilman Matthew Momtahan)

Pledge of Allegiance (Mayor Jeff Reese)

Ceremonial Presentations (Mayor & Council)

- Proclamation: 50th Anniversary of Municipal Clerks Week - May 5-11, 2019
- Employee Anniversary: Officer Jessica Whitlock - 5 Years

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 Meeting
 1. Meeting Minutes of April 9, 2019.
2. Adoption of Community Revitalization Plan Prepared by Canvas Planning Group in Partnership with the Villa Rica Housing Authority

B. Community Development (Bobby Elliott, Director)

1. Alcoholic Beverage License Request for Luther's Bistro LLC d/b/a Brothers Roadhouse

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

1. June 15, 2019 Summer Concert Alcohol License Agreement: Wet Willie
2. 2019 Community Development Grant Disbursements

D. Utilities (Pete Zorbanos, Director)

1. Emergency Purchase for Engineering Services for Inspection of Dam Structures
2. 2019 Ford F-150 for Customer Service (Nic Griffin)

3. Spring A/C Filter Change and Service (Nic Griffin)
4. Request to Surplus 2001 Ford Ranger (Nick Griffin)

E. Information Technology (Jim Chambers, Manager)

1. Security Camera System Update - Phase II
2. Emergency Purchase of WatchGuard ElCom

F. Finance (Sarah Hefty, CFO)

1. Financial Update: March 2019
2. Utility Billing - Bad Debt Update
3. 2019 Budget Amendments
4. 2020 Budget Calendar
5. Renewal with GIRMA for Property and Liability Insurance

G. City Manager (Tom Barber)

1. Amendment to Agreement with P.C. Simonton & Associates
2. To Modify the Bulk Pickup Fee Contained in the Solid Waste Ordinance
3. Discussion of Contract for City Attorney
4. Discussion of Contract for Police Chief

City Manager's Report (Tom Barber)

Adjournment

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DANNY CARTER
LESLIE MCPHERSON
MATTHEW MOMTAHAN

City of Villa Rica



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CITY COUNCIL MONTHLY MEETING MINUTES

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
Tuesday, April 9, 2019 | 6:00 pm

Meeting Call to Order (Mayor Jeff Reese)

Mayor Jeff Reese called the meeting to order at 6:00 pm. Present: Mayor Jeff Reese, Mayor Pro Tem Gil McDougal, Councilwoman Shirley Marchman, Councilman Danny Carter, Councilwoman Leslie McPherson and Councilman Matthew Momtahan.

Invocation (Councilman Danny Carter)

Councilman Danny Carter gave the Invocation.

Pledge of Allegiance (Mayor Jeff Reese)

Mayor Jeff Reese led the Pledge of Allegiance.

Ceremonial Presentations (Mayor and Council)

1. Presentation of Hero Awards for 2018 Benefit Savings

Wendell Strickland, CEO of Strongside Solutions, presented the Hero Awards for the 2018 Benefit Savings of \$1,030,717 to the Mayor, City Council and Staff Administration.

1. Discussion of Community Revitalization Plan by Walton Communities

Representations from Walton Communities presented the Community Revitalization Plan for discussion.

Adoption of Agenda (Mayor Jeff Reese)

Mayor Reese requested the agenda be amended to add Executive Session for real estate matters. Councilman Danny Carter made the motion to approve the agenda with the amendment.

RESULT:

ADOPTED (UNANIMOUS)

MOVER:

Danny Carter, Councilman

SECONDER:

Gil McDougal, Councilman

AYES:

Carter, McDougal, Marchman, McPherson, Momtahan

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)

Seven residents came forward to make a public comment.

Council Updates (Subjects of General Interest and Concern)

Councilwoman Leslie McPherson reported that we all need to be aware of trafficking because of a recent incident that happened in Carroll County and gave kudos to law enforcement. Mayor Reese recognized Commissioner District 2 Clint Chance for attending the meeting.

A. Governing Body (Mayor Jeff Reese)

1. Approval of Minutes – Meeting Minutes of March 26, 2019.

Councilwoman Shirley Marchman made the motion to approve the Meeting Minutes of March 26, 2019.

RESULT:	ADOPTED (VOTE: 3-0, 1 Abstained)
MOVER:	Shirley Marchman, Councilwoman
SECONDER:	Leslie McPherson, Councilwoman
AYES:	Marchman, McPherson, McDougal, Carter, Momtahan

B. Community Development (Bobby Elliott, Director)

1. Alcoholic Beverage License Request for Luther's Bistro LLC d/b/a Brothers Roadhouse

Councilman Gil McDougal made the motion to table the request to the next meeting. The applicant was not present.

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

2. Historic Preservation Commission Member Appointment – David Rogers

Councilman Gil McDougal made the motion to appoint David Rogers to the Historic Preservation Commission as the newest member to replace Ken Norton.

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

3. Deed of Dedication Agreement for Library Access Road

Councilman Danny Carter to accept the dedication of the road from Tanner Medical Center, Inc conditioned upon the reservation of the right to name the road until after the City and Tanner representatives have had an opportunity to discuss the issue. The name of the road would be approved by the Council at a later meeting. The acceptance of the road is also conditioned upon satisfactory agreement between the City and Tanner Medical Center upon the location or relocation of the existing City library dumpster.

RESULT:	ADOPTED (VOTE: 4-1)
MOVER:	Danny Carter, Councilman
SECONDER:	Leslie McPherson, Councilwoman
AYES:	Carter, McPherson, Marchman, Momtahan
NAYS:	McDougal

Councilman Danny Carter made a second motion to approve the revised the lease agreement between Tanner Medical Center, Inc and the City of Villa Rica for the Villa Rica Library with the corrected survey.

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

4. Utility Cut Patching

Director Bobby Elliott stated that he is working on a square foot unit priced contract on unit patching but it is not ready yet and asked if the Council would table this. Councilman Danny Carter made the motion to table until the first Council meeting in May.

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

5. ORD-01-19: Electric Fence Ordinance Agreement

Public Hearing: One resident came forward to speak for the request.
Councilwoman Leslie McPherson made the motion to approve this revision to the Unified Development Code as presented.

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

C. Human Resources (Stephanie Rooks, Director)

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

Councilman Danny Carter made the motion to approve the use of Express Employment Professional Services to place applicants into the three current Seasonal Street Department Technician positions.

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

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

Councilman Gil McDougal made the motion to approve the use of Express Employment Professional Services to place applicants into the current Seasonal Water Distribution Technician positions.

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

D. Utilities (Pete Zorbanos, Director)

1. WWTP-F-350 Crane Service Body

Councilman Danny Carter made the 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.

RESULT:	ADOPTED (VOTE: 4-1)
MOVER:	Danny Carter, Councilman
SECONDER:	Leslie McPherson, Councilwoman
AYES:	Carter, McPherson, Marchman, Momtahan
NAYS:	McDougal

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

1. 2019 West Georgia Jazz Festival Alcohol License Agreement

Councilman Danny Carter made the motion to 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.

RESULT:	ADOPTED (VOTE: 4-1)
MOVER:	Danny Carter, Councilman
SECONDER:	Leslie McPherson, Councilwoman
AYES:	Carter, McPherson, McDougal, Momtahan
NAYS:	Marchman

2. 2019 MILL Amphitheater Sound and Lighting Quotes

Councilman Gil McDougal made the motion to 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.

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

3. 2019 Headlining Band Summer Concert – August 10; SOS Band

Councilman Gil McDougal made the motion that we approve the contract/agreement necessary to engage SOS Band at the headlining band for the August 10, 2019 Summer Concert in the amount of \$15,000.

RESULT:	ADOPTED (VOTE: 4-1)
MOVER:	Gil McDougal, Councilman
SECONDER:	Matthew Momtahan, Councilman
AYES:	McDougal, Momtahan, Marchman, Carter
NAYS:	McPherson

F. Finance (Sarah Hefty, CFO)

1. Contribution to Carroll County's Public Safety Memorial

Councilwoman Leslie McPherson made the motion to approve a contribution in the amount of \$15,000 to Carroll County for the Public Safety Memorial.

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

2. Wellness Program Implementation – Phase II

Councilman Gil McDougal made the motion to approve the use of Self-Funded Insurance savings to implement phase II of the wellness program in the amount of \$27,000.

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

3. 2019 Budget Amendments

Councilman Gil McDougal made the motion to adopt the ordinance to approve an amendment to the budget for the fiscal year of 2019 for the City pursuant to Section 2-71 of the City Charter.

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

G. City Manager (Tom Barber)

1. Discussion of Changes to the Bulk Pickup Ordinance

The Council asked staff to bring back their recommendations to the ordinance.

2. To Approve Changes to the Animal Control Ordinance

No vote was needed to the Carroll County Animal Control Ordinance. The Council was in agreement of the changes to the ordinance.

3. Agreement with Angel Access

Councilwoman Leslie McPherson made the motion to approve the program services agreement with Angel Access for an annual fee of \$22,000 plus 25% of “claims avoidance”.

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

H. Executive Session (David Mecklin, Attorney)

1. Meeting to discuss or vote to enter into an option to purchase, dispose of, or lease real estate subject to approval in a subsequent public vote as provided in Georgia Code section 50-14-3(b)(1)(E).

Councilman Danny Carter made the motion to go into Executive Session for real estate discussion, seconded by Councilwoman Shirley Marchman. Vote: 5-0. Motion approved.

Councilman Gil McDougal made the motion to reconvene to regular session, seconded by Councilman Danny Carter. Vote: 5-0. Motion approved.

City Attorney David Mecklin announced there was no action taken in Executive Session.

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

Mayor Jeff Reese

Alisa Doyal, City Clerk



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approval of a Community Revitalization Plan Prepared by Canvas Planning Group in Conjunction with the Villa Rica Housing Authority

AGENDA DATE: April 23, 2019
PREPARED BY: Tom Barber

DATE PREPARED: April 19, 2019

AMOUNT: n/a
FUNDING SOURCE: n/a

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

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

BACKGROUND: The Villa Rica Housing Authority is working to redevelop the 10-acre site currently containing Old Town Homes. Their development partner wants to apply for tax credits. Adoption of this community revitalization plan will allow them 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 properties similar to the proposed redevelopment. One such 12-acre community appeared to be the group's preference as a model for the new Old Town Homes site in Villa Rica.

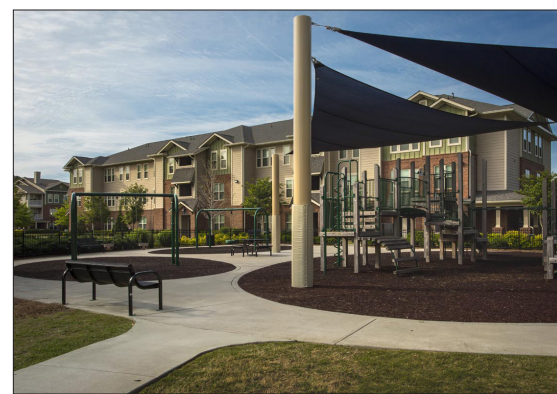
STAFF RECOMMENDATION: Staff believes that the highest and best use for this site, particularly the portion adjoining Highway 61, is commercial/retail/medical office. Unfortunately, the proposed 10-acre site isn't large enough to contain both the desired residential component plus a commercial component fronting Highway 61.

IMPACT: Approval will allow the proposed redevelopment of Old Town Homes to proceed as planned.

MOTION: I move that we adopt the Community Revitalization Plan for the City of Villa Rica.



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

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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

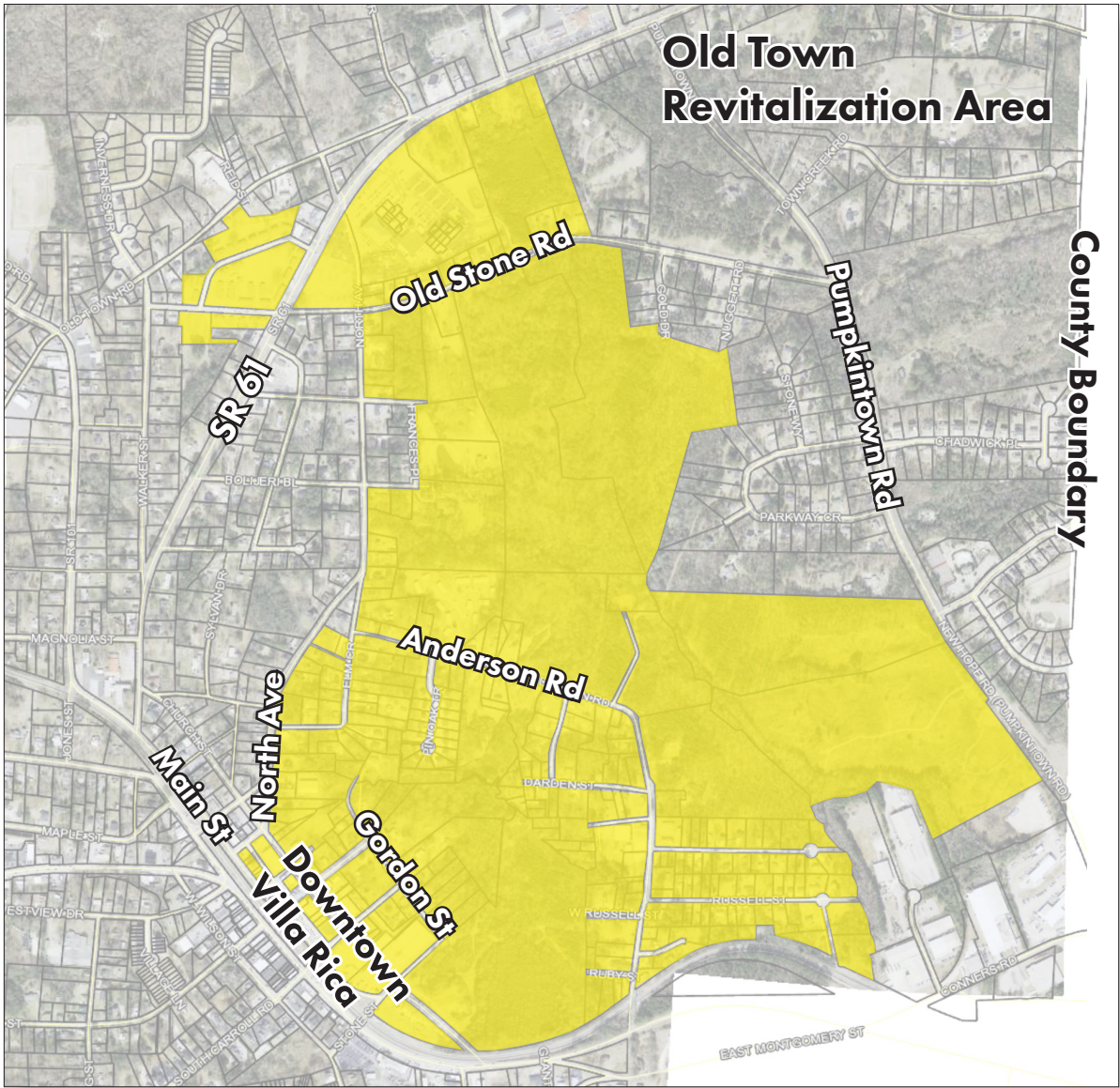
- Sign-In Sheets
- Public Meeting Documentation

CONTEXT MAPS

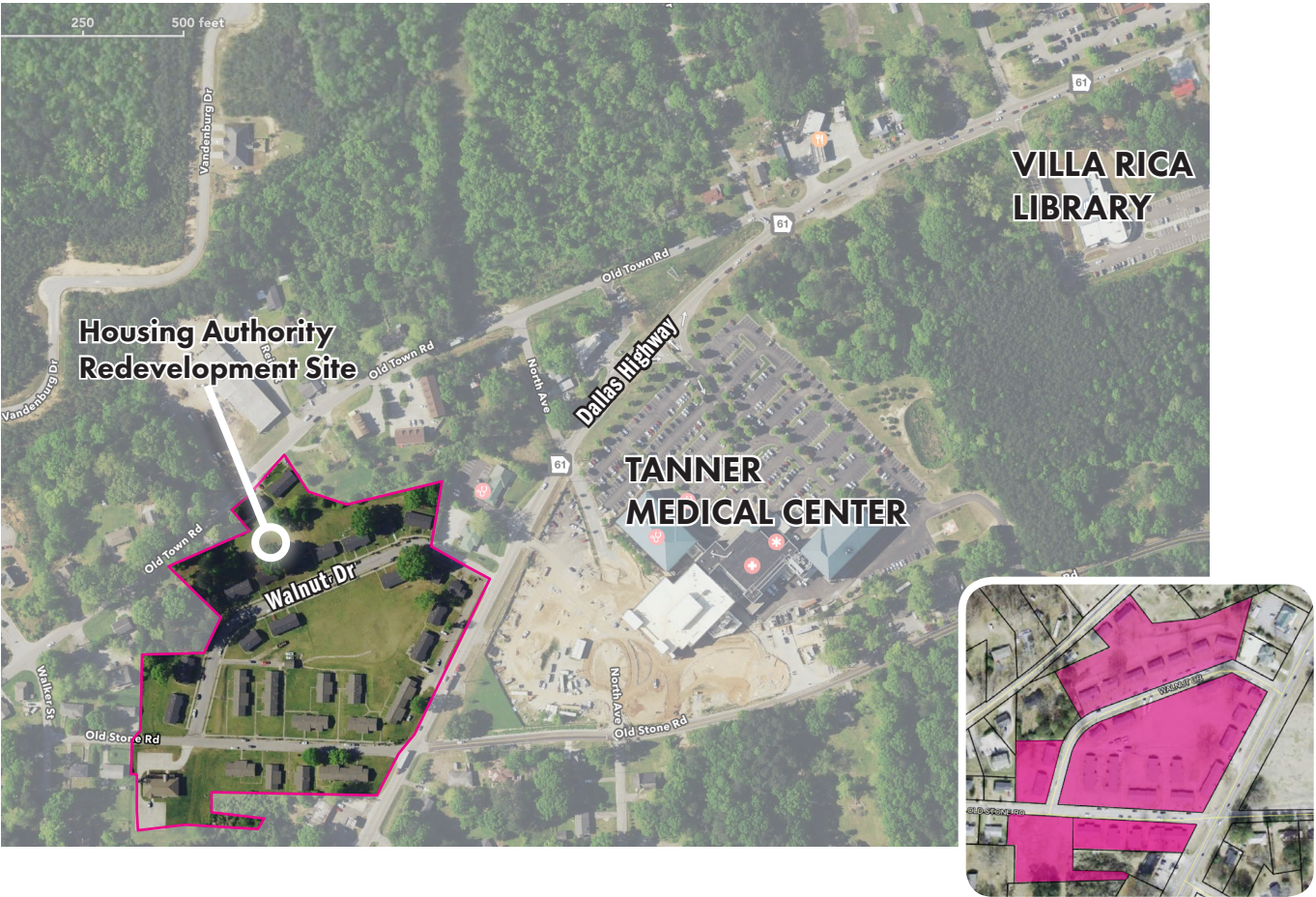
TARGET AREA

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

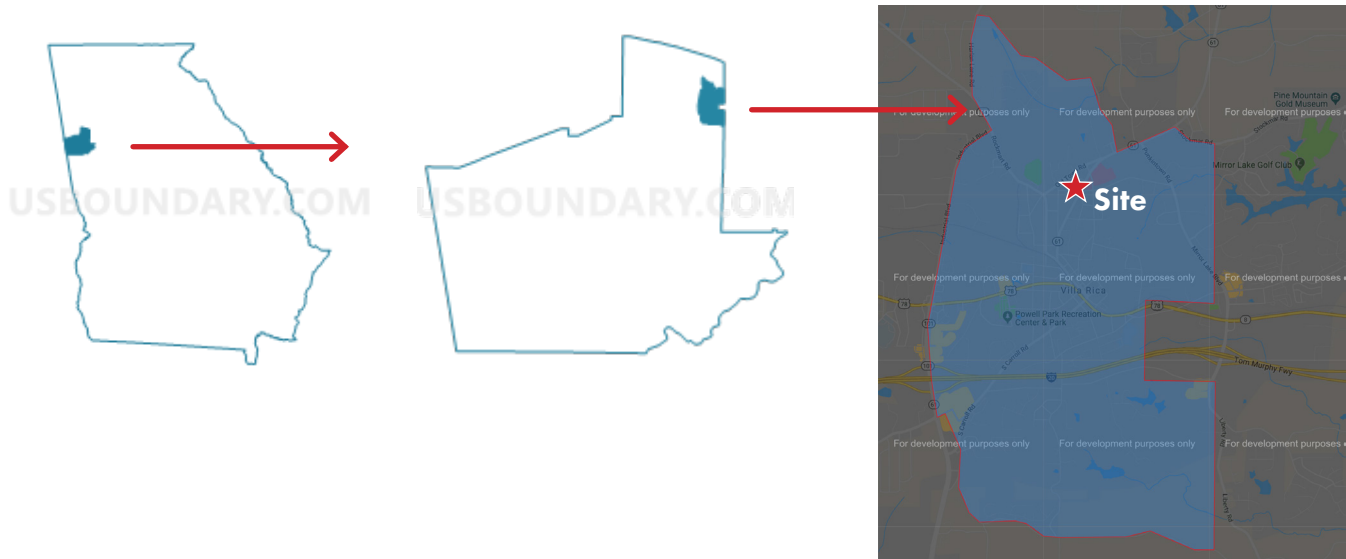
A. QUALIFIED CENSUS TRACT DOCUMENTATION

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

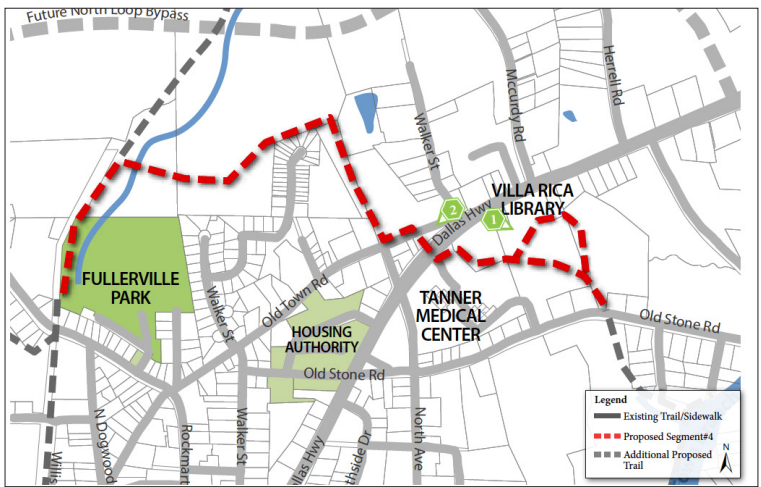
THIRD PARTY CAPITAL INVESTMENTS

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

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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:

2. Email or Phone :

10-19 50-59

3. Zip Code:

20-29 60-69

30-39 70+

40-49

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.

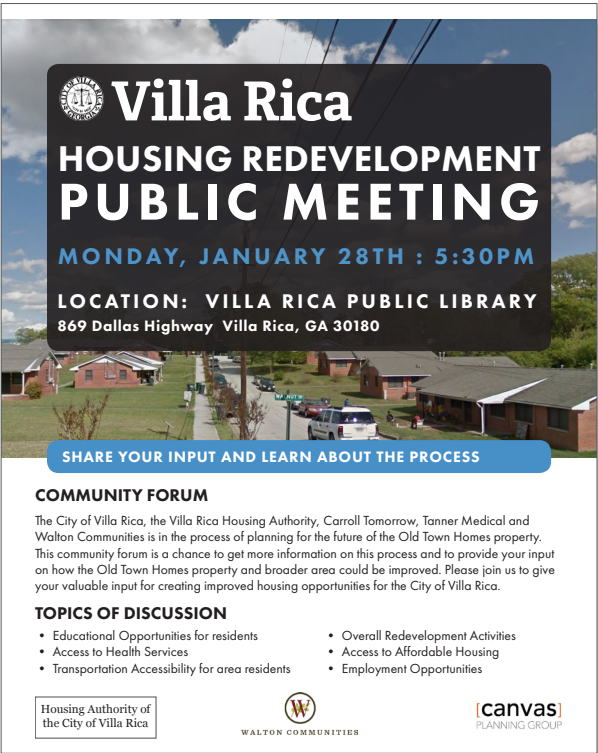
* A recent transportation study of Carroll Connection indicated for the over 3500 trips thus far, **the number one reason for the transportation was medical appointments** followed by transporition to a job.

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

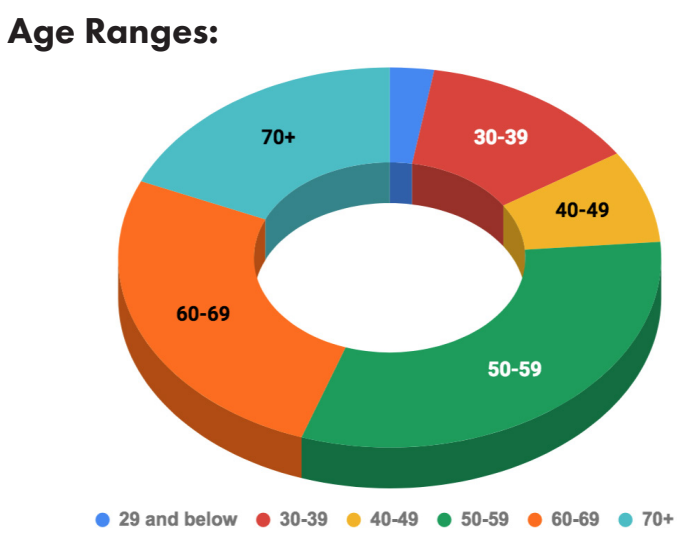
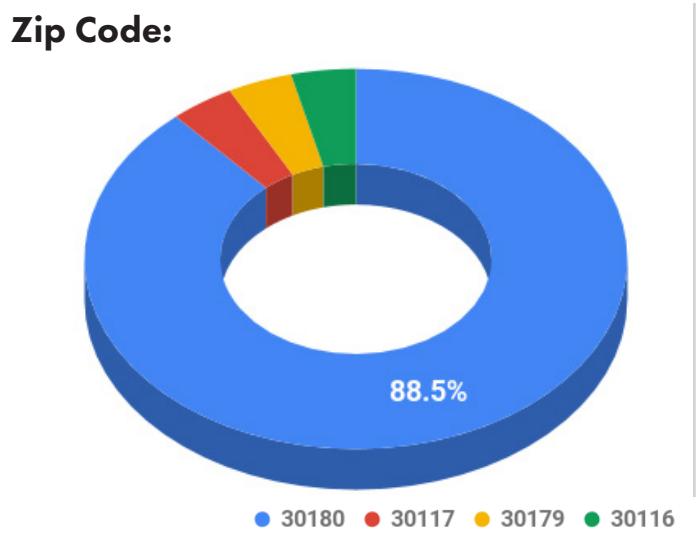


COMMUNITY ENGAGEMENT PROCESS

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

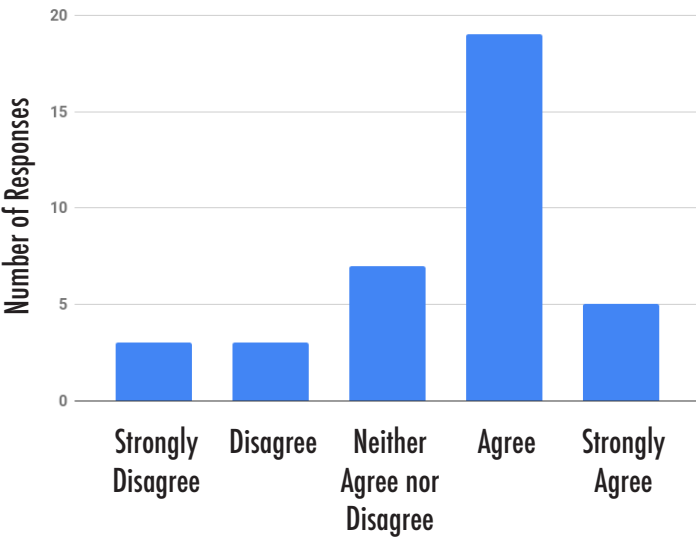
Public Engagement



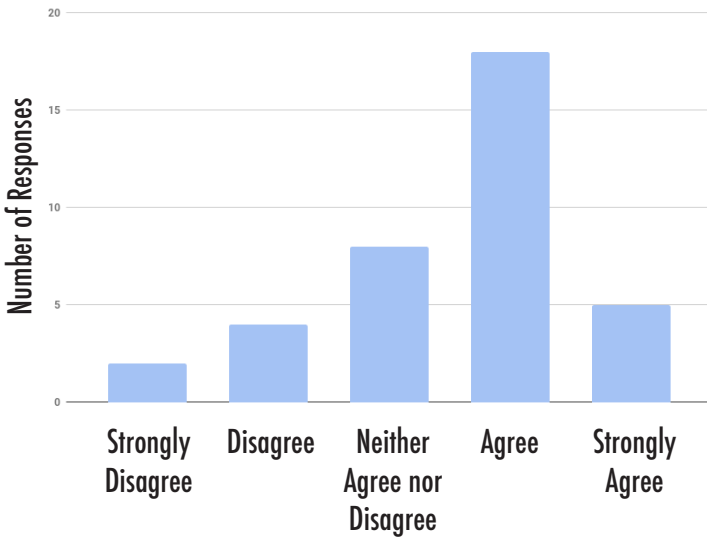
EDUCATION

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.



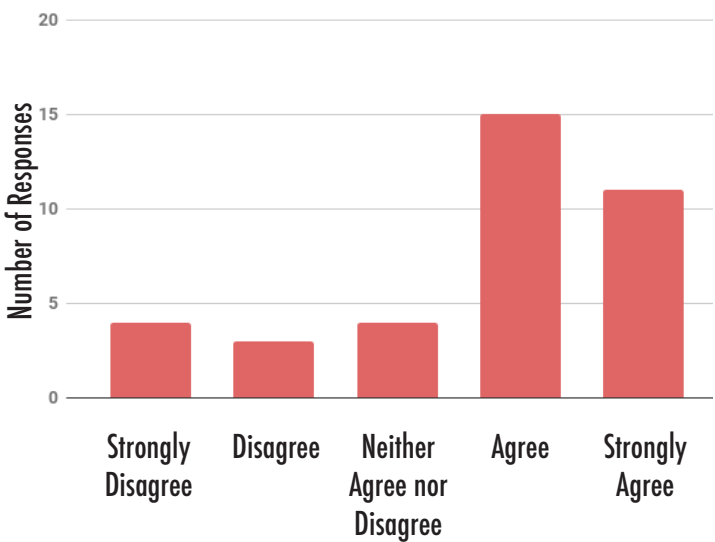
EDUCATION (continued)

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

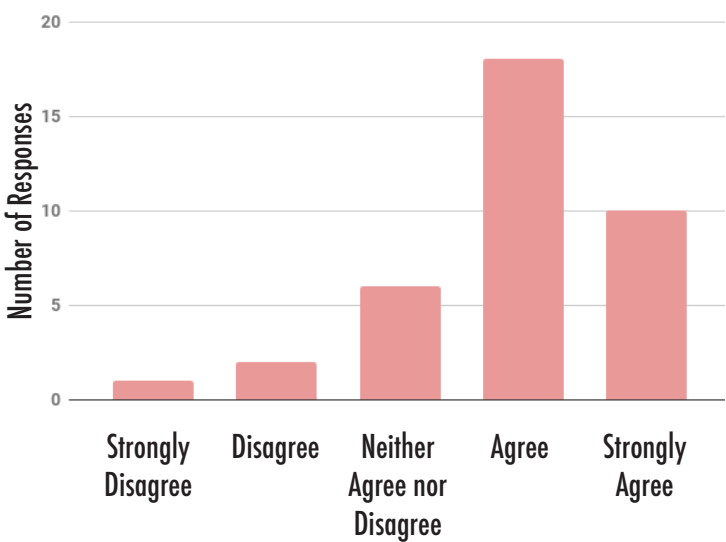
- Transportation / lack of walkability to schools
- Lack of Diversity in the classroom
- Poor choices by parents/students
- lack of continued education classes / vocational prep

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

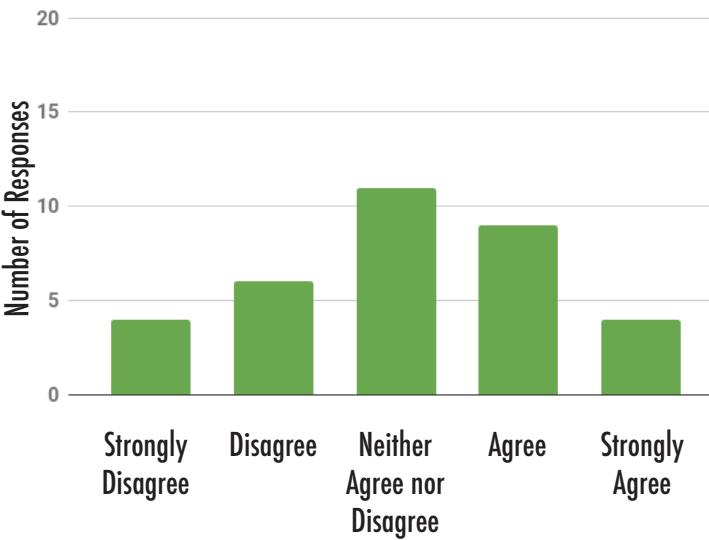
COMMUNITY ENGAGEMENT PROCESS

COMMUNITY NEEDS ASSESSMENT SURVEY

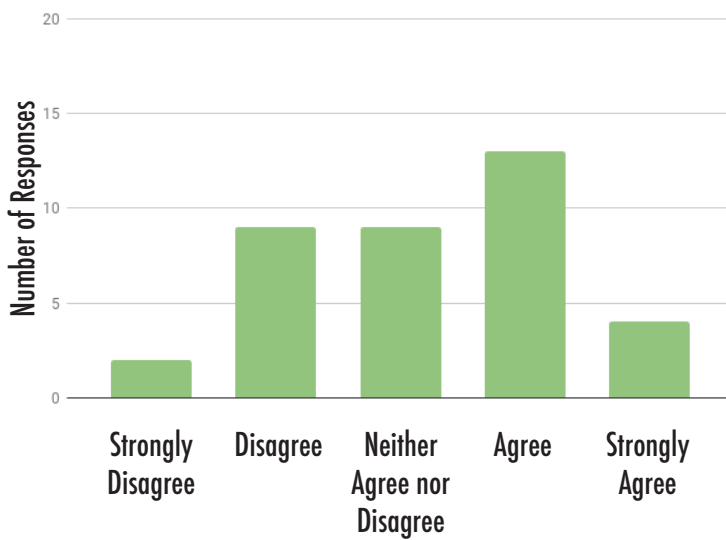
Public Engagement

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.



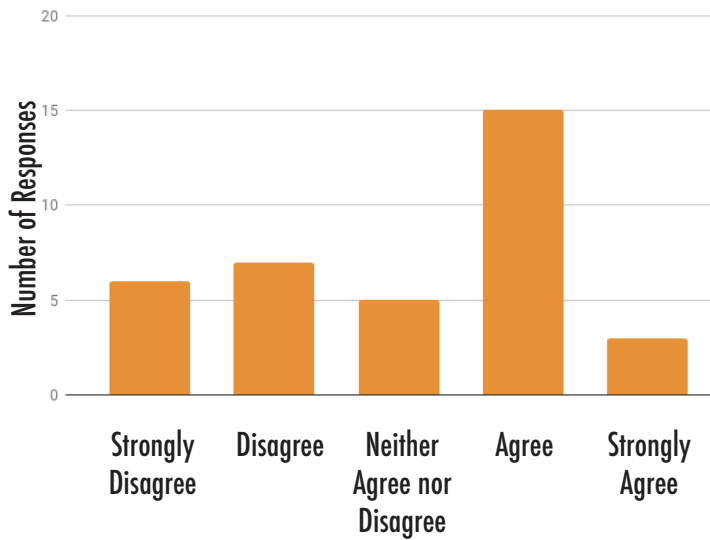
The #1 obstacle that prevents access to employment and job opportunities is:

- 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

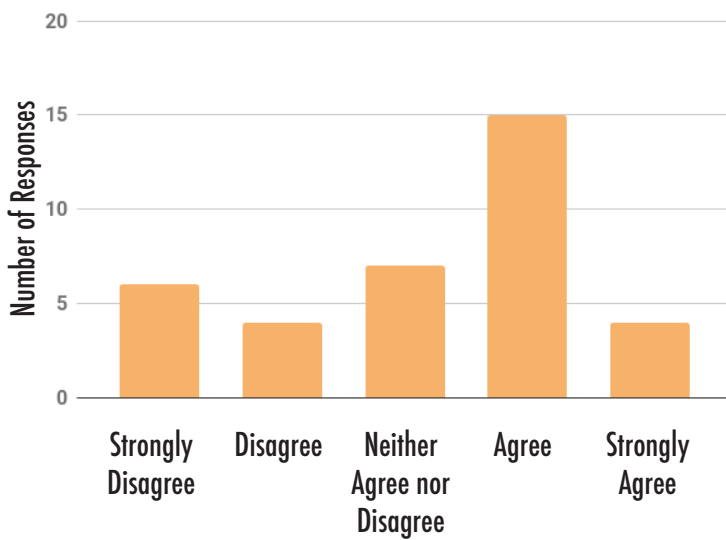


TRANSPORTATION

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



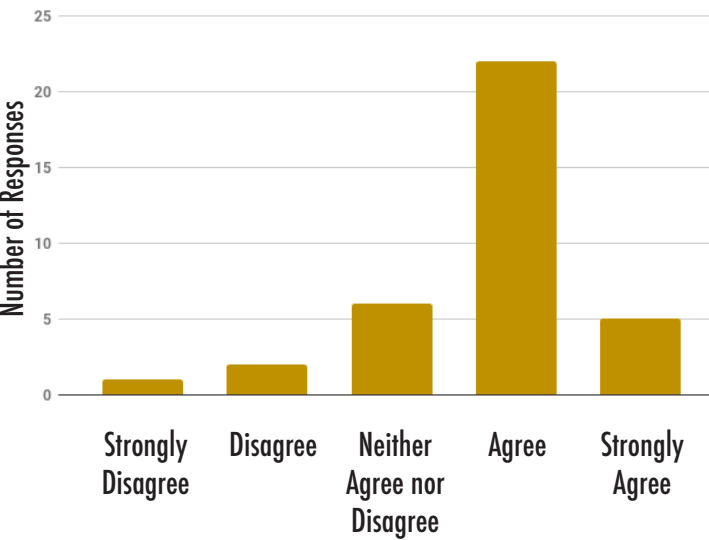
COMMUNITY ENGAGEMENT PROCESS

COMMUNITY NEEDS ASSESSMENT SURVEY

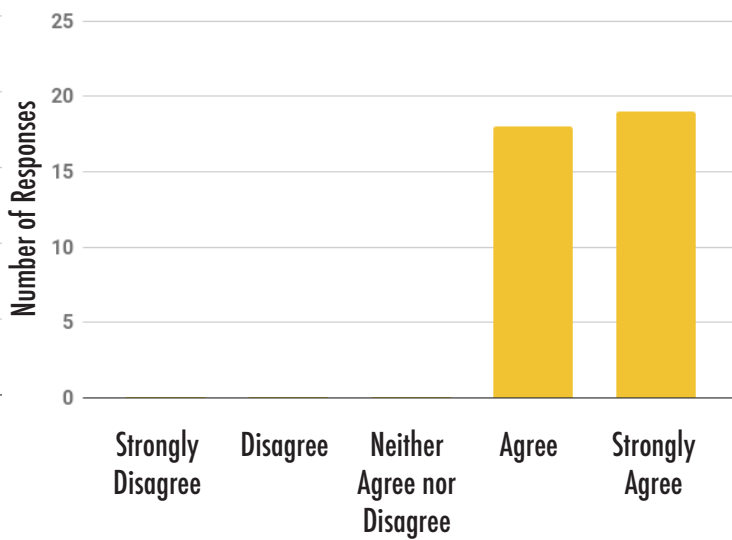
Public Engagement

DEVELOPMENT AND HOUSING

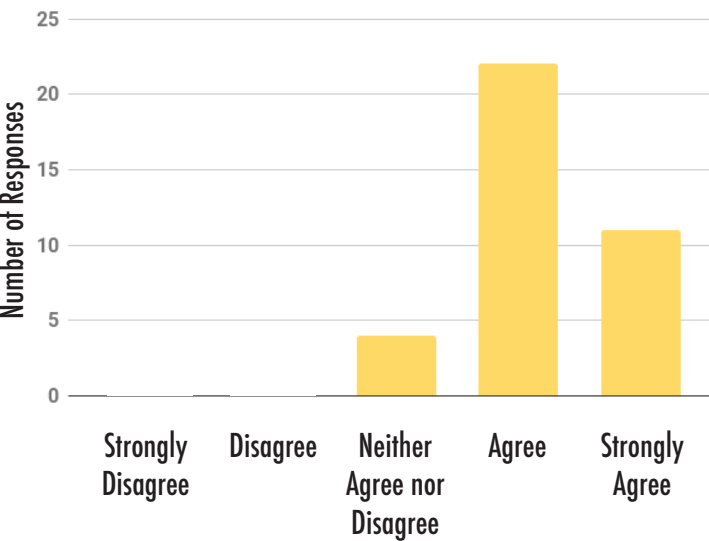
I have access to affordable housing in my community.



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



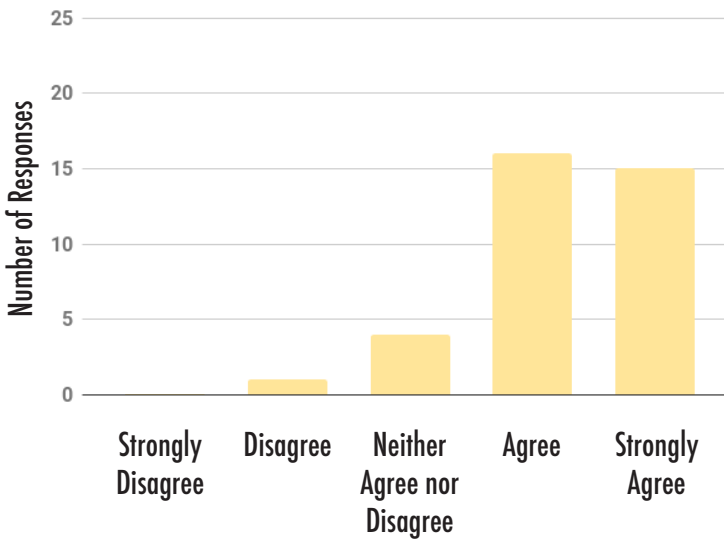
I think the new Gold Nugget Trail will be an asset to this community.



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



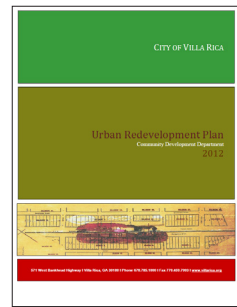
The #1 obstacle that prevents access to good development and/or housing is:

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

COMMUNITY REVITALIZATION STRATEGY

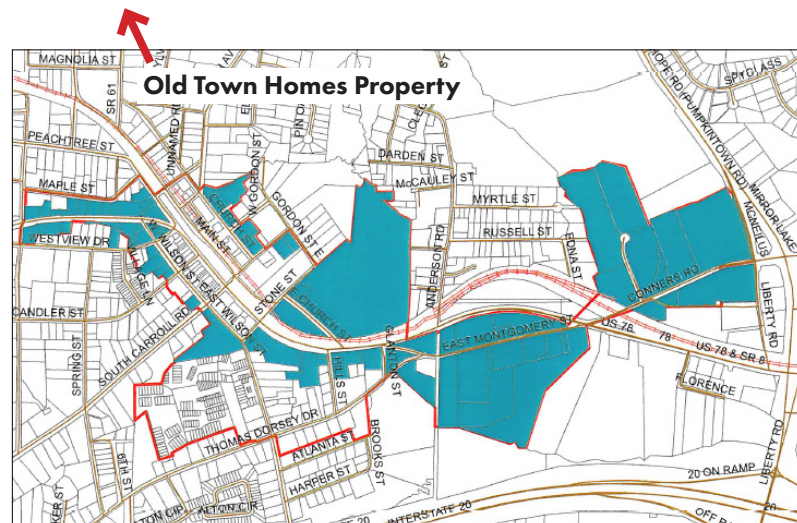
PREVIOUS PLANS AND STUDIES

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.

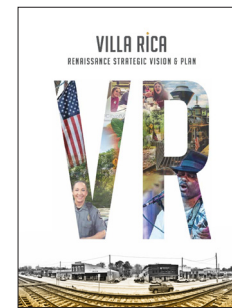
Enterprise Zones:

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:

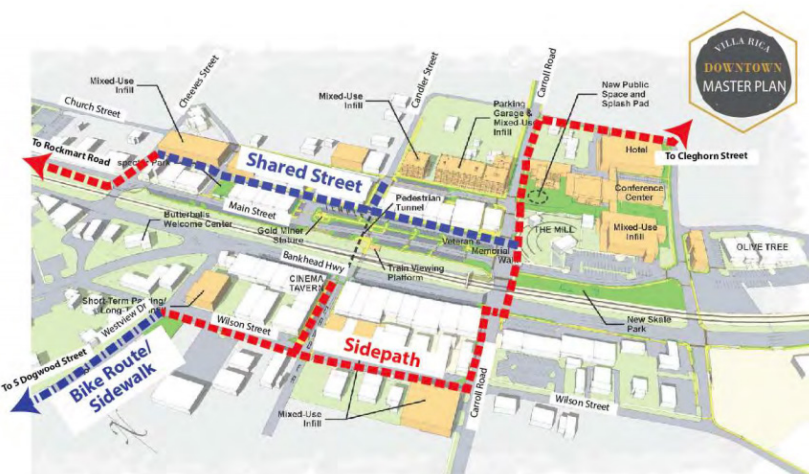
- Federal Income Tax Credit Program
- Rehabilitation Investment Tax Credit Program (RITC)
- Georgia Preferential Property Tax Assessment Program for Rehabilitated Historic Property
- Georgia State Income Tax Credit Program for Rehabilitated Historic Property

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.



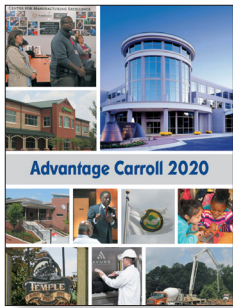
Villa Rica Downtown Master Plan (2018)

- 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

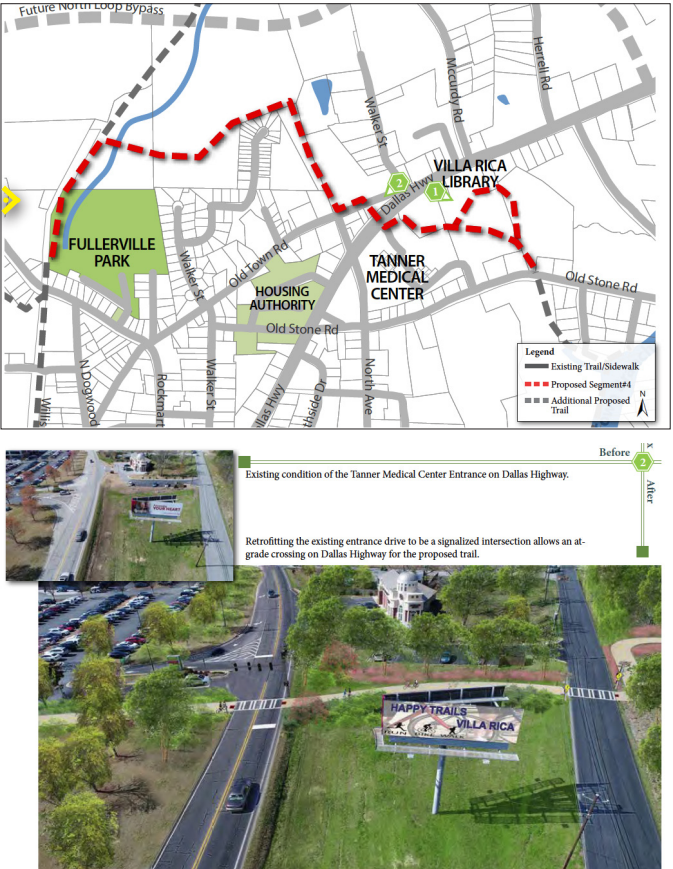
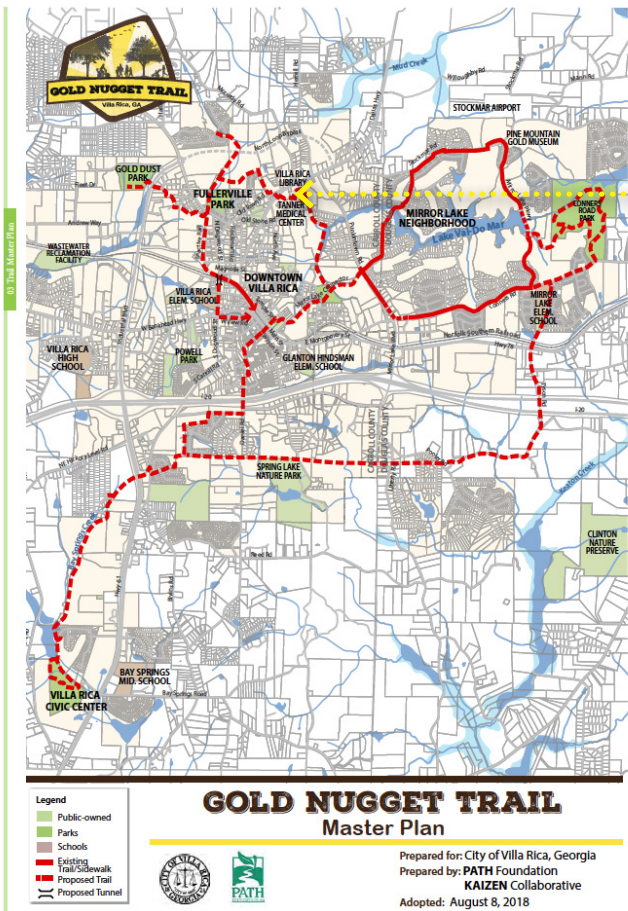
Develop and publish a county-wide housing inventory and needs assessment

Create incentives for downtown and business corridor development



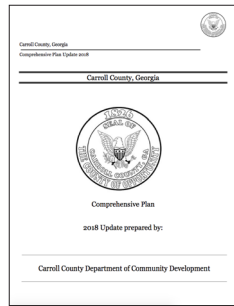
Gold Nugget Trail Master Plan (2018)

- 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.



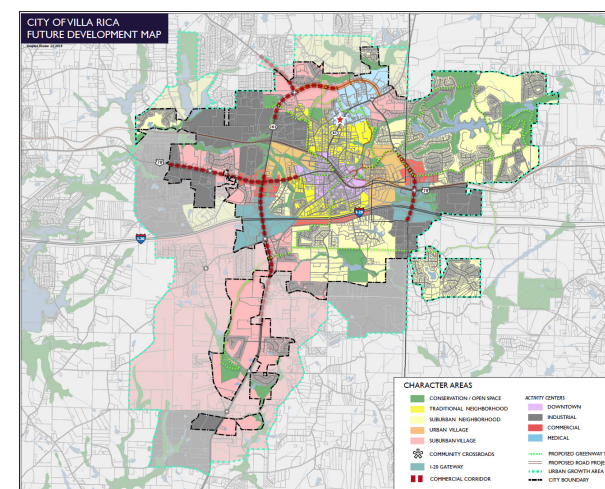
Villa Rica Comprehensive Plan (2018)

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.



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	CChance@CarrollCountyGa.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	taymonika150@gmail.com

SIGN-IN SHEET : Old Town Homes / Revitalization Plan Public Meeting		
NAME	ADDRESS	EMAIL
Mary Buckley	600 Dallas Rd #2	
Cathy Morrow	600 Dallas Rd #3	
Shelena Bridges	500 Old Stone Rd #9	
Mary Lineback	416 Walker St	MaryL9999@yahoo.com
Sara Dobbins	38 Whitlow St	
Linda Mathis	56 2501d Town Rd	
Rhonda Campbell	301 - Henderson Apt. 12	
Donna Baker	47 Walnut Belleville Rd 30180	
Bernice Anderson	602 Dallas Hwy #33	
Garr Judy Talbot	Chickamauga HA	
Debra Buchanan	45 Walnut Dr. #45 Villa Rica	
Cheryl Bell	225 Raleigh Way V.R.	cheryl#00@yahoo.com
Brianna Brown	201 Cleghorn St #3 V.R.	
Cathy Cain	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	
Maurice Fraehill	2181 Newmarket pkwy	MFraehill@waltoncommunities.com
Matthew Mountchen	263 Augusta Woods Dr VR	matthmountchen@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



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: June 15, 2019 Summer Concert Alcohol License Agreement: Wet Willie
AGENDA DATE: 4/23/2019

DATE PREPARED: 4/10/2019
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 1st Summer Concert of 2019 with Headlining Band Wet Willie. The concert will be held Saturday, June 15, 2019 from 8 pm until 10 pm at The MILL Amphitheater.

BACKGROUND: The June 15, 2019 Summer Concert 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 1st Summer Concert of 2019 to be held Saturday, Saturday, June 15, 2019 from 8 pm until 10 pm at The MILL Amphitheater.

IMPACT: Beer and wine will be able to be served during the June 15 Summer Concert. 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 1st Summer Concert of 2019 to be held Saturday, June 15, 2019 from 8 pm until 10 pm at The MILL Amphitheater.

LICENSE AGREEMENT

This License Agreement (" Agreement") made this ____day of April, 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 Summer concert with Wet Willie to be held at THE MILL Amphitheater in Historic Downtown Villa Rica on June 15, 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 Summer concert to be held on Saturday, June 15, 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 _____ day of April , 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 Community Development Grant Disbursements
AGENDA DATE: 4/23/2019

DATE PREPARED: 4/10/2019
PREPARED BY: Janet Chumley

AMOUNT: \$20,000
GL ACCOUNT #: 100-1110-573050
FUNDING SOURCE: General Fund
BUDGETED ITEM: Yes

PURPOSE: The Villa Rica Community Development Grant Program was established by The City of Villa Rica to foster and fund activities, projects, special projects, sporting events and programs that promote eligible tourism and cultural activities within the city. The city intends the grant program to be used to increase economic activity by bringing tourists to the city through the development of local events, festivals and sporting events.

BACKGROUND: The core goal of the program is:

- To promote the City of Villa Rica within the city boundary and beyond
- To provide support for local community groups or tax-exempt organizations under section 501(c)(3) of the Internal Revenue Code who promote the city.
- To enhance neighborhood vitality and economic development so that all citizens and visitors may participate in the diverse cultural life of the city.
- To promote the businesses within the city.

The city council voted to set a deadline beginning in 2019 and beyond for all applications to be turned in at the same time, so that the Main Street Board could review and approve all at one time.

Notes:

Three applications were received on time within the deadline of Friday, March 29, 2019.

1. Villa Rica Arts Coalition \$2973.00
2. Thomas Dorsey Foundation: \$10,000 (note 25th Anniversary event, 3-day event this year instead of 2-day).
3. Villa Rica Golden City Lions Club (A Taste of Villa Rica: \$7040.00)

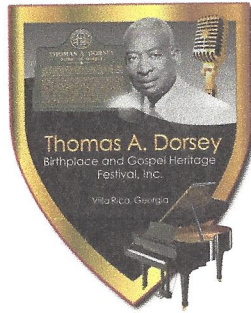
The Main Street Advisory Board reviewed all applications in a special called meeting held Thursday, April 4, 2019 at 9 am at City Hall. The board unanimously voted to award Thomas Dorsey Foundation \$10,000 (Thomas Dorsey 25th Anniversary Festival) and Villa Rica Golden City Lions Club \$7040.00 (Taste of Villa Rica).

They also voted not to award Villa Rica Arts Coalition \$2973.00 as they had been awarded \$10,000 at the CVB Board monthly meeting in February.

STAFF RECOMMENDATION: Staff recommends that Thomas Dorsey Foundation be awarded \$10,000 and Villa Rica Golden City Lions Club be awarded \$7,040.00.

IMPACT: Positive: Important financial assistance. It will be giving to programs that culturally and economically are beneficial to the City of Villa Rica.

MOTION: I make a motion that we approve The Main Street Advisory Board's vote to award Thomas Dorsey Foundation \$10,000 (Thomas Dorsey 25th Anniversary Festival) and The Villa Rica Golden City Lions Club \$7040.00 (A Taste of Villa Rica).



571 WEST BANKHEAD HIGHWAY
VILLA RICA, GEORGIA 30180-1726

March 25, 2019

To the Mayor and City Council of Villa Rica,

This year we will celebrate the 25th Annual Thomas A. Dorsey Birthplace and Gospel Heritage Festival, Inc. For 24 years the festival has depended on sponsors to fund the event this year again we will solicit sponsors for the event. The City of Villa Rica has been one of our main sponsors these 24 years and we hope that the city will continue that this year.

The Thomas Dorsey Festival was incorporated in 1993 as a non-profit corporation, EIN. We are a 501c3 non-profit organization. Our mission is to cultivate appreciation and honor the musical contributions of Thomas A. Dorsey in and near the settings where he was born and his talent nurtured, and to explore and preserve the musical traditions form which he sprang.

Each year the Thomas Dorsey Festival features nationally known gospel, jazz and blues artist. We also celebrate the Thomas A. Dorsey Birthplace Choir, which has traveled across the country representing Villa Rica, GA. For the past several years, Dr. Dorsey's family from Chicago has attended the festival. This included his son, daughter and grandchildren. They were very happy to see the city of Villa Rica honoring their father, Thomas Dorsey, the Father of Gospel Music. Over the 3 day event we expect over 1,000 people to be in attendance. This is a family event that brings people from the surrounding areas into Villa Rica.

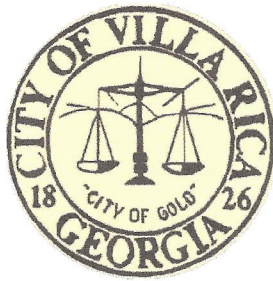
We appreciate the opportunity to apply for funds for the event. We hope that the city of Villa Rica would benefit from the Thomas Dorsey Festival as it has in the past.

Sincerely,

Thomas A. Dorsey Birthplace and Gospel Heritage Festival, Inc. Board of Directors

THOMAS DORSEY BIRTHPLACE CHOIR
MEMBER, NATIONAL CONVENTION OF
GOSPEL CHOIRS AND CHORUSES

Say Amen. You're Among Friends.™



Villa Rica Community Development Grant Program

Program Goals

The Villa Rica Community Development Grant Program has been established by the City of Villa Rica to foster and fund activities, projects, special events, sporting events and programs that promote eligible tourism and cultural activities within the City. The City intends the grant program to be used to increase economic activity by bringing tourists to the City through the development of local events, festivals, and sporting events. Eligibility is broadly defined to encourage wide participation and innovative proposals. The core goals of the program are:

- To promote the City of Villa Rica within the City boundary and beyond;
- To provide support for local community groups and tax-exempt organizations under section 501(c)(3) of the Internal Revenue Code who promote the City;
- To enhance neighborhood vitality and economic development so that all citizens and visitors may participate in the diverse cultural life of the City; and
- To promote the businesses located within the City.

Funding Source and Application Due Date

The program receives its funding from the City of Villa Rica General Fund in an annual appropriation by the City Council. Please note that the City is not obligated to award funding dollars. The funds are awarded on a competitive basis.

2019 Available Funds: \$20,000

Application Due Date: Friday, March 29, 2019 by 5 pm.

Submit Applications to: The Office of Economic Development
106 Temple St.
Villa Rica, GA 30180

Eligible Activities

The City of Villa Rica believes that assisting local community-minded groups is an investment in the continued quality growth of the City. For this reason, the City views its financial assistance role as that of a catalyst, helping to augment and strengthen activities. Such activities that may be considered for funding include projects, festivals, special events, sporting events and programs that promote eligible tourism and cultural activities. All funded activities must take place within the Main Street Service Delivery Area.

Eligible Funding Entities

Those eligible for funding include local community groups or tax-exempt organizations under section 501(c)(3) of the Internal Revenue Code within the city limits of Villa Rica who can demonstrate that the eligible activity will promote and benefit the City. Activities ineligible for funding include any event that occurs outside the city limits of Villa Rica; private events that are closed to the general public; deficit or debt reduction; lobbying; building construction or renovation; and purchase of equipment or real property. These events would take place at The MILL Amphitheater located at 106 Temple St., Villa Rica, GA 30180.

Americans with Disabilities Act (ADA) Compliancy

Applicants are required to hold their activities in physically accessible spaces, providing reasonable accommodation for persons with disabilities. All funded organizations must provide written statements that may include a diagram, describing their plan to provide an accessible space. Examples: restroom facilities, parking, unimpeded path to an event, etc.

Reporting Requirements

For 2019, every applicant must submit their application detailing activities, expenses and revenues associated with the project has to be submitted to the Office of Economic Development by **Friday, March 29, 2019** at 5 pm. Each applicant is required to maintain accounts, accurate financial records and other evidence to justify costs incurred and revenues acquired relating to their project. Invoices and receipts are required. If, in the sole discretion of the City of Villa Rica, an applicant fails to adequately perform the services of any contract, the City has the right and authority to terminate the grant without further obligation. Project extensions will only be granted under extreme circumstances. Items to be included in the final report:

- Total project cost including detailed records of expenditures and revenues;
- Invoices and receipts to substantiate costs;
- Approximate number of participants and pictures of the event, to be submitted on electronic media such as a thumb drive, CD-ROM or DVD;
- Narrative outlining the impact of the project;
- SWOT analysis to evaluate the Strengths, Weaknesses, Opportunities, and Threats of the project. This form will be provided to applicants after approval of funding and execution of any agreements with the City.

Review Criteria

The Main Street Advisory Board will review and rate each application based on the established goals and the criteria listed below. The board members will vote to approve the applications and dollar amount each applicant will receive with a majority vote required for approval. The approved applications will be taken before City Council for final approval. The stated criteria are used by the City Council as a guide to evaluate projects. Since no project scope is exactly the same, the City Council has flexibility to determine which projects best fit the needs of the City. Applications seeking funding to cover 100% of project costs are less likely to be approved. The City Council is not obligated to award any funds or the amount requested on an application. The stated criteria (see below) are used by the City Council as a guide to evaluate projects.

Project

- o Detailed project proposal
- o Location and public facilities and resources needed
- o Innovation and creativity of the project and marketing plan
- o Ability to highlight community strengths and the diverse cultural life of the City
- o Anticipated attendance broken out by City residents versus non-city residents
- o Compliancy with the Americans with Disabilities Act
- o List of City businesses or business organizations anticipated to be involved in event

Organization

- Organization's history, mission and stated goals
- List of individuals involved (specify paid or volunteer)
- Prior event experience and success of such programs

Budget

- Level of detail in budget proposal and projected revenue
- Cost for use of any City facilities or resources (buildings, pavilions, staff resources, police security, etc.) must be incorporated into any proposal. City staff will verify compliancy with all local and state laws as well as coordinate City facilities and resources.

Application Instructions

Applications with missing forms, attachments or incomplete documentation may not be considered. Please thoroughly familiarize yourself with the "Review Criteria" section above. Submit only one completed original application to the City by the stated deadline in the "Funding Source and Application Due Date" section above.

Section A: Applicant

1. Name: The name of the organization that will be responsible for the contract. If applying as an organization, give the name of the person to contact for additional information about the application.
2. Mailing Address: The complete mailing address.
3. Telephone Day/Evening: The numbers where applicant/contact person can be reached.
4. Email: The email address where applicant/contact person can be reached.
5. Fax (optional): The number where applicant/contact person can receive fax correspondence.
6. Status: The date of tax-exempt letter and date of incorporation in the State of Georgia.
7. Funding History with Villa Rica: Indicate Yes or No. If Yes, how much funding was awarded? Were there any funds left over? Indicate Yes or No. If Yes, how much?

Section B: Project

1. Project Title
2. Schedule: Calendar of events (if requesting public facilities, you must check on availability prior to applying).
3. Hours of Operation: Provide the start and end time for the event each day it will be operating.
4. Amount Requested: Provide amount requested in support of this project. Please note that applications seeking funding to cover 100% of project costs are less likely to be approved.
5. Funds Disbursement Date: Provide the date the funds are requested to be disbursed.

Section C: Certification

1. Authorized Official: Title and original signature of person authorized on behalf of organization to enter into a legal, binding agreement with the City of Villa Rica.

Section D: Project Narrative (attachments to the application are required)

1. Summarize the organization's mission and goals.
2. Discuss the staff/volunteer's qualifications and past work. Include the approximate number of staff or volunteers associated with the project.
3. Discuss prior project successes. This can include photographs.
4. Summarize the proposed project including innovative and creative tools/methods of promoting the project and strengths of the City as well as the location.
5. Discuss the approximate number of participants expected. If the proposed event has occurred in the past, detail the approximate number of participants.

Section E: Accessibility (attachments to the application are required)

1. Is the facility where the project(s) takes place physically accessible? If not, indicate plans to make it accessible and methods used to serve physically challenged participants. Provide a narrative and diagram, if appropriate.
2. Describe plans to meet the Americans with Disabilities Act requirements.

Section F: Project Budget (attachments to the application are required)

Provide a spreadsheet printout or similar chart. A sample budget has been attached to this application. Some of the items below may not apply to every project. Liability insurance may be required for each event.

1. Outside Fees and Services (Administrative, Technical and Professional Services): Show project specific payments to individuals and firms who are not normally considered employees of the applicant for services. Include fees for administrative, technical and professional services.
2. Space Rental: Show project specific payments for rental of office, rehearsal, theater, hall, gallery and other such spaces.
3. Travel: Show all costs for travel directly related to the project.
4. Marketing/Promotion and Printing: Show all costs for marketing/publicity/promotion specifically identified with the project. Do not include payments to individuals or firms that belong under "Personnel" or "Outside Fees and Services." Include the costs of newspaper, radio, television and internet/social media advertising, printing and mailing of brochures, flyers and posters, or other media types.
5. Remaining Operating Expenses-Equipment: Show equipment rental or purchases specifically related to the project.
6. Remaining Operating Expenses-Supplies: Show supply expenses including scripts, scores, lumber, nails, postage, photographic supplies, publications, sets, props, office supplies, etc.
7. Remaining Operating Expenses-Utilities: Show utility expenses including electricity, telephone, heating, etc.
8. Remaining Operating Expenses-Other: Show any additional operating expenses including insurance, non-structural renovations or improvements, permits, storage, shipping, hauling, etc.
9. Discuss revenue generated in past years or projected revenue.
10. Please note any other funding from other organizations.



Villa Rica Community Development Grant Program

Section A: Applicant

- Name of Organization: Thomas A. Dorsey Birthplace and Gospel Heritage Festival, Inc
Contact Person (if different than above): Shirley M. Marchman - Eric L. Ayers
- Mailing Address: 571 West Bankhead Hwy
- Telephone Day: 678-697-7684 (Eric) Evening: 770-546-1971 (Shirley)
- Email: profese@bellsouth.net 5. FAX (optional): _____
- Date of Tax-Exempt Number and date of Incorporation in Georgia: May 15, 2010 / May 20, 1993
- Number of Years in City of Villa Rica: 25 years
- Have you ever received funds from the City of Villa Rica? yes If Yes, most recent funding amount? \$7,630.00
Were there any residual funds at the completion of the project? No If Yes, how much? _____

Section B: Project

- Project Title: Thomas Dorsey Birthplace Festival
- Scheduled Start and End Dates: June 28 - 30, 2019
- Hours of Operation Each Day: All Day
- Amount Requested: \$10,000.00 5. Funds Disbursement Date: June 1, 2019

Section C: Certification

Eric L. Ayers 3-25-2019
Signature of Authorized Official/Individual Date
Eric L. Ayers President, Board of Directors
Printed Name of Authorized Official/Individual Title of Authorized Official/Individual

Sections D-F: Project Narrative, Accessibility and Project Budget

Sections D-F requires an attachment as indicated in the "Application Instructions" accompanying this form.

For Official Use Only

Approved: _____ Approved by: _____ Date: _____ Grant Amount: _____

Sample Event Budget

Provide a spreadsheet printout or similar chart to accompany your Villa Rica Community Partnership Grant application.

EXPENSES	AMOUNT \$
Facility rental	\$300
Parking	
Security	
Food	
Service Park & Rec setup/breakdown \$25x16 hours	\$800
Entertainment	
Speakers	
Transportation	
Hotels	
Equipment rental:	\$375
Barriers	
City Employee Wages	
Security	
Tables	\$75
Tents	
Chairs	\$15
Concession	

Sound System \$4,000.00

Fireworks \$4,000.00

EXPENSES	AMOUNT \$	
Printing		
Save-the-Date/Invitations/Tickets		
Brochures/Posters/Fliers/Press Packets		
Signage		
Bid Sheets/Programs		
Postage/Mail House		
Credit Card Fees		
Photography		
Total	\$9,475.00	

REVENUES	AMOUNT \$	
Ticket Sales (minus complimentary tickets)		
Regular		
Patron		
Donations/Pledges		
Sponsorships/Grants		
Program Ads		
Raffle Tickets		
Contest Tickets		
Food		
Bar		
Silent/Live Auction		

NET INCOME (or LOSS)

Income less Expenses: \$ _____



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Emergency purchase for engineering services for inspection of Dam Structures #29 and # 31.

AGENDA DATE: April 23, 2019

DATE PREPARED: April 11, 2019

PREPARED BY: Pete Zorbanos

AMOUNT: \$3,000.00

GL ACCOUNT #: 5054115521200

FUNDING SOURCE: Utility Fund

BUDGETED ITEM? Yes

PURPOSE: To conduct an inspection of Dam Structures #29 and # 31 and related appurtenances.

BACKGROUND: The Environmental Protection Division's (EPD) Safe Dam Program requires that an annual dam inspection be conducted by an approved engineer of record that is registered and approved by EPD.

STAFF RECOMMENDATION: To approve engineering services for the annual inspection of Dam Structures #29 and # 31 to Walden, Ashworth, & Associates, Inc.

IMPACT: The annual inspection will comply with State regulations and will become the template for further required quarterly and annual inspections. It will also develop a deficiency list that will be used in formulating a corrective action plan to remedy any necessary repairs or improvements.

MOTION: I make the motion to approve the emergency purchase for engineering services for inspection of Dam Structures #29 and # 31 to Walden, Ashworth, & Associates, Inc. for the lump sum amount of \$3,000.00



WALDEN, ASHWORTH & ASSOCIATES, INC.

CONSULTING ENGINEERS

P.O. BOX 6462 \$ MARIETTA, GEORGIA 30065 \$ 770/956-7879

March 28, 2019

Peter Zorbanos
Public Works Director
City of Villa Rica
571 W. Bankhead Hwy.
Villa Rica, GA 30180

**RE: LITTLE TALLAPOOSA RIVER W/S STR #29 AND
LITTLE TALLAPOOSA RIVER W/S STR #31
VISUAL INSPECTIONS**

Dear Mr. Zorbanos:

We are pleased to submit the attached Agreement to perform a Visual Inspections for the Little Tallapoosa River Watershed Structures No. 29 & 31 Dams located in Carroll County, Georgia. We are prepared to commence our services very soon after your execution of the Agreement and upon your notice-to-proceed.

I will serve as project manager and all correspondence and communications relating to this project should be directed to my attention.

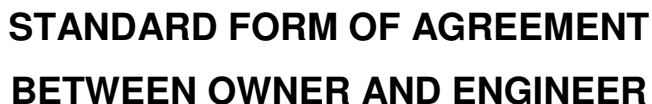
Please indicate your acceptance of the terms of this agreement by signing and returning it to our office. After executing the agreement, we will return a copy for your files. Certainly, we are looking forward to serving you on this assignment.

Very truly yours,

WALDEN, ASHWORTH & ASSOCIATES, INC.

Jason Rapplean, PE
Senior Engineer

JR/cia
Attachments



THIS AGREEMENT, made the 28th day of March 2019, by and between
City of Villa Rica

WITNESSETH, that whereas the Owner ~~intends to construct~~ _____ desires to have Visual
Inspections performed for the Little Tallapoosa W/S #29 & 31 dams.

1. **EMPLOYMENT OF ENGINEER:** The Owner agrees to employ the Engineer and the Engineer agrees to perform the professional services in connection with the project in Carroll County, Georgia and for having rendered such services, the Owner agrees to pay to the Engineer compensation as stated in the sections to follow.
2. **CHARACTER AND EXTENT OF SERVICES:** The character and extent of services to be provided by the Engineer shall be as defined in Attachment "A" to this Agreement.

3. **GENERAL CONDITIONS OF AGREEMENT:** The parties to this Agreement shall be subject to the General Conditions of Agreement attached hereto and referred to as Attachment "B". In the event of any differences between the terms of this Agreement and the General Conditions, the provisions of this Agreement shall control. The Engineer's obligations under this Agreement run to and are for the benefit of only the Owner. This Agreement, with Attachments, represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Engineer.
4. **FEES:** For, and in consideration of, the services to be rendered by the Engineer, the Owner shall pay, and the Engineer shall receive in Cobb County, Georgia the fees set forth in the "Schedule of Fees," Attachment "C" to this Agreement.
5. **ADDRESS OF NOTICES AND COMMUNICATIONS:** All notices and communications under this Agreement to be mailed or delivered to the Engineer shall be sent to the following address:

WALDEN, ASHWORTH & ASSOCIATES, INC.

P.O. Box 6462

Marietta, Georgia 30065

Attention: Jason Rapplean, P.E.

All notices and communications under this Agreement to be mailed or delivered to the Owner shall be sent to the following address:

City of Villa Rica

Utility Director

571 W. Bankhead Highway

Villa Rica, GA 30180

Attention: Peter Zorbanos

Phone: 404-360-9450

Email: pzorbanos@villarica.org

6. SPECIAL PROVISIONS:

6.1 The Engineer's fees for the various tasks as defined in Attachment "A" to this agreement shall be the lump sum amount indicated below:

TASK 1 - VISUAL INSPECTIONS	LUMP SUM	\$ 3,000
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The above stated fees do not include those services listed as additional services, Article 2, Attachment "A" or any construction phase services that the Owner may subsequently authorize the Engineer to perform or reimbursable expenses as listed in "Attachment C - Fee Schedule".

IN TESTIMONY OF WHICH, this instrument has been executed on the day and year first above written.

Accepted

Owner

By

Title

Proposed and Agreed to

**WALDEN, ASHWORTH & ASSOCIATES, INC.
CONSULTING ENGINEERS**

By

Title

Jason Rapplean, PE
Senior Engineer

ATTACHMENT "A"

SCOPE OF SERVICES

1.0 BASIC SERVICES

The Engineer's basic scope of services shall include the following:

TASK 1 -	<u>VISUAL INSPECTION AND REPORT</u>	\$3,000
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This task shall consist of an evaluation of the general condition of the dam based upon available data and visual inspection. Included in the work will be:

- Visual inspection of the dam
- Report of findings, conclusions and recommendations

Detailed investigation and analysis involving topographic mapping, subsurface investigations, testing and detailed computational evaluations are not included in this Scope of Services.

2.0 ADDITIONAL SERVICES

Because the effort required for some items of work varies considerably from project to project, and because some items of work are sometimes provided separately by the Owner, these items of work are not included in the basic fees and are charged separately, as noted in Attachment "C", Schedule of Fees. Such additional services are: (1) Topographic surveys; (2) Boundary surveys; (3) Providing a full-time Project Representative during construction; (4) Additional copies of reports, drawings, and specifications over five, unless otherwise agreed; (5) Extra travel required of the Engineer and authorized by the Owner, to points other than the Engineer's office and Project location; (6) Assistance to the Owner as expert witness in any litigation, and special technical assistance to prepare for litigation; (7) Special economic and feasibility studies; detailed considerations of operation, maintenance, and overhead expenses; regional or area studies to establish basic data to justify or scope the Project; special environmental assessments; and preparation of equipment O&M manuals; submissions required for approval of governmental authorities; (8) Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals on instructions previously given, are required by enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Engineer; (9) Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either Owner or Contractor under the contract for Construction; (10) Providing detailed hydrological and flood plain analyses.

3.0 EXCLUDED SERVICES

The Engineer shall not be required to furnish any legal or accounting advice or service, nor is the training of operating personnel included in this Agreement. Soil borings, tests and analysis of soil samples, test pits, material and equipment operating tests are not included within this Agreement. A commercial testing laboratory will be engaged by the Owner and will invoice the Owner for its services.

ATTACHMENT "B"

GENERAL CONDITIONS OF AGREEMENT BETWEEN OWNER AND ENGINEER

1. COORDINATION WITH THE OWNER:

The Engineer shall hold periodic conferences with the Owner, or his representatives, to the end that the Project, as it progresses, shall have benefit of the Owner's experience and knowledge of existing needs and facilities, and be consistent with his current policies and construction standards. To implement this coordination, the Owner shall make available to the Engineer, for use in planning the Project, all existing plans, maps, field notes, statistics, computations and other data in his possession relative to existing facilities and to the Project. The Owner shall furnish all legal, accounting and insurance counseling services, land survey information, soils and laboratory testing, as required. The Engineer shall be entitled to rely on the completeness and accuracy thereof. If the Owner observes, or otherwise becomes aware of any fault or defect in the Project, prompt written notice thereof shall be given by the Owner to the Engineer.

2. FEES:

The Owner's obligation to pay under this Agreement is in no way dependent on the Owner's ability to obtain financing, payment from third parties, approval of governmental agencies, or Owner's successful completion of the project.

For, and in consideration of, the services to be rendered by the Engineer, the Owner shall pay, and the Engineer shall receive the fees set forth, for the indicated phases of the work. Basis of compensation may be lump sum, percentage of construction cost, cost-plus, multiplier of salary costs, or other basis. (See Schedule of Fees.) Where the fee is based on percentage of construction cost, the fee for each separate phase shall be based on the construction cost of all work authorized by the Owner to be designed or handled by the Engineer in each Phase, in accordance with this Agreement, with construction cost being based on the lowest acceptable proposal or lowest bona fide bid if no award is made. Where no proposals or bona fide bids are received, the Engineer's estimates shall be the basis for final payment for the Design Phases.

Unless otherwise specified, fees shall be paid to the Engineer in Cobb County, Georgia in accordance with monthly billings based upon the estimates of work performed and expenses incurred during that month. If the Owner fails to make any payment due the Engineer for services and expenses within thirty days after receipt of the Engineer's invoice, the amounts due the Engineer will be increased by a late fee at the rate of 1.5% monthly or 18% annually (or the maximum rate permitted by law, if less) from said thirtieth day; and, in addition, the Engineer may, after giving seven days' written notice to the Owner, without incurring any liability to the Owner, suspend services under this Agreement until the Engineer has been paid in full all amounts due for services, expenses and charges. Such suspension or termination will not waive any other claim the engineer may have against the Owner. Owner waives all claims for damages or delay as a result of such suspension or termination. Payments will be credited first to late fees and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No deductions shall be made from the Engineer's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors, or on account of damages or cost of changes in the Work other than those for which the Engineer is adjudicated legally liable.

3. ELECTRONIC DATA:

Drawings and specifications prepared by Engineer or its professional consultants that may be relied upon as Contract Documents are limited to those printed drawings and specifications (also referred to as "hard copies")

that are signed and sealed by Engineer or its professional consultants and are identified as Contract Documents in the agreement between the Owner and Engineer, subject to any approved changes thereto. In order to receive Electronic Files (CADD files, Scans, PDF's, TIFF's etc. the Engineer's standard Request Form then in effect must be submitted to Engineer fully executed, as indicated, and with no modifications. Files of text, data, graphics or other information stored in Electronic Files are not Contract Documents and may be furnished solely at the discretion of Engineer, hereunder, solely for the convenience of the recipient and for the limited purpose of review by the Owner in connection with the project and shall not be utilized for any other purpose or provided by the recipient to any other entity. Any information or data obtained or derived from such electronic files will be used at the recipient's risk. The information provided in any electronic file is the sole property of Engineer.

Electronic Files do not contain all of the information necessary for Bid Documents or Contract Documents for the construction of the project. The use of the electronic files is at the Recipient's sole risk of liability, and the Recipient shall make no claim or demand of any kind against Engineer arising out of Recipient's receipt or use of the Electronic Files.

Engineer makes no representation or warranty of any kind, express or implied, with respect to the Electronic Files and specifically makes no warranty that the Electronic Files shall be merchantable or fit for any particular purpose, or that they are accurate or complete. Furthermore, any description of said Electronic Files shall not be deemed to create an express warranty that such Electronic Files shall conform to said description.

Electronic Files are provided strictly as a courtesy by Engineer solely for the convenience of the Recipient, and are not part of the Bid Documents or Contract Documents for the Project. The Recipient assumes all risk and liability for any losses, damages, claims, or expenses resulting from its receipt, use, or possession of Electronic Files furnished by Engineer

4. REUSE OF DOCUMENTS:

All documents including Reports, Calculations, Drawings and Specifications provided or furnished by the Engineer (or the Engineer's Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and the Engineer and the Engineer's Consultants, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of the Engineer and the Engineer's Consultants, as appropriate) whether or not the Project is completed. The Owner may make and retain copies for information and reference in connection with the use and occupancy of the Project by the Owner and others; however, such documents are not intended or represented to be suitable for reuse by the Owner or others on extensions of the Project or on any other project. Any such reuse without written verification or adaptation by the Engineer and the Engineer's Consultants, as appropriate, for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Engineer, or to the Engineer's Consultants, and the Owner shall indemnify and hold harmless the Engineer and the Engineer's Consultants from all claims, damages, losses and expenses including attorneys' fee arising out of or resulting therefrom. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Owner and the Engineer.

5. TERMINATION; SUSPENSION OF WORK:

The Owner may, at its discretion, terminate the work or indefinitely suspend the work under this Agreement by giving a seven-day written notice. In such event, the Owner shall assume all obligations, commitments and claims that the Engineer may have theretofore in good faith undertaken or incurred in connection with the Project. If the Project is terminated, abandoned or suspended upon completion of any phase of the Engineer services, payment will be made as outlined in the Schedule of Fees for each phase. If the Project is terminated, or is abandoned or suspended for more than three months during any phase of the work, the Engineer shall be paid for services rendered during such phase on the basis of his reasonable estimate of the portion of such phase completed prior to

suspension of the Project. The Engineer shall be equitably paid for services rendered prior to effective termination notice date and for reasonable termination expenses.

6. PROFESSIONAL RESPONSIBILITIES:

The Engineer shall perform for or furnish to the Owner professional services in all phases of the project to which this Agreement applies as hereinafter provided. The Engineer shall serve as the Owner's prime design professional for the Project providing professional consultation and advice with respect thereto. The Engineer may employ such Engineer's Consultants as the Engineer deems necessary to assist in the performance or furnishing of professional services hereunder. The Engineer shall not be required to employ any Consultant unacceptable to the Engineer.

The standard of care for all professional and related services performed or furnished by the Engineer under this Agreement will be the care and skill ordinarily used by members of the Engineer's profession practicing under similar conditions at the same time and in the same locality. The Engineer makes no warranties express or implied, under this Agreement or otherwise, in connection with the Engineer's services.

The Engineer shall not be liable for any indirect or consequential loss or damage arising out of the performance of services hereunder, including, but not limited to, loss of profit, or business interruption, whether caused by negligence of the Engineer or otherwise. The Engineer shall use reasonable and acceptable methods in preparing designs and cost estimates and in providing Construction Phase Services (where required) but does not serve as guarantor and shall not be responsible for bids varying above or below estimates, or for the Construction Contractor's failure to perform the work in accordance with the Construction Documents. Revisions to Contract Documents during the Construction Phase resulting in added construction work are not unusual. Therefore, reasonable construction phase contingency reserve funds should be established by the Owner. On fast-track projects with multiple construction packages and accelerated schedules, reduced escalation accrues as a benefit to the Owner, and the Owner should anticipate increased changes during construction to effect interface between bid packages and to resolve design ambiguities and conflicts.

The Engineer shall be included as additional insured, where construction is involved, on the Builder's Risk policy (on All-Risk Basis) and on Owner's Protective Liability Policy. The Engineer shall not have control of or charge of and shall not be responsible for construction methods, techniques, sequences or procedures, safety precautions and programs in connection with the activities of the Construction Contractor.

As to warranty of, or patent indemnity on, items of machinery, equipment, or other products manufactured by others, or work of construction contractors, subcontractors, or manufacturers, the Engineer's responsibility with respect thereto is limited to the assignment by the Engineer to the Owner of the Construction Contractor's (or manufacturer's) warranty, guaranty, or patent indemnity, and the Engineer agrees to cooperate with the Owner in the enforcement thereof.

7. LIMITATION OF LIABILITY:

In recognition of the relative risks and benefits of the Project to both the Owner and the Engineer, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Engineer and the Engineer's officers, directors, partners, employees, agents and sub-consultants (hereinafter jointly referred to as Engineer to the Owner for any and all lawsuits or actions, claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs so that the total aggregate liability of the Engineer for the entire Project which is the subject of this Agreement,

regardless of how limited in scope the services under this Agreement may be, shall not exceed \$ 50,000, or the Engineer's total aggregate fee received for services for the Project, whichever is less.

The Owner further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Engineer against all claims, demands, causes of action, damages, liabilities or costs including attorneys' fees, defense and expert costs, pursued by third parties not party to this Agreement, including but not limited to, general contractors, subcontractors, suppliers, construction manager, and adjacent property owners, arising out of or in any way connected with this Project, so that Engineer's total aggregate liability for the entire Project which is the subject of this Agreement, as discussed above and regardless of how limited in scope the services under this Agreement may be, shall not exceed \$ 50,000, or the Engineer's total aggregate fee received for services for the Project, whichever is less.

It is intended that this limitation of liability clause and indemnification clause apply to any and all liability or cause of action however alleged or arising, whether identified as arising in tort, including negligence (whether sole or concurrent), Professional Error or Omissions, Breach of Warranty (express or implied), Negligent Misrepresentation, and Strict Liability, contract or other legal theory, including without limitation, Engineer's indemnity obligations to Owner related to the services provided in this Agreement and any continuation or extension of Engineer's Services.

8. OWNER OBLIGATIONS:

Owner warrants that all information provided to Engineer regarding the Project and Project location are complete and accurate to the best of Owner's knowledge.

Owner agrees to furnish Engineer, its agents, employees, and subcontractors, a right-of-entry and any authorizations needed for Engineer to enter onto the project site to perform the Services included in this Agreement.

The Owner shall furnish complete information to the Engineer regarding the legal boundaries, use and restrictions of the Project Site. The Owner is also responsible for ensuring legal title to the Project Site and for obtaining any easements, rights of way or permissions for impacts to property owned by others.

The Owner shall obtain, at Owner's expense, a plat of boundary line survey which Owner shall furnish to Engineer along with written verification that this plat of boundary line survey represents the site for the work to be designed. The Engineer will design no work extending beyond the boundaries shown on the plat of boundary line survey without written consent of the Owner in advance.

In the design of the work, the Engineer will take into consideration all easements, rights of way, covenants that run with the land, and any U.S. Government "controls" which are referred to on the above-mentioned plat of boundary line survey. The plat of boundary line survey referred to hereinabove shall be dated and must bear the signature, seal and registration number of the person who made the survey.

The Owner shall obtain a complete and accurate survey of the project site conditions giving the grades and lines of streets, pavements, and adjoining properties, contours of the project site and full information as to sewer, water, gas, electrical services, telephone service and any other utilities.

The Owner must obtain such easements, rights of way, or licenses as may be dictated by the circumstances for any work which is to be executed beyond the boundaries of the site.

To the fullest extent permitted by law, Owner shall indemnify, hold harmless and defend Engineer from all claims, suits, losses, personal injuries, death and property liability, including costs and attorneys' fees, arising from Owners' breach of any of the obligations set forth in this section.

9. CERTIFICATIONS

Owner agrees not to require that Engineer execute any certification with regard to work performed or observed under this Agreement unless: 1) Engineer believes that it has performed sufficient work to provide a sufficient basis to issue the certification; 2) Engineer believes that the work performed or observed meets the criteria of the certification; and 3) Engineer has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Engineer is limited to an expression of professional opinion based upon the Services performed by the Engineer, and does not constitute a warranty or guarantee, either expressed or implied.

10. FAILURE TO FOLLOW RECOMMENDATIONS:

The Owner agrees that it would be unfair to hold the Engineer liable for problems that may occur if the Engineer's recommendations are not followed. Accordingly, the Owner waives any claim against the Engineer, and agrees to indemnify, hold harmless and defend the Engineer from any claim or liability for injury or loss that results from failure to implement the Engineer's recommendations or from implementation of the Engineer's recommendations in a manner that is not in strict accordance with them.

11. CONSTRUCTION ADMINISTRATION:

Owner acknowledges that it is customary for the engineer who is responsible for the preparation and furnishings of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding or negotiating and Construction Phases of the Project (i) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding or negotiating and construction may dictate, (ii) in connection with acceptance of substitute or "or-equal" items of materials and equipment proposed by bidders and Contractor(s), (iii) in connection with approval of Shop Drawings and sample submittals, (iv) as a result of and in response to Engineer's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation and (v) to visit the site to observe the construction.

Owner agrees that, if Engineer is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, Engineer will not be responsible for, and Owner shall indemnify and hold Engineer and Engineer's Consultants harmless from, all damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution, acceptance, Shop Drawing or sample approval or modification of such documentation issued or carried out by Owner or others or construction observation carried out by others or for conflicts or problems that might have been discovered had Engineer been involved in Construction Administration. Nothing contained in this paragraph shall be construed to release Engineer or Engineer's Consultants from liability for failure to perform in accordance with professional standards any duty or responsibility which Engineer has undertaken or assumed under this Agreement.

12. LICENSES AND PERMITS:

It shall be the owner's responsibility to obtain all licenses, rights of way, easements, permits and/or permissions for services and work to be performed under this contract.

13. HAZARDOUS MATERIALS:

It is the understanding and intent of all parties to this Agreement that the performance of these services or work to be constructed as a result of these services does not involve in any way the handling of any hazardous materials. Should any hazardous materials be discovered during the performance of these services, the services shall be temporarily suspended by agreement of the parties involved until the hazardous materials are removed or this agreement may be terminated. In the event of termination, the Engineer shall be compensated for all services and expenses incurred to date as previously stated.

14. DISPUTE RESOLUTION:

The Engineer and Owner shall attempt in good faith to promptly resolve any controversy or claim arising out of or relating to this Agreement by negotiation between senior executives of the parties who have authority to settle the controversy.

Any claim, dispute or other matter in question arising out of or related to this Agreement, not resolved within thirty (30) days of the meeting between the senior executives, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

The Owner and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Provided that the mediation process has not resolved the controversy within ninety (90) days of the submission of the matter to mediation, all claims, counterclaims, disputes and other matters in question between the parties arising out of relation to this Agreement or the breach thereof will be decided by litigation, in a court of competent jurisdiction in the place of business of the Engineer.

The parties agree to split the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15. FORCE MAJEURE:

The Engineer shall not be responsible or liable for any loss, damage, or delay caused by force majeure, which shall include riot, insurrection, embargo, fire or explosion, the elements, act of God, epidemic, war, vandalism or sabotage, earthquake, flood, strike, boycott, picketing, act of any Government official or agency--civil or military, unavoidable accident, unlawful act of third parties, or any cause, whether or not similar to the foregoing which is beyond the Engineer's reasonable control.

16. SUCCESSORS AND ASSIGNMENTS:

The Owner and the Engineer each binds himself and his partners, successors, executors, administrators and assigns to the other party of the Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of the Agreement. Except as above, neither the Owner nor the Engineer shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other, and they further agree that the Agreement represents the entire understanding of the Owner and Engineer and cannot be

changed, added to or modified in any way except by an instrument in writing signed by the Owner and by the Engineer. The Owner and the Engineer agree to the full performance of the covenants contained herein.

17. SURVIVAL:

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of the Engineer under this Agreement or the termination of this Agreement for any reason.

18. WAIVER:

The failure of any parties to this agreement to adhere to any of the provisions herein shall not be construed to be a waiver of those provisions and shall not diminish the right of any party to require adherence to said provisions.

19. SEVERABILITY:

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and the Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

20. MISCELLANEOUS PROVISIONS:

- A. Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Engineer.
- B. As between the parties to this Agreement; as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work (as defined in the Construction Specifications).
- C. The Owner and the Engineer waive all rights against each other and against the employees of the other for damages covered by any property insurance under the Project Construction Specifications.
- D. Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement will become barred two (2) years from the time the party knew or should have known of the claim or two (2) years after completion of Consultant's services, whichever occurs earlier.



WALDEN, ASHWORTH & ASSOCIATES, INC.

CONSULTING ENGINEERS

P.O. BOX 6462 \$ MARIETTA, GEORGIA 30065 \$ 770/956-7879

SCHEDULE OF FEES

FEE BASIS - HOURLY SCHEDULE

The charge for services invoiced on an hourly basis will be the sums indicated below:

Principal	\$195.00
Project Manager	\$170.00
Senior Engineer	\$150.00
Project Engineer	\$125.00
Engineer.....	\$110.00
Senior Designer	\$ 95.00
Designer.....	\$ 80.00
Drafter/Cadd Operator.....	\$ 70.00
Clerical	\$ 70.00

“Subcontract Expense” is that incurred by the Engineer in employment of outside firms for services such as soil borings and tests, aerial photography, construction of physical models, land surveying and similar services. “Direct Non-Labor Expense” is that incurred by the Engineer for supplies, transportation, equipment, travel, communications, copies, printing of drawings and specifications, postage, courier services, subsistence and lodging away from home and similar incidentals in connection with the project. ASubcontract Expenses and “Direct Non-Labor Expense” shall be invoiced at direct invoice cost plus fifteen percent (15%) service charge. Reimbursable travel in the Engineer=s vehicles will be invoiced at sixty five cents (\$.65) per mile.

Invoicing will be provided on a monthly basis and payment is due within thirty (30) days. A late payment charge (at the rate of one and one-half percent per month, calculated from invoice date) may be imposed with respect to any invoice which remains unpaid more than thirty (30) days after the date of its submission. In the event that action becomes necessary to collect the fees, the Engineer will be entitled to recover the cost of collection.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2019 Ford F-150 for Customer Service
AGENDA DATE: April 23rd, 2019

DATE PREPARED:
PREPARED BY: Nic Griffin

AMOUNT: \$23,950.00
GL ACCOUNT #: 350-1590-542200
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes

PURPOSE: To provide the Meter Technician a means of transportation. This technician is going to be reading meters.

BACKGROUND: The city has hired an additional Meter Technician. The new employee will need a vehicle and we currently have no additional vehicle to issue. Due to the various tools that the employee is required to have, they will need a truck to haul this in. Staff has obtained three bids from dealers in Georgia. Don-rich ford came in with the lowest bid.

STAFF RECOMMENDATION: Staff recommends purchasing a 2019 Ford F-150 from Don-rich Ford.

IMPACT: Purchasing this vehicle will provide staff with adequate means of transportation that will meet the demands of the employee's duties. City staff plans on allocating this vehicle to the city's Engineer, enabling them to carrying multiple people to jobsites, meetings, and other various city involved functions. The engineer's current vehicle, 5837, will be allocated to our meter technician that has been with the city for 18 years. The new technician will be allocated vehicle 0426, which is the current technicians truck.

MOTION: I motion that we allow city staff to purchase a 2019 Ford F-150 from Don-rich Ford in the amount of \$23,950.00



Don-Rich Ford Company, Inc.

221 Montgomery Street • P.O. Box 429

Villa Rica, GA 30180

Tel: 770-459-5132 • Fax: 770-459-3201

City Of Villa Rica

2019 F-150 Crew Cab 4x2

\$23,950.00

Per specs

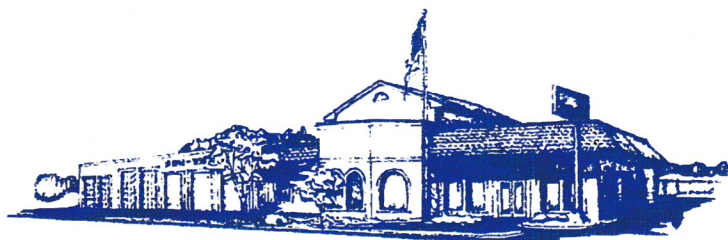
Thank you for the opportunity for the bid

A handwritten signature in blue ink, appearing to read "Bart R. Smith".

Bart R. Smith

General Manager

Don-Rich Ford Co Inc.



Servicing all of your automotive needs since 1971

www.donrichford.com

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2019 Ford F150 (1/2 ton)
Regular Cab, 6 Cyl, 4x2, SWB

Base Price \$19,155.00

SWC #99999-SPD-ES40199373-002

Equipment included in

Base price

3.3L V6 Flex Fuel engine
6 Speed Automatic Transmission
Factory Installed A/C
AM-FM Radio
Solar Tinted Glass
Power Steering/ABS Brakes
Rear view back up camera
Vinyl 40/20/40 Bench Seat
Rubber Floor Covering
Full Size Spare/ Step bumper
Autolamp headlights
Short Bed (6.5 ft)
6500 GVWR
P245/70R17 Tires
Rain sensing wipers

Exterior Colors Interior Color
Medium
Gray

D1 Stone Gray X
PQ Race Red X
N1 Blue Jeans X
E7 Velocity Blue X
UX Ingot Silver X
UM Agate Black X
J7 Magnetic X
YZ White X
E2 Magma Red (XLT X

Only)

School Bus Yellow is available at
\$720.00 per vehicle

FOB Allan Vigil Ford
Delivery- see chart, \$75 minimum

ALLAN VIGIL FORD GOV'T SALES
6790 Mt. Zion Blvd
Morrow, GA 30260

770-968-0680 Phone
800-821-5151 Toll Free
678-364-3910 Fax

* 5.0L V8 or 3.5L Ecoboost
engine required
** Not available with regular
cab short wheel base
*** Requires 85A (Power W-L-M)

NOTE: Auto Start/Stop is standard on all F150 engines

Options	Price	Code
5.0L V8 Flex Fuel engine	1,836.00	995
3.5L V6 EcoBoost engine**	2,388.00	99G
2.7L V6 Ecoboost	916.00	99P
Long Bed (8 ft)	285.00	145
Extended range fuel tank**	410.00	655
Super Cab (6.5 ft. bed)	2,525.00	X1C
Super Cab (8 ft. bed) *	3,690.00	X1CLong
4x4 Option (All models)	2,645.00	F1E
Skid Plates	155.00	413
Crew Cab SWB (5.5 ft bed)	4,920.00	W1Cs
Crew Cab LWB* (6.5 ft bed)	5,850.00	W1Ci
Limited Slip Axle	525.00	XL9
Tilt / Cruise	215.00	50S
Running boards (black)	262.00	18B
Daytime Running Lights	42.00	942
Power Windows/Locks/Mirrors	1,088.00	85A
Power Seat- requires 85A	345.00	91P
Class IV Hitch (w/o tow pkg)	100.00	53B
Trailer Tow Pkg	555.00	53A
Trailer Tow Pkg (w/101A pkg)	916.00	53A
Tow Mirrors w/ spotlights***	495.00	54Y/59S
XL w/ Power W-L-M, SYNC,		
AM/FM, & Cruise control.	2,075.00	101A
SYNC(Bluetooth)& Cruise con.	690.00	52P/50S
40-20-40 Cloth Split Bench	N/C	CG
Cloth Buckets w/console	275.00	WG
Electric Brake Controller	265.00	67T
Fog Lights	135.00	59S
Carpet w/ Mats	140.00	168
XL SSV Package	49.00	66S
XLT Package	4,763.00	300A
Navigation pkg (XLT Only)	755.00	50N
Rear window defroster	305.00	57Q/924
Aluminum Wheels & Bumpers	740.00	86A
Box Side Steps	305.00	63S
Tailgate Step	355.00	63T
Reverse Sensing- requires	255.00	76R
53A or 53B		
Spray-in Bedliner	375.00	ATK

Options total

Other vendor added equipment

Delivery

Total

\$ 25,853

Contact person

Agency

Phone Number

Fax number

Dec-18

Worksheet



John Bleakley Ford, Inc.



870 Thornton Road (770) 941-9000
Lithia Springs, GA 30122

Date 3/27/2019

MOTOR VEHICLE PURCHASE ORDER

Salesman Mark C.

County _____

Purchaser _____

City of Villa Rica

Res. Phone _____

Bus. Phone _____

Address _____

SS# _____

City _____

State _____

Zip Code _____

Driver's License # _____

Date of Birth: _____

Buyer _____

Co-buyer _____

☐ Mail Out ☐ Phone ☐ Walk-In ☐ Radio (station _____) ☐ TV (station _____) ☐ Referral

VEHICLE	☐ New	Year 2019	Make Ford	Cyl. ☐ D ☐ T	Series Name F-150	Body Style F150 4X2 R/C	Stock No. 293228
	☐ Used	Color OXFORD WHITE	Upholstery	Serial # 1 F T M F 1 C B 7 K K C 6 4 4 5 5			
	☐ Demo	License No.	Tab. No.	Key No's.		Mileage at Delivery 1	
	☐ Radio ☐ A/C ☐ Auto ☐ P. Steering ☐ P. Windows ☐ P. Seats ☐ P.D.L. ☐ Cruise						

ACCESSORIES	Price of Vehicle	31,230	00
	Rebate	3,000	00
	Discount	2,340	00
	Adjusted Price	25,890	00
	Insurance Info.		

I have received a statement of the new car warranty rights and dealer has collected \$3.00 fee.

X

Interior and Exterior damage must be noted at time of delivery.

X

DESCRIPTION OF TRADE-IN		CREDITS		Price of Vehicle & Accessories	
Year	Make	Cyl.	Payoff To	Administrative Fee	499 00
Series Name	Body Style	Trade In		Electronic Filing Fee	99 00
License No. Tab no.	Good Till	Lease Payoff		Sales Tax	1,854 16
Serial #	Net Trade-In			Lic., Trans., Reg. & Other Fees	38 00
Extra Equipment	Cash Down Payment			Cash Price	28,380 16
Mileage	u Total Down Payment			U Total Down Payment	
				Unpaid Balance of Cash Price	28,383 16
				Total Cash Price	28,383 16

Warning - Unless a charge is included in this agreement for Public Liability or Property Damage Insurance, payment for such coverage is not provided by this agreement. Notice to the buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) you are entitled to a completely filled-in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

The front and back of this order comprise the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. Under the Fair Credit Reporting Act, I grant permission to check my credit sources and references.

RECEIPT OF A FILLED-IN COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY PURCHASER

I HAVE READ, UNDERSTAND, AND ACCEPT ALL PROVISIONS OF THE MANUFACTURER'S WARRANTY STATEMENT COVERING THIS VEHICLE THAT I AM ORDERING. THE INFORMATION YOU SEE ON THE WINDOW FORM (BUYER'S GUIDE) FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT SALE.

Dealer's Name _____
Accepted _____

Purchaser's Signature _____
Purchaser's Signature _____



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Spring A/C filter change and service
AGENDA DATE: April 23rd, 2019

DATE PREPARED: April 11th, 2019
PREPARED BY: Nic Griffin

AMOUNT: \$7,000
GL ACCOUNT #: Various department's M/R Buildings
FUNDING SOURCE: Operating
BUDGETED ITEM? Yes

PURPOSE:

To insure proper operation of HVAC units, staff is recommending that we have all the units in the city be inspected, have their filters changed, have their belts checked (tightened/replaced as needed), and coils cleaned.

BACKGROUND:

In the past, the city has hired Advanced Comfort to perform this service. Advanced Comfort has now merged with Action Electrical & Mechanical Contractors. This is the company that we now use for emergency repairs. This company is familiar with the cities facilities as well as all HVAC systems.

STAFF RECOMMENDATION:

Staff recommends that the council allow the city to hire Action Electrical & Mechanical Contractors to perform our Spring A/C filter change and services.

IMPACT:

Continual preventative maintenance is vital to the operations of any heating and air conditioning system. This service will help preserve the life span of all of our units.

MOTION:

I motion that we allow the city to hire Action Electrical & Mechanical Contractors to complete the Spring A/C filter change and service in the amount of \$7,000.



April 10, 2019

City of Villa Rica
Villa Rica, GA 30180
dgriffin@villarica.org

Est. # SV19-567

Scope of work: Spring AC filter change and service

We are pleased to offer our proposal to service all ac equipment in all of the city buildings listed in this proposal and perform the task that are listed and provide all filters and belts that are needed

Spring AC Inspection

Items included:

- All filters needed
- All belts needed
- Drain pan tablets
- Coil cleaner

Scope of work

- Check for correct operation of all ac units and air handlers
- Change all filter
- Install all new belts
- Grease all bearings (where applicable)
- Clean all condenser coils
- Inspect and tighten all electrical connections
- Check operation of all controls and thermostats
- Clean and flush drains install pan tablets
- Record and report any abnormal conditions

Buildings included

- | | | |
|-------------------|------------------------------------|------------------------|
| -Gold Dust Park | -City Hall | -Police Dept |
| -Gold Mine Park | -Courthouse | -Community Svc Trailer |
| -Powell Park | -Customer Svc Bldg | -Avanti Bldg |
| -V-plex Park | -Amphitheater Concession | |
| -New Library | -Sewer Plant (Large) | |
| -Old Library | -Mirror Lake (sewer plant) | |
| -Fullerville Park | -Water Plant (Van Wert) & Resident | |

Quote is subject to and conditioned upon use of terms which are acceptable to Action Electric Co., Inc. Pricing is good for 30 days unless otherwise noted.

Investment to complete scope of work \$ 7,000.00

Clarifications and Exceptions:

- One invoice for all buildings
- Any items found that need to have repairs will be quoted separately for approval
- Customer will receive complete equipment list when work is complete.

Upon acceptance of this proposal we will order the part needed and schedule the service during our normal business hours, 7.00 am to 3.30 pm Monday thru Friday. We greatly appreciate the opportunity to quote this to you and look forward to hearing from you soon.

Thank you for the opportunity,

Dwayne Camp
HVAC/R Project Manager
Direct 678-278-4210 24HR
404-799-3551
dcamp@actioncontractors.com

Authorized by City of Villa Rica

Authorized by Action Electrical

Quote is subject to and conditioned upon use of terms which are acceptable to Action Electric Co., Inc. Pricing is good for 30 days unless otherwise noted.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Request to surplus 2001 Ford Ranger

AGENDA DATE: April 23rd, 2019

DATE PREPARED: April 11, 2019

PREPARED BY: Nic Griffin

AMOUNT: Unknown

GL ACCOUNT #: TBD

FUNDING SOURCE:

BUDGETED ITEM?

PURPOSE:

To surplus and sell the city owned 2001 Ford Ranger Vin#1FTYR10U91TA09393.

BACKGROUND:

This Ranger has been in the City's fleet for over 15 years. It has been used as a way to get bales of hay for animal feed. There have been many other uses for this truck over the years. The truck has is not in good condition due to its many years of service. The repairs needed far exceed the truck value, which is roughly \$2,000.00

STAFF RECOMMENDATION:

Staff recommends the council allow the city to sell this vehicle on Govdeals.net.

IMPACT:

Selling this vehicle will save the city money on current vehicle repairs and also many more that are inevitable to come.

MOTION:

I motion that will allow the city to surplus and sell a 2001 Ford Ranger with the vin number ending in 9393.



Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Security Camera System Update – Phase II
AGENDA DATE: April 23rd, 2019

DATE PREPARED: 4/11/19
PREPARED BY: Jim Chambers

AMOUNT: \$55,960.00
GL ACCOUNT #: 321-1535-542500
FUNDING SOURCE: 2015 Carroll SPLOST
BUDGETED ITEM? Yes

PURPOSE: Implement and update security cameras with our security company, Relyco, to an up-to-date, secure, stable platform.

BACKGROUND: Currently, we have inadequate camera coverage and recording retention with our current system. This is a large project which will be implemented in three phases.

STAFF RECOMMENDATION: I recommend we utilize Relyco for this upgrade. They are who we have contracted to switch over for security alarm functions and have completed Phase I of this project. They are very responsive as well as reasonable when it comes to support of not only their own product but those currently in place as well.

IMPACT: This Phase will upgrade and replace where necessary the Police Departments camera system to include the booking and interview rooms. This will also double the current retention they have.

MOTION: I make the motion we utilize Relyco for Phase II of the security camera system upgrade for an amount not to exceed \$55,960.00.



*To: City of Villa Rica Police Department
Attn: Jim Chambers*

Thanks for your interest in Relyco Security. The following is the requested quote for the service discussed on 3/17/19.

Scope of work: New camera Install at Police Department

- *1 120 terabyte Digital Watchdog Rack Mount Network Video Recorder (90 days recording)*
- *13 2.8-12mm 4-megapixel cameras-covering halls, exterior, etc.*
- *1 21-megapixel panoramic camera for the side of the PD*
- *2 D-Link poe 18 port switches*
- *Surge protection for all cameras*
- *Lifetime licenses for all cameras*
- *9 2.1-megapixel audio cameras for the designated offices/ areas*
- *Shunt switches for designated cameras*
- *All cat 6 wire and mounting hardware*

Scope of work: New camera Install at Avani

- *3 2.8-12mm 4-megapixel cameras-covering halls, exterior, etc.*
- *1 21-megapixel panoramic camera for the front parking lot*
- *1 D-Link poe 18 port switch*
- *Surge protection for all new cameras*
- *Lifetime licenses for all cameras*
- *Add 2 HD analog cameras to the vehicle maintenance area*
- *4, 4 channel video encoders to import the existing camera system*
- *All cat 6 wire and mounting hardware*

The cost for the above service is \$55,960.00



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Emergency Purchase of WatchGuard ELCom

AGENDA DATE: April 23rd 2019

DATE PREPARED: 4/11/2019

PREPARED BY: Jim Chambers

AMOUNT: \$42,360.00

GL ACCOUNT #: 100-3210-521300 (Technical)

FUNDING SOURCE: General Fund Operating – increased Sales Tax Revenue

BUDGETED ITEM? No

PURPOSE: Replace current on-premise server storage solution with cloud-based solution for bodycam and dashcam videos.

BACKGROUND: We currently have a failing server housing up to 7 years of videos. We do not have the infrastructure in place to move/store/backup the 22TB of data currently residing on this server.

STAFF RECOMMENDATION: I recommend we move to a cloud-based solution that is secure and redundant to replace the server that is currently failing.

IMPACT: This will allow our PD to store data without worry of data loss. This will also allow more flexibility to upload as well as view videos as needed. The biggest impact is the data will be secured and backed up redundantly with Microsoft Azure cloud services.

MOTION: I make the motion we ratify the purchase of Watchguard ElCom for the price of \$42,360.00.



4RE/VISTA Price Quote

CUSTOMER: Villa Rica Police Department

ISSUED: 4/11/2019 9:08 AM

EXPIRATION: 5/31/2019 3:00 PM

Attn: Accounts Payable,
101 Main St.,
Villa Rica, GA, United States,
30180-2007

**TOTAL PROJECT ESTIMATED AT:
\$42,360.00**

ATTENTION: Jim Chambers

SALES CONTACT: DeDe Summerville

PHONE: 770-459-5149

DIRECT: (469) 342-8917

E-MAIL: jchambers@villarica.org

E-MAIL:
DSummerville@WatchGuardVideo.com

4RE and VISTA Proposal Software Maintenance and CLOUD-Share

Part Number	Detail	Qty	Direct	Discount	Total Price
ELC-SAH-UNL-ASD	Evidencelibrary.com, Software and Hosting, Unlimited Assigned, Annually per device	73.00	\$495.00	\$0.00	\$36,135.00
HDW-UPL-SRV-501	Server, Upload, 1U, EvidenceLibrary.com, 60 Concurrent Devices, 5 Year Warranty	1.00	\$4,500.00	\$0.00	\$4,500.00

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-RMT-410	4RE Remote System Setup, Configuration, Testing and Admin Training	1.00	\$750.00	\$0.00	\$750.00
SVC-4RE-RMT-410	Migration from EL4 to ELC	1.00	\$750.00	\$0.00	\$750.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$225.00	\$0.00	\$225.00
					\$42,360.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$0.00
Additional Quote Discount	\$0.00
Total Amount	\$42,360.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.



4RE/VISTA Price Quote

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____



CITY OF VILLA RICA
FINANCIAL UPDATE
March 2019

CASH			SELF-FUNDED INSURANCE			TOTAL SAVINGS		\$ 697,342	
Total Checking Accounts	\$	9,743,354	\$	12,241,369					
General Fund	\$	5,988,941	\$	7,322,200					
Water/Sewer Fund	\$	1,090,761	\$	1,707,012					
Sanitation/Solid Waste	\$	(35,767)	\$	(40,749)					
2008 Carroll SPLOST	\$	684,671	\$	311,795					
2015 Carroll SPLOST	\$	326,967	\$	989,894					
2016 Douglas SPLOST	\$	450,788	\$	900,675					

OTHER HIGHLIGHTS			GROWTH			Mar 2018		Mar 2019	
	Mar 2018	Mar 2019	<i>Residential</i>	#	Amount	#	Amount		
Sales Tax Revenue	\$ 1,033,811	\$ 1,191,093	Building Permits	82	\$ 164,214	##	\$ 236,865		
Hotel-Motel Tax Revenue	\$ 85,722	\$ 107,407	Water Taps	88	\$ 132,000	##	\$ 154,500		
Carroll Co SPLOST	\$ 841,198	\$ 949,619	Sewer Taps	91	\$ 364,000	##	\$ 408,000		
Douglas Co SPLOST	\$ 834,755	\$ 1,017,173							
Total # of Employees	147	160	<i>Commercial</i>	#	Amount	#	Amount		
(Excludes Seasonal)			Building Permits	7	\$ 87,881	1	\$ 2,646		
			Water Taps	3	\$ 14,800	1	\$ 2,800		
			Sewer Taps	4	\$ 63,250	-	\$ -		

BUSINESS ACTIVITY			SANITATION/ SOLID WASTE		
WATER/SEWER	Mar 2018	Mar 2019		Mar 2018	Mar 2019
Water Revenue	\$ 1,354,272	\$ 1,409,983	Sanitation Revenue	\$ 327,218	\$ 397,881
Sewer Revenue	1,289,153	1,812,235	Solid Waste Revenue	152,694	204,413
Misc. Revenue	634,600	659,707	Misc. Revenue	-	-
Total Revenue	\$ 3,278,025	\$ 3,881,925	Total Revenue	\$ 479,912	\$ 602,294
Utility Administrator	\$ -	\$ 240,653	Sanitation Expenses	\$ 350,542	\$ 383,918
Water Expenses	638,559	577,460	Solid Waste Expenses	243,093	194,784
Sewer Expenses	658,875	776,546	Depreciation	21,101	32,357
Dist./Coll. Expenses	597,460	634,606	Total Expenses	\$ 614,736	\$ 611,058
Debt Expense	859,559	853,694			
Depreciation	736,587	780,498			
Total Expenses	\$ 3,491,040	\$ 3,863,456			
Net Income (Loss)	\$ (213,015)	\$ 18,468	Net Income (Loss)	\$ (134,824)	\$ (8,764)



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Customer Bad Debt Update
AGENDA DATE: 04-23-2019

DATE PREPARED: 04-11-2019
PREPARED BY: Sarah Hefty

AMOUNT: n/a
GL ACCOUNT #: n/a
FUNDING SOURCE: n/a
BUDGETED ITEM? n/a

PURPOSE: To update the council on Customer Bad Debts.

BACKGROUND: In November 2018, council approved writing off over \$31,000 in uncollectible customer receivables from November 2017 to September 2018. In February 2018, over \$95,000 had been written off for late 2015 – October 2017 uncollectible accounts.

As previously discussed, the biggest impacts the City can have on collections is what we do in-house. Cycle billing was implemented in October 2017 and the delinquent time allowed was shortened significantly. The last major impact on reducing uncollectible accounts was increasing the required deposit amounts, which was done in April 2018. It has just now been a year since the deposit amount was increased, so the impact of that change will continue to grow as time passes.

Six months have passed since that last write off. As of the end of March, there are 88 closed accounts with outstanding balances that total \$13,540. That is 0.37% of total revenue for 6 months. Of those 88 accounts, 68 of them only had the \$100 deposit (they were in place before the increase in deposit amounts). So if those accounts had the higher deposit amount, the outstanding balance would be roughly \$5,000 less.

STAFF RECOMMENDATION: To continue with cycle billing, cutting off with the shorter delinquency timeframe, and requiring the higher deposit amounts – particularly for renters.

IMPACT: To continue to clean up the outstanding customer receivables.

MOTION: n/a



Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2019 Budget Amendment
AGENDA DATE: 4-23-2019

DATE PREPARED: 4-11-2019
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 23, 2019

GENERAL FUND

Item	Account Name	Account Type	Notes	Amount
40 100-313110	LOST - Carroll County	Revenue	Use of LOST revenue in excess of budget	42,360.00
41 100-3210-521300	Technical	Expenditure	Emergency Purchase - Watchguard Cloud Based Server	42,360.00
42 100-313120	LOST - Douglsa County	Revenue	Use of LOST revenue in excess of budget	32,850.00
43 100-7520-521200	Professional Services	Expenditure	Falcon to Develop Site Plan for Butterballs	32,850.00
Total Change				
Expenditures				75,210.00
Revenues				75,210.00
				-

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. 40-43, 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 Packet

SUBJECT: 2020 Budget Calendar
AGENDA DATE: April 23, 2019

DATE PREPARED: April 11, 2019
PREPARED BY: Sarah Hefty

AMOUNT: n/a
GL ACCOUNT #: n/a
FUNDING SOURCE: n/a
BUDGETED ITEM? n/a

PURPOSE: To approve the calendar for the 2020 millage and budget process.

BACKGROUND: This calendar allows for various budget workshops, council meetings, and even a townhall for community engagement. Additionally, the millage rate must be adopted during the budget process. The required meetings for the millage are included in this calendar.

STAFF RECOMMENDATION: To approve the 2020 calendar so that the dates will be reserved and other meetings and calendar requests can be scheduled accordingly.

MOTION: I move to approve the 2020 Budget and Millage Calendar as proposed.

**City of Villa Rica
2020 Budget Calendar**

Date	Time	Location	Description
Friday, April 19, 2019	12pm - 5pm	Library	Council Retreat with City Manager
Friday, April 26, 2019	12pm - 5pm	Gold Dust	Council Retreat with City Manager
Friday, May 3, 2019	12pm - 1pm	The Venue	Council + Boards + Staff Luncheon
Monday, May 13, 2019	2pm - 5pm	Library	<u>Special Called Council Meeting:</u> Council Retreat - Part I.
Monday, May 20, 2019	2pm - 5pm	Library	<u>Special Called Council Meeting:</u> Council Retreat - Part II.
Monday, June 3, 2019	2pm - 5pm	Library	<u>Special Called Council Meeting:</u> Council Discussion - Police Dept, Administration
Monday, June 10, 2019	2pm - 5pm	Library	<u>Special Called Council Meeting:</u> Council Discussion - Public Works, Community Development
Monday, June 17, 2019	2pm - 5pm	Library	<u>Special Called Council Meeting:</u> Council Discussion - Utilities
Monday, July 8, 2019	2pm - 5pm	Library	<u>Special Called Council Meeting:</u> Council Discussion - Recreation
Monday, July 15, 2019	2pm - 5pm	Library	<u>Special Called Council Meeting:</u> Council Discussion - Project List + SPLOST
Wednesday, July 17, 2019	---	---	Proposed Budget to be submitted to City Clerk and City Council
Tuesday, July 23, 2019	6pm	Courtroom	<u>Council Meeting:</u> Budget Townhall
Thursday, August 1, 2019	6pm	Courtroom	<u>Special Called Council Meeting:</u> Presentation of 2020 Budget; Budget Workshop; Public Hearing for Millage Rate
Tuesday, August 13, 2019	11am	Courtroom	<u>Special Called Council Meeting:</u> Public Hearing for Millage Rate
Tuesday, August 13, 2019	6pm	Courtroom	<u>Council Meeting:</u> Public Hearing and Adoption of the Millage Rate; Public Hearing for 2020 Budget
Monday, August 19, 2019	---	---	Final Proposed Budget to be submitted to City Clerk and City Council
Tuesday, August 27, 2019	6pm	Courtroom	<u>Council Meeting:</u> Public Hearing for 2020 Budget
Tuesday, September 10, 2019	6pm	Courtroom	<u>Council Meeting:</u> Adoption of the 2020 Budget



Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Renewal with GIRMA for Property and Liability Insurance
AGENDA DATE: 4/23/2019

DATE PREPARED: 4/12/2019
PREPARED BY: Sarah Hefty

AMOUNT: \$248,224
GL ACCOUNT #: ###-####-523100 (Liability Insurance accounts from all departments)
FUNDING SOURCE: Operating Budgets
BUDGETED ITEM? Yes

PURPOSE: To approve a renewal with Georgia Interlocal Risk Management Agency (GIRMA) for property and liability insurance for the period of May 1, 2019 to May 1, 2020.

BACKGROUND: The terms of the renewal are attached. This quote is 14% higher than the 2018-2019 quote of \$216,730.

We have exposure growth due to the increase in number of employees, property values (ex – Library), and number of vehicles over the past couple years. Additionally, our loss experience has increased in the last year.

STAFF RECOMMENDATION: To approve the agreement with GIRMA for liability insurance.

IMPACT: Five (5) months of the expense (\$103,427) will be posted to the 2019 operating budget and seven (7) months (\$144,797) of the total will be posted to prepaid expense for the 2020 budget year.

MOTION: I make a motion that we approve the renewal with Georgia Interlocal Risk Management Agency for the period of May 1, 2019 to May 1, 2020 in the amount of \$248,224.

Georgia Interlocal Risk Management Agency

GMA Property & Liability Self-Insurance Program

RENEWAL TERMS FOR 2019-2020

CITY OF VILLA RICA

VI2

571 West Bankhead Highway
Villa Rica, GA 30180

Coverage Period:

May-01-2019 to May-01-2020

Presented by:



201 Prior Street
Atlanta, GA 30303

Quote Date:

4/3/2019

Administered by:

Willis Insurance Services of Georgia

Concourse Corporate Center Five, 18th Floor
Atlanta, GA 30328

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2019-2020

CITY OF VILLA RICA

General Liability and Law Enforcement Liability	Limit of Liability
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products / Completed Operations	\$1,000,000
Failure to Supply Utilities	\$1,000,000
Fire Legal Liability	\$1,000,000
Law Enforcement Liability	\$1,000,000
General Aggregate	Unlimited
Products / Completed Ops Aggregate	\$5,000,000
Failure to Supply Utilities Aggregate	\$5,000,000
Medical Payments	Excluded
Form	Occurrence
General Liability Deductible	\$10,000
Law Enforcement Liability Deductible	\$10,000
Employee Benefits Liability	\$1,000,000
Employee Benefits Aggregate	\$5,000,000
Form	Occurrence
Deductible	\$10,000

Coverage Features:

- No premium Audits
- Defense Costs Outside the Limit
- Special Events Liability
- Athletic Participants Liability
- Fireworks Display Liability
- Cemetery Professional Liability
- Limited Pollution Liability
- Non-Owned Aircraft
- Non-Owned Watercraft
- Host Liquor Liability
- Worldwide Territory
- Garage Liability
- Garage Keepers Liability
- Personal Injury Liability
- Authorized Moonlighting by Police Officers
- Jail Cell Operations
- Police Animal Liability
- Assault and Battery
- Inmate Medical Coverage
- Sexual Abuse Coverage

Disclaimer:

These terms are not to be construed as an exact or complete analysis of the coverage agreement, nor as a legal evidence of coverage. The provisions of the actual coverage document will prevail.

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2019-2020

CITY OF VILLA RICA

Public Officials / Errors & Omissions Liability	Limit of Liability
Each Wrongful Act or Occurrence	\$1,000,000
Aggregate Limit	\$5,000,000
Form	Occurrence
Deductible	\$10,000

Coverage Features:

- No Premium Audits
- Defense Costs Outside the Limits
- Pay on Behalf Basis
- Personal Injury – to include:
 - Mental Anguish
 - Shock
 - Humiliation
- Employment Practices Liability – including coverage for:
 - Libel
 - Slander
 - Defamation
 - Sexual Harassment
 - Sexual Abuse
- Americans with Disabilities Act (ADA)
- Zoning Claims Seeking Monetary Demands
- Civil Rights Violations
- Services Performed Under a Mutual Aid Agreement

Disclaimer:

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Disclaimer:

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2019-2020

CITY OF VILLA RICA

Automobile Liability	Limit of Liability
Combined Single Occurrence Limit	\$1,000,000
Uninsured Motorists Liability	\$75,000
Hired & Non-Owned Liability	\$1,000,000
Medical Payments	Excluded
Deductible	\$5,000
Uninsured Motorist Deductible	\$2,000

Automobile Physical Damage	Limit of Liability
Limit	Actual Cash Value
Hired Physical Damage	Included
Vehicles Covered	Per Schedule
Comprehensive Deductible	\$5,000
Collision Deductible	\$5,000
Hired Physical Damage Deductible	\$5,000

Coverage Features:

- Automatic Coverage for Vehicles up to \$100,000 in value
- Automatic Liability Coverage for new vehicles
- Deductible Per Occurrence

Crime / Fidelity	Limit of Liability
Blanket Employee Dishonesty	\$500,000
Forgery or Alteration	\$500,000
Computer Crime	\$500,000
Money and Securities	\$500,000
Deductible	\$5,000

Coverage Features:

- Faithful Performance Included
- Includes all local and state required bonds

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2019-2020

CITY OF VILLA RICA

Property	Limit of Liability
Total Insured Values	\$65,544,802
Blanket Building & Contents	\$63,250,950
Mobile Equipment	\$2,293,852
Computers("EDP")	Included
Flood Limit – Including Zones A and V	\$10,000,000
Earthquake Limit	\$10,000,000
CoInsurance Provision	None
Locations Covered	Per Schedule
Valuation – Building & Contents	Replacement Cost
Valuation – Mobile Equipment	Actual Cash Value
Deductible – Buildings & Contents (All Perils)	\$5,000
Deductible – Mobile Equipment	\$5,000
Automatic Coverage Extensions:	
Business Interruption	\$500,000
Extra Expense	\$500,000
Computers ("EDP")	\$500,000
Builders Risk	\$500,000
Property in Transit	\$500,000
Valuable Papers	\$500,000
Equipment Breakdown	Limit of Liability
Limit Per Occurrence	\$63,250,950
Ordinance or Law Limit	\$63,250,950
Hazardous Substance	\$250,000
Deductible	\$5,000
Automatic Coverage Extensions	
Ammonia Contamination	\$1,000,000
Expediting Expenses	\$10,000,000
Service Interruption	\$63,250,950
Spoilage / Consequential Damage	\$10,000,000
Water Damage	\$1,000,000

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2019-2020

CITY OF VILLA RICA

Police Animal Mortality Coverage	Limit of Liability
Scheduled Limit	\$10,000
Deductible	Nil

Risk Management Services

<u>Type of Service</u>	<u>Annual Contribution</u>
Loss Control & Safety Training	
On Site Visitation	Included
Awareness Training	Included
Awareness Through Safety Bulletins	Included
Automobile Drivers Training	Included
Access to Safety Videos	Included
Safety Grant	
Based on a Contribution Volume and up to \$10,000	Included
Subject to Approval & Requirements	
Employment Practices Help Line	
Legal Advice	Included
Property Appraisals	
Building Valuations	Included
Content and Historical Valuations	Included

Disclaimer:

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2019-2020

CITY OF VILLA RICA

Contribution Summary

<u>Line of Coverage</u>	<u>Annual Contribution</u>
General Liability	\$35,242
Law Enforcement Liability – Before Credit	\$73,256
<i>Law Enforcement Initiative Credit Amount</i>	\$14,651
Law Enforcement Liability – After Credit	\$58,605
Public Officials Liability	\$55,107
Automobile Liability	\$30,005
Automobile Physical Damage	\$9,683
Property – Buildings & Contents	\$64,993
Mobile Equipment	\$2,387
Police Animal Mortality	\$1,000
Crime / Fidelity	\$3,116
Boiler & Machinery	\$6,888
Uninsured Motorist	\$1,192
Sub Total	\$268,218
Less Renewal Credit	\$19,994
Total	\$248,224

Disclaimer:

These terms are not to be construed as an exact or complete analysis of the coverage agreement, nor as a legal evidence of coverage. The provisions of the actual coverage document will prevail.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Amendment to Agreement with P.C. Simonton & Associates

AGENDA DATE: April 23, 2019

DATE PREPARED: April 9, 2019

PREPARED BY: Tom Barber

AMOUNT: \$27,825.00

GL ACCOUNT #: 505-41155-211200

FUNDING SOURCE: Water/Sewer Fund

BUDGETED ITEM? Yes

PURPOSE: To approve an amendment to the professional services agreement with P.C. Simonton.

BACKGROUND: In October the City approved an agreement with P.C. Simonton & Associates to assist us with an evaluation of the North sewer plant in Mirror Lake. We are now ready to look more closely at several sewer lift stations to determine if their flow can be rerouted to reduce flow to the Cleghorn lift station. We are also wanting to review the Highway 61 corridor to identify our options, including the feasibility of a south side sewer plant.

STAFF RECOMMENDATION: Staff recommends approval of the attached agreement for an amount not to exceed \$27,825.00.

IMPACT: Completion of the scope of services will move us closer to the time when we can begin engineering solutions to some of our sewer issues.

MOTION: I move that we approve an amendment to the agreement with P.C. Simonton & Associates for an amount not to exceed \$27,825.00.

Date: _____

ATTACHMENT A - DESCRIPTION OF PROJECT

PROJECT: City of Villa Rica North-West Transfer

LOCATION: City of Villa Rica

LEGAL DESCRIPTION: N/A

OWNER: City of Villa Rica

The nature, character, OWNER'S objectives and limits of the proposed project are described as follows:

The project is to evaluate the City sewer collection and transportation system for operational efficiencies and possible system adjustments. Based on investigations to date operational adjustments to the Cleghorne Pumping Station is of high importance. This will include investigation into rerouting the pump stations listed below, modify the Cleghorne operational programming and investigate the addition of the third pump.

Pump stations to be considered for rerouting to West Plant Basin:

- Florence Circle PS
- Edge Road PS
- Torano PS
- McCurdy PS
- Old Town Village PS
- Insure Reid Plantation and Fullerville are discharging to the West Plant basin

The evaluation for the Cleghorne basin will include gathering 24 hr. discharge rates of the Cleghorne station and compare to the run time clock readings for the from each of the above listed stations, then compare run times and flows to determine benefit of the reroute.

In addition, the scope will include developing a plan to reduce wastewater flow from the developments on the southside of I-20 along Hwy 61 through the single I-20 sewer crossing. This likely will include rerouting southside pump stations, elimination of pumping stations, reversing force main flow and construction of a southside wastewater treatment facility.

INITIALS OF SIGNATORIES:

PCZ
For the ENGINEER

For the OWNER

DATE:

3-12-19

Date: _____

ATTACHMENT B - SCOPE OF SERVICES

Project scope shall include

Cleghorne Basin:

1. Field investigation to determine the location of the West Plant drainage basin relative to the pump station and its current discharge. (Confirm GIS information)
2. Determine best route for relocated force main and collect then map topographic and location information.
3. Prepare Preliminary Plan draft design data to determine requirements of reroute. These plans will be finalized once the project scope is firm and Final plan Preparation is authorized.
4. Prepare "Opinion of Cost" for each project to determine cost benefit analysis.
5. Evaluate historical data on Cleghorne pump station to include 24-hour flow records from the pump station.
6. Prepare analysis to determine required improvements to Cleghorne Pump Station to make it a reliable facility for flow transfer of collected wastewater to the West Plant to include possible force main additions or modifications.
7. Prepare final report of findings in anticipation of collaborative/coordinated effort to prepare bid specifications and documents with Brennan Jones to create one project for pump station modifications including all finalized and approved projects.

South Plant and overall sewer system plan:

1. Review basins to determine plan for diverting flow from I-20 crossing to new South Plant location. Identify the means of the reroute whether using existing pipe or new.
2. Determine cost to reroute flow, new wastewater plant and discharge reroute.
3. Determine best route for discharge once WLA are issued by EPD.

INFORMATION TO BE FURNISHED BY THE OWNER

All available documents concerning right-of-way easements, available utility, wastewater pumping station plans and assistance in locating existing facilities.

The ENGINEER'S services enumerated above shall be completed within 60 working days following receipt by the ENGINEER of a fully executed copy of the Agreement.

INITIALS OF SIGNATORIES:



For the ENGINEER

For the OWNER

DATE: 3-12-19

ATTACHMENT C – COMPENSATION

1. METHOD OF COMPENSATION

Compensation shall be as follows:

• Field Investigation and location surveys for Edge, Florence, McCurdy and Old Town	\$3,405.00 (max.)
• Cleghorne System Analysis, Evaluation and estimating	\$6,600.00
• Evaluation of South (south of I-20) Basin to determine overall system plan for the future, plus associated development of "opinion of cost"	\$13,200.00
• Final Report, Meetings and Presentation	<u>\$4,620.00</u>
Total	\$27,825.00

The fee for development of construction plans, specifications and bid documents for the resulting projects will be 6.0% of construction cost.

Should additional work be requested by the OWNER other than those services provided in Attachment "B", and hourly compensation is the preferred method, compensation will be at the following rates.

RATE SCHEDULE FOR PROFESSIONAL SERVICES

Principal Engineer (Registered)	\$165.00 per hour
Project Engineer	\$115.00 per hour
Engineering Designer	\$80.00 per hour
CAD Technician	\$50.00 per hour
Survey Crew	\$120.00 per hour
Construction Inspector	\$55.00 per hour
Clerical	\$45.00 per hour
Mileage	\$0.55 per mile

2. INVOICE PROCEDURE

The ENGINEER shall submit invoices to the OWNER for charges for the work accomplished during each calendar month. Such invoices shall be submitted by the ENGINEER as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the OWNER upon receipt.

INITIALS OF SIGNATORIES:



For the ENGINEER

For the OWNER

DATE:

3-12-19



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: To Modify the Bulk Pickup Fee Contained in the Solid Waste Ordinance

AGENDA DATE: April 23, 2019

DATE PREPARED: April 11, 2019

PREPARED BY: Tom Barber

AMOUNT: unknown

GL ACCOUNT #: 540344120

FUNDING SOURCE: Solid Waste Fund

BUDGETED ITEM? no

PURPOSE: To modify the bulk pickup fee schedule used to calculate charges for excess collection.

BACKGROUND: In October the City Council approved a modification to the structure of the bulk pickup fee schedule. The new ordinance allows for the weekly collection of up to four cubic yards of curbside bulk material placed by the property owner or tenant. Amounts in excess of four cubic yards result in an additional fee. Materials placed on the curb by contractors, landscape companies or tree services are not picked up by the City.

The City Council has requested that a property owner be allowed to exceed the four cubic yard limit twice per calendar year at no additional charge. To compensate for the loss of budgeted revenue the monthly fee needs to be increased by \$1.00 per residential account.

STAFF RECOMMENDATION: Staff recommends that the fee schedule be modified to allow a property owner or tenant to place tree limbs, shrubbery clippings, or other vegetation on the curb in excess of four cubic yards twice per calendar year. Professionals such as contractors, landscape companies, and tree services would continue to be required to remove any and all debris they generate. The monthly residential fee would be increased to \$8.50 per month.

IMPACT: The financial impact on the Sanitation & Solid Waste Fund should be negligible.

MOTION: I move that we modify the bulk pick-up fee schedule to allow for up to two collections of vegetation per calendar year in excess of four cubic yards for no additional fee and to increase the monthly residential fee to \$8.50.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Discussion of Contract for City Attorney

AGENDA DATE: April 23, 2019

DATE PREPARED: April 9, 2019

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To discuss a contract for the City Attorney.

BACKGROUND: Councilman McDougal has asked the City Attorney to prepare a contract covering the Attorney's services to the City.

STAFF RECOMMENDATION:

IMPACT:

MOTION: For discussion only.

**AGREEMENT
AS TO THE PROVISION OF
CITY ATTORNEY LEGAL SERVICES FOR THE
CITY OF VILLA RICA, GEORGIA**

THIS AGREEMENT ("Agreement") represents the understanding between the City of Villa Rica ("City") and C. David Mecklin, Jr., Tisinger Vance, P.C., City Attorney for the City ("City Attorney") regarding the services to be provided by the City Attorney and compensation for time and expenses related thereto effective on the date signed by the last signing party, and until further modified by mutual agreement between the parties.

A. Acceptance of Appointment.

By signing this Agreement, the undersigned C. David Mecklin, Jr., Tisinger Vance, P.C., hereby accepts the appointment as City Attorney and lead lawyer on all matters related to his representation, though other lawyers with the firm may assist him as necessary. The City Attorney shall provide quality services in an efficient and economical manner.

B. General Non-Litigation Legal Services

The City Attorney shall provide general legal and other services to the City including, but not limited to, the following:

1. Legislative work associated with City Council meetings, including preparation or review of ordinances and resolutions, and written policies and procedures, together with research work, as necessary, associated with the preparation of those documents. This activity shall include providing assessments of legal likelihoods in support of City risk analyses.
2. Prepare oral or written opinions on legal matters as required by City Council and/or the City Manager.
3. Negotiate and prepare agreements, leases, contracts, or similar documents.
4. When requested by City Council or the City Manager, perform investigations that may require interviewing witnesses, taking testimony, review of reports, and legal research.
5. Provide legal counseling, guidance and opinions to the City Manager and Department Directors regarding the operations of the City; provided, however, except in the event of an emergency problem, all requests made by Department Directors for such legal counseling, guidance and opinions shall be channeled through the City Manager.
6. Participate in meetings and/or telephone conferences with the City Manager and/or City staff as requested by the City Manager, as required.

7. Prepare and/or review ordinances, resolutions, documents and papers that pertain to City matters at the request of City Council or the City Manager.
8. Provide staff assistance, legal research and counseling related to the acquisition or sale of real property, preparation of leases, deeds and easements; utility franchise agreements; referendum questions, contracts, surety/performance/payment bonds, insurance policies, bills of sale, liens, waivers, subordinations, and other legal instruments; liability situations; grant guidelines; arbitration; and other matters as necessary requiring legal advice.
9. Maintain legal files and provide to the City Manager copies of all correspondence, and all pleadings and orders in all litigation the City Attorney is handling for the City. The City Attorney shall notify the Mayor, Council and City Manager within 48 hours of any ante litem notice, any notice of claims, and/or any legal actions which have been initiated against the City.
10. Keep the Mayor, City Council and the City Manager informed of legislation or judicial decisions that have the potential to impact the City.
11. Oversee, in a cost-effective manner, litigation in which the City is represented by the City's insurance carriers.
12. Perform other professional duties as may be required including, but not limited to, conducting legal research as required for the performance of duties in representing the City.
13. With the exception of requests for legal services issued by City Council acting as a body, the City Manager shall act as a "gatekeeper" for the City in requesting legal services or assistance of the City Attorney, coordinating the flow of work to the City Attorney and establishing the relative priorities to be placed by the City Attorney on each task for which the assistance of the City Attorney is required. No member of the City staff may require the efforts of the City Attorney on behalf of the City unless expressly authorized by the City Manager. Notwithstanding the foregoing, the Mayor and any member of City Council may request legal services and opinions of the City Attorney regarding City matters upon approval of City Council.
14. Participate in special projects as authorized by the Mayor, City Council, or City Manager including, but not limited to, the negotiation for sale of purchase of real estate, including fee ownership and easements and acquisition of interest in real estate through the exercise of eminent domain by the City.

15. Attend in person or through a designee, all regular City Council, Planning Commission, and Board of Appeals meetings, all special meetings, work sessions and executive sessions, and any other City meetings as requested by the Mayor, City Council, or the City Manager.
16. Attend meetings of any City advisory board or committee when so requested by the City Manager or City Council in order to counsel the members thereof on any legal matter which confronts the board or committee.

C. Relationship Among City Attorney and Other Attorneys

The City Attorney is the lead attorney for the City in the provision of the general services described above. As such, the City Attorney shall work cooperatively with any other attorney(s) retained by the City, who shall take direction from and be under the City Attorney's supervision. The City Attorney will be the initial contact for legal advice and representation for legal work needed by the City, Mayor, Council and staff. The City Attorney, in consultation with the City Manager, will determine the most efficient and effective use of attorneys and any outside counsel.

D. Retaining Other Legal Professionals

It may be necessary or desirable in certain cases to retain the legal services of others who have expertise in the particular matter under review. Fees incurred by such professionals will be paid directly to the professional providing such services. If the City Attorney recommends the services of any such professional to be used in this manner, such recommendation shall be submitted to the City Manager for review and approval prior to utilization of the professional.

E. Fees and Expenses

1. General Non-Litigation Legal Services. Time expended by the City Attorney on providing general non-litigation legal services, including any attorneys that may assist the City Attorney, is billed on the basis of an hourly rate for attorneys' and paralegals' time, plus reimbursable expenses. The City Attorney's hourly rate is \$150 per hour. Other attorneys in the firm may have different rates; however, such rates shall not exceed the hourly rate of \$150 per hour. These rates may be modified over time by agreement with the City, usually at the first of the year when the City Attorney typically reviews his rate structure. In addition, the City Attorney shall bill for reimbursable expenses. For special projects involving service beyond the normal services set forth above the City Attorney may negotiate a fee different from the hourly fee set forth herein. Any such negotiated fee shall be agreed upon prior to the performance of the work.

2. Litigation Legal Services. Time expended by the City Attorney on providing services for litigation matters, including any attorneys that may assist the City Attorney, is billed

on the basis of an hourly rate for attorneys' and paralegals' time, plus reimbursable expenses. "Litigation matters" means all actions filed in Superior Court or State Court against the City. Separate billing will begin on litigation matters only after the date of filing of an action against the City. These litigation matters differ from those actions in which the City may be defended solely by its insurer. As long as the City, its elected officials, officers and personnel are named as parties to the litigation, the City Attorney is to be included as an attorney of record and will appear either personally or through a designee before the applicable court for any hearing or trial to protect the interest of the City and its officials. The City Attorney's hourly rate for litigation services is \$150 per hour. Other attorneys in the firm may have different rates; however, such rates shall not exceed the hourly rate of \$150 per hour. These rates may be modified over time by agreement with the City, usually at the first of the year when my firm typically reviews its rate structure. In addition, the City Attorney shall bill for reimbursable expenses. Time and expenses related to litigation services will be approved on a case-by-case basis in consultation with the City Manager. For special projects the City Attorney and City Manager may establish alternative billing arrangements in advance of the project.

F. Fees and Expenses

The City Attorney shall forward his statements for services and expenses on a monthly basis, together with all backup required by the City's Finance Director. Payment shall be made within twenty (20) days of receipt of a compliant statement. All compliant statements unpaid in full after thirty (30) days will accrue interest at the rate of 1½ percent per month on the unpaid balance. The City Attorney shall respond in a timely manner to any questions about charges invoiced by the City Attorney.

G. Activities of the City Attorney

The City Attorney shall keep the City Manager informed about the progress of his activities on the City's behalf and also, upon the City's request, of his estimates concerning additional time and cost which may be required in any case or matter. These reports and updates will be as complete as the City Manager required.

H. Conduct of the City Attorney

The City acknowledges that the City Attorney and other attorneys from the City Attorney's office are engaged in the private practice of law for compensation in addition to their legal work for the City. The City Attorney and any other attorneys under his supervision will comply with the state bar standards governing the professional conduct of lawyers and will not represent a client in private practice if doing so would constitute a concurrent conflict of interest or would impair in any way the attorney's ability to represent the City and the City's interests.

I. Resolution of Disagreement as to Terms

In the event there is disagreement between the City Manager and the City Attorney as to whether certain services are covered under this Agreement, the City Manager shall notify the City Attorney immediately for discussion and resolution. If the matter is not resolved by the City Manager and the City Attorney, the matter shall be forwarded to City Council for a final determination.

J. Term and Termination

The term of this Agreement shall commence on the date signed by the last signing party. Either party may terminate this Agreement at any time by giving notice in writing to the other party. If this Agreement is terminated by the City other than for default by the City Attorney or an attorney supervised by the City Attorney, the City Attorney shall be paid for services performed and expenses incurred up to the effective date of termination.

CITY ATTORNEY

C. David Mecklin, Jr., Tisinger Vance, P.C.

Date: _____

CITY OF VILLA RICA, GEORGIA

Tom Barber, City Manager

Date: _____



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Discussion of Contract for Police Chief

AGENDA DATE: April 23, 2019

DATE PREPARED: April 9, 2019

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To discuss a contract for the Police Chief.

BACKGROUND: Councilman McDougal has asked the City Attorney to prepare an employment contract covering the Police Chief's services to the City.

STAFF RECOMMENDATION:

IMPACT:

MOTION: For discussion only.

**STATE OF GEORGIA
CITY OF VILLA RICA**

**POLICE CHIEF
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is by and between the City of Villa Rica, Georgia, a subdivision of the State of Georgia (hereinafter referred to as "City"), and Michael Mansour (hereinafter referred to by name as "Mansour" or as "Police Chief").

W I T N E S S E T H:

WHEREAS, the City desires to employ Mansour as Police Chief of the City of Villa Rica, Georgia, as provided for in the City Charter of the City of Villa Rica; and

WHEREAS, the City, through its City Council, desires to provide for certain benefits and compensation for the Police Chief and to establish conditions of employment applicable to the Police Chief; and

WHEREAS, Mansour desires to accept employment as Police Chief of the City of Villa Rica under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

Section 1. Employment.

A. The City of Villa Rica hereby hires and appoints Michael Mansour as its Police Chief, under the terms established herein, to perform the duties and functions specified in the City's Charter, the City Code of Ordinances, and Georgia State law, and to perform such other legally permissible and proper duties and functions as the City Council and City Manager shall from time to time assign.

B. The City's employment of Michael Mansour as Police Chief shall be effective July 1, 2019. The initial term for this Agreement shall be from July 1, 2019, through December 31, 2019. Beginning January 1, 2020, the term for the Employment Agreement shall be from January 1 through December 31 of each calendar year.

Section 2. Salary and Evaluation.

A. For the performance of services pursuant to this Agreement, the City agrees to pay the Police Chief an annual base salary of _____ payable in installments at the same time as other City employees are paid.

B. The City may increase said base salary and/or other benefits of the Police Chief in such amounts and to such an extent as the City Council may determine desirable on the basis of an annual performance evaluation of the Police Chief. Such evaluation shall be in such form as the Council deems appropriate and shall be made between October 1st and November 30th of each year in which this Agreement is effective. The City Council may develop or cause to be developed an annual assessment on a 1-5 point schedule.

C. Nothing in this Section shall require the City to increase the base salary or other benefits of the Police Chief. Furthermore, the City's failure to conduct any of the scheduled evaluations shall not constitute non-compliance with a material provision of this Agreement.

Section 3. Duties and Obligations.

A. The Police Chief shall have the duties, responsibilities and powers of said office under the Charter and Ordinances of the City of Villa Rica and other proper duties and reasonable functions legally permissible that the City shall from time to time assign. The Police Chief agrees to perform all duties and responsibilities faithfully, industriously, and to the best of his ability and in a professional and competent manner.

B. The Police Chief shall remain in the exclusive employment of the City and shall devote all such time, attention, knowledge and skills necessary to faithfully perform his duties under this Agreement. The Police Chief may, however, engage in educational and professional activities and other employment activities upon advanced receipt of approval by the City Manager, provided that such activities shall not interfere with, nor are a conflict of interest with, his primary obligation to the City as its Police Chief. The Police Chief shall dedicate no less than an average of forty (40) hours per week in the performance of his duties hereunder.

C. In the event the Police Chief shall serve on any appointed boards or elected boards of any professional organization, or serve on any committees related to his professional activities, in the event any monies are paid, or gifts received, by the Police Chief related to such service, such money or property shall be paid over to or delivered to the City, unless otherwise provided by the City Manager.

D. In the event the Police Chief is temporarily unable to perform his duties, he shall designate an Acting Police Chief in accordance with the City Charter and Ordinances.

Section 4. Automobile

A. The Police Chief is required to be on call for twenty-four hour service. In recognition thereof, the Police Chief shall receive and be entitled to the use of an automobile provided by the City. The City will provide gasoline service, insurance, and repair for said vehicle. The City vehicle provided herein is primarily for City business but the Police Chief may use the City vehicle for incidental personal use.

B. The Police Chief has the need to be in contact with the office during non-business hours. In recognition thereof the Police Chief shall receive and be entitled to a cell phone.

C. In order to gain maximum productivity, the Police Chief shall be entitled to a Technology Budget established through the annual budget process for the purpose of purchasing a laptop, software, mobile hotspot device, tablet computer, and smart phone device as well as other type of technology that would assist the Police Chief with his daily duties. All such items and expenses shall be accounted for and will remain the property of the City. An accounting of such expenses shall be presented to the City Council at the regularly scheduled meeting of the Council immediately following such expenses.

Section 5. Professional Development, Dues and Subscriptions

The City agrees to pay the Police Chief's professional dues for membership in the Georgia Municipal Association, and any other professional organizations that the Police Chief deems reasonably necessary in the performance of his duties. All such paid fees shall be accounted for and documentation delivered to the City Council at the regularly scheduled meeting of the Council immediately following such payments.

The City agrees to pay reasonable and customary travel and subsistence expenses for the Police Chief's travel to and attendance at necessary local government annual conferences as said costs are included in the Budget. The City may choose to pay for the Police Chief's attendance at other seminars, conferences, and committee meetings as it deems appropriate and approved by Council action and part of the Budget.

Section 6. Community Involvement

The City recognizes the desirability of representation in and before local civic and other organizations, and encourages the Police Chief to participate in these organizations to foster a continuing awareness of the City's activities as well as the community's attitudes and ideas. The City agrees to bear the reasonable expense of civic organizations for the Police Chief as deemed appropriate and approved by Council action as part of the budget.

Section 7. Vacation and Sick Leave

A. Upon execution of this Agreement the Police Chief shall receive ten (10) days of vacation leave, and again annually on January 1st of each year, the Police Chief shall receive twenty (20) days of vacation leave. The Police Chief may accumulate vacation leave from year to year throughout his employment subject to the limitations (caps) as applicable to all other employees of the City and outlined in the Villa Rica Employee Benefits Booklet.

B. Upon execution of this Agreement the Police Chief shall receive five (5) days of sick leave, and again annually on January 1st of each year, the Police Chief shall receive ten (10) days of sick leave. The Police Chief may accumulate sick leave from year to year throughout his employment

subject to the limitations (caps) applicable to all other employees of the City and outlined in the Villa Rica Employee Benefits Booklet.

C. The Police Chief shall be entitled to three (3) days of bereavement leave in the event of a death of a family member during the term of this Agreement. Such leave will be approved as applicable to all other employees of the City and outlined in the Villa Rica Employee Benefits Booklet. The Police Chief shall notify Mayor and Council as soon as practical, and if necessary appoint an Acting Police Chief and notify the Mayor and Council of same.

D. In the event the Police Chief's employment is terminated, either voluntarily or involuntarily, the Police Chief shall be compensated for all vacation time and all paid holidays accrued through the date of termination.

Section 8. Holidays

The Police Chief is entitled to the same paid holidays as the City employees.

Section 9. Health, Dental, Life and Disability Insurance

A. The City agrees to provide and to pay premiums for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for the Police Chief and his/her dependents equal to that coverage which is provided to all other employees of the City. Such coverage will be effective pursuant to the City's employment policies upon the same terms and conditions extended to all City of Villa Rica employees.

B. The City agrees to put into force and to make required premium payments for supplemental short term and long term disability coverage equal to that which is made available to all other employees of the City and outlined in the Villa Rica Employee Benefits Booklet.

C. The City shall provide the Police Chief with life insurance equal to that provided to other employees of the City. The Police Chief shall name the beneficiary of the life insurance policy.

Section 10. Retirement.

The Police Chief shall participate in the Retirement program pursuant to the City's Retirement Plan(s) as other employees of the City.

Section 11. Termination by the City and Severance Pay.

A. The Police Chief shall serve at the pleasure of the City Manager, Mayor and City Council, and the City Council may terminate this Agreement and the Police Chief's employment with the City at any time, for any reason or for no reason.

B. Should a majority of the entire Council (three members) vote to terminate the services of the Police Chief "without cause," then within ten (10) business days following such

vote, the Council shall cause the Police Chief to be paid any accrued and unpaid salary and benefits earned (including vacation time and insurance, but excluding such items and allowances as are used in conducting City business such as, but not limited to, any remaining professional dues allowance) prior to the date of termination based on a forty (40) hour work week.

Section 12. Termination by the Police Chief

The Police Chief may terminate this Agreement at any time by delivering to the City Council a written notice of termination not later than sixty (60) days prior to the effective date of the termination. If the Police Chief terminates this Agreement, then the provisions of Section 11, Paragraph B above, shall not apply. If the Police Chief voluntarily resigns pursuant to this Section, the City shall pay to the Police Chief all accrued compensation due the Police Chief up to the Police Chief's final day of employment, including any unused vacation days. The City shall have no further financial obligation to Police Chief pursuant to this Agreement.

Section 13. Disability

If the Police Chief becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks beyond any accrued leave, the City shall have the option to terminate this Agreement.

Section 14. Indemnification and Bonding

A. To the extent allowed by Georgia law, the City shall provide a policy of liability insurance to protect the Police Chief against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Police Chief's duties as Police Chief or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful, wanton or criminal misconduct. The City shall meet its obligations under the provision by the purchase of insurance or participation in a risk pool.

B. Said policy shall extend beyond the termination of employment and the expiration of this Agreement to provide the Police Chief protection for any such acts undertaken or committed in his capacity as Police Chief, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City.

Section 15. Bonding

The City shall bear the full cost of any fidelity or other bonds required of the Police Chief under and law or ordinance.

Section 16. General Terms and Conditions

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the

remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of Police Chief.

D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

E. Georgia law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in the Superior Courts of Carroll County, Georgia.

F. Upon Police Chief's death, the City's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement;
3. Payment of all outstanding hospitalization, medical and dental bills in accordance with City's insurance policies or plans; and
4. Payment of all life insurance benefits in accordance with the City's insurance policies or plans.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

I. The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

Section 17. Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, or hand delivered, addressed as follows:

IF TO THE CITY:

Mayor and Council
City of Villa Rica, Georgia
571 West Bankhead Highway
Villa Rica, Georgia 30180

With Copy to City Attorney:
C. David Mecklin, Jr.
100 Wagon Yard Plaza
Carrollton, Georgia 30117

IF TO POLICE CHIEF:
Michael Mansour

City and Police Chief agree to give proper notice of any change in the addresses above in writing, which writing shall be affixed to this Agreement. Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Executed by the CITY this _____ day of _____, 2019.

CITY OF VILLA RICA

By: _____
Jeff Reese, Mayor

ATTEST:

Alisa Doyal, City Clerk

Executed by the POLICE CHIEF this _____ day of _____, 2019.

Michael Mansour

ATTEST:
